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

City Clerk File No. Res. 16.693

Agenda No. 10.A

Approved: OCT 2 6 2016

TITLE:

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

COUNCIL OFFERED AND MOVE ADOPTION OF THE FOLLOWING RESOLUTIONS:

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

WHEREAS, the Annual Report of Audit for the Financial Statements for the years ended December 31, 2015 and 2014 have been filed by Frederick J. Tomkins of Donohue, Gironda & Doria, a Registered Municipal Accountant, with Robert Byrne, the Municipal Clerk of the City of Jersey City, in accordance with the requirements of N.J.S.A. 40A:5-4 and a copy has been received by each member of the governing body; and

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

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

General Comments

Recommendations; and

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

General Comments

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

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

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

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

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

G:\WPDOCS\SEAN\Audit\Annual Audit Reso Certifying Compliance - year ended 12-31-15.wpd

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 10.26.16

COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
HALLANAN	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

_____
Rolando R. Lavarro, Jr., President of Council

_____
Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

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

Full Title of Ordinance/Resolution

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

Initiator

Department/Division	City Clerk	
Name/Title	Robert Byrne	City Clerk
Phone/email	201-547-5149	rbyrne@jcnj.org

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

Resolution Purpose

N.J.S.A. 40A:5-4 requires the governing body of every local unit to have made an annual audit of its books, accounts and financial transactions. We received the audit on October 3, 2016. This resolution shall be adopted by the governing body no later than forty-five days after receipt of the annual audit, as per the regulations of the Local Finance Board. The City Council will sign a group affidavit certifying the receipt and review of the annual audit.

I certify that all the facts presented herein are accurate.

Signature of Department Director **Date**

CERTIFICATION OF GOVERNING BODY OF THE ANNUAL AUDIT

GROUP AFFIDAVIT FORM

NO PHOTO COPIES OF SIGNATURES

STATE OF NEW JERSEY
COUNTY OF HUDSON

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

1. We are duly elected members of the Municipal Council of the City of Jersey City in the County of Hudson;
2. In the performance of our duties, and pursuant to N.J.A.C. 5:30-6.5, we have familiarized ourselves with the contents of the Annual Municipal Audit filed with the Clerk pursuant to N.J.S.A. 40A:5-6 for the year 2015;
3. We certify that we have personally reviewed and are familiar with, as a minimum, the sections of the Annual Report of Audit entitled "Comments and Recommendations."

(L.S.)	Francis "Frank" Gajewski	(L.S.)	Diane Coleman
(L.S.)	John J. Hallanan, III	(L.S.)	Daniel Rivera
(L.S.)	Richard Boggiano	(L.S.)	Joyce E. Watterman
(L.S.)	Michael Yun	(L.S.)	Rolando R. Lavarro, Jr.
(L.S.)	Candice Osborne		

Sworn to and subscribed before me this
_____day of _____
Notary Public of New Jersey

_____
Robert Byrne, City Clerk

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

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

City Clerk File No. Res. 16.694

Agenda No. 10.B

Approved: OCT 2 6 2016

TITLE:

RESOLUTION WAIVING THE TWENTY DAY WAITING PERIOD OTHERWISE REQUIRED TO EFFECTUATE CITY ORDINANCE #16.159

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

WHEREAS, on October 26, 2016, the Council adopted the Ordinance listed above; and

WHEREAS, the Ordinance listed above provides for an appropriation from the City's Capital Surplus Fund for the acquisition of roll-off trucks for the Department of Public Works; and

WHEREAS, N.J.S.A. 40:69A-181(b) provides that an ordinance goes into effect on the twentieth day after the date of its approval by the Mayor unless the Council, by resolution, declares an emergency; and

WHEREAS, the Council wishes to waive the 20 day waiting period as an emergency because said appropriation must be in place so that the City may purchase the trucks prior to the start of the winter season in the event of a snow emergency.

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

1. the Council declares an emergency requiring the immediate implementation of Ordinance # 16.159 for the reason stated above;

2. pursuant to 40:69A-181(a), the twenty (20) day waiting period prior to the effective date of the Ordinance is hereby waived so that the Ordinance may become effective immediately.

APPROVED: Donna Maria C 70

APPROVED: _____
Business Administrator

APPROVED AS TO LEGAL FORM

_____
Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 10.26.16											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
HALLANAN	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

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

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

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

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

Full Title of Ordinance/Resolution

RESOLUTION WAIVING THE TWENTY DAY WAITING PERIOD OTHERWISE REQUIRED TO EFFECTUATE CITY ORDINANCE #16.159

Initiator

Department/Division	Administration	Management & Budget
Name/Title	Donna Mauer	Chief Financial Officer
Phone/email	201-547-5042	DonnaM@jcnj.org

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

Resolution Purpose

The purpose of this resolution is so that the City can acquire roll-off trucks for the Department of Public Works prior to the start of the winter season.

I certify that all the facts presented herein are accurate.

Donna Mauer

Signature of Department Director

10/18/16

Date

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

City Clerk File No. Res. 16.695

Agenda No. 10.C

Approved: OCT 2 6 2016

TITLE:

RESOLUTION AUTHORIZING THE CITY OF JERSEY CITY RISK MANAGER TO ISSUE A LETTER OF INSURANCE AND INDEMNIFICATION TO HISTORIC DOWNTOWN SPECIAL IMPROVEMENT DISTRICT (HDSID)

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, various departments within the City of Jersey City ("City"), through the Mayor's Office / Office of Welcoming Communities & the Division of Cultural Affairs , conducts various events within the Historic Downtown Special Improvement District (HDSID) ; and

WHEREAS, these special events include, but are not limited to, the Parade of Veterans and Heroes; and

WHEREAS, Historic Downtown Special Improvement District (HDSID) requires a letter of insurance and indemnification from the City to hang banners for announcing upcoming City events; and

WHEREAS, the letter will specify the City's responsibilities in reference to these facilities including an indemnification and hold harmless clause in which Historic Downtown Special Improvement District (HDSID) cannot be held liable for injuries received by participants at these events or property damage to the facility itself.

NOW, THEREFORE, BE IT RESOLVED, the Risk Manager is authorized to issue a letter of insurance and indemnification to Historic Downtown Special Improvement District (HDSID) for the use of its banner polls by the City's Office of Welcoming Communities for hanging banners announcing the 2nd Annual Parade of Veterans and Heroes for the period of November 1, 2016 to November 15, 2016.

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.

Althea Bernheim, Director of Resident Response Center

Matthew Hogan, 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 10.26.16

COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
HALLANAN	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

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Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING THE CITY OF JERSEY CITY RISK MANAGER TO ISSUE A LETTER OF INSURANCE AND INDEMNIFICATION TO HISTORIC DOWNTOWN SPECIAL IMPROVEMENT DISTRICT (HDSID)

Initiator

Department/Division	Resident Response Center	Veterans Affairs
Name/Title	Althea Bernheim	Director
Phone/email	201-547-5436/201-895-6595 (mobile)	abernheim@jcnj.org

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

Resolution Purpose

Resolution Authorizing The City To Enter An Agreement of Indemnification and Authorizing The Risk Manager To Issue a Letter of Insurance to Historic Downtown Special Improvement District to cover placing banners announcing the Parade of Veterans and Heroes.

I certify that all the facts presented herein are accurate.

Signature of Department Director **Date** 10/18/16

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

City Clerk File No. Res. 16.696

Agenda No. 10.D

Approved: OCT 2 6 2016

TITLE:

RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY AUTHORIZING THE PLANNING BOARD TO CONDUCT A PRELIMINARY INVESTIGATION OF CONDITIONS OF THE 665 BERGEN AVENUE STUDY AREA FOR DETERMINATION AS AN AREA IN NEED OF REDEVELOPMENT OR REHABILITATION

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

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

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

WHEREAS, the study area consists of Block 16502, Lot 29 on the Jersey City tax map also known as 665 Bergen Avenue; and

WHEREAS, the study area contains a parking lot and appears to exhibit the characteristics qualifying as an area in need of redevelopment or rehabilitation; and

WHEREAS, the study area boundary is depicted on the attached map labeled "665 Bergen Avenue Study Area Boundary Map" dated October 12, 2016; and

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

10/17/16

Maryann Bucci-Carter, AICP, PP, Director
Division of City Planning

APPROVED:

APPROVED:
Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 10.26.16											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
HALLANAN	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

ORDINANCE/RESOLUTION FACT SHEET – NON-CONTRACTUAL

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

Full Title of Ordinance/Resolution

RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY AUTHORIZING THE PLANNING BOARD TO CONDUCT A PRELIMINARY INVESTIGATION OF CONDITIONS OF THE 665 BERGEN AVENUE STUDY AREA FOR DETERMINATION AS AN AREA IN NEED OF REDEVELOPMENT OR REHABILITATION

Initiator

Department/Division	HEDC	City Planning
Name/Title	Maryann Bucci-Carter, PP, AICP	Director of City Planning
Phone/email	201-547-5010	maryannb@jcnj.org

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

Purpose

This resolution authorizes the planning board to do a preliminary investigation to study the condition of Block 16502, Lot 29 also known as 665 Bergen Avenue for determination as an area in need of redevelopment or rehabilitation. The study area contain a city parking lot that appear to exhibit qualifying characteristics worthy of study.

A map of the area is attached.

I certify that all the facts presented herein are accurate.

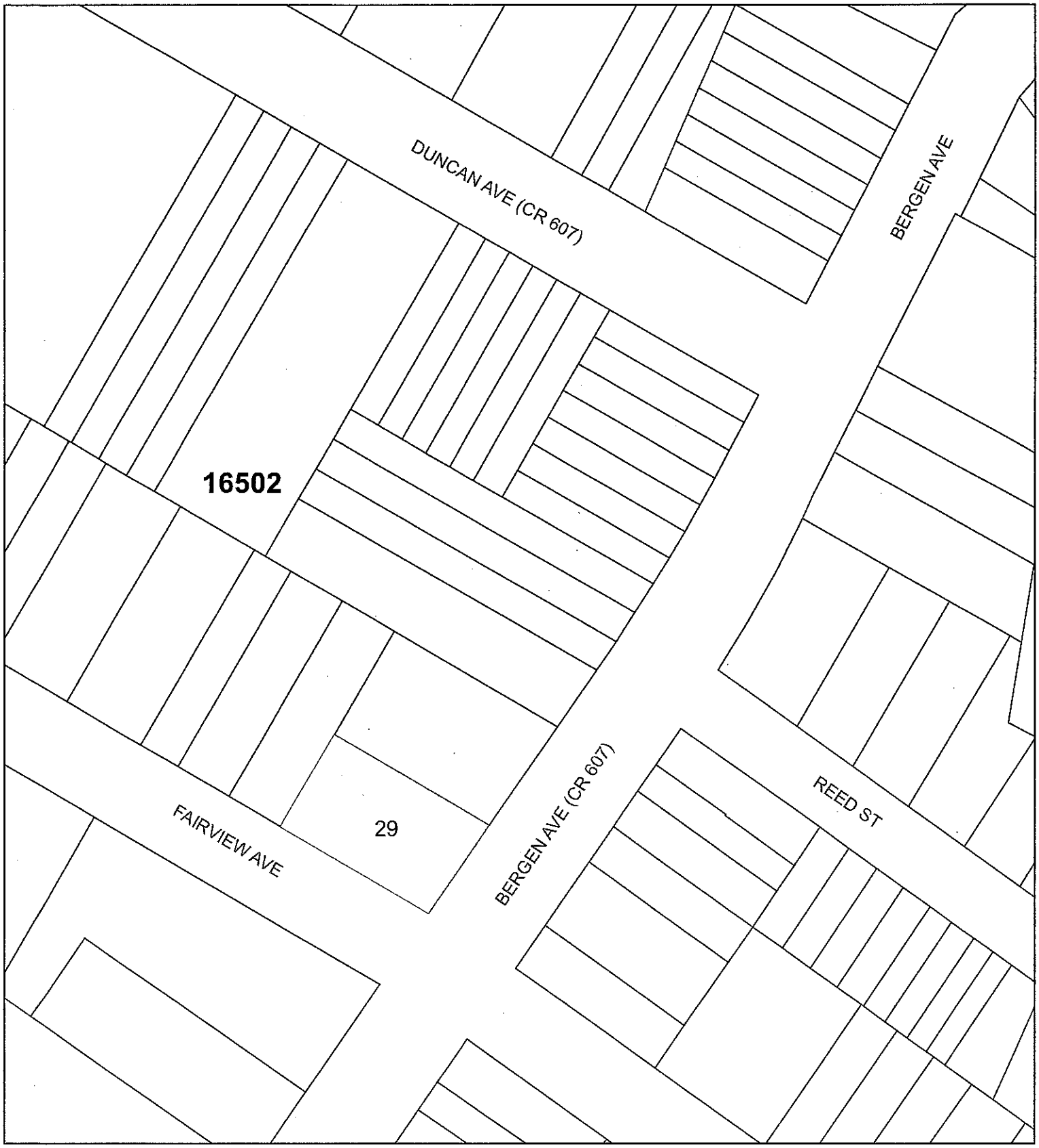
Signature of Division Director — **Date** 10/17/16

Signature of Department Director — **Date** 10/17/16

Summary Sheet

RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY AUTHORIZING THE PLANNING BOARD TO CONDUCT A PRELIMINARY INVESTIGATION OF CONDITIONS OF THE 665 BERGEN AVENUE STUDY AREA FOR DETERMINATION AS AN AREA IN NEED OF REDEVELOPMENT OR REHABILITATION

This resolution authorizes the planning board to do a preliminary investigation to study the condition of Block 16502, Lot 29 also known as 665 Bergen Avenue for determination as an area in need of redevelopment or rehabilitation. The study area contain a city parking lot that appear to exhibit qualifying characteristics worthy of study.



665 BERGEN AVENUE STUDY AREA BOUNDARY MAP

OCTOBER 12, 2016

Legend

Study Area

1 inch = 100 feet

0 50 100 200 Feet

N

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

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

City Clerk File No. Res. 16.697

Agenda No. 10.E

Approved: OCT 2 6 2016

TITLE:

RESOLUTION AUTHORIZING THE BUSINESS ADMINISTRATOR TO EXECUTE A DISCHARGE OF MORTGAGE AFFECTING 301 ARMSTRONG AVENUE, A/K/A BLOCK 25401, LOT 10, F/K/A BLOCK 1280.A, LOT 17

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

WHEREAS, on October 29, 1999, Abigail Ezquerro (Borrower) executed a Note and Mortgage in favor of the City of Jersey City (City) to secure the City's loan to her in the amount of $6,000.00 made under the Home Owner Rehabilitation Program (HORP); and

WHEREAS the Mortgage was recorded in Book 7290 at Page 007 of the Register of Deeds for Hudson County on December 14, 1999; and

WHEREAS, the loan 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 301 Armstrong Avenue, Jersey City, also known as Block 25401, Lot 10, f/k/a Block 1280.A, Lot 17; and

WHEREAS, the mortgage provides that upon expiration of the fifth year after signing the Mortgage, it will be forgiven in its entirety; 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 in the sum of $6,000.00 affecting 301 Armstrong Avenue, Jersey City, Jersey City, also known as Block 25401, Lot 10, f/k/a Block 1280.A, Lot 17.

JLB/he
10/07/16

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 10.26.16											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
HALLANAN	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

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

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

_____
Rolando R. Lavarro, Jr., President of Council

_____
Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

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

Full Title of Ordinance/Resolution:

Resolution authorizing the Business Administrator to execute a Discharge of Mortgage affecting real property located at: 301 Armstrong Avenue, Jersey City, NJ 07305

Initiator

Department/Division:	**HEDC**	**Community Development**
Name/Title:	Kimberly El-Sadek **Initialed:**	Chief Program Coordinator/CDBG-HORP
Phone/Email:	201-547-5086	kel-sadek@jcnj.org

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

Resolution Purpose

Discharge of HORP/SHRP Mortgage affecting real property located at:

Property Address: 301 Armstrong Avenue, Jersey City, NJ 07305

Block: 25401 f/k/a 1280.A Lot: 10 f/k/a 17

HORP/SHRP Mortgage Amount: $ 6,000.00

Execution Date of HORP/SHRP Mortgage: 10/29/1999

Recording Date of HORP/SHRP Mortgage: 12/14/1999 Book: 7290 Page: 007

Basis for Discharge of Mortgage:

☒ Maturity of HORP/SHRP Mortgage: 10/29/2004
Maturity Date

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

I certify that all the facts presented herein are accurate.

Signature of Department Director **Date** 9/28/16

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

City Clerk File No. Res. 16.698

Agenda No. 10.F

Approved: OCT 2 6 2016

TITLE:

RESOLUTION AUTHORIZING THE BUSINESS ADMINISTRATOR TO EXECUTE A DISCHARGE OF MORTGAGE AFFECTING 40 SOUTH STREET, A/K/A BLOCK 2303, LOT 45, F/K/A BLOCK 785, LOT G

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

WHEREAS, on October 19, 2000, Rosemary Economides and John C. Meyers (Borrowers) executed a Note and Mortgage in favor of the City of Jersey City (City) to secure the City's loan to her in the amount of $6,000.00 made under the Home Owner Rehabilitation Program (HORP); and

WHEREAS the Mortgage was recorded in Book 7734 at Page 334 of the Register of Deeds for Hudson County on November 28, 2000; and

WHEREAS, the loan 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 40 South Street, Jersey City, also known as Block 2303, Lot 45, f/k/a Block 785, Lot G; and

WHEREAS, the mortgage provides that upon expiration of the fifth year after signing the Mortgage, it will be forgiven in its entirety; 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 in the sum of $6,000.00 affecting 40 South Street, Jersey City, Jersey City, also known as Block 2303, Lot 45, f/k/a Block 785, Lot G.

JLB/he
10/12/16

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 10.26.16											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
HALLANAN	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

_____
Rolando R. Lavarro, Jr., President of Council

_____
Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

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

Full Title of Ordinance/Resolution:

Resolution authorizing the Business Administrator to execute a Discharge of Mortgage affecting real property located at: 40 South Street, Jersey City, NJ 07307

Initiator

Department/Division:	**HEDC**	**Community Development**
Name/Title:	Kimberly El-Sadek **Initialed:**	Chief Program Coordinator/CDBG-HORP
Phone/Email:	201-547-5086	kel-sadek@jcnj.org

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

Resolution Purpose

Discharge of HORP/SHRP Mortgage affecting real property located at:

Property Address: 40 South Street, Jersey City, NJ 07307

Block: 2303 f/k/a 785 Lot: 45 f/k/a G

HORP/SHRP Mortgage Amount: $ 6,000.00

Execution Date of HORP/SHRP Mortgage: 10/19/2000

Recording Date of HORP/SHRP Mortgage: 11/28/2000 Book: 7734 Page: 334

Basis for Discharge of Mortgage:

☒ Maturity of HORP/SHRP Mortgage: 10/19/2005 (Maturity Date)

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

I certify that all the facts presented herein are accurate.

Signature of Department Director **Date** 9/28/16

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

City Clerk File No. Res. 16.699

Agenda No. 10.G

Approved: OCT 2 6 2016

TITLE:

RESOLUTION REMOVING THE AFFORDABILITY RESTRICTIONS PURSUANT TO AN AFFORDABLE HOUSING AGREEMENT DATED MAY 14, 1999 AFFECTING BLOCK 20201, LOT 55 ALSO KNOWN AS 223-225 WHITON STREET

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

WHEREAS, on May 14, 1999, the City executed an Affordable Housing Agreement (Agreement) with Whiton Street Associates, LLC, (the developer) which contained restrictive covenants intended to run with the land with respect to the affordable housing units described therein, on certain property including property identified as Block 20201, Lot 55 on the tax map of the City of Jersey City, County of Hudson, also known as 223-225 Whiton Street, formerly known as Block 2044, Lot P (the Property); and

WHEREAS, the purpose of the Agreement is to ensure that the two-family units remain affordable to low and very low income eligible households for a minimum period of twenty (20) years; and

WHEREAS, the Agreement was recorded on May 14, 1999 at the Hudson County Register's Office in Deed Book 5436 at page 247; and

WHEREAS, on or about March 19, 2001, the developer gave a deed to Lisa Gaetan for the purchase of one of the affordable units located at 223-225 Whiton Street, Jersey City; and

WHEREAS, on March 19, 2001, Ms. Gaetan executed a mortgage with the City in the amount of $40,000 which was recorded as a second lien to the first purchase money mortgage with First Union Mortgage Corporation in the amount of $115,000, which was subsequently assigned to Specialized Loan Servicing LLC; and

WHEREAS, since Ms. Gaetan defaulted on the first mortgage in 2014, a foreclosure action was commenced under Docket No. F-21819-14 and a judgment of Foreclosure was entered on May 1, 2015; and

WHEREAS, according to the Agreement, upon a judgment of Foreclosure, the City shall execute a document to be recorded in the county as evidence that the affordable housing unit is forever released from the restrictions of the Agreement; and

WHEREAS, in addition, pursuant to the judgment of Foreclosure, the City shall be entitled to any surplus funds which exceeds the difference between the sales price of the Property at the time of the foreclosure sale and the amount necessary to satisfy the debt of Specialized Loan Servicing LLC including costs of foreclosure; and

WHEREAS, at the Sheriff's sale, the Property was sold to a potential purchaser for $269,000, however, the purchaser will not remit the balance of the amount owed to complete the sale until the City release the restrictions in order for the purchaser to have marketable title; and

WHEREAS, it is in the best interests of the City to release the Property from the restrictions in order for the foreclosure sale to be completed; and

WHEREAS, in accordance with State Law in order for this Resolution to be recorded in the Hudson County Register's Office it must contain an acknowledgment.

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

1. Block 20201, Lot 55 on the tax map of the City of Jersey City, County of Hudson, also known as 223-225 Whiton Street, formerly known as Block 2044, Lot P is hereby released from all of the restrictions and covenants contained in the Affordable Housing Agreement between the City of Jersey City and Whiton Street Associates, LLC dated May 14, 1999 and recorded in Deed Book 5436 at Page 247.

TITLE: **RESOLUTION REMOVING THE AFFORDABILITY RESTRICTIONS PURSUANT TO AN AFFORDABLE HOUSING AGREEMENT DATED MAY 14, 1999 AFFECTING BLOCK 20201, LOT 55 ALSO KNOWN AS 223-225 WHITON STREET**

2. The restrictions and covenants shall remain in full force and effect for the remaining properties identified in the Affordable Housing Agreement dated May 14, 1999 and recorded on May 14, 1999.

3. The Mayor is hereby authorized to execute this Resolution and a Notary Public notarize the acknowledgment contained herein in accordance with law so that same may be recorded in the Hudson County Register's Office.

In Witness Whereof, the City of Jersey City has caused these presents to be signed by its proper corporate officers and caused its proper corporate seal to be hereto affixed that day and year first above written.

WITNESS **CITY OF JERSEY CITY**

Robert Byrne, City Clerk Steven M. Fulop, Mayor

STATE OF NEW JERSEY)
SS:
COUNTY OF HUDSON)

BE IT REMEMBERED, that on this _____day of_____ Two Thousand Sixteen before me the subscriber, a Notary Public of the State of New Jersey personally appeared Robert Byrne who, made proof to my satisfaction that he is the City Clerk Jersey City a Municipal Corporation of the State of New Jersey, that he well knows the corporate seal of said corporation; that the seal affixed to said instrument is the corporate seal of said corporation, that the said seal was so affixed and the said instrument signed and delivered by Steven M. Fulop who was at the date thereof the Mayor of said municipal corporation, in the presence of this deponent, and said Mayor, at the same time acknowledged that he signed, sealed and delivered the same as his voluntary act and deed, and as the voluntary act and deed of said corporation, and that deponent, at the same time subscribed his name to said instrument as a witness to the execution thereof.

Sworn and subscribed to
Before me this day
of , 2016.

Notary Public Robert Byrne, City Clerk

IGW/cw
10-13-16

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 10.26.16											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
HALLANAN	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

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

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

Rolando R. Lavarro, Jr., President of Council Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

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

Full Title of Ordinance/Resolution

RESOLUTION REMOVING THE AFFORDABILITY RESTRICTIONS PURSUANT TO AN AFFORDABLE HOUSING AGREEMENT DATED MAY 14, 1999 AFFECTING BLOCK 20201, LOT 55 ALSO KNOWN AS 223-225 WHITON STREET

Initiator

Department/Division	Law	Law
Name/Title	Itza Wilson	Asst. Corporation Counsel
Phone/email	201-547-5229	IWilson@jcnj.org

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

Resolution Purpose

On May 14, 1999, the City of Jersey City executed an Affordable Housing Agreement with Whiton Street Associates, LLC, (the developer) to ensure that the two-family unit located at 223-225 Whiton Street, Block 20201, Lot 55, formerly known as Block 2044, Lot P remain affordable to low and very low income eligible households for a minimum period of twenty (20) years. In 2001, the Property was sold to Lisa Gaetan. In 2014, Ms. Gaetan defaulted on her first purchase money mortgage with Specialized Loan Servicing, LLC and a judgment of Foreclosure was entered against the Property on May 1, 2015. Pursuant to the Affordable Housing Agreement, upon a judgment of Foreclosure, the City shall execute a document to be recorded in the county as evidence that the affordable housing unit is forever released from the restrictions of the Agreement. The restrictions and covenants shall remain in full force and effect for the remaining properties identified in the Affordable Housing Agreement dated May 14, 1999.

I certify that all the facts presented herein are accurate.

_____ _____

Signature of Department Director **Date**

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

City Clerk File No. Res. 16.700

Agenda No. 10.H

Approved: OCT 2 6 2016

TITLE:

TITLE **RESOLUTION AUTHORIZING THE CITY OF JERSEY CITY TO ACCEPT A GRANT AWARD IN THE AMOUNT OF $14,400 FROM USA SWIMMING FOUNDATION LOCAL PARTNER**

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

WHEREAS, the Jersey City Department of Recreation applied for a grant from the USA Swimming Foundation Make a Splash Local Partner to fund the teaching of water safety to 450 children in Jersey City; and

WHEREAS, the USA Swimming Foundation Make a Splash grant will also fund three Water Safety Instructor scholarships; and

WHEREAS, the USA Swimming Foundation Make a Splash Local Partner program will be integrated into the Jersey City Department of Recreation Learn to Swim curriculum; and

WHEREAS; the City of Jersey City-Department of Recreation will implement this program to accomplish the following program objectives:

1. Prepare young children to be safer around bodies of water by teaching water safety skills that could ultimately save lives.

2. Positively impact young people in the City of Jersey City - Department of Recreation community by developing lifelong skills that combat childhood obesity by increasing health, recreational and fitness opportunities.

3. Utilize a multi-level, progressive swimming program to teach children the process of achieving – encourage them to dream, set worthy goals, and work towards those goals, be a good teammate and achieve measurable results.

4. Enhance the positive impact of the City of Jersey City - Department of Recreation aquatic program by offering learn-to-swim opportunities to young people who otherwise would not be in swim lessons; and

WHEREAS; these program objectives are incorporated into the Jersey City Department of Recreation instructional format to provide no less than four (4) hours in-water instruction daily for each participant; and

City Clerk File No. Res. 16.700

Agenda No. 10.H OCT 2 6 2016

TITLE:

WHEREAS; the Jersey City Department of Recreation agrees to provide enrollment reports to the USA Swimming Foundation to include a detailed accounting of all activities and expenditures; and

WHEREAS; program participants will be covered under insurance held by the City of Jersey City Department of Recreation and such coverage shall indemnify, defend and hold harmless the USA Swimming Foundation and USA Swimming from any claims, liabilities and fines associated with the Jersey City Department of Recreation swimming program operations;

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

1) The City of Jersey City accepts a grant in the amount of $14,400.00 from the USA Swimming Foundation; and

2) The Office of Management and Budget is authorized to set up an account for the USA Swimming Foundation grant in the amount of $14,400.00.

APPROVED: _____

APPROVED: _____
Business Administrator

APPROVED AS TO LEGAL FORM

R.R. 10-19-16

_____
Corporation Counsel

Certification Required ☐

Not Required ☒

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 10.26.16											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
HALLANAN	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

Rolando R. Lavarro, Jr. President of Council

Robert Byrne, City Clerk

Resolution Fact Sheet:

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

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING THE JERSEY CITY DEPARTMENT OF RECREATION TO ACCEPT A GRANT FROM THE USA SWIMMING FOUNDATION LOCAL PARTNER PROGRAM IN THE AMOUNT OF $14, 400.00

Project Manager

Department/Division	Recreation	Learn to Swim
Name/Title	Joseph Iwuala	Fiscal Officer
Phone/email	201-547-4446	jiwuala@jcnj.org

Resolution Purpose

1. The purpose of this resolution is to approve the department's efforts to expand its water safety and instruction program.
2. To provide approximately 450 children swimming lessons and awareness about water safety measures.
3. To select three recipients to receive the USA Swimming Foundation Water Safety Instructor Scholarships

I certify that all facts presented herein are accurate

Signature of Department Director

Dear Rosemarie,

As promised in the Letter of Agreement, we have enclosed a check, in the amount of $14,400, from the USA Swimming Foundation for the Program Program.

We will continue to monitor the program through your quarterly reports noting how many children are served using this grant money. Enrollment reports requesting the participant data will be due, **June 1, September 1, and January 1**. Upon total expenditure of this grant, we ask that you send a final financial report and program report.

As always, we would like to thank you for being an integral part of the learn-to-swim community Foundation and for everything you do towards helping us reach our goal of bringing swim lessons to **1 million children annually by 2017.**

Please let me know if you have any questions, and thank you again for all the great work you are doing!

Sincerely,

Shweta Shreyarthi

Make a Splash Program Coordinator

30

UNITED STATES SWIMMING FOUNDATION

OUR REF. NO.	YOUR INVOICE NO.	INVOICE DATE	INVOICE AMOUNT	AMOUNT PAID	DISCOUNT TAKEN	NET CHECK AMOU
004348	MAS GRANT	9/7/2016	14,400.00	14,400.00	0.00	14,400.

300

USA SWIMMING FOUNDATION

USA SWIMMING FOUNDATION
1 Olympic Plaza
Colorado Springs, Colorado 80909

WELLS FARGO BANK, N.A.
23-7-1020

CHECK DATE	CONTROL NO.	AMOUNT
9/15/2016	003004	*****14,400.00

PAY Fourteen Thousand Four Hundred and 00/100----------

TO THE ORDER OF
CITY OF JERSEY CITY DEPT OF RECREATI
ATTN: ROSEMARIE NUNEZ
1 CHAPEL AVE.
JERSEY CITY, NJ 07305

AUTHORIZED SIGNATURE

⑈003004⑈ ⑆102000076⑆ 2271291912⑈

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

City Clerk File No. Res. 16.701

Agenda No. 10.I

Approved: OCT 2 6 2016

TITLE:

RESOLUTION AUTHORIZING THE ACCEPTANCE OF GRANTS FUNDS FROM THE NEW JERSEY DEPARTMENT OF LAW AND PUBLIC SAFETY, DIVISION OF HIGHWAY TRAFFIC SAFETY FOR
THE JERSEY CITY COMPREHENSIVE TRAFFIC SAFETY PROGRAM (2017)

COUNCIL **Offered and moved adoption of the following resolution.**

WHEREAS, the need to raise the awareness and increase safety through a combination of enforcement and education initiatives which are essential to all motorists and pedestrians who utilize the streets of Jersey City; and

WHEREAS, the New Jersey Department of Law and Public Safety has recognized this need; and

WHEREAS, the Division of Highway Traffic Safety has awarded the Jersey City Police Department the FY 2017 award of **$26,700.00** in overtime reimbursement grant funding to be utilized during the time period from October 1, 2016 until September 30, 2017; and

WHEREAS, the Jersey City Police Department wishes to accept these funds to promote enforcement and awareness in the areas of Pedestrian Safety, Aggressive Driving, Drunk Driving, and to purchase commodities; and

WHEREAS, the Jersey City Police Department would like to accept the **$26,700.00** in overtime reimbursement grant funding to be utilized during the above mentioned time frame which has been deemed appropriate as per the Division of Traffic Highway Safety upon the acceptance of this award.

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

1. The City of Jersey City authorizes to accept the award of **$26,700.00** from the Division of Highway Traffic Safety to be used to reimburse for overtime patrols to promote education and enforcement for pedestrian safety, aggressive driving, drunk driving, and purchase commodities to help spread the message to "Walk and Drive Safely Jersey City."

2. The Office of Management and Budget is hereby authorized to establish the proper account for these funds.

APPROVED: _____ APPROVED AS TO LEGAL FORM

APPROVED: _____ Business Administrator _____ Corporation Counsel

B.R. 10-14-16

Certification Required ☐

Not Required ☒

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 10.26.16											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
HALLANAN	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

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

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

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

RESOLUTION FACT SHEET - CONTRACT AWARD

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

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING THE ACCEPTANCE OF GRANTS FUNDS FROM THE NEW JERSEY DEPARTMENT OF LAW AND PUBLIC SAFETY, DIVISION OF HIGHWAY TRAFFIC SAFETY FOR *THE JERSEY CITY COMPREHENSIVE TRAFFIC SAFETY PROGRAM (2017)*

Project Manager

Department/Division	Jersey City Police Department	Grants Office
Name/Title	Sgt. Jaclyn Marcazo	Sergeant
Phone/email	201- 547-4736	jmarcazo@njjcps.org

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

Contract Purpose

The Jersey City Police Department would like to accept the FY 2017 grant award from New Jersey Division of Highway Traffic Safety in the amount of **$26,700.00** to support the Jersey City Comprehensive Traffic Safety Program. This grant will continue to provide the funding to support overtime salaries for enforcement initiatives such as DWI Checkpoints, DWI Roving Patrols, Seatbelt Enforcement, Aggressive Driving Enforcement, and Pedestrian Decoy Operations.

Funds will also be used to purchase traffic safety activity books for children to learn about safe walking tips.

Cost (Identify all sources and amounts)

Grant Funds

Contract term (include all proposed renewals)

October 1, 2016 until September 30, 2017

Type of award State Grant

If "Other Exception", enter type

Additional Information

The DHTS FY 2017 award letter is attached to this Resolution.

I certify that all the facts presented herein are accurate.

Signature of Department Director **Date** 10/11/16

STATE OF NEW JERSEY SAGE

System for Administering Grants Electronically

User: Elyse Gibbs
Logout

Main Menu | **System Messages**

Move Message To My Messages (447) GO LIST DELETE

SYSTEM MESSAGE

From Grant System

Sent 9/27/2016 1:58:16 PM

Subject Your Application FED-2017-Jersey City-00137 has been approved by NJDHTS.

Message Congratulations, your Application FED-2017-Jersey City-00137 was approved by DHTS on Sep 27, 2016. The Project Director must login to SAGE to view the Contract Agreement within your Grant Application in order to activate your grant. Please be aware that your application may have been revised during the review process. Therefore it is very important that the Project Director, Financial Officer and the Authorizing Official review the Contract Agreement within SAGE for the final version.

Move Message To My Messages (447) GO LIST DELETE

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STATE OF NEW JERSEY SAGE
System for Administering Grants Electronically

Application: FED-2017-Jersey City-00137
Status: Confirmation of Receipt
User: Elyse Gibbs
Role: Agency Administrator
Logout

Main Menu ▶ | Actions ▶ | Application Menu ▶ | Related Pages ▶

SAVE | SAVE/NEXT | DELETE | VIEW PDF | ADD NOTE | FIRST | PREVIOUS | NEXT | LAST

Created By: Gibbs, Elyse on 10/5/2016 12:04:03 PM

You are here: > Contract Agreement

CONTRACT AGREEMENT

Project Title	Jersey City Comprehensive Traffic Safety Program
Grant Number	PT-17-03-04-02
Federal Fiscal Year	2017
Amount Awarded	$26,700
Funding Source	SECTION 402-STATE AND COMMUNITY HIGHWAY SAFETY-CFDA 20.600
Project Period	10/1/2016 - 9/30/2017
Project Director	Jaclyn Marcazo
Financial Officer	Donna Mauer
Authorizing Official	Steven Fulop

Federal policy requires notification of Limited English Proficiency (LEP) requirements to entities that receive Federal funds. A copy of the US Department of Transportation's guide entitled, "Policy Guidance Concerning Recipients' Responsibilities to Limited English Proficient (LEP) Persons" can be found on our website at www.state.nj.us/lps/htsalong with a power point presentation

The personnel of this Division look forward to the success of this project in improving highway traffic safety and are prepared to assist you in any way. Thank you for your interest and contributions to making New Jersey a safer state.

Gary Poedubicky
Acting Director and Governor's Representative

☑ **I the Project Director agree to the Terms and Conditions above.***

SAVE | SAVE/NEXT | DELETE | VIEW PDF | ADD NOTE | FIRST | PREVIOUS | NEXT | LAST

1440960

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

City Clerk File No. Res. 16.702

Agenda No. 10.J

Approved: OCT 2 6 2016

TITLE:

RESOLUTION AUTHORIZING THE JERSEY CITY POLICE DEPARTMENT TO ACCEPT FUNDING FROM THE U.S. DEPARTMENT OF JUSTICE; OFFICE OF COMMUNITY ORIENTED POLICING SERVICES (COPS), FOR PARTICIPATION IN THE COPS HIRING FY 2016 PROGRAM

COUNCIL OFFERED AND MOVED
ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, the United States Department Of Justice, Office of Community Oriented Policing Services (COPS) has announced that they are awarding funds to the Jersey City Police Department in the amount of $1,875,000.00 that is designed to address the full-time sworn officer needs in states and local law enforcement agencies nationwide; and

WHEREAS, this funding is to be used to pay salaries of newly hired law enforcement officers in an effort to increase public safety through increasing law enforcements community policing capacity; and

WHEREAS, the Jersey City Police Department desires to participate in this program; and accept funds to assist with the cost of paying the salaries of 15 newly hired police officers; and

WHEREAS, in previous years' this funding has enabled the Jersey City Police Department to put more officers on the street to address quality of life and other crimes; and

WHEREAS, the United States Department of Justice will reimburse the Jersey City Police Department a total of $1,875,000.00 which is 75 % per officer over a 36-month (3 Year) grant period broken down as $41,666.67 per year for each officer and an overall local match requirement of $1,193,887.00.

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

The City of Jersey City is hereby authorized to accept funding from the United States Department of Justice – Office of Community Oriented Policing Services (COPS), for participation in the COPS Hiring FY 2016 Program.

APPROVED: Jerome Cala

APPROVED: Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel

R.R. 10-17-16

Certification Required ☐

Not Required ☑

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 10.26.16											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
HALLANAN	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

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

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

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

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

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING THE JERSEY CITY POLICE DEPARTMENT TO ACCEPT FUNDING FROM THE U.S. DEPARTMENT OF JUSTICE; OFFICE OF COMMUNITY ORIENTED POLICING SERVICES (COPS), FOR PARTICIPATION IN THE COPS HIRING FY 2016 PROGRAM

Initiator

Department/Division	**Police Department**	**Grants**
Name/Title	**Elyse Gibbs**	**Supervising Analyst Grant Applications Program Monitor**
Phone/email	**201-547-5413 or 862-754-1820**	**ejgibbs@njjcps.org**

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

Resolution Purpose

1. Authorization to accept funds under the FY 16 COPS Hiring Grant Program (COPS) in the amount of $1,875,000.00 under the COPS Hiring Grant Program which will provide funding to the Jersey City Police Department to exclusively pay salaries for newly hired Police Officers under the above mentioned program to reduce gun violence that is being committed by juvenile gang members, and drug related incidents that are being committed within the community.

*****Please note there is a local match of $1,193,887.00 for this grant*****

I certify that all the facts presented herein are accurate.

Jerome Cole

Signature of Public Safety Director

10/12/16

Date

U.S. Department of Justice
Office of Community Oriented Policing Services
145 N Street, NE, Washington, D.C. 20530

COPS

2016 COPS Hiring Program Awards

State and Agency Name		Number of Officers Awarded	Award Amount
Alabama			
	Bessemer Police Department	5	$625,000
	Montgomery, City of	15	$1,875,000
	Muscle Shoals, City of	1	$125,000
Alaska			
	Ft. Yukon Police Department	1	$125,000
	King Cove Police Department	1	$125,000
American Samoa			
	American Samoa Criminal Justice Planning Agency	8	$602,840
Arizona			
	Maricopa, City of	2	$250,000
	Peoria, City of	1	$125,000
	Surprise Police Department	2	$250,000
Arkansas			
	Gurdon, City of	1	$80,414
	Harrison Police Department	2	$250,000
	Springdale Police Department	1	$125,000
	West Memphis Police Department	2	$212,930
California			
	California City	1	$125,000
	Lakeport, City of	1	$125,000
	Lemoore, City of	1	$125,000

	East Orange	11	$1,375,000
	Essex County Sheriff's Office	15	$1,875,000
	Fort Lee, Borough of	1	$125,000
	Hamilton, Township of	3	$375,000
	Hudson County Sheriff's Office	12	$1,500,000
	Jersey City	15	$1,875,000
	Orange Township, City of	6	$1,408,050
	Paterson, City of	15	$2,820,053
New Mexico			
	Hobbs Police Department	5	$625,000
New York			
	Cortland Police Department	1	$125,000
	Middletown Police Department	4	$500,000
North Carolina			
	Burlington Police Department	6	$735,059
	Charlotte-Mecklenburg Police Department	15	$1,875,000
	Durham Police Department	15	$1,850,801
	Elizabeth City	1	$121,881
	Greenville Police Department	4	$500,000
	High Point Police Department	8	$1,000,000
	Monroe Department of Public Safety	4	$500,000
	Mooresville Police Department	4	$500,000
North Dakota			
	Grand Forks Police Department	4	$500,000
	West Fargo, City of	1	$125,000
Ohio			
	Austintown, Township of	2	$250,000

	Canton, City of	9	$1,125,000
	Cincinnati, City of	15	$1,875,000
	Cuyahoga Metropolitan Housing Authority Police	4	$500,000
	Dayton, City of	15	$1,875,000
	East Cleveland Police Department	2	$366,434
	Norton Police Department	1	$119,267
	Port Clinton, City of	1	$125,000
	Whitehall	2	$250,000
	Youngstown Police Department	8	$747,368
Oklahoma			
	Apache Police Department	1	$89,797
	Bixby Police Department	1	$125,000
	Dewar Police Department	1	$69,208
	Guthrie, City of	1	$125,000
	Marietta, City of	1	$107,791
	Sallisaw, City of	1	$93,260
Oregon			
	Florence Police Department	1	$125,000
	Gresham Police Department	2	$250,000
	Jackson County Sheriff's Department	2	$250,000
Pennsylvania			
	Hazleton Police Department	2	$614,747
	Pottsville Bureau of Police	1	$125,000
Puerto Rico			
	Barceloneta, Municipality of	2	$191,134
	Bayamon, Municipality of	4	$264,728

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

City Clerk File No. Res. 16.703

Agenda No. 10.K

Approved: OCT 2 6 2016

TITLE:

RESOLUTION AUTHORIZING THE EXECUTION OF A SECOND MEMORANDUM OF AGREEMENT WITH THE CORPORATION FOR NATIONAL AND COMMUNITY SERVICE REGARDING THE CITY OF JERSEY CITY'S PARTICIPATION IN THE VISTA PROGRAM

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

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

WHEREAS, the City of Jersey City ("City") submitted an application last year to the CNCS for the City to participate in the VISTA Program which was approved; and

WHEREAS, Resolution 15.327, approved on May 13, 2015, authorized the City to execute a Memorandum of Agreement (MOA) with CNCS for the provision of VISTA Program services to the City for a three year period beginning on April 19, 2015; and

WHEREAS, under the terms of the MOA the CNCS provides the City with the services of nine VISTA volunteers and the City pays a living stipend of $13,297.00 per VISTA volunteer per year for two of the VISTA Volunteers as well as costs for health benefits, FICA, optional life insurance and education awards/end-of-year stipends for each of the nine VISTA volunteers; and

WHEREAS, the approximate value of the services provided by the VISTA volunteers to the City during the first year of the contract was $338,558.00; and

WHEREAS, the City applied to CNCS to expand the VISTA Program by increasing the number of City Departments and Divisions that the VISTA volunteers provide services to; and

WHEREAS, the CNCS agreed to the expansion of the VISTA Program and will provide the City with five more VISTA volunteers provided the City pays the living stipend of $13,294.00 per year for one of the five new VISTA volunteers and fringe benefits; and

WHEREAS, there will be a total of fourteen VISTA volunteers providing services to the City; and

WHEREAS, the City's total cost to pay for one year of the living stipends of VISTA Program volunteers will increase from $26,594.00 to $39,888.00; and

WHEREAS, the sum of $ 1,250 is available in the Resident Response Center Operating Current Fund Account No **01-201-20-111-314** and the remaining funds will be made available in the fiscal year 2017 temporary and/or permanent budgets; and

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

City Clerk File No. Res. 16.703

Agenda No. 10.K OCT 2 6 2016

TITLE:

WHEREAS, the CNCS agreed to the expansion of the VISTA Program and will provide the City with five more VISTA volunteers provided the City pays the living stipend of $13,294.00 per year for one of the five new VISTA volunteers and fringe benefits; and

WHEREAS, there will be a total of fourteen VISTA volunteers providing services to the City; and

WHEREAS, the City's total cost to pay for one year of the living stipends of VISTA Program volunteers will increase from $26,594.00 to $39,888.00; and

WHEREAS, the sum of $ 1,250 is available in the Resident Response Center Operating Current Fund Account No **01-201-20-111-314** and the remaining funds will be made available in the fiscal year 2017 temporary and/or permanent budgets; and

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

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

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

1. The Mayor or Business Administrator is authorized to execute a second Memorandum of Agreement in the form of the attached with the Corporation for National and Community Service that allows the City of Jersey City to expand the VISTA Program by adding five additional VISTA Program volunteers; and

2. The City shall pay the annual living stipend of three VISTA volunteers increasing the City's annual cost from $26,594.00 to $39,888.00.

I, _____, Donna Mauer Chief Financial Officer, certify that funds in the amount of $1,250 are available in Account No. 01-201-20-111-314, P.O. 122758.

RR
10-12-16

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 10.26.16											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
HALLANAN	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

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

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

Rolando R. Lavarro, Jr. President of Council

Robert Byrne, City Clerk

RESOLUTION FACT SHEET - CONTRACT AWARD

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

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING THE EXECUTION OF A SECOND MEMORANDUM OF AGREEMENT WITH THE CORPORATION FOR NATIONAL AND COMMUNITY SERVICE REGARDING THE CITY OF JERSEY CITY'S PARTICIPATION IN THE VISTA PROGRAM

Project Manager

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

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

Contract Purpose

The VISTA program is administrated by the Corporation for National and Community Service ("CNCS"), a Federal Agency. Resolution 15.327, approved on May 13, 2015, authorized the City to execute a Memorandum of Agreement (MOA) with CNCS for the provision of VISTA Program services to the City for a 3 year period beginning on April 19, 2015. Pursuant to the MOA the CNCS provides the City with the services of 9 VISTA volunteers and the City pays a living stipend of $13,297.00 per VISTA volunteer per year for 2 of the VISTA Volunteers. The City applied to CNCS to expand the VISTA Program by increasing the number of City Departments and Divisions that the VISTA volunteers provide services to. The CNCS agreed to the expansion of the VISTA Program and will provide the City with 5 more VISTA volunteers provided the City pays the living stipend of $13,294.00 per year for 1 of the 5 new VISTA volunteers. The City's total cost to pay for 1 year of the living stipends of VISTA Program volunteers will increase from $26.594.00 to $39.888.00.

Cost (Identify all sources and amounts)

$39,880.00 per year

Contract term (include all proposed renewals)

Thee years commencing April 19, 2015

Type of award Contract with Federal Agency

If "Other Exception", enter type

Additional Information

I certify that all the facts presented herein are accurate.

Signature of Department Director **Date** 10/17/16

CORPORATION FOR NATIONAL AND COMMUNITY SERVICE
AmeriCorps VISTA

MEMORANDUM OF AGREEMENT

Between

City of Jersey City
280 Grove Street
Jersey City, NJ 07302-3610
EIN: 226002013

and

Corporation for National and Community Service
New Jersey State Office
44 South Clinton Ave
Suite 312
Trenton, NJ 08609-1241

Pursuant to Title I, Pub.L. 93-113, the Domestic Volunteer Service Act of 1973, as amended, 87 Stat. 394 hereinafter, the "Act"

This Memorandum of Agreement, hereinafter referred to as "the Agreement", between the two above-captioned parties: 1) Corporation for National and Community Service, hereinafter referred to as "CNCS"; and 2) City of Jersey City, hereinafter referred to as the "Sponsor", sets forth the parties' understanding concerning the establishment and operation of a local project under the AmeriCorps VISTA program, pursuant to Title I, Part A of the Domestic Volunteer Service Act, as amended, (42 U.S.C.§§ 4950 et seq.), hereinafter may be referred to as "the Act". The primary purpose of this agreement is for CNCS to provide the Sponsor with up to fourteen (14) AmeriCorps VISTA members and up to zero (0) Summer Associates to perform volunteer service to strengthen and supplement efforts to eliminate poverty and poverty-related human, social, and environmental problems as specified in the Project Application. The Project Application is incorporated in this Agreement by reference.

The project shall be cost-shared between CNCS and the Sponsor. Accordingly, the Agreement provides for the Sponsor's funding of up to $39,888.00 to cost-share up to three (3) AmeriCorps VISTA member(s) and up to zero (0) Summer Associates and the assignment of up to eleven (11) AmeriCorps VISTA members(s) and up to zero (0) Summer Associates supported by CNCS. The Sponsor's cost-share of up to three (3) VISTAs and Summer Associates is subject to annual review and renewal every 12 months. The final numbers of AmeriCorps VISTA members and/or Summer Associates placed may be less than the number listed above due to considerations, such as those related to the management, resources and budget of the VISTA program. Specific details regarding cost-share payment roles and responsibilities associated with this Agreement are set forth in paragraph 20 of Part II of this Agreement.

This Agreement is for one year, and shall become effective on the date of 04/19/2015 execution of this Agreement. The date of execution of this agreement is the date that the final signatory for either party signs and dates this Agreement. This Agreement is subject to performance of the terms as set forth in this Agreement, below in Part II. Activity on the project shall be deemed to have begun on 04/19/2015 and shall end thereafter on 09/02/2017, unless terminated sooner by either or both of the parties.

Click below to view:
General Provisions of the Cost Share MA

In witness whereof, the parties whose signatures appear below attest to having the authority to enter into this Agreement and agree that this Agreement will become effective on the aforementioned date. (The Sponsor and Corporation for National and Community Service staff must sign the Memorandum of Agreement even though single signatures only are required for grant agreements.)

Sponsor

By: _____
(Sponsor signature)

Name: Kevin T. Lyons

Title:

Date: _____

City of Jersey City
Address: 280 Grove Street
Jersey City, NJ 07302-3610

Phone: (201) 547-5116

Sponsor Location Code Number: 61125
Sponsor DUNS Number: 831438275

Corporation for National and Community Service

By: _____
(State Director signature)

Name: Erin McGrath

Title: State Program Director

Date: _____

Corporation for National and Community Service
Address: New Jersey State Office
44 South Clinton Ave
Suite 312
Trenton, NJ 08609-1241

Phone: 609-989-2246

By: _____
(Executive Officer signature)

Name: Budget Analyst
Stephen Elias

Title:

Date: _____

Corporation for National and Community Service
Address: 250 E Street SW
Suite 300
Washington, DC 20525-0001

Phone: 202-606-6626

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

City Clerk File No. Res. 16.704

Agenda No. 10.L

Approved: OCT 2 6 2016

TITLE:

RESOLUTION AUTHORIZING THE EXECUTION OF A RECOGNITION AND NON-DISTURBANCE AGREEMENT BETWEEN AND AMONG THE CITY OF JERSEY CITY, MONTGOMERY GARDENS FAMILY PHASE I URBAN RENEWAL, ASSOCIATES, LP AND THE NEW JERSEY HOUSING AND MORTGAGE FINANCE AGENCY IN CONNECTION WITH THE MONTGOMERY GARDENS FAMILY PHASE I APARTMENTS PROJECT

COUNCIL offered and moved adoption of the following resolution:

WHEREAS, the Montgomery Gardens Family Phase I Family Project is a mixed-income residential rental housing development consisting of 126 units located at 561 Montgomery Street, Jersey City, Block 13602, Lot 1 ("Project"); and

WHEREAS, the City of Jersey City ("City") administers the Affordable Housing Trust Fund ("AHTF) which is used for the purpose of rehabilitation or construction or preservation of existing low to moderate income affordable housing or the construction of new low to moderate income affordable housing; and

WHEREAS, a the New Jersey Housing and Mortgage Finance Agency ("NJHMFA") is an agency of the State of New Jersey and provides Low Income Housing Tax Credit financing for the development of affordable multifamily, single family and supportive housing; and

WHEREAS, the Jersey City Housing Authority ("JCHA") is non-profit public housing authority that has executed with the City an Affordable Housing Trust Funds Contract and mortgage for AHTF funds for the Project in the aggregate principal amount of up to $2,000,000.00; and

WHEREAS, the Montgomery Gardens Family Phase I Urban Renewal Associates, LP ("MGF") is partnering with the JCHA in a long term lease to develop the Project and will own the improvements; and

WHEREAS, Citibank, N.A. ("Citibank") is providing a Project loan in the amount of $1,900,000.00; and

WHEREAS, as a condition of making Project loans, the NJHMFA and Citibank have requested that the City execute the Recognition and Non-Disturbance Agreement Regarding Leasehold Mortgage and Lease attached hereto.

Continuation of Resolution _____ Pg. # 2

City Clerk File No. Res. 16.704

Agenda No. 10.L OCT 2 6 2016

TITLE:

RESOLUTION AUTHORIZING THE EXECUTION OF A RECOGNITION AND NON-DISTURBANCE AGREEMENT BETWEEN AND AMONG THE CITY OF JERSEY CITY, MONTGOMERY GARDENS FAMILY PHASE I URBAN RENEWAL, ASSOCIATES, LP AND THE NEW JERSEY HOUSING AND MORTGAGE FINANCE AGENCY IN CONNECTION WITH THE MONTGOMERY GARDENS FAMILY PHASE I APARTMENTS PROJECT

NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of the City of Jersey City that subject to such modifications as may be deemed necessary or appropriate by Corporation Counsel, the Mayor or Business Administrator is authorized to execute the Recognition and Non-Disturbance Agreement Regarding Leasehold Mortgage and Lease attached hereto.

RR
10-18-16

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 10.26.16											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
HALLANAN	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

_____
Rolando R. Lavarro, Jr., President of Council

_____
Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

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

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING THE EXECUTION OF A RECOGNITION AND NON-DISTURBANCE AGREEMENT BETWEEN AND AMONG THE CITY OF JERSEY CITY, MONTGOMERY GARDENS FAMILY PHASE I URBAN RENEWAL, ASSOCIATES, LP AND THE NEW JERSEY HOUSING AND MORTGAGE FINANCE AGENCY IN CONNECTION WITH THE MONTGOMERY GARDENS FAMILY PHASE I APARTMENTS PROJECT

Initiator

Department/Division	HEDC	Community Development
Name/Title	Carmen Gandulla	Director
Phone/email	547-5303	cgandulla@jcnj.org

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

Resolution Purpose

The City administers the Affordable Housing Trust Fund ("AHTF) which is used for the purpose of rehabilitation or construction or preservation of affordable housing. The Montgomery Gardens Family Phase I Family Project is a mixed-income residential rental housing development consisting of 126 units located at 561 Montgomery Street, Jersey City ("Project"). The New Jersey Housing and Mortgage Finance Agency ("NJHMFA"), an agency of the State, provides Low Income Housing Tax Credit financing for the development of affordable housing. The Jersey City Housing Authority ("JCHA") has executed with the City an AHTF Contract and mortgage for funds for the Project in the aggregate principal amount of up to $2,000,000.00. Montgomery Gardens Family Phase I Urban Renewal Associates, LP ("MGF") is partnering with the JCHA in a long term lease to develop the Project and will own the improvements. Citibank, N.A. ("Citibank") is providing a Project loan in the amount of $1,900,000.00. As a condition of making Project loans, the NJHMFA and Citibank have requested that the City execute the Recognition and Non-Disturbance Agreement Regarding the Leasehold Mortgage and Lease.

I certify that all the facts presented herein are accurate.

Signature of Department Director **Date**

Record & Return:
_____, Paralegal
Division of Loan Closings
New Jersey Housing and Mortgage Finance Agency
637 South Clinton Avenue
P.O. Box 18550
Trenton, New Jersey 08650-2085

MONTGOMERY GARDENS FAMILY PHASE I APARTMENTS PROJECT
HMFA #03046

RECOGNITION AND NON-DISTURBANCE AGREEMENT
REGARDING LEASEHOLD MORTGAGE AND LEASE

THIS RECOGNITION AND NON-DISTURBANCE AGREEMENT REGARDING LEASEHOLD MORTGAGE (this "Agreement") is made as of _____, 2016, by and between CITY OF JERSEY CITY, a public body corporate and politic and a municipality of the State of New Jersey with its principal offices at 280 Grove Street, Jersey City, New Jersey, 07302("Fee Mortgagee"), MONTGOMERY GARDENS FAMILY PHASE 1 URBAN RENEWAL ASSOCIATES, LP ("Lessee") and the NEW JERSEY HOUSING AND MORTGAGE FINANCE AGENCY, a body corporate and politic and an instrumentality exercising public and essential governmental functions of the State of New Jersey, with its office at 637 South Clinton Avenue, P.O. Box 18550, Trenton, New Jersey 08650-2085 ("Agency").

W I T N E S S E T H:

WHEREAS, the Jersey City Public Housing Authority, a not-for-profit corporation with its principal offices at 400 U.S. Highway #1, Marion Gardens Building #7, Jersey City, New Jersey 07306 (the "Fee Mortgagor") and Fee Mortgagee have executed an Affordable Housing Trust Funds Contract, dated _____, 2016 ("Agreement"), and a Mortgage Note dated _____, 2016 ("Note"), and a Declaration of Covenants, Conditions and Restrictions dated _____, 2016 ("Declaration") pursuant to which Fee Mortgagee has agreed to make a grant to Fee Mortgagor in the aggregate principal amount of up to $2,000,000 or such lesser amount as is disbursed and advanced by Fee Mortgagee to Fee Mortgagor in accordance with the provisions of the Note; and

WHEREAS, Fee Mortgagor has executed and delivered a Mortgage to Fee Mortgagee as security for the (i) payment of the indebtedness of Fee Mortgagor to Fee Mortgagee evidenced by the Note; (ii) the performance of the terms, conditions and covenants of Fee Mortgagor set forth in the Mortgage, the Note and any other Loan Documents (as such term is defined in the Mortgage); and (iii) payment of all other sums secured by the Mortgage; and

WHEREAS, the Fee Mortgage is recorded on _____, 2016, Recorder's Office, Hudson County, New Jersey, on the Property (the "Fee Mortgage", which term shall include any modifications, amendments and replacements thereof);

WHEREAS, Montgomery Gardens Family Phase 1 Urban Renewal Associates, LP ("Lessee") has entered into an Amended and Restated Ground Lease ("Lease") with the Fee Mortgagor ("Lessor"), dated _____, ____ (pursuant to which Lessee shall lease real property in the City of Jersey City, County of Hudson, as more particularly described on Exhibit A attached hereto and made a part hereof;

WHEREAS, Lessee has applied to the Agency for a loan in the aggregate principal amount of $_____ (the "Agency Mortgage Loan"). The Agency Mortgage Loan is to be secured by, among other things, a Leasehold First Mortgage and Security Agreement granted by Lessee to Agency, dated on or about the date of this Agreement (the "Agency Mortgage", which term shall include any modifications, amendments and replacements thereof), which Agency Mortgage encumbers Lessee's interest in the Property which was created and exists pursuant to the Lease (the "Leasehold Estate"); and

WHEREAS, Lessor, Lessee and the Agency have entered into a Non-Disturbance Agreement and Ground Lease Modification with regard to the Lease which shall be recorded with the Hudson County Clerk's Office and/or the Hudson County Register of Deeds Office on or about the date of this Agreement (the "NDA");

WHEREAS, the Lessee received a loan of funds from the Fund for Restoration of Multifamily Housing, Community Development Block Grant Disaster Recovery fund administration from the Agency in the amount of $_____ (the "FRM Loan") and evidenced by a Leasehold Mortgage and Security Agreement by Montgomery Gardens Phase 1 Urban Renewal Associates, LP in favor of the Agency (the "FRM Mortgage") and a subordinate loan from Citibank, N.A. ("Citibank") in the amount of $_____ (the "Subordinate Loan") and evidenced by a Subordinate Multifamily Mortgage, Assignment of Rents, Security Agreement and Fixture Filing (New Jersey) by Montgomery Gardens Phase 1 Urban Renewal Associates, LP in favor of Citibank, N.A ("Subordinate Mortgage");

WHEREAS, as a condition of making the Agency Mortgage Loan, ~~and~~ the FRM Loan and the Subordinate~~ion~~ Loan, Agency and Citibank have- requested that Fee Mortgagee enter into this Agreement for the benefit of Agency, Citibank and the Lessee.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Fee Mortgagee, Lessee and Agency hereby undertake and agree as follows:

1. Fee Mortgagee hereby acknowledges to Agency, Citibank and Lessee its consent to the Lease, the Agency Mortgage Loan, the FRM Loan and the Subordinate Loan Further, Fee Mortgagee hereby recognizes: (a) Agency and Citibank as a Leasehold Mortgagee, as such term is defined in Section 16 of the Lease, and (b) each of the ~~the~~ Agency Mortgage, the FRM Mortgage and the Subordinate Mortgage as a Leasehold Mortgage, as such term is defined in Section 16 of the Lease.

2. If Fee Mortgagee succeeds to the interest of Lessor as "Landlord" under the Lease, then Fee Mortgagee shall (i) recognize Agency as a Leasehold Mortgagee under the Lease and the FRM Mortgage and recognize Citibank, N.A. as a Leasehold Mortgagee under the Subordinate Mortgage, (ii) afford Agency and Citibank, N.A. the rights of a "Leasehold Mortgagee" under the Lease for so long as the Agency Mortgage, the FRM Mortgage or the Subordinate Mortgage, as applicable, remain

outstanding and subject to the terms of the NDA, (iii) afford Agency and Citibank, N.A. the notice and opportunity to cure a default under the Lease which is to be afforded to a Leasehold Mortgagee under the Lease, (iv) recognize Lessee as the tenant under the Lease -and (v) afford the Tax Credit Investor (as defined in the Lease) the ~~entoice~~notice an opportunity to cure a ~~defualt~~default under the Lease as the Tax Credit Investor If Fee Mortgagee succeeds to the interest of Lessor as "Landlord" under the Lease, then Fee Mortgagee shall automatically without further act or instrument be bound by the Lease as "Landlord" thereunder from and after the date that Fee Mortgagee succeeds to the interest of Lessor as "Landlord" under the Lease. If Agency, its designee, or a purchaser or assignee of the Leasehold Estate by reason of foreclosure proceedings or deed-in-lieu of foreclosure or by any other manner (a "New Tenant") succeeds to the interest of Lessee as "Tenant" under the Lease, then (y) Fee Mortgagee agrees that all of the rights, interests, titles, and claims of "Lessee" under the NDA, including but not limited to the right of "Lessee" under the NDA to bind Fee Mortgagee to the terms of the Lease shall automatically without further act or instrument inure to the benefit of, and may be enforced directly by, the New Tenant, and (z) Agency agrees that all of the obligations and liabilities of "Lessee" under the NDA shall automatically without further act or instrument be assumed by the New Tenant for the benefit of Fee Mortgagee.

3. Fee Mortgagee also covenants to the Agency, Citibank, Lessee and Lessor that in the event of a default by Lessor under the Mortgage, Note, Declaration and/or any other Loan Document, or in the event that the Fee Mortgagee shall file one or more suits to foreclose the Fee Mortgage Loan, the Fee Mortgagee, shall not disturb the Agency Mortgage, the FRM Mortgage or the Subordinate Mortgage in that Fee Mortgagee will not initiate against or join the Agency Mortgage, the FRM Mortgage or the Subordinate Mortgage in any foreclosure proceedings nor will the Fee Mortgagee disturb the Lease in that Fee Mortgagee will not foreclose upon the Lease; and

4. Any notices to Agency or Fee Mortgagee under or pursuant to this Agreement or in respect of the NDA to or from any party hereto shall be deemed duly sent (a) when delivered in hand, (b) the next business day after such notice was delivered to a regularly scheduled overnight delivery carrier with delivery fees either prepaid or an arrangement, satisfactory with such carrier, made for the payment of such fees, or (c) three (3) days after mailing by registered or certified U.S. Mail, return receipt requested, addressed as follows:

To Agency: New Jersey Housing and Mortgage Finance Agency
637 South Clinton Avenue
P.O. Box 18550
Trenton, New Jersey 08650-2085
Attn: Executive Director

To Fee Mortgagee: City of Jersey City
280 Grove Street
Jersey City, New Jersey 07302
Attn:_____

With a copy to Lessee: Montgomery Gardens Family Phase 1 Urban Renewal Associates, LP
Three East Stow Road, Suite 100, Marlton, New Jersey 08053
Attention: Chief Financial Officer

And a copy to: Levine, Staller, Sklar, Chan & Brown, P.A.
3030 Atlantic Avenue, Atlantic City, New Jersey
Attention: Arthur M. Brown, Esquire
Fax: (609) 347-1166

And a copy to: Riverside MidAtlantic Fund I, LLC
3 East Stow Road
Suite 100
P.O. Box 994
Marlton, New Jersey 08053
Attention: Sebastia Corradino

With a copy to: Nixon Peabody

Notice to Citibank

Any party may change such address by sending written notice of the change to the other party.

5. This Agreement, together with the NDA and the Lease, constitute the entire agreement between the parties with respect to the subject matter hereof and supersede all prior oral and written agreements, negotiations, or understandings with respect to the subject matter hereof. By entering into this Agreement, Agency does not assume, and nothing in this Agreement will impose or be deemed to impose on, or to delegate to, Agency any of the indebtedness, liabilities or obligations of Lessee arising out of, under, or in connection with, the Lease or the NDA prior to any acquisition of the Leasehold Estate by Agency. By entering into this Agreement, Fee Mortgagee does not assume, and nothing in this Agreement will impose or be deemed to impose on, or to delegate to, Fee Mortgagee any of the indebtedness, liabilities or obligations of Lessor arising out of, under, or in connection with, the Lease prior to any acquisition of the interest of Lessor as "Landlord" under the Lease by Fee Mortgagee or any affiliate of Fee Mortgagee.

6. The agreements contained herein shall continue in full force and effect until the sooner to occur of the date that (a) all of Lessee's indebtedness, obligations and liabilities to Agency and Citibank, the Agency Mortgage Loan and the Agency Mortgage, the FRM Mortgage, and the Subordinate Mortgage are paid and satisfied in full and all financing arrangements between Agency, Citibank and Lessee have been terminated, or (b) all of Lessor's indebtedness, obligations and liabilities to Fee Mortgagee with respect to the Fee Mortgage Loan and the Fee Mortgage are paid and satisfied in full and all financing arrangements between Fee Mortgagee and Lessor have been terminated.

7. Agency will notify all purchasers or assignees of the Agency Mortgage, Agency Mortgage Loan and FRM Mortgage, of the existence of this Agreement. The agreements contained herein may not be modified or terminated orally and shall be binding upon the successors and assigns of Fee Mortgagee and Agency. This Agreement will be governed by, and construed in accordance with, the local laws of the State of New Jersey.

8. Fee Mortgagee agrees that this Agreement may be recorded by Agency with the HudsonCounty, New Jersey, Recorder's Office. Fee Mortgagee further agrees that if Agency desires to record a memorandum of this Agreement, Fee Mortgagee will execute such memorandum and Agency will be permitted to record such memorandum with the HudsonCounty, New Jersey, Recorder's Office.

9. Fee Mortgagee acknowledges that Agency, Citibank and Lessee are relying upon this Agreement and the covenants and representations contained herein as a material inducement to Agency to

make the Agency Mortgage Loan and FRM Mortgage to Lessee and Lessee to accept the Agency Loan Mortgage from the Agency, and as a material inducement to Citibank to make the Subordinate Loan to Lessee and Lessee to accept the Subordinate Loan from Citibank.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, Fee Mortgagee and Agency have executed this Agreement as of the Effective Date.

FEE MORTGAGEE:

CITY OF JERSEY CITY

Witnessed **or** **Attested** **by:**

_____

By:_____
Name:_____
Title:_____

STATE OF NEW JERSEY
COUNTY OF , SS:

The foregoing instrument was acknowledged before me this ____ day of _____, 2016, by _____, _____ of _____, a _____, on behalf of the _____.

[Seal]

_____
Notary Public

LESSEE:

MONTGOMERY GARDENS FAMILY PHASE 1
URBAN RENEWAL ASSOCIATES, LP

Witnessed or Attested by:

By: Montgomery Gardens Family Phase 1 – Michaels, LLC

_____

By:_____
Name: Jonathan Lubonski

Title: Vice President

STATE OF NEW JERSEY
COUNTY OF , SS:

The foregoing instrument was acknowledged before me this ____ day of _____, 2016, by _____, _____ of _____, a _____, on behalf of the _____.

[Seal]

_____
Notary Public

{M1563651.2}

AGENCY:

WITNESS/ATTEST

NEW JERSEY HOUSING & MORTGAGE FINANCE AGENCY

Comment [A1]: Agency to confirm signatories

_____
Jennifer H. Linett
Assistant Secretary

By: _____
James E. Robertson
Chief of Legal and Regulatory Affairs

STATE OF NEW JERSEY, COUNTY OF MERCER SS:

I CERTIFY that on _____, 20___, **JAMES E. ROBERTSON** personally came before me, a Notary Public of the State of New Jersey, and acknowledged under oath to my satisfaction that a) he is the **Chief of Legal and Regulatory Affairs** of **NEW JERSEY HOUSING AND MORTGAGE FINANCE AGENCY,** the Agency named in this document, and b) he executed and delivered this document as the voluntary act of the Agency, duly authorized by a proper resolution of its members, on behalf of the Agency.

_____
Laura A. Theis
Notary Public of the State of New Jersey
My Commission Expires on January 17, 2017

This document has been reviewed and approved as to form.
Christopher S. Porrino,
Attorney General of the State of New Jersey

By: _____
Robert M. Purcell
Deputy Attorney General

EXHIBIT A

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

City Clerk File No. Res. 16.705

Agenda No. 10.M

Approved: OCT 2 6 2016

TITLE:

RESOLUTION AUTHORIZING A SHARED SERVICES AGREEMENT PURSUANT TO THE UNIFORM SHARED SERVICES CONSOLIDATION ACT, N.J.S.A. 40A:65-1 ET SEQ. WITH THE COUNTY OF HUDSON IN CONNECTION WITH THE UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT YOUTH HOMELESSNESS DEMONSTRATION PROGRAM

WHEREAS, the Uniform Shared Services Consolidation Act, N.J.S.A. 40A:65-1 et seq., authorizes agreements between a municipality and a county to provide services to each other; and

WHEREAS, the County of Hudson (County) serves as the designated collaborative applicant for the Hudson County Continuum of Care (CoC) that covers all of the Hudson County municipalities; and

WHEREAS, the CoC operates under the title, "Hudson County Alliance to End Homelessness"; and

WHEREAS, in its role as the CoC collaborative applicant the County represents homeless individuals living in all twelve (12) Hudson County municipalities including the City of Jersey City (City); and

WHEREAS, the County intends to submit an application to the United States Department of Housing and Urban Development (HUD) Youth Homelessness Demonstration Program (Program); and

WHEREAS, the Program serves the needs of the Hudson County homeless population; and

WHEREAS, the City and the County desire to enter into a Shared Services Agreement for the parties to work together to meet the Program's objectives; and

WHEREAS, the term of the Shared Services Agreement is five (5) years.

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

1. The Mayor or Business Administrator is hereby authorized to execute a Shared Services Agreement with Hudson County for the parties to work together to meet the objectives of the HUD Youth Homelessness Demonstration Program subject to the following minimum terms and conditions:

    a. The term of the Agreement shall be five years effective from the date that the City executes the Memorandum of Understanding; and

    b. The City will perform the services described in the Shared Services Agreement at no cost to the County.

Continuation of Resolution _____ Pg. # 2

City Clerk File No. Res. 16.705

Agenda No. 10.M OCT 2 6 2016

TITLE:

RESOLUTION AUTHORIZING A SHARED SERVICES AGREEMENT PURSUANT TO THE UNIFORM SHARED SERVICES CONSOLIDATION ACT, N.J.S.A. 40A:65-1 ET SEQ. WITH THE COUNTY OF HUDSON IN CONNECTION WITH THE UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT YOUTH HOMELESSNESS DEMONSTRATION PROGRAM

2. The Shared Services Agreement shall be in substantially the form attached, subject to such modifications as the Corporation Counsel or the Business Administrator deems necessary or appropriate; and

3. A copy of the Shared Services Agreement shall be filed with the New Jersey Division of Local Government Services and copies shall be available for inspection at the Office of the City Clerk.

RR
10-14-16

APPROVED: _____

APPROVED: _____
Business Administrator

APPROVED AS TO LEGAL FORM

R.R. 10-14-16

_____
Corporation Counsel

Certification Required ☐

Not Required ☒

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 10.26.16

COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
HALLANAN	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

_____
Rolando R. Lavarro, Jr., President of Council

_____
Robert Byrne, City Clerk

RESOLUTION FACT SHEET - CONTRACT AWARD

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

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING A SHARED SERVICES AGREEMENT PURSUANT TO THE UNIFORM SHARED SERVICES CONSOLIDATION ACT, N.J.S.A. 40A:65-1 ET SEQ. WITH THE COUNTY OF HUDSON IN CONNECTION WITH THE UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT YOUTH HOMELESSNESS DEMONSTRATION PROGRAM

Project Manager

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

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

Contract Purpose

The Uniform Shared Services Consolidation Act authorizes agreements between a municipality and a county to provide services to each other. The County of Hudson serves as the designated collaborative applicant for the Hudson County Continuum of Care that covers all of the Hudson County municipalities. The County intends to submit an application to the United States Department of Housing and Urban Development Youth Homelessness Demonstration Program which serves the needs of the Hudson County homeless population. The City and the County desire to enter into a Shared Services Agreement for the parties to work together to meet the Program's objectives.

Cost (Identify all sources and amounts)

The City and County will provide services to each other for no cost.

Contract term (include all proposed renewals)

Five years

Type of award Shared Services Agreement

If "Other Exception", enter type

Additional Information

I certify that all the facts presented herein are accurate.

Signature of Department Director **Date**

MEMORANDUM OF UNDERSTANDING

BY AND BETWEEN

COUNTY OF HUDSON, NEW JERSEY
AND
CITY OF JERSEY CITY, HUDSON COUNTY, NEW JERSEY

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD)
YOUTH HOMELESSNESS DEMONSTRATION PROGRAM (YHDP)

WHEREAS, the County of Hudson (County) serves as the designated Collaborative Applicant for the Hudson County Continuum of Care (CoC) that covers all municipalities of Hudson County, New Jersey; and,

WHEREAS, the Hudson County Continuum of Care operates under the title, "Hudson County Alliance to End Homelessness" (HCAEH); and

WHEREAS, the only eligible applicants for the United States Department of Housing and Urban Development (HUD) Youth Homelessness Demonstration Program (YDHP) are CoC Collaborative Applicants; and,

WHEREAS, the County plans to submit an application to the HUD YHDP for the entire geographic area covered by the CoC; and,

WHEREAS, in its role as a CoC Collaborative Applicant the County represents homeless individuals living in all twelve (12) municipalities within its jurisdiction, including the City of Jersey City (City) which serves as the County Seat and is the second largest city in the State of New Jersey; and

WHEREAS, the City receives assistance from HUD and manages multiple public service programs that are under the jurisdiction of HUD or meet similar project goals, such as alleviating or preventing homelessness, housing assistance and improvement, etc. (i.e. CDBG, ESG, HOPWA, AmeriCorps Vista); and

WHEREAS, to serve the majority of Hudson County's homeless population, specifically youth no older than 24 years, the County CoC/HCAEH works closely with the City and

WHEREAS, as the largest city in the County the City is an active members and serves as Co-Chair of the County CoC/HCAEH; and

WHEREAS, the City is confident that this application focuses on targeting the needs of homeless youth (as defined by HUD) in Hudson County in a way that can be replicable and scalable for other CoC jurisdictions throughout the United States; and

WHEREAS, it is in the best interest of the residents of Hudson County and Jersey City that all homeless youth are served effectively by the CoC and its partners; and

WHEREAS, designation as a YHDP site will increase the County CoC's ability to effectively serve all homeless youth in Hudson County, including Jersey City's homeless youth; and

WHEREAS, in order to meet this goal, all above mentioned agencies have agreed to act as formal partners to the County in its application.

NOW, THEREFORE, in consideration of the mutual promises and covenant set forth herein, the parties agree to fulfill the following roles and responsibilities:

Commitments

1. The City of fully commits to participating in the County CoC's Youth Homelessness Demonstration Program should it be identified as a selected community through the County's application.
2. The City will dedicate 25% of the Division of Community Development HOPWA/ESG Grant Manager's time, who also serves at the Vice Chair of the CoC on behalf of the City, to designing and supporting the 6-month YHDP planning phase of the grant, as well as during the implementation of the coordinated community plan.
3. The City will dedicate 30% of AmeriCorps Vista Youth Services Associate's time to the YHDP during the planning phase of the grant.
4. The City will continue to serve as Co-Chair of the County CoC during and after YHDP planning and implementation phases of the grant.
5. The City will leverage assistance and insight from the Jersey City Youth Council, an advisory body comprised of representatives of the City departments and agencies, school district, higher education, leading local youth service providers, and community members that supports and promotes positive youth development with the support of the New Jersey Office of the Attorney General.
6. The City confirms that its Department of Health and Human Services, Department of Recreation, Resident Response Center, Division of Planning, and Office of Innovation are committed to assisting the County YHDP where possible during the implementation phase of the grant.
7. The City is committed to working and partnering with eligible youth service providers who seek to expand viable homeless services, permanent housing or shelter to youth in Jersey City.
8. The City is committed to supporting any innovative programs identified through the YHDP as a viable way to end homelessness among youth in Jersey City.
9. The City hereby fulfills the requirement to partner with another prominent Governing Body.

10. The City and the County will participate in evaluations, as well as share data and program results with HUD.

TERM

This Memorandum of Understanding will have an initial term of five (5) years from the date of its execution. However, this Memorandum of Understanding may be terminated earlier by and upon written notice of either party.

_____ _____

Thomas A DeGise — Date

County Executive, Hudson County

_____ _____

Witness — Date

_____ _____

Robert Kakoleski — Date

Business Administrator, City of Jersey City

_____ _____

Witness — Date

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

City Clerk File No. Res. 16.706

Agenda No. 10.N

Approved: OCT 2 6 2016

TITLE:

RESOLUTION AUTHORIZING THE USE OF COMPETITIVE CONTRACTING TO AWARD A CONTRACT FOR APPRAISAL AND VALUATION CONSULTANT SERVICES

COUNCIL OFFERED AND MOVED
ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, the City wishes to award a contract for appraisal and valuation consultant services to identify and value fixed assets throughout the City; and

WHEREAS, the City intends to use competitive contracting to award this contract; and

WHEREAS, N.J.S.A. 40A:11-4.1 (m) authorizes the City to use competitive contracting to award contracts to contractors for "consulting services"; and

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

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

(1) The above recitals are incorporated herein by reference;

(2) The use of competitive contracting pursuant to N.J.S.A. 40A: 11-4.1 is authorized for awarding a contract for appraisal and valuation consultant services to identify and value fixed assets throughout the City for a term of one year.

APPROVED: Donna Maria Q.T.O.

APPROVED: Business Administrator

APPROVED AS TO LEGAL FORM R.R. 10-14-16

Corporation Counsel

Certification Required ☐

Not Required ☒

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 10.26.16

COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
HALLANAN	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

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

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

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

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

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING THE USE OF COMPETITIVE CONTRACTING TO AWARD A CONTRACT FOR APPRAISAL AND VALUATION CONSULTANT SERVICES

Initiator

Department/Division	Administration	Budget Office
Name/Title	Donna Mauer	CFO
Phone/email	(201)547-5042	donnaM@jcnj.org

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

Resolution Purpose

The City wishes to award a contract for appraisal and valuation consultant services to identify and value fixed assets throughout the City.

I certify that all the facts presented herein are accurate.

Donna Mauer

Signature of Department Director

10/12/16

Date

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

City Clerk File No. Res. 16.707

Agenda No. 10.0

Approved: OCT 2 6 2016

TITLE:

RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO MILLENNIUM COMMUNICATIONS FOR THE GENETEC SOFTWARE MAINTENANCE (SMA) AGREEMENT UNDER GSA CONTRACT FOR THE OFFICE OF EMERGENCY MANAGEMENT FUNDED THROUGH FY-15 UNITED STATES DEPARTMENT OF HOMELAND SECURITY GRANT

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, the Genetec Software Maintenance Agreement (SMA) needs to be extended. The maintenance agreement allows for continued access to the services and software innovations to ensure OEM system operates at peak efficiency and emergency services staff have access to the latest security advances to accomplish emergency and security missions; and

WHEREAS, N.J.S.A. 52:34-10.6 (c) authorizes the City of Jersey City ("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, Millennium Communications, 11 Melanie Lane, Unit 13, East Hanover, New Jersey 07936 is participating in a Federal Procurement Program by a Federal Department or Agency and is the holder of General Services Administration Contract Schedule 70, Contract GS-35F-0220R, Information Technology Services; and

WHEREAS, Millennium Communications, 11 Melanie Lane, Unit 13, East Hanover, New Jersey 07936 submitted a quote in the total amount of twenty six thousand, three hundred sixty dollars ($26,360.00), for the Genetec Software Maintenance Agreement (SMA) for the Office of Emergency Management; and

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

WHEREAS, the sum of $23,360.00 is available in **Account No. 02-213-40-572-314** which represents the **UASI FY-15 Grant**;

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

1. Pursuant to N.J.S.A. 52:34-10.6 (c), a contract in the amount of $26,360.00, for a the Genetec Software Maintenance Agreement (SMA) is awarded to Millennium Communications, 11 Melanie Lane, Unit 13, East Hanover, New Jersey 07936 the holder of GSA Contract GS-35F-0220R.

2. 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.

(Continue to page 2)

Continuation of Resolution _____

City Clerk File No. Res. 16.707

Agenda No. 10.0 OCT 2 6 2016

TITLE:

RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO MILLENNIUM COMMUNICATIONS FOR THE GENETEC SOFTWARE MAINTENANCE (SMA) AGREEMENT UNDER GSA CONTRACT FOR THE OFFICE OF EMERGENCY MANAGEMENT FUNDED THROUGH FY-15 UNITED STATES DEPARTMENT OF HOMELAND SECURITY GRANT

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

UASI FY-15 Grant Account	Purchase Order	Amount
02-213-40-572-314	122425	$26,360.00

Peter Folgado, Director of Purchasing, QPA, RPPO

9/29/16.
Date

PF/pv
9/22/16

APPROVED: _____

APPROVED: _____
Business Administrator

APPROVED AS TO LEGAL FORM

R.R. 9-30-16

_____
Corporation Counsel

Certification Required ☒

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 10.26.16

COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
HALLANAN	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

RESOLUTION FACT SHEET – CONTRACT AWARD

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Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO MILLENNIUM COMMUNICATIONS FOR THE GENETEC SOFTWARE MAINTENANCE (SMA) AGREEMENT UNDER GSA CONTRACT FOR THE OFFICE OF EMERGENCY MANAGEMENT FUNDED THROUGH FY-15 UNITED STATES DEPARTMENT OF HOMELAND SECURITY GRANT

Initiator

Department/Division	Public Safety	OEM Homeland Security
Name/Title	W. Greg Kierce	Director
Phone/email	wkierce@njjcps.org	201-547-5681

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

Resolution Purpose

This Resolution will authorize the procurement of a GENETEC Software maintenance contract relevant the OEMHS CCTV system for the period of one year.

I certify that all the facts presented herein are accurate.

Signature of Department Director — **Date** 9/29/16

Signature of Purchasing Director — **Date** 9/29/16

Revenue NJBGS

New Jersey Division of Revenue

On-Line Business Registration Certificate Service

CERTIFICATE NUMBER 0083855 FOR MILLENNIUM COMMUNICATIONS GROUP INC. IS VALID.

GSA eLibrary

GSA Federal Acquisition Service

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Search: all the words Go

Contractor Information

(Vendors) How to change your company information

Contract #: GS-35F-0220R
Contractor: MILLENNIUM COMMUNICATIONS GROUP INC.
Address: 11 MELANIE LN
EAST HANOVER, NJ 07936-1100
Phone: 800-677-1919
E-Mail: kmclaughlin@millenniuminc.com
Web Address: http://www.millenniuminc.com
DUNS: 932528250
NAICS: 541519

Socio-Economic : Small business
EPLS : Contractor not found on the Excluded Parties List System

Govt. Point of Contact:
SHAROLYN MACK
Phone: 703-605-2751
E-Mail: sharolyn.mack@gsa.gov

Contract Clauses/Exceptions:
View the specifics for this contract

Source	Title	Contract Number	Contractor T&Cs /Pricelist	Contract End Date	Category		View Catalog
70	GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY EQUIPMENT, SOFTWARE, AND SERVICES	GS-35F-0220R		Dec 20, 2019	132 12	DISAST PURCH	GSA Advantage!
					132 51	COOP PURCH DISAST PURCH	GSA Advantage!
					132 8	COOP PURCH DISAST PURCH	GSA Advantage!

MILLENNIUM
COMMUNICATIONS GROUP INC.

One point of contact.
Endless Possibilities.

SPIN #[illegible]
Federal GSA [illegible]
NJ WSCA [illegible]
HCESC TEC [illegible] / TEC [illegible]

August 23rd, 2016

Office of Emergency Management
Homeland Security
715 Summit Avenue
Jersey City, NJ 07303

Attn: Sergeant Greg Kierce
Director OEM

Re: Jersey City 1 Year Genetec Software SMA Renewal & DDN Support for all Jersey City Systems

Thank you for allowing Millennium Communications Group (MCG) the opportunity to address your requirements. We propose to provide all labor and materials required to complete the following:

Jersey City Locations:
Jersey City OEM HLS 715 Summit, Porete, Troy Street, Boonton Res
Jersey City OEM/HLS, Rt 21, Great Notch, Seaview, Riverside Park , Jersey City Town Hall, Command Truck

1 Year Genetec SMA Renewal

- Genetec Advantage for 1 Omnicast Enterprise Camera – 1 year (147 Connections)
- Genetec™ Advantage for 1 AutoVu fixed camera connection – I year (2 connections)
- Genetec™ Advantage Flat Rate for 1 Omnicast or Synergis Standard system – 1 year (8 connections)
- Genetec™ Advantage Flat Rate for 1 SV-16 system – 1 year (2 connections)

1 Year Data Direct Networks (DDN) Service & Support

Exisitng System Equipment Supported

- (1) 6620R2-08FC-4 S2A6620,DUAL-SBB,12GB-CACHE,4x
- (1) 601-03SA02-NA SS6000 60-Slot Dual-Port 3Gb/s SAS/SATA enclosure for 3.5" drives. Includes power cables, rail kit and Cable Management Arms. Do not mix with SS7000 enclosures.
- (1) KIT-CBL-6620E Cable kit to expand S2A6620 unit with additional SS6000 enclosure for total of 120 drive slots
- (81) 6K-3T6TX3QI 3TB 7,200 RPM 6Gb/s SATA drive module for SS6000 enclosure with SASInterposer
- (2) I-239-2EFC8 QLogic LightPulse LPe12002 dual-channel multi-mode optical PCI-Express HBA, LC connector - includes 2x HSR-807-SFP
- (4) CR-LC-LC-5 LC-LC FC cable optical to storage RoHS (5 Meter)

SERVICE AND SUPPORT

- (1) SUP-BSPO-1 Basic Parts Only Support; storage systems, storage servers, disk drives and accessories; 7x24 remote support; parts only; replacement parts onsite NBD; does not include SW support for apps or file systems; annual pricing
- (1) SVS-HCHECK-5-H One day health check for any DDN storage platform up to 5 enclosures, no Business Continuity/Disaster Recovery; T&E included; for countries: US, CA, AU, JP, NZ, CH, NO, SE, DK.

Total Year 1 Option Genetec & DDN: $26,360.00

MILLENNIUM
COMMUNICATIONS GROUP INC.

Endless Possibilities.

SBIN #[illegible]
Federal GSA #GS-35F-0220R
NJ WSCA [illegible]
HCESC TEC #[illegible] TEC #[illegible]

Sincerely,

Keith P Burkhard

Keith P Burkhard
Manager, Security & Surveillance

Standard Terms & Conditions

NJ Sales tax is not included. Customer to provide appropriate tax exempt certificate. All work to be performed during normal working hours. Access without delay is the responsibility of others. Delays attributable to customer, other trades, etc. may have an impact on project schedule and pricing. All material is guaranteed to be as specified. All work to be completed in a workmanlike manner and in accordance with industry practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements are contingent upon strikes, accident or delays beyond our control.

This estimate is valid for 30 days. Payment terms are net 30 days from invoice date; materials will be invoiced at start of project, and progress payments for labor will be invoiced commensurate to work accomplished at the end of each month. Owner to carry fire and other necessary insurance. Our workers are fully covered by Worker's Compensation Insurance.

Unless otherwise agreed to in writing, Buyer shall pay for the services rendered within thirty (30) days of the date of invoice. In the event
Buyer fails to pay the total purchase price within said 30-day period; Seller shall be entitled to collect an interest charge of the lesser of
1.5 % per month or the maximum amount allowed by applicable laws applied to the unpaid purchase price. Seller shall also be entitled, in addition to all other remedies available at law or in equity, to recover reasonable attorneys' fees and/or other expenses in collecting the purchase price or otherwise enforcing or successfully defending itself in respect of this sales contract. Customer signature and Purchase Order are required before work will commence.

Customer Acceptance

The above pricing, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to perform the work as specified. Payment will be made as outlined above.

Signature	Print Name	Title	Date
	W KIERCE	DIRECTOR	8/23/16

Please fax to (973) 503- 0111.

☑ APPROVED
FY-15

☐ 100% Complete
☐ Partial

Millennium Communications Group Inc.
GSA Project Estimate: Jersey City OEM
Automatic 1 year warranty on equipment & workmanship

Job# TBD
Estimate Number GSA GS-35F-0220R
Date: 8/23/2016

GSA Contract # GS-35F0220R
☐ Individual Order
☐ Blanket Order

Schedule	Vendor	GSA#	SIN	Labor Cat./Part #	Description	GSA Unit Rate	Units	Extended Cost	GSA Cost
70	Millennium	GSA GS-35F-0220R	132-8	NEQ-10-020	INSTALL AND CONFIG OF INTERFACE PROCESSING W/UPLOAD	$ 3,022.67	8	$ 24,181.36	$ 24,181.36
						$ -		$ -	$ -
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					Labor Category	$		$	$
70	Millennium	GS-35F-0220R	132-51	Labor	Project Management	$ 165.46		$ -	$ -
70	Millennium	GS-35F-0220R	132-51	Labor	Network Integrator	$ 132.59	16	$ 2,121.44	$ 2,121.44
70	Millennium	GS-35F-0220R	132-51	Labor	Fiber Optic Technician	$ 116.68		$ -	$ -
70	Millennium	GS-35F-0220R	132-51	Labor	Field Survey Engineer	$ 98.64		$ -	$ -
70	Millennium	GS-35F-0220R	132-51	Labor	Field Technicain	$ 93.34		$ -	$ -
70	Millennium	GS-35F-0220R	132-51	Labor	Instalaltion Specialist	$ 93.34		$ -	$ -
70	Millennium	GS-35F-0220R	132-51	Labor	Cad Designer	$ 79.55		$ -	$ -
					Repair Category	$		$	$
70	Millennium	GS-35F-0220R	132-12	Labor	Repair Rate #2 Analyzes network characteristics	$ 123.88		$ -	$ -
70	Millennium	GS-35F-0220R	132-12	Labor	Repair Rate #3 Test and repair equipment	$ 109.02		$ -	$ -
70	Millennium	GS-35F-0220R	132-12	Labor	Repair Rate #4 Repairing information technology systems	$ 92.16		$ -	$ -
70	Millennium	GS-35F-0220R	132-12	Labor	Repair Rate #5 Review and repair mechanical and fusion splices	$ 87.21		$ -	$ -
70	Millennium	GS-35F-0220R	132-12	Labor	Repair Rate #6 Repair communication and network components	$ 87.21		$ -	$ -
						$ -		$ -	$ -
						$ -		$ -	$ -
								Total GSA Cost	$ 26,302.80

Millennium Communications Group Inc.
GSA Project Estimate: Jersey City OEM
Automatic 1 year warranty on equipment & workmanship

Job# TBD
Estimate Number GSA GS-35F-0220R **Date:** 8/23/2016

GSA Contract # GS-35F0220R
☐ Individual Order
☐ Blanket Order

Open Market	Item	Description	Unit Rate	Units	Extended Cost	
		Misc. Consumables	$ 57.20	1	$ 57.20	$ 57.20
			$ -		$ -	$ -
			$ -		$ -	$ -
			$ -		$ -	$ -

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

City Clerk File No. Res. 16.708

Agenda No. 10.P

Approved: OCT 2 6 2016

TITLE:

RESOLUTION AUTHORIZING AWARD OF A CONTRACT TO MOTOROLA FOR THE PURCHASE AND DELIVERY OF PORTABLE RADIO EQUIPMENT AND ACCESSORIES FOR THE DEPARTMENT OF PUBLIC SAFETY (POLICE) FUNDED BY THE OFFICE OF EMERGENCY MANAGEMENT AND HOMELAND SECURITY FY-15 URBAN AREA SECURITY INITIATIVE GRANT (UASI)

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, the portable radios are being purchased for the Department of Public Safety, Division of Police;

WHEREAS, N.J.S.A. 40A:11-12 of the Local Public Contracts Law authorizes municipalities to use a State Contract and N.J.A.C. 5:34-7.29 requires City Council authorization for contracts exceeding $40,000.00; and

WHEREAS, Motorola, 5 Paragon Drive, Suite 200, Montvale, New Jersey 07645 is in possession of State Contract No. A83909, and submitted a proposal in the amount of One Hundred Fifteen Thousand, Four Hundred Ninety Dollars and Eight Cents ($115,490.08) for portable radio equipment and accessories; and

WHEREAS, funding this purchase is an allowable expense under the FY-15 Department of Homeland Security Urban Area Security Initiative at no expense to the City of Jersey City; and

WHEREAS, funds are available for this contract in the **UASI FY-15 Federal & State Grant Fund;**

Account	P.O. #	State Contract	Total Contract
02-213-40-572-314	122555	A83909	$115,490.08

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

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

1. A contract in the amount of $115,490.08 is awarded to Motorola for the purchase and delivery of portable radio equipment and accessories for the Office of Emergency Management.

2. The contract is awarded without public bidding pursuant to N.J.S.A 40A:11-12.

3. Upon certification by an official or employee of the City authorized to administer the contract, that the services have been provided and the requirements of the contract met, then payment to the contractor shall be made in accordance with the provisions of the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et seq.

(Continued to page 2)

Continuation of Resolution _____ Pg. # 2

City Clerk File No. Res. 16.708

Agenda No. 10.P OCT 2 6 2016

TITLE:

RESOLUTION AUTHORIZING AWARD OF A CONTRACT TO MOTOROLA FOR THE PURCHASE AND DELIVERY OF PORTABLE RADIO EQUIPMENT AND ACCESSORIES FOR THE DEPARTMENT OF PUBLIC SAFETY (POLICE) FUNDED BY THE OFFICE OF EMERGENCY MANAGEMENT AND HOMELAND SECURITY FY-15 URBAN AREA SECURITY INITIATIVE GRANT (UASI)

I, Donna Mauer, Donna Mauer, Chief Financial Officer, certify that there are sufficient funds available for payment of this above resolution.

WHEREAS, funds are available for this contract in the **UASI FY-15 Federal & State Grant Fund;**

Account	P.O. #	State Contract	Total Contract
02-213-40-572-314	122555	A83909	$115,490.08

Approved by _____ 10/17/16

Peter Folgado, Director of Purchasing — Date

RPPO, QPA

PF/pv
10/6/16

APPROVED: _____

APPROVED: _____ Business Administrator

APPROVED AS TO LEGAL FORM _____ Corporation Counsel

R.B 10-28-16

Certification Required ☒

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 10.26.16

COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
HALLANAN	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

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

City Clerk File No. Res. 16.709

Agenda No. 10.Q

Approved: OCT 2 6 2016

TITLE:

RESOLUTION AUTHORIZING AWARD OF A CONTRACT TO STATE LINE FIRE SAFETY INC. FOR THE PURCHASE AND DELIVERY OF HYDRAULIC RESCUE EQUIPMENT FOR THE OFFICE OF EMERGENCY MANAGEMENT AND HOMELAND SECURITY FUNDED THROUGH FY-16 URBAN AREA SECURITY INITIATIVE GRANT (UASI)

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, the EDRAULIC tools are battery-powered extrication devices used by emergency personnel during vehicular rescue efforts; and

WHEREAS, N.J.S.A. 40A:11-12 of the Local Public Contracts Law authorizes municipalities to use a State Contract and N.J.A.C. 5:34-7.29 requires City Council authorization for contracts exceeding $40,000.00; and

WHEREAS, State Line Fire Safety Inc., 50 Park Avenue, Park Ridge, New Jersey 07656 is an authorized dealer and distributor for Hale Fire Pump Company who is in possession of State Contract No. A80968, and has submitted a proposal in the amount of Forty Four Thousand, Four Hundred Sixty Four Dollars ($44,464.00) for EDRAULIC rescue tools; and

WHEREAS, funding this purchase is an allowable expense under the FY-16 Department of Homeland Security Urban Area Security Initiative at no expense to the City of Jersey City; and

WHEREAS, funds are available for this contract in the **UASI FY-16 Federal & State Grant Fund;**

Account	P.O. #	State Contract	Total Contract
02-213-40-672-314	122595	A80968	$44,464.00

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

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

1. A contract in the amount of $44,464.00 is awarded to State Line Fire Safety Inc. for the purchase and delivery of EDRAULIC rescue tools for the Office of Emergency Management.

2. The contract is awarded without public bidding pursuant to N.J.S.A 40A:11-12.

3. Upon certification by an official or employee of the City authorized to administer the contract, that the services have been provided and the requirements of the contract met, then payment to the contractor shall be made in accordance with the provisions of the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et seq.

(Continued to page 2)

Continuation of Resolution _____

City Clerk File No. Res. 16.709

Agenda No. 10.Q OCT 2 6 2016

TITLE:

RESOLUTION AUTHORIZING AWARD OF A CONTRACT TO STATE LINE FIRE SAFETY INC. FOR THE PURCHASE AND DELIVERY OF HYDRAULIC RESCUE EQUIPMENT FOR THE OFFICE OF EMERGENCY MANAGEMENT AND HOMELAND SECURITY FUNDED THROUGH FY-16 URBAN AREA SECURITY INITIATIVE GRANT (UASI)

I, Donna Mauer, Donna Mauer, Chief Financial Officer, certify that there are sufficient funds available for payment of this above resolution.

WHEREAS, funds are available for this contract in the **UASI FY-16 Federal & State Grant Fund**;

Account	P.O. #	State Contract	Total Contract
02-213-40-672-314	122595	A80968	$44,464.00

Approved by _____ 10/17/16

Peter Folgado, Director of Purchasing
RPPO, QPA

Date

PF/pv
10/6/16

APPROVED: _____

APPROVED: _____
Business Administrator

APPROVED AS TO LEGAL FORM

R.R. 10-18-16

_____
Corporation Counsel

Certification Required ☒

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 10.26.16

COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
HALLANAN	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

_____
Rolando R. Lavarro, Jr., President of Council

_____
Robert Byrne, City Clerk

RESOLUTION FACT SHEET – CONTRACT AWARD

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

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING AWARD OF CONTRACT TO MOTOROLA FOR THE PURCHASE AND DELIVERY OF PORTABLE RADIO EQUIPMENT AND ACCESSORIES FOR THE OFFICE OF EMERGENCY MANASGEMENT AND HOMELAND SECURITY FUNDED THRU FY-15 URBAN AREA SECURITY INITIATIVE GRANT (UASI)

Initiator

Department/Division	Public Safety	OEM/Homeland Security
Name/Title	W. Greg Kierce	Director
Phone/email	201 547-5681	wkierce@njjcps.org

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

Resolution Purpose

This resolution authorizes the award of a contract to Motorola to supply 38 portable radios and accessories for use by members of the Jersey City Police Department.

I certify that all the facts presented herein are accurate.

Signature of Department Director — **Date** 10/18/16

Signature of Purchasing Director — **Date** 10/17/16

Revenue NJBGS

New Jersey Division of Revenue

On-Line Business Registration Certificate Service

CERTIFICATE NUMBER 0108883 FOR MOTOROLA SOLUTIONS, INC. IS VALID.

Jersey City Public Safety Communications
73-85 Bishop Street
Jersey City, New Jersey 07304
Att: Director Bob Baker Sr.

September 30,2016

Dear Bob,
As per your request the following is a NJ State Contract 83909 Price quote on the APX6000 Ll type 1.5 portables and accessories . The APX6000 Type 1.5 has the top display only but includes a belt clip. Encryption is NOT included per your request. Accessories include spare standard impres battery, dual impress charger for radio and spare battery, and standard mic with vol control.
State contract pricing and specs are as follows:

APX6000Li TYPE 1.5 TOP DISPLAY LIMITED KEYPAD PORTABLE RADIO

Item	Qty.	Model #	Description	List Price	State % Discount	Unit Price	Extended Price
			APX6000Li Model 1.5 TOP DISPLAY UHF 450-520 Mhz Portable Radio				
1	38	H98SDD9PW5N	APX6000LI Model 1.5 Single Band Top Display	$1,900.00	25%	$1,425.00	$54,150.00
			Includes one year factory Warranty from shipment, **belt clip**				
1a	38	QA02756	ADD: Astro Digital CAI Operation-9600baud smartzone trunking	$1,570.00	25%	$1,177.50	$44,745.00
1b	38	QA02017	UHF Range II and GPS stub antenna	$24.00	25%	$18.00	$684.00
1c	38	H886AQ	4 Year Factory mail in depot warranty from shipment	$125.00	0%	$125.00	$4,750.00
1d	38	QA01768	Enhanced Zone Bank	$75.00	25%	$56.25	$2,137.50
2	38	PMNN4403	SPARE IMPRES BATTERY 2150 MAMP	$125.00	40%	$75.00	$2,850.00
3	38	NNTN7593A	IMPRES Desktop DUAL Unit Charger with display	$375.00	25%	$281.25	$10,687.50
			to charge radio AND spare battery				
4	38	PMMN4065A	IMPRES RSM with vol control IP57	$97.00	25%	$72.75	$2,764.50
5	0	PROGRAMING	programming to be done by JC Customer Team	$0.00	0%	$0.00	$0.00
						Subtotal:	**$122,768.50**
			Less 5% over Qty 25 Large order disc:				**($6,138.42)**
							($1,140.00)
				NJ CONTRACT 83909 Total:			**$115,490.08**

☑ APPROVED
FY-15

Delivery: Approx 2 wks. from PO hard copy
Terms: Net 30 Days from Invoice

Very Truly Yours,
Thomas Schmidt Motorola Senior Account Manager
Motorola Solutions Inc.
123 Tice Boulevard
Woodcliff Lake, New Jersey 07677

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

City Clerk File No. Res. 16.709

Agenda No. 10.Q

Approved:

TITLE:

RESOLUTION AUTHORIZING AWARD OF A CONTRACT TO STATE LINE FIRE SAFETY INC. FOR THE PURCHASE AND DELIVERY OF HYDRAULIC RESCUE EQUIPMENT FOR THE OFFICE OF EMERGENCY MANAGEMENT AND HOMELAND SECURITY FUNDED THROUGH FY-16 URBAN AREA SECURITY INITIATIVE GRANT (UASI)

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, the EDRAULIC tools are battery-powered extrication devices used by emergency personnel during vehicular rescue efforts; and

WHEREAS, N.J.S.A. 40A:11-12 of the Local Public Contracts Law authorizes municipalities to use a State Contract and N.J.A.C. 5:34-7.29 requires City Council authorization for contracts exceeding $40,000.00; and

WHEREAS, State Line Fire Safety Inc., 50 Park Avenue, Park Ridge, New Jersey 07656 is an authorized dealer and distributor for Hale Fire Pump Company who is in possession of State Contract No. A80968, and has submitted a proposal in the amount of Forty Four Thousand, Four Hundred Sixty Four Dollars ($44,464.00) for EDRAULIC rescue tools; and

WHEREAS, funding this purchase is an allowable expense under the FY-16 Department of Homeland Security Urban Area Security Initiative at no expense to the City of Jersey City; and

WHEREAS, funds are available for this contract in the **UASI FY-16 Federal & State Grant Fund**;

Account	P.O. #	State Contract	Total Contract
02-213-40-672-314	122595	A80968	$44,464.00

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

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

1. A contract in the amount of $44,464.00 is awarded to State Line Fire Safety Inc. for the purchase and delivery of EDRAULIC rescue tools for the Office of Emergency Management.

2. The contract is awarded without public bidding pursuant to N.J.S.A 40A:11-12.

3. Upon certification by an official or employee of the City authorized to administer the contract, that the services have been provided and the requirements of the contract met, then payment to the contractor shall be made in accordance with the provisions of the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et seq.

(Continued to page 2)

City Clerk File No. Res. 16.709

Agenda No. 10.Q

TITLE:

RESOLUTION AUTHORIZING AWARD OF A CONTRACT TO STATE LINE FIRE SAFETY INC. FOR THE PURCHASE AND DELIVERY OF HYDRAULIC RESCUE EQUIPMENT FOR THE OFFICE OF EMERGENCY MANAGEMENT AND HOMELAND SECURITY FUNDED THROUGH FY-16 URBAN AREA SECURITY INITIATIVE GRANT (UASI)

I, _____, Donna Mauer, Chief Financial Officer, certify that there are sufficient funds available for payment of this above resolution.

WHEREAS, funds are available for this contract in the **UASI FY-16 Federal & State Grant Fund;**

Account	P.O. #	State Contract	Total Contract
02-213-40-672-314	122595	A80968	$44,464.00

Approved by _____ 10/17/16

Peter Folgado, Director of Purchasing — Date

RPPO, QPA

PF/pv
10/6/16

APPROVED: _____ APPROVED AS TO LEGAL FORM R.R. 10-18-16

APPROVED: _____ Business Administrator

_____ Corporation Counsel

Certification Required ☒

Not Required ☐

APPROVED 10.26.16

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

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

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

_____ Rolando R. Lavarro, Jr., President of Council

_____ Robert Byrne, City Clerk

RESOLUTION FACT SHEET – CONTRACT AWARD

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

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING AWARD OF CONTRACT TO STATE LINE FIRE SAFETY INC. FOR THE PURCHASE AND DELIVERY OF HYDRALIC RESCUE EQUIPMENT FOR THE OFFICE OF EMERGENCY MANAGEMENT AND HOMELAND SECURITY FUNDED THROUGH FY-16 URBAN AREA SECURITY INITIATIVE GRANT (UASI)

Initiator

Department/Division	Public Safety	OEM/ Homeland Security
Name/Title	W. Greg Kierce	Director
Phone/email	201 547-5681	wkierce@njjcps.org

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

Resolution Purpose

This Resolution authorizes the award of a contract to State Line Fire Safety to supply HURST Hydraulic Rescue tools for use by members of the Jersey City PD Emergency Services Unit

I certify that all the facts presented herein are accurate.

Signature of Department Director — **Date** 10/12/16

Signature of Purchasing Director — **Date** 10/17/16

Revenue NJBGS

New Jersey Division of Revenue

On-Line Business Registration Certificate Service

CERTIFICATE NUMBER 0064794 FOR STATE LINE FIRE & SAFETY, INC. IS VALID.

STATE LINE FIRE & SAFETY, Inc.

50 Park Avenue
Park Ridge, NJ 07656
ph 201-391-3290
fx 201-391-6487
statelinefire@optonline.net
www.statelinefireandsafety.com

HURST JAWS OF LIFE®

HURST CENTAUR HIGH PRESSURE RESCUE SYSTEMS

Quote For:Jersey City P.D./ESU

ATTN:Christopher Lefante
fx/ph/email:CLefante@njjcps.org

Date: 9/21/16

Quantity	Part Number	Description	Price @	Total Price
		Hurst eDraulic Rescue Tools		
2	272085000	Hurst eDraulic S700E2 Cutter Package	$8,497.50	$16,995.00
		includes charger & (2) EXL batteries		
2	273045000	Hurst eDraulic SC357E2 Combi Package	$9,547.50	$19,095.00
		includes charger & (2) EXL batteries		
2	2001	Horizontal Mtg Brackets for eDraulic S-700	$196.00	$392.00
2	2641	Horizontal Mtg Brackets for eDraulic SC357	$234.00	$468.00
2	3629009	Hurst Rabbit tool System Complete w/ bag,	$1,923.75	$3,847.50
		carry strap, hammer, and pry bar		
		Accessories		
2	272085412	Adapter Plug for 110V eDraulic 2.0 rescue tools	$521.25	$1,042.50
2	272080910	Hurst eDraulic DC Bank Charger (4 Batteries)	$1,312.00	$2,624.00
		Can eliminate above charger @ $503.50 each		
		Priced per N.J. State Contract# A-80968		

By: Jeanette N. Kendall
jeanette@statelinefireandsafety.com
Quote valid for 30 days

$44,464.00

☑ APPROVED
FY-16

State of New Jersey
Department of the Treasury
— Division of Purchase and Property

Notice of Award
Term Contract(s)

T-0790
FIREFIGHTER PROTECTIVE CLOTHING AND EQUIPMENT

Vendor Information
Authorized Dealers
By Vendor
RFP Documents
Email to KATE POPSO

Downloadable NOA Documents
(Please utilize scroll bar on right side of box if necessary to view all documents)

Download All Documents

- Subcontractor List Adobe PDF (123 kb)
- NOA Price Lists Link
- Amendment #1 - Product Addition Adobe PDF (60 kb)
- Amendment #2 - Additional Distributors Adobe PDF (15 kb)
- Amendment #3 - Product Addition Adobe PDF (13 kb)
- Amendment #4 - Product Addition Adobe PDF (19 kb)
- Amendment #5 - Price Adjustment Adobe PDF (61 kb)
- Amendment #6 - Price List Update(s) Adobe PDF (40 kb)
- Amendment #7 - Product Addition Adobe PDF (14 kb)
- Amendment #8 - Product Addition Adobe PDF (14 kb)
- Amendment #9 - Product Addition Adobe PDF (19 kb)
- Amendment #10 - Price List Update(s) Adobe PDF (129 kb)
- Amendment #11 - Additional Distributors Adobe PDF (13 kb
- Amendment #12 - Price List Update(s) Adobe PDF (76 kb)
- Amendment #13 - Additional Distributors Adobe PDF (182 kl
- Amendment #14 - Additional Distributors Adobe PDF (76 kb
- Amendment #15 - Price List Update(s) Adobe PDF (76 kb)
- Amendment #16 - Product Addition Adobe PDF (25 kb)
- Amendment #17 - Product Addition Adobe PDF (48 kb)
- Amendment #18 - Additional Distributors Adobe PDF (13 kb

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NOAs By Number **NOAs By Title** **Search NOAs**

Index #:	T-0790
Contract #:	VARIOUS
Contract Period:	FROM: 04/01/12 TO: 03/31/17
Applicable To:	ALL STATE AGENCIES
Cooperative Purchasing:	POLITICAL SUBDIVISIONS*
Vendor Name & Address:	SEE VENDOR INFORMATION SECTION
For Procurement Bureau Use:	
Solicitation #:	22281
Bid Open Date:	12/19/11
CID #:	1039827
Commodity Code:	340-34
Set-Aside:	NONE

	HAIX NORTH AMERICA INC 2320 FORTUNE DR/STE 120 LEXINGTON, KY 40509
Contact Person:	SANDY LONGARZO
Contact Phone:	866-344-4249
Order Fax:	859-281-0113
Contract#:	80958
Expiration Date:	03/31/17
Terms:	NONE
Delivery:	30 DAYS ARO
Small Business Enterprise:	NO
Minority Business Enterprise:	NO
Women Business Enterprise:	NO
Cooperative Purchasing *:	YES
*** WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?**	

Vendor Name & Address:	HALE FIRE PUMP CO DBA HURST JAWS OF LIFE 711 NORTH POST ROAD SHELBY, NC 28150
Contact Person:	KEVIN HALSTEAD
Contact Phone:	704-487-2048
Order Fax:	803-551-4646
Contract#:	80968
Expiration Date:	03/31/17
Terms:	5% 9 NET 10
Delivery:	6 WEEKS ARO
Small Business Enterprise:	NO
Minority Business Enterprise:	NO
Women Business Enterprise:	NO
Cooperative Purchasing *:	YES
*** WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?**	

Vendor Name & Address:	INFRARED SYSTEMS GROUP LLC 305 PETTY ROAD LAWRENCEVILLE, GA 30043-4844
Contact Person:	PATRICIA C MORRIS
Contact Phone:	678-442-1234
Order Fax:	678-442-1295
Contract#:	80969
Expiration Date:	03/31/17
Terms:	NONE
Delivery:	30 DAYS ARO
Small Business Enterprise:	NO
Minority Business Enterprise:	NO
Women Business Enterprise:	NO
Cooperative Purchasing *:	YES
*** WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?**	

Vendor Name & Address:	LION APPAREL 7200 POE AVENUE DAYTON, OH 45414
Contact Person:	PEGGY CURTIS
Contact Phone:	800-421-2926
Order Fax:	877-803-1032
Contract#:	80947
Expiration Date:	03/31/17
Terms:	NONE
Delivery:	60 DAYS ARO
Small Business Enterprise:	NO
Minority Business Enterprise:	NO
Women Business Enterprise:	NO

	P/L DATED: 5/1/11 - RETAIL				
LINE#	**DESCRIPTION/MFGR/BRAND**	**EST QUANTITY**	**UNIT**	**% DISCOUNT**	**UNIT PRICE**
00064	COMM CODE: 340-07-029142 [FIRE PROTECTION EQUIPMENT AND SUPPLIES] ITEM DESCRIPTION: SEARCH & RESCUE/VEHICLE EXTRICATION EQ. TNT RESCUE TOOLS MUST MEET PEOSHA AND NFPA 1983-1985 EDITION P/L DATED: 3/7/2011 -RETAIL	1.000	EACH	1.00%	N/A

Vendor: GLOBE MANUFACTURING COMPANY LLC **Contract Number:** 80945

LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00002	COMM CODE: 340-34-029069 [FIRE PROTECTION EQUIPMENT AND SUPPLIES] ITEM DESCRIPTION: TURNOUT GEAR - CAIRNS MUST MEET PEOSHA AND NFPA 1971-1986 EDITION. P/L DATED: 3/1/11 - LIST	1.000	EACH	25.00%	N/A
LINE#	**DESCRIPTION/MFGR/BRAND**	**EST QUANTITY**	**UNIT**	**% DISCOUNT**	**UNIT PRICE**
00005	COMM CODE: 340-34-036618 [FIRE PROTECTION EQUIPMENT AND SUPPLIES] ITEM DESCRIPTION: TURNOUT GEAR - GLOBE MUST MEET PEOSHA AND NFPA 1971-1986 EDITION P/L DATED: 2/1/11 - LIST	1.000	EACH	25.00%	N/A
LINE#	**DESCRIPTION/MFGR/BRAND**	**EST QUANTITY**	**UNIT**	**% DISCOUNT**	**UNIT PRICE**
00024	COMM CODE: 340-34-041034 [FIRE PROTECTION EQUIPMENT AND SUPPLIES] ITEM DESCRIPTION: BOOTS - GLOBE MUST MEET PEOSHA AND NFPA 1974-1987 EDITION P/L DATED: 3/1/11 - LIST	1.000	EACH	25.00%	N/A

Vendor: HAIX NORTH AMERICA INC **Contract Number:** 80958

LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00025	COMM CODE: 340-34-041035 [FIRE PROTECTION EQUIPMENT AND SUPPLIES] ITEM DESCRIPTION: BOOTS - HAIX MUST MEET PEOSHA AND NFPA 1974-1987 EDITION P/L DATED: 4/1/11 - RETAIL P/L #: 400	1.000	EACH	23.00%	N/A

Vendor: HALE FIRE PUMP CO DBA HURST JAWS OF LIFE **Contract Number:** 80968

LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE

00056	COMM CODE: 340-34-041098 [FIRE PROTECTION EQUIPMENT AND SUPPLIES] ITEM DESCRIPTION: SEARCH & RESCUE/VEHICLE EXTRICATION EQ. HURTZ JAWS OF LIFE MUST MEET PEOSHA AND NFPA 1983-1985 EDITION P/L DATED: 8/15/11 (HP & LP) P/L DATED: 3/31/11 (EDRAULIC)	1.000	EACH	5.00%	N/A

Vendor: INFRARED SYSTEMS GROUP LLC **Contract Number:** 80969

LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00057	COMM CODE: 340-34-041099 [FIRE PROTECTION EQUIPMENT AND SUPPLIES] ITEM DESCRIPTION: SEARCH & RESCUE/VEHICLE EXTRICATION EQ. ISG/INFRASYS THERMAL MUST MEET PEOSHA AND NFPA 1983-1985 EDITION P/L DATED: 91/11 - RETAIL P/L #: 090111A	1.000	EACH	10.00%	N/A

Vendor: LION APPAREL **Contract Number:** 80947

LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00006	COMM CODE: 340-34-036620 [FIRE PROTECTION EQUIPMENT AND SUPPLIES] ITEM DESCRIPTION: TURNOUT GEAR - JANESVILLE MUST MEET PEOSHA AND NFPA 1971-1986 EDITION P/L DATED: 1/1/12 - RETAIL	1.000	EACH	25.00%	N/A

LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00007	COMM CODE: 340-34-036621 [FIRE PROTECTION EQUIPMENT AND SUPPLIES] ITEM DESCRIPTION: TURNOUT GEAR - LION APPAREL MUST MEET PEOSHA AND NFPA 1971-1986 EDITION P/L DATED: 1/1/12 - RETAIL	1.000	EACH	25.00%	N/A

LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00036	COMM CODE: 340-34-029082 [FIRE PROTECTION EQUIPMENT AND SUPPLIES] ITEM DESCRIPTION: GLOVES - LION APPAREL MUST MEET PEOSHA AND NFPA 1973-1988 EDITION P/L DATED: 1/1/12 - RETAIL	1.000	EACH	15.00%	N/A

LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00072	COMM CODE: 340-34-083654 [FIRE PROTECTION EQUIPMENT AND SUPPLIES]	1.000	EACH	25.00%	N/A

State of New Jersey

DEPARTMENT OF THE TREASURY
DIVISION OF PURCHASE AND PROPERTY
PROCUREMENT BUREAU
P. O. Box 230
Trenton, New Jersey 08625-0230

CHRIS CHRISTIE
Governor

KIM GUADAGNO
Lt. Governor

FORD M. SCUDDER
Acting State Treasurer

JIGNASA DESAI-MCCLEARY
Director

AMENDMENT #66
T-0790

SOLICITATION #12-X-22281

TO: State Agencies and Cooperative Purchasing Participants

DATE: January 15, 2016

FROM: Anna Marie Miller, Procurement Specialist

SUBJECT: Firefighter Protective Clothing and Equipment

CONTRACT PERIOD: Original Term: April 1, 2012 – March 31, 2015
1st Extension: April 1, 2015 – March 31, 2016
2nd Extension: April 1, 2016 – March 31, 2017

Please be advised the following contracts have been extended for a period of one (1) year, commencing April 1, 2016 through March 31, 2017 in accordance with the RFP's Section **5.2 CONTRACT TERM AND EXTENSION OPTION**:

Contractor	Contract Number
Air & Gas Technologies Inc.	A80963
Akron Brass Company	A80964
AMKUS Inc.	A80971
Black Diamond Group	A80957
Continental Fire & Safety Inc.	A80956
Cutters Edge Division of Edge Industries	A80965
Draeger Safety Inc.	A80962
E D Bullard Co	A80952
Emergency Equipment Sales	A80972
ESI Equipment Inc.	A80967
Fire Dex LLC	A80946
Firefighter One LLC	A80949
Globe Manufacturing Company LLC	A80945
Haix North America Inc.	A80958
Hale Fire Pump Co.	A80968
Infrared Systems Group LLC	A80969
Lion Apparel	A80947
Majestic Fire Apparel Inc.	A80955
Mine Safety Appliances Co.	A80953
Morning Pride Manufacturing	A80948

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

City Clerk File No. Res. 16.710

Agenda No. 10.R

Approved: OCT 2 6 2016

TITLE:

RESOLUTION AUTHORIZING AN AWARD OF CONTRACT TO ATLANTIC SALT, INC. FOR THE FOR THE PURCHASE AND DELIVERY OF ROCK SALT THROUGH THE COOPERATIVE AGREEMENT BETWEEN THE CITY OF JERSEY CITY AND HUDSON COUNTY

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

WHEREAS, N.J.S.A. 40A:11-10 et seq. authorizes a municipality to enter into a Cooperative Pricing Agreement with another public entity; and

WHEREAS, certain economies can be achieved when public entities purchase goods and services together under a cooperative pricing agreement; and

WHEREAS, the City of Jersey City ("City") entered into a Cooperative Agreement with Hudson County; and

WHEREAS, the Department of Public Works, Division of Sanitation wishes to purchase bulk rock salt from Atlantic Salt Inc., 134 Middle Street, Suite 210, Lowell, Massachusetts 01852; and

WHEREAS, Hudson County publicly bid and awarded a contract to Atlantic Salt; and

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

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

1. Atlantic Salt Inc.'s proposal to purchase and deliver bulk rock salt is accepted and a contract in the amount of $1,200,000.00 is awarded to Atlantic Salt Inc;

2. The term of the contract shall be for (12) twelve months effective on October 13, 2016 through October 12, 2017 with the option to renew for an additional (1) year.

3. Upon certification by an official or employee of the City authorized to administer the contract, that the services have been provided and the requirements of the contract met, then payment to the contractor shall be made in accordance with the provisions of the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et seq.;

4. This contract is awarded pursuant to N.J.S.A. 40A:11-10 et seq.

5. Pursuant to N.J.A.C. 5:30-5.5(c)(2), the continuation of the contract after the expenditure of funds encumbered in the 2016 fiscal year budget shall be subject to the availability and appropriation of sufficient funds in the 2017 fiscal year temporary and permanent budgets.

(Continued on page 2)

Continuation of Resolution _____

City Clerk File No. Res. 16.710

Agenda No. 10.R OCT 2 6 2016

TITLE:

RESOLUTION AUTHORIZING AN AWARD OF CONTRACT TO ATLANTIC SALT, INC. FOR THE FOR THE PURCHASE AND DELIVERY OF ROCK SALT THROUGH THE COOPERATIVE AGREEMENT BETWEEN THE CITY OF JERSEY CITY AND HUDSON COUNTY

I, Donna Mauer, Donna Mauer, Chief Financial Officer, certify that there are sufficient funds available for payment of this above resolution.

Operating Account Fund	P.O. #	Total Contract	Encumbrance
01-201-26-292-314	122519	$1,200,000.00	$20,000.00

Approved by _____ 10/12/16

Peter Folgado, Director of Purchasing, QPA, RPPO — Date

PF/pv
9/28/16

APPROVED: _____

APPROVED: _____
Business Administrator

APPROVED AS TO LEGAL FORM

R.R 10-17-16

_____
Corporation Counsel

Certification Required ☒

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 10.26.16

COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
HALLANAN	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

_____
Rolando R. Lavarro, Jr., President of Council

_____
Robert Byrne, City Clerk

RESOLUTION FACT SHEET - CONTRACT AWARD

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

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING AN AWARD OF CONTRACT TO ATLANTIC SALT, INC. FOR THE PURCHASE AND DELIVERY OF ROCK SALT THROUGH THE COOPERATIVE AGREEMENT BETWEEN THE CITY OF JERSEY CITY AND HUDSON COUNTY.

Project Manager

Department/Division	DPW	Sanitation
Name/Title	Frank Lamparelli	Sanitution Director
Phone/email	201-547-4400	flamparelli@jcnj.org

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

Contract Purpose

The purpose of this resolution is to:

- To purchase bulk salt.
- To be used in winter snow and ice control operations.
- Free of any foreign debris and dirt of any kind (Clean Salt).

Cost (Identify all sources and amounts)

DPW /Sanitation Operating Account
01-201-26-292-314
Total Contract Amount =$1,200,000.00
Temporary encumbrancy =$20,000.00

Contract term (include all proposed renewals)

10/13/16 to 10/12/17.
There is an option to renew for one (1) additional year period.

Type of award Cooperative agreement. .

If "Other Exception", enter type

Additional Information

COOPERATIVE AGREEMENT BETWEEN THE CITY OF JERSEY CITY AND HUDSON COUNTY.

I certify that all the facts presented herein are accurate.

Brenda Baynes 9/29/16.

Signature of Department Director **Date**

10/12/16

Signature of Purchasing Director **Date**

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name:	ATLANTIC SALT, INC.
Trade Name:	
Address:	134 MIDDLE STREET SUITE 210 LOWELL, MA 01852-1883
Certificate Number:	0100899
Effective Date:	January 09, 1990
Date of Issuance:	September 29, 2016

For Office Use Only:

20160929160436721

Atlantic Salt, Inc. *Contract No. 12681*

Period: 11/12/15 To: 11/11/17

BID PROPOSAL FORM
ROCK SALT
COUNTY OF HUDSON

Date: October 22, 2015

Made By: Atlantic Salt, Inc.

Address: 134 Middle St, Ste 210

Lowell, MA 01852

To The Board of Chosen Freeholders
567 Pavonia Avenue
Jersey City, New Jersey 07306

The undersigned do(es) declare that he (they) is or are the only person(s) interested in this proposal, that it is made without collusion with any person, firm or corporation making another bid for the same Contract, that the bid is in all respects fair and that no officer of the County of Hudson or any person in the employ of said County is directly or indirectly interested in this bid or in the supplies or work to which is related, or in the profits or any portion thereof.

The undersigned also declare(s) that he (they) carefully examined and fully understand(s) the General Conditions and Instructions to Bidders, specifications and all other contract documents herein referred to and propose(s) to furnish and deliver all necessary material specified and in the manner and time prescribed and further understand that all quantities of material and/or services are to be furnished at the following price(s);

Year One* Bid Price: $ 75.00 /Ton

Year One* Written Price: Seventy-Five and 00/100 Dollars /Ton

Year Two** Bid Price: $ 75.00 /Ton

Year Two** Written Price: Seventy-Five and 00/100 Dollars /Ton

Signed: Donna G. Capillo
Name: Donna G. Capillo, Corporate Secretary
Company: Atlantic Salt, Inc.
Address: 134 Middle St, Ste 210, Lowell, MA 01852
Telephone #: (978) 453-4911 Fax #: (978) 251-8244
Federal ID #: 13-2914699

* Year One bid price is required.
** Year Two bid price is optional. The County may award a two year contract based on both one year and two year bid price or at its discretion award a one year contract based on year one price.

A uniform bid price is requested for the County of Hudson and the Hudson County Pricing System registered members.

A list of the seventeen (17) registered members is as follows:

County of Hudson
Borough of East Newark
City of Bayonne
City of Hoboken
City of Jersey City
City of Union City
H.C. Improvement Authority
Hudson Regional Housing Authority
Jersey City Housing Authority
Jersey City Incinerator Authority
Town of Guttenberg
Town of Harrison
Town of Kearny
Town of Secacucus
Town of West New York
Township of North Bergen
Township of Weehawken

(✓) **Check here** if willing to provide the item(s) herein bid upon to registered members of the Hudson County Pricing System 83-HCPS, who have submitted estimates, without substitution or deviation from specifications, size, features, quality, price or availability as herein set forth. It is understood that orders will be placed directly by the registered members identified herein by separate contract, subject to the overall terms of the master contract to be awarded by the County of Hudson, and that no additional service or delivery charges will be allowed except as permitted by these specifications.

( ) **Check here** if not willing to extend prices to registered members of the Hudson County Pricing System 83-HCPS who have submitted estimates as described above. It is understood that this will not adversely affect consideration of this bid with respect to the needs of the County of Hudson.

In the event that the lowest responsible bidder, in the bid document, declines to extend prices to the registered members who submitted estimates, the contract for the needs of the County of Hudson will be awarded, and other bids shall be rejected and no further bids will be sought by the County of Hudson on behalf of the registered members who have submitted estimates.

The master contract shall state that the bid prices be extended to registered members who have not submitted estimates prior to the advertisements for bids with the written approval of the County of Hudson and the contractor.

STATE OF NEW JERSEY

BUSINESS REGISTRATION CERTIFICATE

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

TAXPAYER NAME:

ATLANTIC SALT, INC.

TRADE NAME:

ADDRESS:

134 MIDDLE STREET SUITE 210
LOWELL MA 01852

SEQUENCE NUMBER:

0100899

EFFECTIVE DATE:

01/09/90

ISSUANCE DATE:

03/19/09

James J. Fusco

Director
New Jersey Division of Revenue

FORM-BRC

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

(01/05) D1999461

Certification
5836

CERTIFICATE OF EMPLOYEE INFORMATION REPORT

RENEWAL

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

15-OCT-2012 to 15-OCT-2019

ATLANTIC SALT, INC.
561 RICHMOND TERR.
STATEN ISLAND NY 10301

Andrew P. Sidamon-Eristoff
State Treasurer

OFFICE:
134 MIDDLE STREET, SUITE 210
LOWELL, MA 01852
TELEPHONE: (978) 453-4911
FAX: (978) 251-8244

PLANT:
561 RICHMOND TERRACE
STATEN ISLAND, NEW YORK
TELEPHONE: (718) 816-7200

ATLANTIC SALT, INC.

October 11, 2016

Silendra Baijnauth, Fiscal Officer
City of Jersey City
13-15 Linden Avenue East, 3rd Floor
Jersey City, NJ 07305-4726

Dear Silendra,

OCT 12 PM 2:5

Enclosed you will find the requested contract paperwork:

- Completed Pay to Play document
- Completed EEO documents as well as our Certificate of Employee Information and NJ Business Registration Certificate.

Atlantic Salt, Inc. looks forward to working with the City of Jersey City this winter season. If you have any questions or need for further information please contact the office at (978) 453-4911.

Yours truly,

Donna G. Capillo

Donna G. Capillo
Secretary

Enclosures

EEO/AFFIRMATIVE ACTION REQUIREMENTS

Goods, Professional Services and General Service Contracts

Questions in reference to EEO/AA Requirements For Goods, Professional Services and General Service Contracts should be directed to:

Jeana F. Abuan
Spvg. Adm. Analyst, Public Agency Compliance Officer
Department of Administration
Office of Tax Abatement & Compliance
13-15 Linden Avenue East
Jersey City NJ 07305
Tel. #201-547- 4538
E-mail Address: abuanJ@jcnj.org

(REVISED 4/13)

EXHIBIT A
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)
N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

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

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

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

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

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

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employmentgoals established in accordance with N.J.A.C. 17:27-5.2.

EXHIBIT A (*Continuation*)

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

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

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract_compliance

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

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

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

The undersigned vendor further agrees to furnish the required forms of evidence and

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

Representative's Name/Title (Print): Shelagh E. Mahoney

Representative's Signature: Shelagh E Mahoney

Name of Company: Atlantic Salt, Inc.

Tel. No.: (978) 453-4911 Date: October 3, 2016

Certification

5836

CERTIFICATE OF EMPLOYEE INFORMATION REPORT

RENEWAL

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

15-OCT-2012 to 15-OCT-2019

ATLANTIC SALT, INC.
561 RICHMOND TERR.
STATEN ISLAND NY 10301

Andrew P. Sidamon-Eristoff
State Treasurer

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

The contractor and the _____ of _____, (hereafter "owner") do hereby agree that the provisions of Title II of the Americans With Disabilities Act of 1990 (the "Act") *(42 U.S.C. S12101* 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): Shelagh E. Mahoney, President
Representative's Signature: Shelagh E. Mahoney
Name of Company: Atlantic Sale, Inc.
Tel. No.: (978) 453-4911 Date: October 3, 2016

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 Salt, Inc.

Address : 134 Middle Street, Suite 210, Lowell, MA 01852

Telephone No. : (978) 453-4911

Contact Name : Jason Archambault

Please check applicable category :

_____ Minority Owned Business (MBE)

_____ Minority& Woman Owned Business(MWBE)

_____ Woman Owned business (WBE)

__X__ Neither

Definitions
Minority Business Enterprise

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

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

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

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

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

Woman Business Enterprise

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

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: Atlantic Salt, Inc.

Address: 134 Middle Street, Suite 210, Lowell, MA 01852

Telephone No.: (978) 453-4911

Contact Name: Jason Archambault

Please check applicable category:

____ Minority Owned Business (MBE)

____ Minority& Woman Owned Business (MWBE)

____ Woman Owned business (WBE)

_X_ Neither

Definitions
Minority Business Enterprise

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

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

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

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

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

Woman Business Enterprise

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

DIVISION OF PURCHASING COPY

STATE OF NEW JERSEY

BUSINESS REGISTRATION CERTIFICATE

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

TAXPAYER NAME:

ATLANTIC SALT, INC.

ADDRESS:

134 MIDDLE STREET SUITE 210
LOWELL MA 01852

EFFECTIVE DATE:

01/09/90

TRADE NAME:

SEQUENCE NUMBER:

0100899

ISSUANCE DATE:

03/19/09

James J. Fusaro

Director
New Jersey Division of Revenue

FORM-BRC

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

(04-08) DD058486V

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 Salt, Inc. (name of business entity) has not made any reportable contributions in the **one-year period preceding _____ (date City Council awards contract) that would be deemed to be violations of Section One of the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128 (attached hereto) and that would bar the award of this contract. I further certify that during the term of the contract Atlantic Salt, 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 Salt, Inc.

Signed Shelagh E. Mahoney Title: President

Print Name Shelagh E. Mahoney Date: October 3, 2016

Subscribed and sworn before me
this 3rd day of Oct, 2016.
My Commission expires:

Karen E. Girard

KAREN E. GIRARD
Notary Public
Commonwealth of Massachusetts
My Commission Expires
March 2, 2018

Donna Capillo
(Affiant)
Donna Capillo, Corporate Secretary
(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.

G:\WPDOCS\IRENE\Pay to Play\Pay-to-Play Certification following Ord. 08-128.wpd

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

Part I – Vendor Affirmation

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

Steven Fulop for Mayor 2017	Hallanan for Council
Lavarro for Councilman	Friends of Richard Boggiano
Friends of Joyce Watterman	Michael Yun
Friends of Daniel Rivera	Osborne for Council
Gajewski for Council	Friends of Councilwoman Diane Coleman

Part II – Ownership Disclosure Certification

[X] 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 [X] Subchapter S Corporation
[ ] Limited Partnership [ ] Limited Liability Corporation [ ] Limited Liability Partnership

Name of Stock or Shareholder	Home Address
Eastern Minerals, Inc.	134 Middle St, Ste 210, Lowell, MA 01852
	(Owns 100% of Atlantic Salt, Inc.)
Eastern Salt Co, Inc.	134 Middle St, Ste 210, Lowell, MA 01852
	(Owns 100% of Eastern Minerals, Inc.)
Shelagh E. Mahoney	250 Westview Rd, Lowell, MA 01851
	(Owns 80% of Eastern Salt Co, Inc.)
The Shelagh E. Mahoney Family	c/o Robert E. McDonnell, Trustee
Irrevocable Trust - 2008	Morgan, Lewis & Bockius, LLP 1 Federal St, Boston, MA 02110
	(Owns 20% of Eastern Salt Co, Inc.)

Part 3 – Signature and Attestation:

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

Name of Business Entity: Atlantic Salt, Inc.
Signed: Shelagh E Mahoney Title: President
Print Name: Shelagh E. Mahoney Date: October 3, 2016

Subscribed and sworn before me this 3rd day of Oct, 2016

My Commission expires: Karen E Girard

Donna Capillo
(Affiant)
Donna Capillo, Corporate Secretary
(Print name & title of affiant) (Corporate Seal)

KAREN E. GIRARD
Notary Public
Commonwealth of Massachusetts
My Commission Expires
March 2, 2018

[illegible]

[illegible]

[illegible]

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:	Atlantic Salt, Inc.		
Address:	134 Middle St, Ste 210		
City:	Lowell	State: MA	Zip: 01852

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.

Shelagh E. Mahoney	Shelagh E. Mahoney	President
Signature	Printed Name	Title

Part II – Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than $300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

☐ Check here if disclosure is provided in electronic form.

Contributor Name	Recipient Name	Date	Dollar Amount
NONE			$

☐ Check here if the information is continued on subsequent page(s)

Continuation Page

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant To N.J.S.A. 19:44A-20.26

Page ___ of _____

Vendor Name:

Contributor Name	Recipient Name	Date	Dollar Amount
			$

COUNTY OF HUDSON

NOTICE TO BIDDERS

Notice is hereby given that sealed bids will be received by the County of Hudson, State of New Jersey at the Freeholder's Chambers, 567 Pavonia Avenue, Jersey City, New Jersey on ***October 27, 2015*** at 10:30 a.m. prevailing time, and at that time and place publicly opened and read the following:

BID NO. 7084 ROCK SALT

Specifications and bid forms are available in the office of the County Purchasing Agent, 567 Pavonia Avenue, Jersey City, New Jersey and online at www.hudsonprocure.org. Bids shall be submitted on the forms provided and shall be in accordance with the specifications contained in the General Conditions and Instructions to Bidders and other bidding documents.

Bids may be submitted by hand delivery or courier service, including, but not limited to, UPS, Federal Express, DHL or U.S. Express Mail. These bids must arrive prior to the scheduled bid opening time. YOU BEAR FULL RESPONSIBILITY FOR THE TIMELY DELIVERY OF YOUR BID AT THE BID OPENING TIME.

Bidders are required to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 and all other requirements set forth in the General Conditions and Instructions to Bidders. Bidders are required to use the statement forms contained in the General Conditions and Instructions to Bidders.

The County of Hudson reserves the right to reject any or all bids, to waive any informalities or to accept a bid which, in its judgment, best serves the interest of the County as provided by law. No bids may be withdrawn for a period of sixty (60) days after the date and time set for the opening of the bids.

By: Maria S. Mercurio
Purchasing Agent
For: Cheryl G. Fuller, Director
Dept. of Finance & Administration

Adv. 10/13/15

COUNTY OF HUDSON
DEPARTMENT OF FINANCE - PURCHASING DIVISION

ATTENTION ALL BIDDERS:

The following is a check list which has been compiled to assist you in successfully completing your bid. Bold faced items are mandatory. Failure to submit these bold faced items with your bid may result in its rejection.

Please check off and initial each item as it is read and/or completed:

Page 9	____	Bid Bond or Deposit (NOT REQUESTED) See N.J.S.A. 40A:11-21
Page 9	____	Consent of Surety (NOT REQUESTED) See N.J.S.A. 40A:11-22
Page 10	____	Performance Bond (NOT REQUESTED)
Page 18	NC	Anticipated Employment List
Page 25	NC	**Bid Proposal Form**
Page 26	NC	Non-Collusion Affidavit Form (This must be notarized)
Page 27 - 28	NC	**Stockholder Disclosure Certification**
Page 29	NC	Vendor's Acknowledgment Form
Page 30 - 31	NC	Vendor's Lobbyist/Consultant Disclosure Statement Form
Page 34	NC	Proof of New Jersey Business Registration Certificate
Page 39	NC	**Acknowledgment of Receipt of Changes to Bid Documents Form (This form must be signed even if there are no changes to Bid Documents)**
Page 41	NC	The Pulaski Skyway Deck Replacement Project form
Page 42 - 43	NC	Disclosure of Investment Activities in Iran
Page 44 - 47	NC	Form W-9 Department of Treasury Internal Revenue Service
Page 51 - 54	NC	**Bid Price Calculation Form**
	____	All other mandatory submissions listed in this document
	____	In addition to the above, the failure to comply with the terms and provisions of the specifications as hereinafter set forth, will be the basis for the rejection of your bid.

Bidder Atlantic Salt, Inc.

By Authorized Representative Signature Donna G. Capillo

Print Name and Title Donna G. Capillo

Date October 22, 2015

General Conditions And Instructions to Bidders

General Information

It is the purpose of these General Conditions and Instructions to establish an understanding of the intent of the County of Hudson to purchase the following:

ROCK SALT

For the contract period:

From: Notice to Proceed Through: One (1) Year or Two (2) Years at the County's Discretion at Time of Award

Bidders shall be responsible to carefully examine the specifications enclosed herewith as well as the conditions of the bid. Failure to comply with any section of this invitation/notice may be deemed just cause for rejection of the bid as being non-responsive; and not meeting specifications.

Bidders may submit written questions by fax to the Hudson County Purchasing Agent, Fax No. 201-369-4361. The Hudson County Purchasing Agent will respond to all questions. All questions about the meaning or intent of this bid and all interpretations and clarifications will be responded to by Addenda, either by mail or fax, to all parties recorded as having received the Bid. Only comments and questions responded to by formal written Addenda will be binding. Oral interpretations, statements, or clarifications are without legal effect.

Plans and specifications may be reviewed and/or acquired at the County Purchasing Agent's office during normal business hours.

Sealed bids will be received at the location and on the date and time stated in the Notice to Bidders, and at that time opened and public read aloud. No Bids will be accepted beyond the time specified. Though bids may be received by hand delivery, U.S. Express Mail, or other courier services, the County takes no responsibility for the loss, non-delivery, late delivery or physical condition of the bids so sent.

I. PREPARATION OF BID PROPOSAL

1. Submission of Bids

A. Bids may be hand delivered

B. Bids may be submitted by delivery or courier service, including, but not limited to, UPS, Federal Express, DHL or U.S. Express Mail. These bids must arrive prior to the scheduled bid opening time. YOU BEAR FULL RESPONSIBILITY FOR THE TIMELY DELIVERY OF YOUR BID AT THE BID OPENING TIME.

C. Such delivery must be made to the Division of Purchasing. A signature by a Division of Purchasing employee is required for all bids utilizing a delivery or courier service. All deliveries accepted in this manner will be documented in a Division of Purchasing log book and a copy of the receipt from the Division of Purchasing will be provided.

D. Bids MAY NOT be delivered by United States Postal Service mail.

Note 1: PLEASE NOTE: ALL EXPRESS MAIL OR DELIVERY OR COURIER SERVICE OF BIDS SHALL BE AT THE SENDER'S OWN RISK. THE COUNTY AND ITS EMPLOYEES TAKE NO RESPONSIBILITY FOR THE LOSS, NON-DELIVERY OR PHYSICAL CONDITION OF BIDS NOT PERSONALLY DELIVERED. LATE OR FAILED DELIVERY WILL PREVENT THE OPENING OF THE BID SUBMITTED. BIDS RECEIVED OR ARRIVING AFTER THE DESIGNATED TIME WILL NOT BE OPENED BUT WILL BE HELD BY THE COUNTY COUNSEL'S OFFICE FOR FORTY FIVE (45) DAYS.

2. Labeling of Bids

A. All bids must be submitted in a sealed envelope or package.

B. Bids are to address to the Division of Purchasing, as follows:

Hudson County Division of Purchasing
567 Pavonia Avenue, 2nd Floor
Administration Annex
Jersey City, NJ 07306
Att: Maria S. Mercurio, Purchasing Agent; and

C. Bearing the name, address and phone number of the bidder on the outside; and

D. Clearly marked **"BID"** with the name of the item or the service being bid and listing the bid or contract number on the label; and

E. If the bid is sent by express mail or by way of delivery or courier service, it must comply with the requirements above and the **"BID"** designation must also appear on the outside of the delivery service or courier company envelope or package.

3. Time of Receipt of Bids

A. All bids must be delivered so that they reach the Division of Purchasing prior to the stated time of the opening of bids.

Note 2: IF YOU UTILIZE A DELIVERY SERVICE THAT DELIVERS PRIOR TO THE OPENING OF THE COUNTY OFFICES, THE COUNTY WILL NOT BE RESPONSIBLE FOR BIDS NOT DELIVERED DURING THE HOURS OF 9:00 A.M. TO 3:00 P.M.

B. Bids sent by delivery or courier service must arrive by the scheduled bid opening. A signature from a Division of Purchasing employee is required for all bids utilizing such services.

C. Pursuant to the Local Public Contracts Law at N.J.S.A. 40A:11-23, bid openings will not be scheduled for any Monday or any day directly following a State or Federal holiday.

D. If a bid is not delivered by courier or delivery service methods prior to the scheduled bid time, the bid must be hand delivered to the proper location that is identified in the bid specifications.

E. The County reserves the right to postpone the opening of bids and will give verbal or written notice by telephone, fax or email of any such postponement to each prospective bidder as required by law at N.J.A.C. 5:34-9.3. In the event of a bid cancellation, bidders will be given similar notice by means of telephone, fax or email.

F. The County reserves the right to reject any and all bid proposals in accordance with law.

4. Notice of Cooperative Purchasing

The County of Hudson acts as lead agency in a cooperative purchasing agreement in cooperation with five (5) of registered members. Under this system, the County of Hudson solicits competitive bids for certain items purchased by registered members. This is a cooperative pricing system as defined and regulated by N.J.A.C. 5:34-7. Interested citizens or vendors may obtain information regarding the manner of operation of this system by contacting Maria S. Mercurio, Purchasing Agent, County of Hudson, 567 Pavonia Avenue, Jersey City, NJ 07306. Telephone (201) 795-6280. System Number 83-HCPS approved by the New Jersey Division of Local Government Services through January 31, 2006.

5. Bid Opening

At the time fixed, bids will be opened and read publicly. All bidders or their authorized representatives are invited to be present.

Hour: 10:30 A.M.

Date: 10/27/15

Place: Freeholder's Chambers
567 Pavonia Avenue, 3rd Floor
Jersey City, NJ 07306

6. Notice on Entity Disclosure

Bidders take notice: Prior to the commencement of any contract, if the contractor is a corporation, a Limited Liability Company (LLC), a Limited Liability Partnership (LLP), or any other business entity, the contractor must provide proof of the formation of the business entity to the County, including, but not limited to the contractor's Certificate of Formation or Articles of Incorporation.

7. Bid Completion

The bidder shall fill in all blank spaces in the bid form using ink or typewriter and sign same in ink. Again this paperwork must be submitted to Hudson County by 10/27/15 at 10:30 a.m. Erasures or other changes in the bid must be explained or noted over the signature of the bidder. Paperwork containing any conditions, omissions, unexplained erasures or alterations, or any item not called for in the proposal, or irregularities of any kind, may be cause for rejections by the County.

8. Partnership

If the firm bidding is a **Partnership,** this proposal shall be signed by at least one (1) partner. If the person signing does not state that he/she is a partner, **this proposal shall be rejected.**

9. Corporation

If the firm bidding is a **Corporation,** this proposal shall be signed by its President or other officer, i.e., Vice President, Treasurer, Comptroller or Secretary. This proposal may be executed by other than the aforesaid corporate officers, if they have been duly authorized to so act on behalf of the corporate officers, pursuant to a resolution of the corporate Board of Directors. In that event, a certified copy of said Resolution or Authorization **must** be attached to this proposal. **If a certified copy of the Resolution is not attached, this proposal shall be rejected.**

10. Limited Liability Company (LLC)

If a firm bidding is a LLC, under the provisions as stated under N.J.S.A. 42:2B-1, New Jersey Limited Liability Company Act, this proposal shall be signed by a Member or a Manager of the LLC, as defined by the Title 42:2B-9. This proposal may be executed by other than the aforesaid Member or Manager, if they have been duly authorized to so act on behalf of the LLC, pursuant to a resolution by the LLC. In the event, a certified copy of said Resolution or Authorization **must** be attached to this proposal. **If a certified copy of the Resolution is not attached, this proposal shall be rejected.**

11. Conditional Bids

Conditional bids will not be accepted.

12. Time to Award Contract

Bids are to remain firm for a period of not less than (60) sixty days. Award or rejection of bids will be made within this period.

13. Award of Bid

Upon review by the County Legal Department, the County will award a contract to the entity submitting the lowest responsible bid for the item(s) as described in this document.

14. Challenge to Bid Specifications

Any challenge to bid specifications must be made, no later than three (3) business days prior to the bid opening. All challenges must be made in writing and received in the office of the Purchasing Agent, 567 Pavonia Ave., Jersey City, NJ, no later than three (3) days prior to bid opening.

15. Withdrawal of Bids

Any bid may be withdrawn on written request received from a bidder prior to the time fixed for the bid opening. No right to withdraw a bid shall exist after the time specified for opening of bids has arrived, or for (60) sixty days thereafter. The written request shall be signed by the bidder.

16. Comparison of Bid Prices

The price will include the cost of insurance, bond and other charges incidental to the work or delivery.

17. Tax Exemption

Prices quoted in all bids shall include delivery (FOB Hudson County) and exclusive of all Federal, State or local taxes from which the County is exempt.

18. Contract Period

The contract shall be for a period of one (1) year or two (2) years at the County's discretion at time of award.

19. Estimates

The quantity of the hours and or items listed in the technical section of this document are estimates. These estimates, to the best of the County's knowledge, are accurate and concise. However, the County makes no representation that these are the exact quantities required during the period of the contract.

20. U.S. Manufactured Products

In accordance with N.J.S.A. 40A: 11-18, only products manufactured or farmed in the United States, wherever available, shall be used in connection with this contract, if applicable.

21. Substitutions

In order to establish standard of quality, the County may have in the detailed specifications, referred to certain products by brand name. This procedure is not to be construed as eliminating from consideration other products of equal or better quality by other manufacturers where fully suitable by design.

All substitution item(s) proposed by a bidder as "approved equal" shall be considered and evaluated by the County, however the burden of proving to the County the equivalency of a product other than the product specified shall be assumed by the bidder. Should the bidder elect to prove such equality and to substitute, the bidder shall document his/her submittal which shall include but is not limited to, submitting on their letterhead, a full and detailed written comparison, listing in detail each and every variation, referring to the paragraph and specification to which the variation will apply; and shall also supply a sample and descriptive data. The Contractor is made aware that a general exception cannot be taken for any paragraph or item. Failure by the Contractor to submit the above information may be grounds for rejection of the bid.

22. Travel Time

The County will not be billed, or pay, for travel time.

23. Proposal Guarantee **(NOT REQUESTED, BUT PLEASE READ)**

Each proposal shall be accompanied by a certified, bank or cashier's check, U.S. Postal Money Order or bid bond in the amount of not less than 10% of the total amount bid in the proposal, but not to exceed $20,000.00. No cash will be accepted. The certified check or cashier's check is offered as evidence of good faith that, if awarded the contract, the bidder shall execute the contract.

If a bid bond is offered as a guarantee, it shall be made by a Surety company qualified and authorized to do business in the State of New Jersey and must be signed by an officer or agent of the surety company. It will be non-conditional. Included with the bid bond must be such documents which indicate that the officer or agent is authorized to execute the bid bond. If a certified check or cashier's check, U.S. Postal Money Order or bid bond is offered as a guarantee, it shall be made payable to the County of Hudson.

This non-request of a proposal guarantee does not waive the county's right to pursue liquidated and/or other damages according to law.

24. Consent of Surety **(NOT REQUESTED, BUT PLEASE READ)**

All bidders shall submit, with their bids, a certificate from an approved surety company, authorized to do business in the State of New Jersey, stating that it will provide the contractor with a performance bond for such sum as required. The successful bidder will be required to furnish a surety corporation bond in the amount of the contract conditioned on the faithful performance thereof. This consent of surety will be non-conditional.

This non-request of a consent of surety does not waive the county's right to pursue liquidated and/or other damages according to law.

25. Return of Bid Guarantee

The bid guarantee of all bidders except the apparent three (3) lowest responsible bidders on the contract will be returned within (10) working days after the opening of bids. The bids of such bidders will be considered as officially withdrawn. Within Three (3) working days after awarding the contract, the bid guarantee of the remaining unsuccessful bidders will be returned.

Upon execution of the contract by the successful bidder, acceptance by the County of the performance bond, and the receipt of the certificate of insurance; the bid guarantee of the lowest bidder will be required.

26. Time for Executing Contract & Liquidated Damages for Failure to Enter Into Contract.

Any bidder whose Proposal is accepted will be required to execute three (3) copies of the contract and furnish satisfactory bonds, and insurance certificates to the County within ten (10) days after notice of acceptance.

The successful bidder, upon failure or refusal to execute and deliver the signed contract, bond and insurance certificates required, within (10) days after receipt of contract shall forfeit the certified check, cashier's check or bid bond to the County as liquidated damages for such failure or refusal.

The damages to the County for breach as above provided will include loss from interference with its program and other items whose accurate amount will be difficult or impossible to compute. The amount of the bid guarantee accompanying the proposal of such bidder shall be retained by the County, not as a penalty, but as liquidated damages for such breach. In the event any bidder whose proposal has been accepted shall fail, refuse to execute the contract as hereinbefore provided, the Board of Chosen Freeholders may, at its option, determine that such bidder has abandoned the contract and thereupon the proposal and the acceptance thereof shall be null and void, and the County shall be entitled to liquidated damages as above provided.

The rights and obligations provided for in this contract shall become effective and binding upon the parties only with its formal execution by the County. Any services delivered prior to said execution of contract shall be at the bidder's risk.

27. Performance Bond **(NOT REQUESTED, BUT PLEASE READ)**

Within ten (10) days after notice of the award, the bidder to whom the contract has been awarded shall furnish and deliver surety bond, conditioned for the faithful performance and completion of the work, and for the payment of all lawful claims and bills against the contractor for all labor, material, tools, and equipment used on or in connection therewith. The bond shall not be returned or canceled until all liability to any and all persons protected by the conditions of said bond shall have been met by the contractor or person primarily liable for the payment thereof, or by the surety on said bond.

The bond required for the faithful performance of the contract, shall be in such sum equal to one third (1/3) of the total amount of the contract, shall be non-conditional and satisfactory to the County Counsel and shall be executed by a Surety Company licensed to do business in the State of New Jersey. In no case shall the contractor begin work prior to approval of said bond by the County.

This non-request of a performance bond does not waive the county's right to pursue liquidated and/or damages, as a result of a breach or other non-performance by the successful bidder.

28. Laws, Ordinances and Regulations

The contractor shall keep fully informed of all federal, state, local laws, ordinances, safety codes, regulations and all orders and decrees of bodies or tribunals having any jurisdiction or authority, which in any manner affect those engaged or employed in the services, or which an any way affect the services. The contractor and all the employees of the contractor shall at all times observe and comply with all such laws, ordinances, safety codes, regulations, orders or decrees.

The contractor must secure all insurance, licenses and pay any inspection in accordance with provisions as set forth in laws, ordinances and resolutions by all governmental agencies affecting the work at the bidder's own expense. The successful bidder shall be solely responsible for any damage resulting from neglect to obey all laws, regulations, rules and ordinances. Ignorance regarding such requirements shall in no way serve to modify the provisions of the contract.

29. Safety Manuals, Instructions, Videos and Technical Specifications

(If Applicable) In addition to any other materials called for in any part of these specifications, the successful bidder shall furnish to the County at the time of delivery, all safety and operating manuals, instructions, instructional videos, and technical specifications relative to the item or items provided. The successful bidder shall continue to be obligated to deliver all modifications, additions, and supplements to any materials delivered including any recall notices issued relative to the item or items provided.

30. On Site Safety and Operating Instruction

(If Applicable) The successful bidder shall provide to personnel selected by the County, operating and safety instructional sessions relative to the proper care and use of the item or items delivered. These instructions shall be conducted by the successful bidder at a location or locations to be selected by the County. The sessions shall be provided by persons who are expert at the care and operation of the item or items delivered.

31. Technical Questions

All technical questions should be faxed to Maria S. Mercurio, Purchasing Agent at 201-369-4361.

II. BID REVIEW CRITERIA

1. Qualifications of Bidder

The County reserves the right to make such investigations as it deems necessary to determine the ability of a bidder to perform the work, and the bidder shall furnish to the County all such information and data for this purpose as the County may request. The County reserves the right to reject any and all such bid if the evidence submitted by or investigation of such bidder fails to satisfy the County that such bidder is properly qualified to carry out the obligations of the contract and complete the work contemplated therein.

2. Successful Bidder

The successful bidder will be the one who submits the lowest responsible bid for the items (s) as described herein. The County reserves the right to reject any and all bids, to award in whole or a part of any bid.

The bid will be awarded, provided that in the judgment of the County Freeholders, it is reasonable and in the interest of the County. The award will be made within (60) sixty days from the opening of the bid(s).

3. Award of Tie Bids

The County reserves the right to award a tie bid to the vendor it determines best meets the needs of the County.

4. Right to Reject Bids

The County reserves the right to reject any and all bids, to award in full or in part, to waive immaterial defects or informalities in any bid, or to accept substitutes of equal or better quality, where it is deemed to be in the best interest of the County to do so. In the case of a tie bid, the County reserves the right to award the bid to the contractor it determines will best meet the needs of the County.

5. Causes for Rejection

Proposals from bidders who are found to be unqualified and proposals not accompanied by all required and properly completed bid documents may be rejected. In addition, causes for rejection of proposals may include, but not limited to, the following:

A. If prices are obviously unbalanced;
B. If received from bidders who have previously performed work in an unsatisfactory manner;
C. If the Purchasing Agent, at his/her sole discretion and as provided by law, deems it advisable to do so in the best interest of the County of Hudson;
D. If conditions, limitations or provisions are attached by a bidder to the bid proposal, if proposals are otherwise irregular or if the enclosed or accompanying documents are not completed and properly executed;
E. If the bidder does not own sufficient or satisfactory equipment to perform the work, or state licensure(s);
F. If the bidder submits false information;
G. If when a bid is extremely inconsistent with the industry's standards, such bid shall be considered irresponsible notwithstanding the fact that it is the lowest bid. The determination as to industry standards shall be made by the Purchasing Agent and shall be kept on file by the Purchasing Agent.
H. When a bidder is deemed not responsible.
I. When a bidder is deemed to have past negative experience with the county.

6. Non-Denoted Items

In some instances there may be items required by the County that are not included in the attached list, but fall under the same commodity code. In such instances, the successful bidder will provide the County, if available, such items at a price equal to acquisition cost (no mark-up). The successful bidder will supply documentation as to the vendor cost of these items.

7. Delivery of Items

The items must be delivered (FOB Hudson County), within a reasonable amount of time after the receipt of a purchase order.

8. Items to Be Ordered "As Needed"

The items are to be ordered on an "as needed" basis, but not to the extent that it exceeds contractual limitations.

9. Availability of Funds

This contract is contingent on the availability of County funds.

10. Notice on Payment:

The County issues checks for payment to vendors on the fifteenth (15th) and the thirtieth (30th) of every month.

11. Successful Bidder's Duty to Monitor Contract

Successful bidder shall not exceed the contract amount authorized by the Board of Chosen Freeholders. The successful bidder must monitor the amount of the orders being made by the County on the contract. When the orders placed by the County total eighty percent (80%) of the authorized contract amount, the successful bidder must notify the County Purchasing Agent in writing of that amount. **The County Purchasing Agent has no authority to pay any amount billed by the successful bidder that exceeds the authorized contract amount.**

III. REQUIRED FORMS

1. Proposal Guarantee (if requested) See N.J.S.A. 40A 11-21.
2. Consent of Surety (if requested) See N.J.S.A. 40A 11-22.
3. Anticipated Employment List
4. Bid Proposal Form
5. Non-Collusion Affidavit Form (This form must be notarized)

Bidders are required to complete the enclosed Non-Collusion Affidavit Form.

6. Stockholder or Partnership Disclosure Statement Form

In accordance with PL. 1977, Chapter 33, all bidders shall submit with the bid a statement setting forth the names and addresses of all stockholders in the corporation, or partners, in the partnership, who own (10) ten percent or more of its stock, of any class, or of all individual partners in the partnership, who own (10) ten percent or greater interest therein, as the case maybe. If the stockholder is itself a corporation, the stockholders holding (10) ten percent or more of that corporation's stock or the individual partners owning (10) ten percent or greater interest in the partnership, as the case may be, shall be listed.

Attached is a form (Partnership Disclosure Statement) which shall be used to comply with this agreement.

7. Vendor's Acknowledgment Form

Bidders are required to submit the enclosed Vendor's Acknowledgment Form.

8. Vendor's Lobbyist/Consultant Disclosure Statement Form
(This form must be notarized)

Bidders are required to submit the enclosed Vendor's Lobbyist/Consultant Disclosure Statement

9. State of New Jersey Business Registration Certificate Requirement

10. Acknowledgment of Receipt of Changes to Bid Documents Form

11. Form W-9 Department of Treasury Internal Revenue Service

12. Forms to be Submitted by the Successful Bidder

The following documents will be required from the successful bidder only, and may be submitted after notification of award:

(a) Performance Bond (if required)
(b) Affirmative Action Documents
(c) Certificate of Insurance
(d) Signed Contracts (will be sent to successful bidder upon notification of award).

13. **INSURANCE REQUIREMENTS FOR VENDORS AND SUPPLIERS**

The following are minimum, basic, coverages and limits which must be furnished if a vendor and/or supplier is to be acceptable to the County. The County reserves the right to make additional requirements based on the contract. The County of Hudson at its own discretion may require additional coverages and limits as it deems necessary for any specific contract. Final approval, including any required changes, must be approved by the Law Department prior to the award of a contract.

The Vendor and/or Supplier may be asked to furnish in addition to a certificate of insurance, a letter signed by a properly authorized representative of its insurer, agent or broker which includes the following language:

TO THE COUNTY OF HUDSON

We have reviewed the insurance requirements in your Contract Documents for (name of project), in response to which the attached Insurance Certificate has been provided. We certify that the insurance evidenced by the attached certificate meets all of these requirements, and should our client be awarded the contract for (name of project), we shall also provide to the County of Hudson, the required endorsements for additional insured, site specific limits of liability, and general aggregate limits, certified as being approved and authorized for issue by the insurance company(s) providing insurance for (name of Vendor and/or Supplier).

A. INSURANCE REQUIREMENTS FOR VENDORS & SUPPLIERS WORKING WITH THE COUNTY OF HUDSON

1. Protection of Persons and Property

Vendor and/or Supplier shall protect all materials and equipment for which he is responsible, which is stored at the project site for incorporation in work, or which as been incorporated into the work. He shall replace all materials and equipment which may be lost, stolen or damaged at his expense, whether or not such materials or equipment have entirely or partially been paid for by the County.

2. Insurance

The Vendor and/or Supplier, prior to commencing work, shall provide at his own cost and expenses, the following insurance to the County of Hudson, with insurance companies licensed in the State of New Jersey that have ratings of an "A" or better (A.M. Best's). Said insurance shall be evidenced by Certificates and/or Policies as determined by the County of Hudson. Each Certificate or Policy shall require that thirty (30) days prior to cancellation or material change in the policies, notice thereof shall be given to the County of Hudson, Law Department by registered mail, return receipt requested, and for all of the following stated insurance policies. All such notices shall name the Vendor and/or Supplier and identify the contract number. Certificates of Insurance, with required endorsements attached, shall be delivered to the Purchasing Agent, County of Hudson, prior to the commencement of the project. All Certificates of Insurance shall state that the County of Hudson be carried as additional insured for this Contract.

3. **Worker's Compensation and Employer's Liability Insurance**

Vendor and/or Supplier shall provide proof of Workers Compensation insurance and be in compliance with the Compensation Laws of the State of New Jersey. In the event any work is sublet, the Vendor and/or Supplier shall require the subcontractor similarly to provide Workers Compensation insurance for all of the latter's employees to be engaged in such work unless such employees are covered by the protection afforded by the Vendor's and/or Supplier's Worker's Compensation.

Employer's Liability: Limit of liability shall be a minimum of $1,000,000, *in accordance with New Jersey Statute.*

4. **General Liability**

The Vendor and/or Supplier shall provide comprehensive General Liability Insurance with minimum limits of $1,000,000 per Occurrence and $2,000,000 per Aggregate for bodily injury and property damage. **A "claims made" policy is not acceptable.** This insurance shall indicate on the Certificate of Insurance the following coverages:

a) Premises
b) Operations
c) Use of Independent Contractors and Subcontractors
d) Products and Completed Operations
e) Broad Form Contractual
f) Broad Form Property Endorsement
g) Fire Legal Liability, $100,000.00

The insurance required under this section shall protect the Vendor and/or Supplier and its Subcontractor(s) respectively, against damage claims which may arise from operations under this contract whether such operations be by the Insured or by anyone directly or indirectly employed by the Vendor and/or Supplier and also against any of the special hazards which may be encountered performance of this contract. When such special hazards are encountered in the performance of this contract. When such special hazards are encountered, the above coverages shall be provided with the elimination of the XCU (Explosion, Collapse, Underground) exclusion from the policy or otherwise submit proof that XCU is covered. The County of Hudson shall be named as an "additional insured."

5. **Automobile Liability**

Automobile liability insurance, with a combined single limit of liability per occurrence of $1,000,000 for bodily injury, property damage. This insurance shall include bodily injury and property damage with the following coverage:

Owned Automobiles
Hired Automobiles
Non-owned Automobiles

6. **Additional Insurance Requirements may be required of the Vendor and/or Supplier providing services to the County.**

All policies and Certificates of Insurance shall be approved by the County of Hudson Law Department prior to the inception of any work and shall contain the following:

- Insurers shall have no right of recovery or subrogation against the County of Hudson, including its Agents and Agencies, it being the intention of the parties that the insurance policies so effected shall protect the parties and be primary coverage for any and all losses covered by the above described insurance.
- The insurance companies issuing the policy or policies shall have no recourse against the County of Hudson including their Agents and Agencies as aforesaid for payment of any premiums or for assessments under any form of policy.

- The Vendor and/or Supplier shall assume all responsibility for loss or damage to the Vendor's and/or Supplier's materials, equipment and machinery involved under the Contract.

- The Vendor and/or Supplier shall assume all responsibility to save the County of Hudson harmless from any loss or damage to all materials, equipment and machinery involved under this Contract.

- All Certificates of Insurance shall state that the County of Hudson is carried as "an additional insured" for the purposes of the contract.

7. **Indemnification**

The Vendor and/or Supplier shall indemnify and hold harmless the County of Hudson, Board of Chosen Freeholders, Insurance Fund Commission, their Employees, Agents and Servants from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees (including attorney's fees) or other expenses or liabilities including the investigation and defense of any claims, arising out of or resulting from the performance of the Vendor's and/or Supplier's work or the completed operations provided that any such claim, damage, loss or expense **(a)** is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of the use resulting therefrom, and **(b)** is caused in whole or in part by any negligent act or omission of the Vendor and/or Supplier, or anyone directly or indirectly employed by them or anyone for whose acts they may be liable (including a claim by an employee of the Vendor and/or Supplier) regardless of whether it is caused in part by a party indemnified hereunder.

In any and all claims against the County of Hudson, the Board of Chosen Freeholders, their Employee, Agents and Servants by any employees of the Vendor and/or Supplier, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Agreement shall not be limited in any by any Vendor and/or Supplier under worker's compensation acts, disability benefit acts or other employee benefit acts.

14. First Source Agreement

The successful bidder, if providing a service or is paid via a federal or state grant, will be required to comply with the County's First Source Agreement (Resolution 305-6-1998). This resolution requires such vendors to sign an agreement which requires them to consider Hudson County residents in their hiring process.

A draft copy of this agreement is attached but only needs to be completed by the successful bidder.

15. Anticipated Employment List

If it's anticipated that your firm will hire new employees when awarded the full amount of this contract, then please fill-out the following list that describes the position(s) to be hired.

	Position	Anticipated Hiring Date
1)		
2)		
3)		

If additional space is needed please use the other side of this page.

This information will be forwarded to the County's Central Applicant Registry.

Please follow the procedure outlined in the attached First Source Agreement when hiring a Hudson County resident at any point during this contract.

16. Truth in Contracting

According to the Truth in Contracting provisions (2C-21-33 and 2C-2-1 et. seq.), vendors who submit false claims and representations are subject to severe penalties. These penalties include mandatory prison terms up to ten (10) years and fines up to $150,000.00.

IV. AWARD OF BID AND PERFORMANCE OF CONTRACT

1. Mandatory Affirmative Action Certificate

Bidders are required to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27.

If awarded a contract, your company/firm will be required to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27-1 et seq. The following information summarizes the full, required regulatory text, which is included as of this bid specification.

Affirmative Action Evidence

All successful bidders (goods and services vendors, professional service vendors and construction contractors) are required to submit evidence of appropriate affirmative action compliance. Specifically, each vendor/contractor shall submit to the Public Agency, prior to execution of Public Agency contract, one of the following documents:

Goods, Professional Services and General Service Vendors

1. Letter of Federal Approval indicating that the vendor is under an existing Federally approved or sanctioned affirmative action program. A copy of the approval letter is to be provided by the vendor to the Public Agency and the Division.

   This approval letter is valid for one year from the date of issuance. Or,

2. A Certificate of Employee Information Report (hereafter "Certificate"), issued in accordance with N.J.A.C. 17:27-1.1. et seq. The vendor must provide a copy of the Certificate to the Public Agency as evidence of its compliance with the regulations. The Certificate represents the review and approval of the vendor's Employee Information Report, Form AA-302 by the Division.

   The period of validity of the Certificate is indicated on its face. Certificates must be renewed prior to their expiration date in order to remain valid. Or,

3. The vendor shall complete an Initial Employee Report, Form AA-302 and submit it to the Division with a copy of the Public Agency. Upon submission and review by the Division, this report shall constitute evidence of compliance with the regulations.

   After notification of award but prior to execution of goods and services and professional services contracts, the Affirmative Action evidence must be submitted.

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

GOOD, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

During the performance of the 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, religion, 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 for the provisions of this non-discrimination clause.

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

The Contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor unions 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 the regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5031 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The Contractor or subcontractor agrees to attempt in good faith to employ minority and female workers consistent with the applicable county employment goals as prescribed by N.J.S.A. 17:27-5.2 or 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 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, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex, 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 laws 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, consistent with the statutes and court decisions of the State of New Jersey, and applicable federal law and applicable Federal court decision.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

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

The Contractor and its subcontractors shall furnish such reports or other documents to the Division of Contract Compliance and 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 N.J.A.C. 17:27.**

2. Requirements Under Right To Know

As required by the Workers' Right-To-Know Act, material safety data sheets must be submitted with signed contract documents, where applicable, concerning hazardous substances.

3. Prevailing Wage Act

(If Applicable) Pursuant to N.J.S.A. 34:11-56.25 et. seq., contractors on projects for public work shall adhere to all requirements of the New Jersey Prevailing Wage Act. The contractor shall be required to submit a certified payroll record to the owner within ten (10) days of the payment of the wages. The contractor is also responsible for obtaining and submitting all subcontractors' certified payroll records within the aforementioned time period. The contractor shall submit said certified payrolls in the form set forth in N.J.A.C. 12:60-6.1©. It is the contractor's responsibility to obtain any additional copies of the certified payroll form to be submitted by contacting the New Jersey Department of Labor and Workforce Development, Division of Workplace Standards. Additional information is available at www.state.nj.us/labor/lsse/lspubcon.html.

4. Payment Documentation

A. Payment will be based on receipt of a complete Purchase Order and substantial and timely compliance with the contract requirements and specifications.

B. A Purchase Order shall:

(1) have Project Report Sheets attached, if applicable.
(2) have a copy of the contract Bid Price Calculation Sheet attached.
(3) have a legible itemized Invoices attached.

5. Additional Payment

The successful bidder shall make no claim for additional payment or other concession because of any misinterpretation or misunderstanding of the contract documents on his/her part or because of any failure to fully acquaint him/herself with any condition or provision of the contract documents.

6. Defective Materials/Work

The materials and/or supplies furnished shall be free of defects of material and workmanship and any such defect that may develop in normal use and service shall be replaced or repaired by the successful bidder without cost to the County.

7. Cancellation of Contract

The County reserves the right to unilaterally cancel this contract upon 30 days notice to the vendor.

8. Temporary Budget

Pursuant to N.J.A.C. 5:30 - 5.5, any contract awarded while the contracting unit is operating under a temporary budget as governed by N.J.S.A. 40A:4-19. The continuation of this contract beyond the time period funded in the temporary budget is subject to the appropriation of sufficient funds for this contract beyond those allotted during the temporary budget. The Contractor acknowledges that the continuation of this contract beyond the time period funded in the temporary budget is subject to the appropriation of sufficient funds, and that the contract may not be appropriately funded and, thereafter, terminated.

9. Attorney's Fees

In the event that either the County or the successful bidder institutes an action for enforcement of any term of this contract, then, in addition to any other relief, the prevailing party shall be entitled to an award of reasonable attorney's fees and costs incurred in prosecution of any action against the non-prevailing party.

10. Choice of Law

This agreement shall be governed and interpreted under the laws of the State of New Jersey. Any lawsuit arising out of this contract shall be venued in the Superior Court of New Jersey, Hudson Vicinage.

11. Americans With Disabilities Act Equal Opportunity For Individuals With Disabilities

The CONTRACTOR and the COUNTY do hereby agree that the provisions of Title II of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. S12101 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 thereunto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the COUNTY 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 COUNTY in any action or administrative proceeding commenced pursuant to this Act. The CONTRACTOR shall indemnify, protect, and save harmless the COUNTY, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages of

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

City Clerk File No. Res. 16.711

Agenda No. 10.S

Approved: OCT 2 6 2016

TITLE:

RESOLUTION AUTHORIZING THE RENEWAL OF A CONTRACT WITH TEMCO BUILDING MAINTENANCE TO PROVIDE JANITORIAL SERVICES FOR THE DEPARTMENT OF PUBLIC WORKS / DIVISION OF BUILDINGS AND STREET MAINTENANCE

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, Resolution No. 15.681, approved on September 24, 2015, awarded a one-year contract in the amount of $999,044.00 to **Temco Building Maintenance** to provide janitorial services for the City of Jersey City (City), Department of Public Works / Division of Buildings and Street Maintenance; and

WHEREAS, the bid specifications provided the City with options to renew the contract for up to two additional one year periods with the renewal contract price being the preceding year's contract price as adjusted according to the Federal Consumer Price Index published by the Bureau of Labor Statistics; and

WHEREAS, 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 **November 1, 2016 and ending on October 31, 2017**; and

WHEREAS, the total cost of the contract renewal is **$1,046,242.26**; and

WHEREAS, due to the City's Living Wage Ordinance and provisions within the bid specifications, there is an increase of $47,198.26 in the cost for health benefits for the contractor's employees according to the SEIU Union, Local 32BJ; and

WHEREAS, funds in the amount of $100,000.00 are available in the Division of Buildings and Street Maintenance **Operating Account No. 16-01-201-26-291-314;** and

WHEREAS, pursuant to N.J.A.C. 5:30-5.5(c) (2), the balance of the contract funds will be encumbered in the 2017 calendar year temporary and permanent budgets.

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 **Temco Building Maintenance** to provide janitorial services for the City of Jersey City (City), Department of Public Works / Division of Buildings and Street Maintenance;

2) The renewal contract is for a one-year period effective as of November 1, 2016, and the total cost of the contract shall not exceed **$1,046,242.26;**

3) Upon certification by an official or employee of the City authorized to attest that the contractor has complied with the specifications in all respects, and the requirements of the contract met, then payment to the contractor shall be made in accordance with the provisions of the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et seq.

(Continued on Page 2)

Continuation of Resolution _____

City Clerk File No. Res. 16.711

Agenda No. 10.S OCT 2 6 2016

TITLE:

RESOLUTION AUTHORIZING THE RENEWAL OF A CONTRACT WITH TEMCO BUILDING MAINTENANCE TO PROVIDE JANITORIAL SERVICES FOR THE DEPARTMENT OF PUBLIC WORKS / DIVISION OF BUILDINGS AND STREET MAINTENANCE

I, Donna Mauer, as Chief Financial Officer, hereby certify that these funds are available for this expenditure in Buildings and Street Maintenance **Operating Account No. 16-01-201-26-291-314** for payment of the above resolution.

Requisition # 0176440

Purchase Order # 122720

November 11, 2016

APPROVED: Walter Kierce, Acting DPW Director 10/11/16 KOK.

APPROVED: Business Administrator

APPROVED AS TO LEGAL FORM R.R. 10-17-16

Corporation Counsel

Certification Required ☒

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 10.26.16											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
HALLANAN	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

RESOLUTION FACT SHEET - CONTRACT AWARD

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

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING THE RENEWAL OF A CONTRACT WITH TEMCO BUILDING MAINTENANCE TO PROVIDE JANITORIAL SERVICES FOR THE DEPARTMENT OF PUBLIC WORKS / DIVISION OF BUILDINGS AND STREET MAINTENANCE.

Project Manager

Department/Division	DPW	Buildings and Street Maintenance
Name/Title	Richard Freda	Custodial Director
Phone/email	201-547-4432 or 201-547-8144	richard@jcnj.org

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

Contract Purpose

- The purpose of this resolution is to provide janitorial services, floor care and blood cleanup citywide.
- For over 20 locations.
- Due to the City's Living Wage Ordinance and provisions within the bid specifications, there is an increase of $47,198.26 in the cost for health benefits for the contractor's employees according to the SEIU Union, Local 32BJ.

Cost (Identify all sources and amounts)

01-201-26-291-314(Buildings Operating Account)
Contract Amount = $1,046,242.26
Temp. Encumbrancy = $100,000.00

Contract term (include all proposed renewals)

Exercising the first option to renew.
11/01/16 to 10/31/17

Type of award Contract Renewal

If "Other Exception", enter type

Additional Information

Original Reso # 15.681

I certify that all the facts presented herein are accurate.

for WK. 10/11/16.

Signature of Department Director **Date**

Signature of Purchasing Director **Date**

BID FORM

The City of Jersey 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. All scope of work referenced in these bid specifications must be included in the below bid amount prices. All labor hours and personnel requirements must be bid exactly as indicated in this Bid Form. Any bids which have altered labor hours, personnel requirements, material or equipment, as indicated in this Bid Form, shall be rejected. Rates shall include healthcare and related benefits (at the amounts required by Chapter 3, Article VI, Section 3-51G of the City Code), training and any other costs, and Vendor must demonstrate such cost breakdown by completion of Appendix D.

TABLE A

LOCATION	NUMBER OF FLOORS	PARKING LOT	SIDE WALK	SQUARE FOOTAGE	REQUIRED PERSONNEL	BID AMOUNT
1. CITY HALL 280 GROVE ST. 98 OFFICES, & 14 BATHROOMS	4	YES	YES	96,790	Mon - Fri 3 FULL-TIME EMPLOYEES HOURS 7AM-3PM	$ 148,788
2. NORTH DISTRICT 284 CENTRAL AVE. 12 OFFICES, 4 BATHROOMS, 1 CLASSROOM, & 1 LOCKER ROOM	4	NO	YES	4946	Mon-Fri 1 FULL-TIME EMPLOYEE HOURS 8AM-12PM (North Dist.)	$ 30,264
3. JOSEPH CONNORS SENIOR CENTER 28 PATERSON ST.	3	NO	YES	9570	SAME EMPLOYEE AS ABOVE 1PM- 4PM	$ 21,468

LOCATION	NUMBER OF FLOORS	PARKING LOT	SIDE WALK	SQUARE FOOTAGE	REQUIRED PERSONNEL	BID AMOUNT
4. SOUTH DISTRICT 191 BERGEN AVE. 6 OFFICES, 4 BATHROOMS, & 1 LOCKER ROOM	2	YES	YES	6536	Mon-Fri 1 FULL TIME EMPLOYEE HOURS 8AM-12PM (SOUTH DIST)	$ 30,468
5. MAUREEN COLLIER MEMORIAL SENIOR CITIZEN 355 BERGEN AVE. 1 OFFICE, 2 BATHROOMS, 1 GAME ROOM, 1 ARTS & CRAFT ROOM, 1 MULTI-PURPOSE ROOM, & 1 KITCHEN	1	YES	YES	9570	SAME EMPLOYEE AS ABOVE 1PM-4PM	$ 21,444
6. EAST DISTRICT 207 7TH STREET 13 OFFICES, 5 BATHROOMS, & 1 LOCKER ROOM	4	NO	YES	11,605	Mon-Fri 1 FULL TIME EMPLOYEE HOURS 8AM- 12PM (EAST DISTRICT)	$ 30,732
7. FIRE HEADQUARTERS 465 MARIN BLVD. 18 OFFICES, 1 CAFETERIA, & 1 CONFERENCE ROOM	2	YES	YES	21,868	SAME EMPLOYEE AS ABOVE 1PM-4PM (FIRE HEADQARTERS)	$ 22,188

LOCATION	NUMBER OF FLOORS	PARKING LOT	SIDE WALK	SQUARE FOOTAGE	REQUIRED PERSONNEL	BID AMOUNT
8. NEW WEST DISTRICT PRECINCT BUILDING SITE LOCATED 76 CLINTON AVE. 9 OFFICES, 11 BATHROOMS, & 13 LOCKERS	3	YES	YES	29,000	Mon - Fri 1 FULL-TIME 7AM-3PM	$ 54,516
9. MUNICIPAL COURT & VIOLATIONS 365 SUMMIT AVE. 38 OFFICES, 13 BATHROOMS, 6 COURTROOMS, 3 STORAGE AREAS, 2 LOCKER ROOMS, 5 HOLDING CELLS WITH COMMODES, 1 ATRIUM, & 1 LUNCH ROOM	3	YES	YES	75,000	Mon - Fri 2 FULL-TIME EMPLOYEES HOURS 7AM-3PM	$ 100,704
10. CAVEN POINT RECREATION FACILITY 1 CHAPEL AVE. 5 OFFICES, & 6 BATHROOMS	2	YES	YES	10,488	Mon - Fri 1 PART-TIME EMPLOYEE HOURS 8AM-12PM	$ 23,436

LOCATION	NUMBER OF FLOORS	PARKING LOT	SIDE WALK	SQUARE FOOTAGE	REQUIRED PERSONNEL	BID AMOUNT
11. 1 JOURNAL SQUARE 15 BATHROOMS	2 (3 & 4)	NO	NO	25,700	Mon- Fri 1 FULL-TIME EMPLOYEES HOURS 8AM-4PM	$ 48,732
12. HUB (Commerce Division) 360 M.L.K. DR. 1 OFFICE, & 1 BATHROOM	1	NO	YES	1200	Mon - Fri 1 FULL-TIME EMPLOYEE HOURS 8AM-10:30AM	$ 18,129
13. PUBLIC SAFETY DIRECTOR 365 1 OFFICE & 1 BATHROOM	1	NO	YES	800	SAME EMPLOYEE AS ABOVE 10:30-11:30AM	$ 6,133
14. JUVENILE BUREAU 130 CATOR AVE. 4 OFFICES, & 3 BATHROOMS	2	NO	YES	2150	SAME EMPLOYEE AS ABOVE 12:30PM-2PM	$ 13,487
15. 100 CORNELISON AVE. 3 TRAILERS, 2 BATHROOMS, & 1 LOCKER ROOM	1	YES	YES	3,000	SAME EMPLOYEE AS ABOVE HOUR 2PM-4PM	$ 14,721

LOCATION	NUMBER OF FLOORS	PARKING LOT	SIDE WALK	SQUARE FOOTAGE	REQUIRED PERSONNEL	BID AMOUNT
16. PUBLIC SAFETY COMMUNICATION CENTER 73-85 BISHOP STREET (LEED CERTIFIED BUILDING) 12 OFFICES, 2 BATHROOMS, 2 LOCKER ROOMS, & 1 CONFERENCE ROOM 2ND FLOOR 15 OFFICES, 2 BATHROOMS, 2 LOCKER ROOMS, & 1 LARGE DISPATCH ROOM	2	YES	YES	25,500	Mon - Fri 1 PART-TIME EMPLOYEE HOURS 7AM-11AM 1 FULL- TIME EMPLOYEE HOURS 12PM-8PM WEEKEND HOURS SAT. & SUN 8AM-10AM	$ 76,740
17. PURCHASING OFFICE 394 CENTRAL AVE. 1 OFFICE 2 BATHROOMS	1	NO	NO	2,600	Mon - Fri 1 PART-TIME (2 HOURS)	$ 13,788
18. HEALTH AND HUMAN SERVICES 199 SUMMIT AVE. 24 OFFICES 22 BATHROOMS	1	YES (NOT ON CAMPUS)	NO	28,000	MON –FRI 2 FULL-TIME 1 EMPLOYEE 7AM-3PM 1 EMPLOYEE 8AM-4PM	$ 98,064

LOCATION	NUMBER OF FLOORS	PARKING LOT	SIDE WALK	SQUARE FOOTAGE	REQUIRED PERSONNEL	BID AMOUNT
19. MUNICIPAL SERVICES COMPLEX (NEW DPW COMPLEX; LEED CERTIFIED BUILDING) 13-15 E. LINDEN AVE. 33 OFFICES, 21 BATHROOMS, & 4 LOCKER ROOMS	3	YES	YES	120,706	Mon - Fri 3 FULL-TIME 1 FULL-TIME 7AM-3PM 2 FULL-TIME 8AM-4PM	$ 149,532
20. LIBERTY STORAGE BUILDING 13-15 E. LINDEN AVE. 3 BATHROOMS	2	NO	YES (entrance)	1st Floor 500 2nd Floor 5,000	Mon - Fri 1 FULL-TIME EMPLOYEE 7AM-3PM	$ 48,816

SITE LISTED BELOW ARE FOR DESIGNATED FLOOR CARE ONLY
STRIP & WAX QUARTERLY
BUFF FLOORS BI-WEEKLY
SHAMPOO CARPETS SEMI-ANNUALLY

LOCATION:	FLOOR CARE: SQUARE FOOTAGE	COST:
21. 140 MARTIN LUTHER KING DR.	26350	$ 5,332
22. PERSHING FIELD	2600	$ 546
23. 715 SUMMIT AVENUE	9520	$ 1,999

A. BID PRICE TABLE A (ITEMS 1-23) $ 979,919

TABLE B

LOCATION	Pay Unit	Example*	Unit Price	Extended Amount (Unit Prices x Example)
24. BLOOD CLEAN-UP AT JCPD DISTRICTS & JCPD VEHICLES SEE *INFECTIOUS DISEASE/BODILY FLUID CLEAN-UP (CERTIFIED)*	Hour	75 Hours	$21.00	$1,575
25. MISCELLANEOUS WHEN NEEDED CLEANING HOURLY/INDOOR & OUTDOOR	Hour	50 Hours	$21.00	$1,050
26. MISCELLANEOUS LOCATIONS WHEN NEEDED FLOOR CARE/STRIP/WAX	Sq. Ft.	50,000	$0.21	$10,500
27. MISCELLANEOUS LOCATIONS WHEN NEEDED SHAMPOO CARPETS	Sq. Ft.	50,000	$0.12	$6,000

*Example is only for purposes of evaluating prices in this bid specification and does not reflect actual quantities, which cannot be determined at this time.

B. BID PRICE TABLE B (EXTENDED AMOUNT ITEMS 24- 27) $ 19,125

BID FORM CONTINUED

GRAND TOTAL BID PRICE: (TABLE A + TABLE B) =

$ 999,044.00

The Bidder agrees to perform and provide all labor, materials, equipment and services required to complete all work as described in the Specifications Total Bid of:

Nine Hundred Ninety-Nine Thousand Forty-Four Dollars and Zero Cents
(Total Bid Amount for Janitorial Services Written Words)

This contract will be awarded to the lowest responsible bidder(s) based upon either the Grand Total Price or unit prices for each item (if awarded to multiple Bidders). The City reserves the right to exercise an option to award to multiple responsive and responsible bidders on a per unit basis if in the best interest of the City.

The contract will be awarded based on the Grand Total Bid Price or based on Unit Prices. Bid prices must be submitted for each individual location. The City reserves the right to award each location separately or in combination as may be in the best interest of the City. In addition, the City reserves the right to delete individual locations after receipt of bids and the City has the right to delete individual locations during the term of the contract.

All bid quotations must be typewritten on in ink. Pencil quotations will automatically render the bid informal.

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 Bidder whether or not it will be renewing the contract 45 days before the expiration date of the contract. If the City exercises its option to renew the contract, the Bidder must accept the contract renewal. Any price change included as part of a renewal 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.:15.681

Agenda No. 10.M

Approved: SEP 24 2015

TITLE:

RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO TEMCO BUILDING MAINTENANCE TO PROVIDE JANITORIAL SERVICES FOR THE DEPARTMENT OF PUBLIC WORKS/DIVISION OF BUILDING AND STREET MAINTENANCE

COUNCIL
OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, the City's Purchasing Director acting within his authority and in conformity with N.J.S.A. 40A:11-1 et seq. has publicly advertised bids for **Janitorial Services** for the **Department of Public Works/Building & Street Maintenance** pursuant to specifications and bids thereof; and

WHEREAS, pursuant to public advertisement the City of Jersey City has received **Ten (10) Bids,** the first and second lowest bidders, Best Cleaning Building Services and Beatty's Services Inc., requested in writing that their bids be withdrawn, therefore the next lowest bidder being that from **Temco Building Maintenance, One Madison Street, Bldg D, East Rutherford, NJ 07073** in the total bid amount of **Nine Hundred Ninety Nine Thousand, Forty Four ($999,044.00) Dollars;** and

WHEREAS, the City's Purchasing Director has certified that he considers said bid to be fair and reasonable; and

WHEREAS, the contract shall be for a period of one (1) year and the City reserves the right to extend the contract for two (2) additional 1 year terms pursuant to specifications and bids thereon; and

WHEREAS, the sum of **Nine Hundred Ninety Nine Thousand, Forty Four ($999,044.00) Dollars** are available in **Operating Acct #01-201-26-291-314;** and

Department of Public Works/Building & Street Maintenance

Acct No.	P.O. #		Amount
01-201-26-291-314	118350	Temp. Encumb	$200,000.00
		Total Contract	$999,044.00

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

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City that the said bid of the aforementioned **Temco Building Maintenance,** 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, that the same has been received and that the requirements of the contract met, then; payment to the contractor shall be made in accordance with the provisions of the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et. seq; and be it further

(Continued on page 2)

Continuation of Resolution _____ Pg. # 2

City Clerk File No. Res.15.681

Agenda No. 10.M SEP 24 2015

TITLE: **RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO TEMCO BUILDING MAINTENANCE TO PROVIDE JANITORIAL SERVICES FOR THE DEPARTMENT OF PUBLIC WORKS/DIVISION OF BUILDING AND STREET MAINTENANCE**

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 be it further

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

I, Donna Mauer, Donna Mauer, Chief Financial Officer, certify that there are sufficient funds available for payment of this above resolution in Account shown below

Department of Public Works/Building & Street Maintenance

Acct No.	P.O. #		Amount
01-201-26-291-314	118350	Temp. Encumb	$200,000.00
		Total Contract	$999,044.00

Approved by Raquel Lozado, PPPS
for Peter Folgado, Director of Purchasing, RPPO, QPA

PF/pc
9/11/15

APPROVED: _____

APPROVED: _____ Business Administrator

APPROVED AS TO LEGAL FORM

_____ Asst. Corporation Counsel

Certification Required ☒

Not Required ☐

APPROVED 7-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 9.24.15

COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	ABSENT			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	ABSENT		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

EEO/AFFIRMATIVE ACTION REQUIREMENTS

Goods, Professional Services and General Service Contracts

Questions in reference to EEO/AA Requirements For Goods, Professional Services and General Service Contracts should be directed to:

Jeana F. Abuan
Spvg. Adm. Analyst, Public Agency Compliance Officer
Department of Administration
Office of Tax Abatement & Compliance
13-15 Linden Avenue East
Jersey City NJ 07305
Tel. #201-547- 4538
E-mail Address: abuanJ@jcnj.org

EXHIBIT A (*Continuation*)

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

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

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

X Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract_compliance

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

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

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

The undersigned vendor further agrees to furnish the required forms of evidence and

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

Representative's Name/Title (Print): James Van Kirk, Contracts' Manager

Representative's Signature:

Name of Company: Temco Building Maintenance, Inc.

Tel. No.: 973-472-7788 **Date:** 9/29/16

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

The contractor and the City of Jersey City, (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") *(42 U.S.C. S121 01* et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

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

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

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

Representative's Name/Title Print): James Van Kirk, Contracts' Manager
Representative's Signature:
Name of Company: Temco Building Maintenance, Inc.
Tel. No.: 973-472-7788 **Date:** 9/29/16

Minority/Woman Business Enterprise (MWBE)
Questionnaire for Bidders

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

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

Business Name: Temco Building Maintenance, Inc.

Address: One Madison Street, Bldg. D

Telephone No. : 973-472-7788

Contact Name: James Van Kirk, Contracts' Manager

Please check applicable category:

_____ Minority Owned Business (MBE)

_____ Minority& Woman Owned Business (MWBE)

_____ Woman Owned business (WBE)

_X_ Neither

Definitions
Minority Business Enterprise

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

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

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

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

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

Woman Business Enterprise

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

DIVISION OF PURCHASING COPY

Minority/Woman Business Enterprise (MWBE)
Questionnaire for Bidders

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

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

Business Name : Temco Building Maintenance, Inc.

Address : One Madison Street, Bldg. D

Telephone No. : 973-472-7788

Contact Name : James Van Kirk, Contracts' Manager

Please check applicable category :

_____ Minority Owned Business (MBE)

_____ Minority& Woman Owned Business(MWBE)

_____ Woman Owned business (WBE)

X Neither

Definitions
Minority Business Enterprise

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

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

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

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

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

Woman Business Enterprise

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

OFFICE OF EQUAL OPPORTUNITY COPY

Certification 40383

CERTIFICATE OF EMPLOYEE INFORMATION REPORT

RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of 15-AUG-2016 to 15-AUG-2019

TEMCO SERVICE INDUSTRIES, INC.
417 5TH AVE. 9TH FLOOR
NEW YORK NY 10016

FORD M. SCUDDER
Acting State Treasurer

STATE OF NEW JERSEY

BUSINESS REGISTRATION CERTIFICATE

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

TAXPAYER NAME:
TEMCO BUILDING MAINTENANCE INC.

TRADE NAME:

ADDRESS:
417 5TH AVE
NEW YORK NY 10016-5802

SEQUENCE NUMBER:
0401318

EFFECTIVE DATE:
01/16/63

ISSUANCE DATE:
12/11/13

Director
New Jersey Division of Revenue

FORM-BRC
194-067- D2056485V

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

CERTIFICATION OF COMPLIANCE WITH THE CITY OF JERSEY CITY CONTRACTOR PAY-TO-PLAY REFORM ORDINANCE 08-128 ADOPTED ON SEPTEMBER 3, 2008

PART I - Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that Temco Building Maintenance, Inc. (name of business entity) has not made any reportable contributions in the **one-year period preceding July 15, 2016 (date City Council awards contract) that would be deemed to be violations of Section One of the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128 (attached hereto) and that would bar the award of this contract. I further certify that during the term of the contract Temco Building Maintenance, Inc. (name of business entity) will not make any reportable contributions in violation of Ordinance 08-128.

PART II - Signature and Attestation:

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

Name of Business Entity: Temco Building Maintenance, Inc.

Signed _____ Title: Contracts' Manager

Print Name James Van Kirk Date: September 29, 2016

Subscribed and sworn before me
this 29th day of Sept., 2016.
My Commission expires: 11/19/17
Kathleen Talierco
KATHLEEN E. TALIERCIO
Notary Public, State of New York
No. 01TA6066686
Qualified in Queens County
Commission Expires November 19, 2017

(Affiant)
James H. Van Kirk Contracts Manager
(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).

Steven Fulop for Mayor 2017	**Hallanan for Council**
Lavarro for Councilman	**Friends of Richard Boggiano**
Friends of Joyce Watterman	**Michael Yun**
Friends of Daniel Rivera	**Osborne for Council**
Gajewski for Council	**Friends of Councilwoman Diane Coleman**

Part II – Ownership Disclosure Certification

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

Check the box that represents the type of business entity:

☐ Partnership ☒ Corporation ☐ Sole Proprietorship ☐ Subchapter S Corporation

☐ Limited Partnership ☐ Limited Liability Corporation ☐ Limited Liability Partnership

Name of Stock or Shareholder	**Home Address**
Temco Service Industries, Inc.*	417 Fifth Avenue, 9th Floor, New York, NY 10016

*Temco Service Industries, Inc., owns 100% of Temco Building Maintenance, Inc.

Part 3 – Signature and Attestation:

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

Name of Business Entity: Temco Building Maintenance, Inc.

Signed: _____ Title: Contracts' Manager

Print Name: James Van Kirk Date: September 29, 2016

Subscribed and sworn before me this 29th day of September, 2016

My Commission expires:

(Affiant)

James Van Kirk, Contracts' Manager

(Print name & title of affiant) (Corporate Seal)

OKTAY AY
Notary Public, State of New York
No. 01AY6315479
Qualified in New York County
Commission Expires 11/ 24/ 2018

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant To N.J.S.A. 19:44A-20.26

This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.

Part I - Vendor Information

Vendor Name: Temco Building Maintenance, Inc.
Address: One Madison Street, Bldg. D
City: East Rutherford State: NJ Zip: 07073

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

Signature	Printed Name	Title
	James Van Kirk	Contracts' Manager

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			

☐ Check here if the information is continued on subsequent page(s)

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

City Clerk File No. Res. 16.712

Agenda No. 10.T

Approved: OCT 2 6 2016

TITLE:

RESOLUTION AUTHORIZING AN EXTENSION OF A CONTRACT WITH NATIONAL TERMINAL INC. FOR THE PURCHASE AND DELIVERY OF DIESEL FUEL UNDER STATE CONTRACT NOT TO EXCEED THREE MONTHS EFFECTIVE OCTOBER 15TH, 2016 FOR DEPARTMENT OF PUBLIC WORKS/ADMINISTRATIVE SERVICES

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, the City of Jersey City ("City") needs to maintain a diesel fuel supply for all City-owned motor vehicles; and

WHEREAS, N.J.S.A. 40A:11-12 of the Local Public Contracts Law authorizes municipalities to use a State Contract and N.J.A.C. 5:34-7.29 requires City Council authorization for contracts exceeding $40,000.00; and

WHEREAS, National Terminal Inc., 175 Orange Street, New Jersey 07103, is in possession of State Contract No. A82768, submitted a proposal in the amount of $1,200,000.00 for one year for diesel fuel; and

WHEREAS, Resolution No. 15.736, approved on Oct. 14, 2015, authorized the award of a contract to National Terminal Inc. for the purchase and delivery of diesel fuel under state contract for Department of Public Works/Administrative Services; and

WHEREAS, the one year term of the contract ends on Oct. 14, 2016; and

WHEREAS, it is necessary to extend the contract for three months while the City prepares bid specifications to award a bid for a new contract; and

WHEREAS,; it is not necessary to encumber additional funds for this contract extension because all of the funds encumbered for the contract were not expended; and

WHEREAS, these funds are available for this expenditure in the account shown below:

Department of Public Works/Administrative Services

Acct. No.	P.O #	State Contract
16-01-201-31-434-208	119868	A82768

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

1. The contract with National Terminal Inc. for diesel fuel is extended for an additional three months.
2. The contract shall be effective as of October 15, 2016 through January 14, 2017.
3. The contract is awarded without public bidding pursuant to N.J.S.A 40A:11-12.

(Continued to page 2)

City Clerk File No. Res. 16.712

Agenda No. 10.T OCT 2 6 2016

TITLE:

RESOLUTION AUTHORIZING AN EXTENSION OF A CONTRACT WITH NATIONAL TERMINAL INC. FOR THE PURCHASE AND DELIVERY OF DIESEL FUEL UNDER STATE CONTRACT NOT TO EXCEED THREE MONTHS EFFECTIVE OCTOBER 15TH, 2016 FOR DEPARTMENT OF PUBLIC WORKS/ADMINISTRATIVE SERVICES

4. Pursuant to N.J.A.C. 5:30-5.5(d), the continuation of the contract after the expenditure of funds encumbered in the 2016 fiscal year budget shall be subject to the availability and appropriation of sufficient funds in the 2016 and 2017 fiscal year budgets.

5. Upon certification by an official or employee of the City authorized to receive the goods 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.

I, Donna Mauer, Donna Mauer, Chief Financial Officer, certify that there are sufficient funds available for payment of this above resolution.

Department of Public Works/Administrative Services

Acct No.	P.O #	State Contract
16-01-201-31-434-208	119868	A82768

APPROVED: _____

APPROVED: _____
Business Administrator

APPROVED AS TO LEGAL FORM

R.R. 10-18-16

_____
Corporation Counsel

Certification Required ☑

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 10.26.16

COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
HALLANAN	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

_____
Rolando R. Lavarro, Jr., President of Council

_____
Robert Byrne, City Clerk

RESOLUTION FACT SHEET - CONTRACT AWARD

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

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING AN EXTENSION OF A CONTRACT TO NATIONAL TERMINAL, INC. FOR THE PURCHASE AND DELIVERYOF DIESEL FUEL UNDER STATE CONTRACT NOT TO EXCEED THREE MONTHS EFFECTIVE OCTOBER 15TH,2016 FOR THE DEPARTMENT OF PUBLIC WORKS / ADMINISTRATIVE SERVICES

Project Manager

Department/Division	Public Works	Administrative Services
Name/Title	Steve Miller	Confidential Assistant
Phone/email	201-547-4904	Steve M@JCNJ.ORG

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

There exists a need for diesel fuel for City vehicles.

Cost (Identify all sources and amounts)

Operating Account 01-201-31-434-208

Total Contract Amount = $150,000.00

Contract term (include all proposed renewals)

This is a State Contract # A 82768.

The term is not to exceed three months from Oct. 15, 2016 – Jan. 14, 2017.

Type of award State Contract

If "Other Exception", enter type

Additional Information

I certify that all the facts presented herein are accurate.

Signature of Department Director **Date** 10/17/16

Signature of Purchasing Director **Date**

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

City Clerk File No. Res. 16.713

Agenda No. 10.U

Approved: OCT 2 6 2016

TITLE:

RESOLUTION AUTHORIZING AN EXTENSION OF A CONTRACT WITH RACHLES/MICHELE'S OIL COMPANY FOR THE PURCHASE AND DELIVERY OF GASOLINE UNDER STATE CONTRACT NOT TO EXCEED THREE MONTHS FOR DEPARTMENT OF PUBLIC WORKS /ADMINISTRATIVE SERVICES

WHEREAS, the City of Jersey City "City" needs to maintain a gasoline supply for all City-owned motor vehicles; and

WHEREAS, N.J.S.A. 40A:11-12 of the Local Public Contracts Law authorizes municipalities to use a State Contract and N.J.A.C. 5:34-7.29 requires City Council authorization for contracts exceeding $40,000.00; and

WHEREAS, Rachles/Michele's Oil Company, 116 Kuller Road, Clifton, New Jersey 07011 is in possession of State Contract No. A80913, submitted a proposal in the amount of $1,600,000.00 for gasoline; and

WHEREAS, Resolution No. 15.737 approved Oct. 14,2015, authorized the award of a contract to Rachles/Michele's Oil Company for the purchase and delivery of gasoline under State Contract for the Department of Public Works/Administrative Services; and

WHEREAS, the one year term of the contract ends on Oct. 14, 2016; and

WHEREAS, it is necessary to extend the contract for three months while the City prepares bid specifications to award a bid for a new contract; and

WHEREAS, it is not necessary to encumber additional funds for this contract extension because the funds encumbered for the contract were not expended; and

WHEREAS, these funds are available for this expenditure in the account shown below:

Department of Public Works/Administrative Services

Acct No.	P.O #	State Contract
01-201-31-434-208	120033	A80913

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

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

1. The contract with Rachles/Michele's Oil Company for gasoline is extended for an additional three months.

2. The contract shall be effective as of October 15, 2016 through January 14, 2017.

3. The contract is awarded without public bidding pursuant to N.J.S.A 40A:11-12.

4. Pursuant to N.J.A.C. 5:30-5.5(d), the continuation of the contract after the expenditure of funds encumbered in the 2016 fiscal year budget shall be subject to the availability and appropriation of sufficient funds in the 2017 fiscal year budget.

(Continued to page 2)

Continuation of Resolution

City Clerk File No. Res. 16.713

Agenda No. 10.U OCT 2 6 2016

TITLE:

RESOLUTION AUTHORIZING AN EXTENSION OF A CONTRACT WITH RACHLES/MICHELE'S OIL COMPANY FOR THE PURCHASE AND DELIVERY OF GASOLINE UNDER STATE CONTRACT NOT TO EXCEED THREE MONTHS FOR DEPARTMENT OF PUBLIC WORKS /ADMINISTRATIVE SERVICES

5. Upon certification by an official or employee of the City authorized to receive the goods 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.

I, Donna Mauer, Donna Mauer, Chief Financial Officer, certify that there are sufficient funds available for payment of this above resolution.

Department of Public Works/Administrative Services

Acct No.	P.O #	State Contract
01-201-31-434-208	120033	A80913

APPROVED:

APPROVED:

Business Administrator

APPROVED AS TO LEGAL FORM

R.R. 10-18-16

Corporation Counsel

Certification Required ☒

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 10.26.16

COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
HALLANAN	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

RESOLUTION FACT SHEET - CONTRACT AWARD

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

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING AN EXTENSION OF A CONTRACT TO RACHLES/MICHELE'S OIL CO. FOR THE PURCHASE AND DELIVERY OF GAS UNDER STATE CONTRACT NOT TO EXCEED THREE MONTHS EFFECTIVE OCTOBER 15TH,2016 FOR THE DEPARTMENT OF PUBLIC WORKS / ADMINISTRATIVE SERVICES

Project Manager

Department/Division	Public Works	Administrative Services
Name/Title	Steve Miller	Confidential Assistant
Phone/email	201-547-4904	Steve M@JCNJ.ORG

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

There exists a need for gas for City vehicles.

Cost (Identify all sources and amounts)

Operating Account 01-201-31-434-208

Total Contract Amount = $300,000.00
Temporary Encumbrancy = $150,000.00

Contract term (include all proposed renewals)

This is a State Contract # A 80913

The term is not to exceed three months from Oct. 15, 2016 – Jan. 14, 2017.

Type of award State Contract

If "Other Exception", enter type

Additional Information

I certify that all the facts presented herein are accurate.

10/17/16

Signature of Department Director **Date**

Signature of Purchasing Director **Date**

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

City Clerk File No. Res.16.714

Agenda No. 10.V

Approved: OCT 2 6 2016

TITLE:

RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO PAPER MART INC. FOR THE PURCHASE AND DELIVERY OF COPIER PAPER AND ENVELOPES UNDER STATE CONTRACT FOR DEPARTMENT OF PUBLIC WORKS/ADMINISTRATIVE SERVICES

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, the City of Jersey City ("City") needs to continuously keep stock of various types of paper for day-to-day printing and mailing; and

WHEREAS, N.J.S.A. 40A:11-12 of the Local Public Contracts Law authorizes municipalities to use a State Contract and N.J.A.C. 5:34-7.29 requires City Council authorization for contracts exceeding $40,000.00; and

WHEREAS, Paper Mart Inc., 151 Ridgedale Avenue, East Hanover, New Jersey 07936 is in possession of State Contract A81663, for the purchase and delivery of paper and interoffice envelopes for a total contract amount of One Hundred Fifty Thousand Dollars ($150,000.00); and

WHEREAS, funds are available for this contract in the **Operating Account**;

Acct #	P.O. #	State Contract	Total Contract	Encumbrance
01-201-31-433-201	122678	A81663	$150,000.00	$20,000.00

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

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

1. A contract is awarded to Paper Mart Inc. for the purchase and delivery of paper and interoffice envelopes.

2. The total contract amount is $150,000.00.

3. The contract is awarded without public bidding pursuant to N.J.S.A 40A:11-12.

4. The term of the contract shall be effective on October 27, 2016 through October 26, 2017.

5. Upon certification by an official or employee of the City authorized to administer the contract, that the services have been provided and the requirements of the contract met, then payment to the contractor shall be made in accordance with the provisions of the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et seq.;

6. Pursuant to N.J.A.C. 5:30-5.5(c), the continuation of the contract after the expenditure of funds encumbered in the 2016 fiscal year budget shall be subject to the availability and appropriation of sufficient funds in the 2017 fiscal year budget.

(Continued to page 2)

Continuation of Resolution _____ Pg. # 2

City Clerk File No. Res. 16.714

Agenda No. 10.V OCT 2 6 2016

TITLE:

RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO PAPER MART INC. FOR THE PURCHASE AND DELIVERY OF COPIER PAPER AND ENVELOPES UNDER STATE CONTRACT FOR DEPARTMENT OF PUBLIC WORKS/ADMINISTRATIVE SERVICES

I, Donna Mauer, Donna Mauer, Chief Financial Officer, certify that there are sufficient funds available for payment of this above resolution.

WHEREAS, funds are available for this contract in the **Operating Account**.

Acct #	P.O. #	State Contract	Total Contract	Encumbrance
01-201-31-433-201	122678	A81663	$150,000.00	$20,000.00

Approved by _____ 10/17/16

Peter Folgado, Director of Purchasing
RPPO, CPA

Date

PF/pv
10/12/16

APPROVED: _____

APPROVED: _____
Business Administrator

APPROVED AS TO LEGAL FORM

R.R. 10-18-16

_____
Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 10.26.16

COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
HALLANAN	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

_____
Rolando R. Lavarro, Jr., President of Council

_____
Robert Byrne, City Clerk

RESOLUTION FACT SHEET - CONTRACT AWARD

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

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO PAPER MART, INC. UNDER STATE CONTRACT FOR THE DEPARTMENT OF PUBLIC WORK / DIVISION OF ADMINISTRATIVE SERVICES

Project Manager

Department/Division	Public Works	Administrative Services
Name/Title	Steve Miller	Confidential Assistant
Phone/email	201-547-4904	Steve M@JCNJ.ORG

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

There exists a need for copier paper and interoffice envelopes for various offices citywide.

Cost (Identify all sources and amounts)

Operating Account 01-201-31-433-201

Total Contract Amount = $150,000.00
Temporary Encumbrancy =$20,000.00

Contract term (include all proposed renewals)

State Contract # A 81663

The term is one year from Oct. 15, 2016 – Oct. 14, 2017

Type of award State Contract

If "Other Exception", enter type

Additional Information

I certify that all the facts presented herein are accurate.

Valerie Bayer for WK. 10/14/16

Signature of Department Director **Date**

10/17/16

Signature of Purchasing Director **Date**

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name:	PAPER MART, INC.
Trade Name:	
Address:	151 RIDGEDALE AVE E HANOVER, NJ 07936-1206
Certificate Number:	0062240
Effective Date:	September 19, 1940
Date of Issuance:	October 12, 2016

For Office Use Only:

20161012162457244

Requisition #
0176452

CITY OF JERSEY CITY

394 CENTRAL AVE.
2ND FLOOR
JERSEY CITY NJ 07307

Requisition

Assigned PO #

Vendor
PAPER MART INC.
151 RIDGEDALE AVENUE
EAST HANOVER NJ 07936

PA424480SB

Dept. Bill To
ADMINISTRATIVE SERVICES
13-15 LINDEN AVENUE EAST
2ND FLOOR
JERSEY CITY NJ 07305

Dept. Ship To
ADMINISTRATIVE SERVICES
13-15 LINDEN AVENUE EAST
2ND FLOOR
JERSEY CITY NJ 07305

Contact Info
Steve
2015474904

Quantity	UOM	Description	Account	Unit Price	Total
1.00	CS	ENCUMBRANCY	01-201-31-433-201	.00	.00

COPIER PAPER AND INTEROFFICE ENVELOPES
FOR VARIOUS OFFICES
INSIDE DELIVERY REQUIRED
NEED NEW STATE CONTRACT RESOLUTION
STATE CONTRACT # A81663
COST ESTIMATE $150,000.00
DOUBLE A PAPER FOR WHITE 20 LB. IN 81/2 X 11,
8 1/2 X 11 3 HOLES; 8 1/2 X 14 AND 11 X 17
PPV'S

PLEASE SEND THE PURCHASE ORDER TO STEVE MILLER
AND DO NOT MAIL

Requisition Total .00

Req. Date: 10/12/2016
Requested By: STEVE
Buyer Id:

Approved By: Steve Miller 10/12/16

This Is Not A Purchase Order

State of New Jersey

CHRIS CHRISTIE
Governor

KIM GUADAGNO
Lt. Governor

DEPARTMENT OF THE TREASURY
DIVISION OF PURCHASE AND PROPERTY
PROCUREMENT BUREAU
PO BOX 230
TRENTON, NJ 08625-0230

FORD M. SCUDDER
Acting State Treasurer
JIGNASA DESAI-MCCLEARY
Director

AMENDMENT #07
T-0018

SOLICITATION 12-X-22388

TO: All Using Agencies and Cooperative Purchasing Participants

DATE: 06/09/2016

FROM: Katherine Popso
Procurement Specialist

SUBJECT: Paper, Fine, Various Agencies

CONTRACT PERIOD: 06/15/2012 -06/14/2015 (Initial Contract Term)
06/15/2015 -06/14/2016 (1st One Year Extension)
06/15/2016 -06/14/2017 (2nd One Year Extension)

Please be advised that the following contracts have been extended for one (1) year, through 06/14/2017.

VENDOR	CONTRACT NUMBER
Paper Mart Inc.	81663
Veritiv Operating Company	81662

All other terms, conditions and pricing of the original contract remain the same.

Please file this Amendment with your Notice of Award for future reference.

State of New Jersey
Department of the Treasury
Division of Purchase and Property

Notice of Award
Term Contract(s)

T-0018
PAPER, FINE, VARIOUS AGENCIES

Vendor Information
By Vendor
RFP Documents
Email to JAWAD KARAMALI

Downloadable NOA Documents
(Please utilize scroll bar on right side of box if necessary to view all documents)

Download All Documents

- At-A-Glance Xpedx Catalog Line 29 Excel Document (2 mb)
- State Contract Manager Adobe PDF (8 kb)
- Method of Operation Adobe PDF (97 kb)
- Amendment #1 - Price Increase Adobe PDF (13 kb)
- Amendment #2 - Price Increase Adobe PDF (32 kb)
- Amendment #3 - Contract Assignment Adobe PDF (18 kb)
- Amendment #4 - Contract Extension #1 to 6/14/2016 Adobe P (34 kb)
- Amendment #5 - Price Adjustment Adobe PDF (35 kb)
- Amendment #6 - Contract Assignment Adobe PDF (17 kb)
- Amendment #7 - Contract Extension #2 to 6/14/2017 Adobe P (18 kb)

The **Download All Documents** hyperlink will place compressed files on your computer. Files may be unzipped and viewed using WinZip. The evaluation version is available for free. Click here to learn more about WinZip or to download the latest version from the WinZip web site.

Forms in this section are stored in Adobe Acrobat (PDF) format. PDF formatted documents appear the same as the original printed forms. To view and print these forms, you must have a PDF viewer which is available free from Adobe. Click here to learn more about Adobe Acrobat or to download the latest version of the Adobe Acrobat viewer from the Adobe Web site.

NOAs By Number NOAs By Title Search NOAs

Index #:	T-0018
Contract #:	VARIOUS
Contract Period:	FROM: 06/15/12 TO: 06/14/17
Applicable To:	ALL STATE AGENCIES
Cooperative Purchasing:	POLITICAL SUBDIVISIONS*
Vendor Name & Address:	SEE VENDOR INFORMATION SECTION
For Procurement Bureau Use:	
Solicitation #:	22388
Bid Open Date:	02/24/12
CID #:	1039968
Commodity Code:	645-21
Set-Aside:	NONE

CONDITIONS AND METHODS OF OPERATION

Multi-Source Contracts: State Agencies and Cooperative Purchasing partners should review each vendor's product/service and prices carefully and place orders in accordance with the terms and conditions of the contract. Note that

A. Delivery: All prices F.O.B. Destination
B. Method of Operation - State Agencies Only:
Issue an agency purchase order to the appropriate contract vendor(s).

***IMPORTANT: POLITICAL SUBDIVISION & OTHER COOPERATIVE PURCHASING PARTICIPANTS**

In accordance with N.J.S.A. 40A:11-11(5), N.J.S.A. 52:25-16.1 et seq. and N.J.A.C. 5:34-1.7, all Cooperative Purchasing Program participants are responsible for ensuring that the Purchase Order issued reflects the correct contract item pricing and that payment is processed accordingly. Note that only these items/services specified in the applicable State contract(s) may be purchased from the contract vendor(s) of record. Cooperative Purchasing participants assume full responsibility for all purchase transactions issued through State contracts, including Purchase Orders, delivery compliance, and payments.

Questions, problems or complaints related to Cooperative Purchasing contact:

Cooperative Purchasing Coordinator
PO Box 230
Trenton, NJ 08625
(609) 984-7047

In the event of an emergency, contact the following in the order listed:		
JAWAD KARAMALI	PROCUREMENT SPECIALIST	609-292-9919
PENI MACMEEKIN	PROCUREMENT SPECIALIST SUPERVISOR	609-292-8677
KEVIN MOORE	ASSISTANT DIRECTOR	609-984-0756
	PUB DATE:	**06/08/16**

VENDOR INFORMATION	
Vendor Name & Address:	PAPER MART INC 151 RIDGEDALE AVE EAST HANOVER, NJ 07936
Contact Person:	HOWARD LEVEY
Contact Phone:	973-884-2505
Order Fax:	973-884-5949
Contract#:	81663
Expiration Date:	06/14/17
Terms:	NONE
Delivery:	2 DAYS ARO
Small Business Enterprise:	YES
Minority Business Enterprise:	NO
Women Business Enterprise:	NO
Cooperative Purchasing *:	YES
*** WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?**	
Vendor Name & Address:	VERITIV OPERATING COMPANY 1000 ABERNATHY RD NE BLDG 400 ATLANTA, GA 30328-5606
Contact Person:	EDMUND (ED) HARRISON
Contact Phone:	410-694-8504
Order Fax:	973-405-2146
Contract#:	81662
Expiration Date:	06/14/17
Terms:	NONE
Delivery:	2 DAYS ARO
Small Business Enterprise:	NO
Minority Business Enterprise:	NO
Women Business Enterprise:	NO
Cooperative Purchasing *:	YES
*** WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?**	

CONTRACT ITEMS/SERVICES BY VENDOR					
Vendor: PAPER MART INC		**Contract Number:** 81663			
LINE#	**DESCRIPTION/MFGR/BRAND**	**EST QUANTITY**	**UNIT**	**% DISCOUNT**	**UNIT PRICE**
00002	COMM CODE: 645-21-083230 [PAPER, FOR OFFICE AND PRINT SHOP USE] ITEM DESCRIPTION: 11 X 17, 20 LB. DP BOND, COLORS RECYCLED BRAND: DOMTAR RECYCLED PCW CONTENT:30% SECONDARY CONTRACTOR	1.000	M	N/A	$15.57000
LINE#	**DESCRIPTION/MFGR/BRAND**	**EST QUANTITY**	**UNIT**	**% DISCOUNT**	**UNIT PRICE**
00004	COMM CODE: 645-64-083231 [PAPER, FOR OFFICE AND PRINT SHOP USE] ITEM DESCRIPTION: 11 X 17, 60 LB. OFFSET, STANDARD COLORS VELLUM OR SMOOTH FINISH, GR. 2, RECYCLED BRAND: DOMTAR VIRGIN STOCK-DOES NOT CONTAIN ANY RECYCLE CONTENT. PRIMARY CONTRACTOR	1.000	M	N/A	$18.33000
LINE#	**DESCRIPTION/MFGR/BRAND**	**EST QUANTITY**	**UNIT**	**% DISCOUNT**	**UNIT PRICE**
00005	COMM CODE: 645-28-083232 [PAPER, FOR OFFICE AND PRINT SHOP USE] ITEM DESCRIPTION: 11 X 17, 67 LB. VELLUM BRISTOL, WHITE RECYCLED BRAND: EXACT PRIMARY CONTRACTOR	1.000	M	N/A	$32.73000
LINE#	**DESCRIPTION/MFGR/BRAND**	**EST QUANTITY**	**UNIT**	**% DISCOUNT**	**UNIT PRICE**
00006	COMM CODE: 645-35-083265 [PAPER, FOR OFFICE AND PRINT SHOP USE] ITEM DESCRIPTION: 8 1/2 X 11, COVER STOCK, 67 LB., COLORS RECYCLED BRAND: DOMTAR PRIMARY CONTRACTOR	1.000	M	N/A	$14.68000
LINE#	**DESCRIPTION/MFGR/BRAND**	**EST QUANTITY**	**UNIT**	**% DISCOUNT**	**UNIT PRICE**
00007	COMM CODE: 645-35-083265 [PAPER, FOR OFFICE AND PRINT SHOP USE] ITEM DESCRIPTION: 11 X 17, COVER STOCK, 67 LB., COLORS RECYCLED BRAND: DOMTAR PRIMARY CONTRACTOR	1.000	M	N/A	$30.80000
LINE#	**DESCRIPTION/MFGR/BRAND**	**EST QUANTITY**	**UNIT**	**% DISCOUNT**	**UNIT PRICE**
00008	COMM CODE: 645-21-083230 [PAPER, FOR OFFICE AND PRINT SHOP USE] ITEM DESCRIPTION:	1.000	M	N/A	$17.40000

	8 1/2 X 11, 24 LB. WHITE, 25% COTTON FIBER, WATERMARKED, RECYCLED, COCKLE FINISH. BRAND: ATLAS SECONDARY CONTRACTOR				
LINE#	**DESCRIPTION/MFGR/BRAND**	**EST QUANTITY**	**UNIT**	**% DISCOUNT**	**UNIT PRICE**
00009	COMM CODE: 645-74-083233 [PAPER, FOR OFFICE AND PRINT SHOP USE] ITEM DESCRIPTION: 8 1/2 X 11, 2 PART PRECOLLATED SETS PRICE PER 1000 SETS BRAND: NEKOOSA PRIMARY CONTRACTOR	1.000	M	N/A	$25.74000
LINE#	**DESCRIPTION/MFGR/BRAND**	**EST QUANTITY**	**UNIT**	**% DISCOUNT**	**UNIT PRICE**
00010	COMM CODE: 645-74-083233 [PAPER, FOR OFFICE AND PRINT SHOP USE] ITEM DESCRIPTION: 8 1/2 X 11, 3 PART PRECOLLATED SETS PRICE PER 1000 SETS BRAND: NEKOOSA PRIMARY CONTRACTOR	1.000	M	N/A	$43.40000
LINE#	**DESCRIPTION/MFGR/BRAND**	**EST QUANTITY**	**UNIT**	**% DISCOUNT**	**UNIT PRICE**
00011	COMM CODE: 645-74-083233 [PAPER, FOR OFFICE AND PRINT SHOP USE] ITEM DESCRIPTION: 8 1/2 X 11, 4 PART PRECOLLATED SETS PRICE PER 1000 SETS BRAND: NEKOOSA PRIMARY CONTRACTOR	1.000	M	N/A	$61.98000
LINE#	**DESCRIPTION/MFGR/BRAND**	**EST QUANTITY**	**UNIT**	**% DISCOUNT**	**UNIT PRICE**
00012	COMM CODE: 645-74-083233 [PAPER, FOR OFFICE AND PRINT SHOP USE] ITEM DESCRIPTION: 11 X 17, 3 PART PRECOLLATED SETS PRICE PER 1000 SETS BRAND: NEKOOSA PRIMARY CONTRACTOR	1.000	M	N/A	$85.42000
LINE#	**DESCRIPTION/MFGR/BRAND**	**EST QUANTITY**	**UNIT**	**% DISCOUNT**	**UNIT PRICE**
00013	COMM CODE: 645-74-083233 [PAPER, FOR OFFICE AND PRINT SHOP USE] ITEM DESCRIPTION: 11 X 17, 4 PART PRECOLLATED SETS PRICE PER 1000 SETS BRAND: NEKOOSA PRIMARY CONTRACTOR	1.000	M	N/A	$123.85000
LINE#	**DESCRIPTION/MFGR/BRAND**	**EST QUANTITY**	**UNIT**	**% DISCOUNT**	**UNIT PRICE**
00020	COMM CODE: 645-33-083235 [PAPER, FOR OFFICE AND PRINT SHOP USE] ITEM DESCRIPTION: 8 1/2 X 11, 20 LB. COPY PAPER,	1.000	PL	N/A	$1421.35000

	COLORS 30% PCW RECYCLED, MIN. 92 BRITENESS PALLET PRICING: 1 - 2 PALLETS 40 CTNS. PER PALLET BRAND: DOMTAR RECYCLED PCW CONTENT:30% PRIMARY CONTRACTOR				
LINE#	**DESCRIPTION/MFGR/BRAND**	**EST QUANTITY**	**UNIT**	**% DISCOUNT**	**UNIT PRICE**
00021	COMM CODE: 645-33-083235 [PAPER, FOR OFFICE AND PRINT SHOP USE] ITEM DESCRIPTION: 8 1/2 X 11, 20 LB. COPY PAPER, COLORS 30% PCW RECYCLED, MIN. 92 BRITENESS PALLET PRICING: 3 - 5 PALLETS 40 CTNS. PER PALLET BRAND: DOMTAR RECYCLED PCW CONTENT:30% PRIMARY CONTRACTOR	1.000	PL	N/A	$1408.86000
LINE#	**DESCRIPTION/MFGR/BRAND**	**EST QUANTITY**	**UNIT**	**% DISCOUNT**	**UNIT PRICE**
00022	COMM CODE: 645-33-083235 [PAPER, FOR OFFICE AND PRINT SHOP USE] ITEM DESCRIPTION: 8 1/2 X 11, 20 LB. COPY PAPER, COLORS 30% PCW RECYCLED, MIN. 92 BRITENESS PALLET PRICING: 6 OR MORE PALLETS 40 CTNS. PER PALLET BRAND: DOMTAR RECYCLED PCW CONTENT:30% PRIMARY CONTRACTOR	1.000	PL	N/A	$1396.37000
LINE#	**DESCRIPTION/MFGR/BRAND**	**EST QUANTITY**	**UNIT**	**% DISCOUNT**	**UNIT PRICE**
00023	COMM CODE: 645-33-083235 [PAPER, FOR OFFICE AND PRINT SHOP USE] ITEM DESCRIPTION: 8 1/2 X 14, 20 LB. COPY PAPER, COLORS 30% PCW RECYCLED, MIN. 92 BRITENESS PALLET PRICING: 1 - 2 PALLETS 30 CTNS. PER PALLET BRAND: DOMTAR RECYCLED PCW CONTENT:30% PRIMARY CONTRACTOR	1.000	PL	N/A	$1435.40000
LINE#	**DESCRIPTION/MFGR/BRAND**	**EST QUANTITY**	**UNIT**	**% DISCOUNT**	**UNIT PRICE**
00024	COMM CODE: 645-33-083235 [PAPER, FOR OFFICE AND PRINT SHOP USE] ITEM DESCRIPTION: 8 1/2 X 14, 20 LB. COPY PAPER, COLORS 30% PCW RECYCLED, MIN. 92 BRITENESS PALLET PRICING: 3 - 5 PALLETS 30 CTNS. PER PALLET BRAND: DOMTAR	1.000	PL	N/A	$1429.06000

	RECYCLED PCW CONTENT:30% PRIMARY CONTRACTOR				
LINE#	**DESCRIPTION/MFGR/BRAND**	**EST QUANTITY**	**UNIT**	**% DISCOUNT**	**UNIT PRICE**
00025	COMM CODE: 645-33-083235 [PAPER, FOR OFFICE AND PRINT SHOP USE] ITEM DESCRIPTION: 8 1/2 X 14, 20 LB. COPY PAPER, COLORS 30% PCW RECYCLED, MIN. 92 BRITENESS PALLET PRICING: 6 OR MORE PALLETS 30 CTNS. PER PALLET BRAND: DOMTAR RECYCLED PCW CONTENT:30% PRIMARY CONTRACTOR	1.000	PL	N/A	$1420.94000
LINE#	**DESCRIPTION/MFGR/BRAND**	**EST QUANTITY**	**UNIT**	**% DISCOUNT**	**UNIT PRICE**
00026	COMM CODE: 645-33-083235 [PAPER, FOR OFFICE AND PRINT SHOP USE] ITEM DESCRIPTION: 11 X 17, 20 LB., COPY PAPER, COLORS 30% PCW RECYCLED, MIN. 92 BRITENESS PALLET PRICING: 1 - 2 PALLETS 40 CTNS. PER PALLET BRAND: DOMTAR RECYCLED PCW CONTENT:30% PRIMARY CONTRACTOR	1.000	PL	N/A	$1504.00000
LINE#	**DESCRIPTION/MFGR/BRAND**	**EST QUANTITY**	**UNIT**	**% DISCOUNT**	**UNIT PRICE**
00027	COMM CODE: 645-33-083235 [PAPER, FOR OFFICE AND PRINT SHOP USE] ITEM DESCRIPTION: 11 X 17, 20 LB., COPY PAPER, COLORS 30% PCW RECYCLED, MIN. 92 BRITENESS PALLET PRICING: 3 - 5 PALLETS 40 CTNS. PER PALLET BRAND: DOMTAR RECYCLED PCW CONTENT:30% PRIMARY CONTRACTOR	1.000	PL	N/A	$1497.00000
LINE#	**DESCRIPTION/MFGR/BRAND**	**EST QUANTITY**	**UNIT**	**% DISCOUNT**	**UNIT PRICE**
00028	COMM CODE: 645-33-083235 [PAPER, FOR OFFICE AND PRINT SHOP USE] ITEM DESCRIPTION: 11 X 17, 20 LB., COPY PAPER, COLORS 30% PCW RECYCLED, MIN. 92 BRITENESS PALLET PRICING: 6 OR MORE PALLETS 40 CTNS. PER PALLET BRAND: DOMTAR RECYCLED PCW CONTENT:30% PRIMARY CONTRACTOR	1.000	PL	N/A	$1490.00000
LINE#	**DESCRIPTION/MFGR/BRAND**	**EST QUANTITY**	**UNIT**	**% DISCOUNT**	**UNIT PRICE**
00029	COMM CODE: 645-90-083236 [PAPER, FOR OFFICE AND PRINT SHOP USE] ITEM DESCRIPTION: PRICE LINE FOR PERCENTAGE (%) DISCOUNT	1.000	LOT	10.00%	N/A

	OFF CATALOG PRICE BOOK SUBMITTED. PER SPECIFICATIONS 3.7 & 3.8 OF THE RFP. BRAND: PAPER MART, INC DATED 2/22/2012				

Vendor: VERITIV OPERATING COMPANY **Contract Number:** 81662

LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00001	COMM CODE: 645-21-083230 [PAPER, FOR OFFICE AND PRINT SHOP USE] ITEM DESCRIPTION: 11 X 17, 20 LB. DP BOND, WHITE RECYCLED BRAND: SPECTRUM RECYCLED STATE RECYCLED PCW CONTENT: 30% PRIMARY CONTRACTOR	1.000	M	N/A	$14.94000
LINE#	**DESCRIPTION/MFGR/BRAND**	**EST QUANTITY**	**UNIT**	**% DISCOUNT**	**UNIT PRICE**
00002	COMM CODE: 645-21-083230 [PAPER, FOR OFFICE AND PRINT SHOP USE] ITEM DESCRIPTION: 11 X 17, 20 LB. DP BOND, COLORS RECYCLED BRAND: FORE RECYCLED PCW CONTENT: 30% PRIMARY CONTRACTOR	1.000	M	N/A	$15.43000
LINE#	**DESCRIPTION/MFGR/BRAND**	**EST QUANTITY**	**UNIT**	**% DISCOUNT**	**UNIT PRICE**
00003	COMM CODE: 645-64-083231 [PAPER, FOR OFFICE AND PRINT SHOP USE] ITEM DESCRIPTION: 11 X 17, 60 LB. OFFSET, WHITE, VELLUM OR SMOOTH FINISH, GR. 2 RECYCLED BRAND: WILLIAMSBURG RECYCLE STATE RECYCLED PCW CONTENT: 30% PRIMARY CONTRACTOR	1.000	M	N/A	$18.92000
LINE#	**DESCRIPTION/MFGR/BRAND**	**EST QUANTITY**	**UNIT**	**% DISCOUNT**	**UNIT PRICE**
00004	COMM CODE: 645-64-083231 [PAPER, FOR OFFICE AND PRINT SHOP USE] ITEM DESCRIPTION: 11 X 17, 60 LB. OFFSET, STANDARD COLORS VELLUM OR SMOOTH FINISH, GR. 2, RECYCLED BRAND: SPRINGHILL RECYCLED PCW CONTENT: 10% SECONDARY CONTRACTOR	1.000	M	N/A	$20.80000
LINE#	**DESCRIPTION/MFGR/BRAND**	**EST QUANTITY**	**UNIT**	**% DISCOUNT**	**UNIT PRICE**
00005	COMM CODE: 645-28-083232 [PAPER, FOR OFFICE AND PRINT SHOP USE] ITEM DESCRIPTION: 11 X 17, 67 LB. VELLUM BRISTOL, WHITE RECYCLED BRAND: SPRINGHILL RECYCLED PCW CONTENT: 10% SECONDARY CONTRACTOR	1.000	M	N/A	$34.43000
LINE#	**DESCRIPTION/MFGR/BRAND**		**UNIT**		**UNIT PRICE**

GOODS & SERVICES - NON BIDS

REQ NO. 176452

PO NO. 122678

DEPT/DIV: PAPER MART

DESC: PAPER & INTEROFFICE ENVELOPES

CONTRACT TYPE: SC

DOCUMENTATION ATTACHED

X	**Requisition**
X	**PO**
X	**Fact Sheet (all resolutions)**
N/A	**Val of Cert $17,5 (Pay to Play contracts)**
N/A	**W9 & New Vendor Forms**
X	**Quote/Prop/Agrmt**
X	**BRC**
N/A	**State Contract/Natl Coop/GSA**
N/A	**PTP ($17,500 and over)**
N/A	**EEO/AA or EIR Cert ($40,000 and over)**
X	**Reso/Ordinance (APPROVED BY LAW)**
N/A	**Approvals (fleet only)**
N/A	**Contract/Agreement signed by the BA**
N/A	**NON-Profit Certification**

NOTES:

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

City Clerk File No. Res. 16.715

Agenda No. 10.W

Approved: OCT 2 6 2016

TITLE:

RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO CASEY GENERAL LLC FOR THE INSTALLATION OF A STORAGE TENT FOR THE DEPARTMENT OF PUBLIC WORKS

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, the Department of Public Works requires the installation of a storage tent; and

WHEREAS, the Purchasing Director within his authority and in conformity with N.J.S.A. 40A:11-6.1(a) informally solicited quotes with the lowest, responsive and responsible being that from Casey General LLC, 8 Cramer Road, Tabernacle, New Jersey 08088 in the total amount of Thirty Eight Thousand Dollars ($38,000.00); and

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

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

WHEREAS, the Director of the Division of Fire has determined and certified in writing that the value of the contract will exceed $17,500.00; and

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

WHEREAS, the contractor has submitted a Chapter 271 Political Contribution Disclosure Certification at least 10 days prior to the award of this contract; and

WHEREAS, the contractor has submitted its Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance 08-128 adopted on September 3, 2008; and

WHEREAS, funds in the amount of $38,000.00 are available in the **Capital Account;**

Account	PO #	Amount
04-215-55-971-990	122776	$38,000.00

(Continue on page 2)

Continuation of Resolution _____ Pg. # 2

City Clerk File No. Res. 16.715

Agenda No. 10.W OCT 2 6 2016

TITLE:

RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO CASEY GENERAL LLC FOR THE INSTALLATION OF A STORAGE TENT FOR THE DEPARTMENT OF PUBLIC WORKS

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

1. A contract in the amount of $38,000.00 for the installation of a storage tent is awarded to Casey General LLC and the Purchasing Director is directed to have such a contract drawn up and executed; and

2. Upon certification by an official or employee of the City authorized to administer the contract that the services have been performed and that the requirements of the contract met, then payment to the contractor shall be made in accordance with the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et seq.; 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 $38,000.00 are available in the **Capital Account**;

Account	PO #	Amount
04-215-55-971-990	122776	$38,000.00

Patrick M Von Jan: 10.19.16

Peter Folgado, Director of Purchasing, QPA, RPPO — Date

PF/pv
10/19/16

APPROVED: _____

APPROVED: _____ Business Administrator

APPROVED AS TO LEGAL FORM

_____ Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 9-0 10.26.16

RECORD OF COUNCIL VOTE ON FINAL PASSAGE

COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
HALLANAN	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

RESOLUTION FACT SHEET - CONTRACT AWARD

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

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO CASEY GENERAL LLC FOR THE INSTALLATION OF A STORAGE TENT FOR THE DEPARTMENT OF PUBLIC WORKS.

Project Manager

Department/Division	DPW	Sanitation
Name/Title	Frank Lamparelli	Sanitation Director
Phone/email	201-547-4400	flamparelli@jcnj.org

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

Contract Purpose

The purpose of this resolution is to:

- To install a storage tent.
- 75x170x28
- Includes Batt insulation, heaters, fans, vents.
- Labor and equipment included for the installation.

Cost (Identify all sources and amounts)

DPW /Capital Account
04-215-55-971-990
Total Contract Amount =$38,000.00

Contract term (include all proposed renewals)

One time purchase.

Type of award Pay to Play award

If "Other Exception", enter type

Additional Information

I certify that all the facts presented herein are accurate.

Alexandra Dugan for WK — 10/19/16
Signature of Department Director — **Date**

Patricia Mizzo for Purchasing Dir — 10.19.16
Signature of Purchasing Director — **Date**

DETERMINATION OF VALUE CERTIFICATION

I, Walter Kierce, of full age, hereby certify the following:

1. I am the Acting Director for the Department of Public Works.

2. There exists a need for the installation of a storage tent.

3. The City informally solicited quotations for such installation.

4. The Department's recommendation is to award a contract to Casey General LLC.

5. The cost of the Contract exceeds $17,500.00.

6. This certification is made pursuant to N.J.S.A. 19:44A-20.5.

7. I certify that the foregoing statements are true. I am aware that if any of the following statements made by me are willfully false, I am subject to legal action to the fullest extent of the law.

10/19/16
Date

Walter Kierce, Acting DPW Director

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name:	CASEY GENERAL LIMITED LIABILITY COMPANY
Trade Name:	
Address:	8 CRAMER RD TABERNACLE, NJ 08088
Certificate Number:	1845928
Effective Date:	January 13, 2014
Date of Issuance:	October 19, 2016

For Office Use Only:

20161019123534921

Requisition #
0176417

CITY OF JERSEY CITY

394 CENTRAL AVE.
2ND FLOOR
JERSEY CITY NJ 07307

Requisition

Assigned PO #

Vendor

Dept. Bill To
PUBLIC WORKS
13-15 LINDEN AVENUE EAST
2ND FLOOR
JERSEY CITY NJ 07305

Dept. Ship To
PUBLIC WORKS
13-15 LINDEN AVENUE EAST
2ND FLOOR
JERSEY CITY NJ 07305

Contact Info
Marty Valenti
2015474702

Quantity	UOM	Description	Account	Unit Price	Total
1.00	EA	STORAGE TENT	04-215-55-971-990	.00	.00

INSTALLATION OF STORAGE TENT

TENT SIZE (75X170X28)

ICLUDES BATT INSULATION, HEATERS, FANS, VENTS, LIGHTS AND TRIM KIT

LABOR AND EQUIPMENT INCLUDED

Requisition Total .00

VMV

Req. Date: 10/11/2016
Requested By: BAIJNAUTHS
Buyer Id:

Approved By: 10/11/16

This Is Not A Purchase Order

EXHIBIT A (*Continuation*)

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

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

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract_compliance

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

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

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

The undersigned vendor further agrees to furnish the required forms of evidence and

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

Representative's Name/Title (Print): Charles Cottrell

Representative's Signature:

Name of Company: Casey General LLC

Tel. No.: 609 458-5244 **Date:** 10-14-16

BUSINESS ENTITY DISCLOSURE CERTIFICATION

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

Part I – Vendor Affirmation

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

Steven Fulop for Mayor 2017	**Hallanan for Council**
Lavarro for Councilman	**Friends of Richard Boggiano**
Friends of Joyce Watterman	**Michael Yun**
Friends of Daniel Rivera	**Osborne for Council**
Gajewski for Council	**Friends of Councilwoman Diane Coleman**

Part II – Ownership Disclosure Certification

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

Check the box that represents the type of business entity:

☐ Partnership ☐ Corporation ☐ Sole Proprietorship ☐ Subchapter S Corporation
☐ Limited Partnership ☒ Limited Liability Corporation ☐ Limited Liability Partnership

Name of Stock or Shareholder	Home Address
Charles Cottrell	8 Cramer Rd Tabernacle, NJ 08088

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: Casey General LLC
Signed: [signature] Title: owner
Print Name: Charles Cottrell Date: 10-14-16

Subscribed and sworn before me this 15th day of October, 2016

My Commission expires: 12/15/2019

[signature]
(Affiant)
Stephanie D'Alessandro, Head Teller
(Print name & title of affiant) (Corporate Seal)

STEPHANIE L. D'ALESSANDRO
Notary Public of New Jersey
My Commission Expires 12/15/2019

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:	Casey General	
Address:	8 Cramer Rd	
City: Tabernacle	State: NJ	Zip: 08088

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

Signature	Printed Name	Title
	Charles Cottrell	owner.

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
			$

☐ Check here if the information is continued on subsequent page(s)

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/12/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER

MGL Insurance Agency, LLC
100 Horizon Center Blvd., Ste 233
Hamilton, NJ 08691

CONTACT NAME: Mark Gilmer
PHONE (A/C, No, Ext): 609-261-0166 FAX (A/C, No): 609-367-5200
E-MAIL ADDRESS: markMGL@outlook.com

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	Western World	
INSURER B:		
INSURER C:	Torus National Ins Co	
INSURER D:	AmGAURD Ins Co	
INSURER E:		
INSURER F:		

INSURED

Casey General, LLC
8 Cramer Rd
Tabernacle, NJ 08088

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ✓ POLICY PRO-JECT LOC			NPP1420974	10/01/2016	10/01/2017	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
C	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $			76570T160ALI	07/07/2016	07/07/2017	EACH OCCURRENCE	$ 10,000,000
							AGGREGATE	$ 10,000,000
								$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N n If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		R2WC734054	09/30/2016	09/30/2017	WC STATU-TORY LIMITS / OTH-ER	
							E.L. EACH ACCIDENT	$ 100,000
							E.L. DISEASE - EA EMPLOYEE	$ 100,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

Jersey City dept of Public Works
13 Linden Ave East
Jersey City, NJ 07305

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Mark Gilmer

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CGI

National Installers
Casey General LLC
8 Cramer Rd
Tabernacle, NJ 08088

Estimate

Jersey City **10/06/16**
13 Linden Ave East
Jersey City, NJ
Attn Martin Valenti

75x170x28 Big Top Structure

Provide Labor and equipment to install one 75x170x28 Big Top Structure on asphalt. Structure will have 2ea 14' wide x 14' high openings for coil doors to be installed by others and 2ea man doors. Price also includes installation of batt insulation, 6 ea heaters, 2ea fans and vents, lights, and a trim kit. Price does not include any electrical connections, or any materials required for accessory installation. Customer is responsible for all permits and ground mark outs prior to our arrival on site.

Price $38,000.00

Terms Net 30

Price is based on non union and/or non prevailing wage labor.

BIGTOP MANUFACTURING

Martin Valenti
Jersey City office of emergency management
715 Summit Ave
Jersey City, NJ 07307
201-547-5681

Proposal for Jersey City department of public works *OMP PRICING*

ITEM	QTY	DESCRIPTION	PRICE
		Below are Open Market Purchases for a 75x170x28 Big Top Fabric building	
Batt Insulation	1	Batt Insulation in the main structure and end walls of each structure. R-19 double faced batt	
Heater Kits	1	1ea. heater kits. Each kit will consist of 6ea. Fan forced unit heaters. 60KW heat at 480V 3 phase power.	
Ventilation Kit	1	1ea. ventilation kits. These kits consist of 2ea. exhaust fans and 2ea. louvered vents per structure.	
Trim Kit	1	Flat bar trim with hardware to trim the skirt back to the base rail	
Lighting Package	1	18ea 400 metal halide lights with reloc plug and play system. Package includes panel box. Big Top will not make electrical connections	
Electrical Additions		Customer will provide any additional panels, breakers, transformers	
Installation		Big Top will install the structure using non-union labor. Labor and equipment provided by Big Top. Any delays such as an unprepared site billed at daily rate. Big Top is not a licensed contractor and does not have a business license for NJ. Big Top will installed the 75x170x28 structure onto an asphalt readymade foundation with the above items listed if purchased through Big Top Manufacturing.	$40,000.00
Total			**$40,000.00**

Payment Terms:
Net 30 days
Installation Lead –Time: 4-6 Weeks from receipt of your Purchase Order

Sincerely,
Dustin McCormick
Sales Representative
1-800-277-8677

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

City Clerk File No. Res. 16.716

Agenda No. 10.X

Approved: OCT 2 6 2016

TITLE:

RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO AAA EMERGENCY SUPPLY FOR THE PURCHASE AND DELIVERY OF FIRE HOSES FOR THE DEPARTMENT OF PUBLIC SAFETY (FIRE DIVISION)

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, the Fire Division needs to replace damaged fire hoses that do not pass the annual hose testing required by the NFPA guidelines; and

WHEREAS, the Purchasing Director within his authority and in conformity with N.J.S.A. 40A:11-6.1(a) informally solicited three quotes and obtained two proposals with the lowest, responsive and responsible being that from AAA Emergency Supply, 635 North Broadway, White Plains, New York10603 in the total amount of Nineteen Thousand, Five Hundred Eighty Dollars ($19,580.00); and

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

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

WHEREAS, the Director of the Division of Fire has determined and certified in writing that the value of the contract will exceed $17,500.00; and

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

WHEREAS, the contractor has submitted a Chapter 271 Political Contribution Disclosure Certification at least 10 days prior to the award of this contract; and

WHEREAS, the contractor has submitted its Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance 08-128 adopted on September 3, 2008; and

WHEREAS, funds in the amount of $19,580.00 are available in the **Operating Account**;

Account	PO #	Amount
01-201-25-265-413	122554	$19,580.00

(Continue on page 2)

Continuation of Resolution _____ Pg. # 2

City Clerk File No. Res. 16.716

Agenda No. 10.X OCT 2 6 2016

TITLE:

RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO AAA EMERGENCY SUPPLY FOR THE PURCHASE AND DELIVERY OF FIRE HOSES FOR THE DEPARTMENT OF PUBLIC SAFETY (FIRE DIVISION)

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

1. A contract in the amount of $19,580.00 for the purchase and delivery of fire hoses is awarded to AAA Emergency Supply and the Purchasing Director is directed to have such a contract drawn up and executed; and

2. Upon certification by an official or employee of the City authorized to administer the contract that the services have been performed and that the requirements of the contract met, then payment to the contractor shall be made in accordance with the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et seq.; 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 $19,580.00 are available in the **Operating Account**;

Account	PO #	Amount
01-201-25-265-413	122554	$19,580.00

Peter Folgado, Director of Purchasing, QPA, RPPO

Date

PF/pv
10/13/16

APPROVED: _____

APPROVED: _____
Business Administrator

APPROVED AS TO LEGAL FORM

R.R 10-18-16

Corporation Counsel

Certification Required ☒

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 10.26.16											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
HALLANAN	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

RESOLUTION FACT SHEET - CONTRACT AWARD

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

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO AAA EMERGENCY SUPPLY FOR THE PURCHASE AND DELIVERY OF FIRE HOSES FOR THE DEPARTMENT OF PUBLIC SAFETY (FIRE DIVISION)

Project Manager

Department/Division	Public Safety	Fire and Emergency Services
Name/Title	Jerome Cala	Deputy Director
Phone/email	201-547-4239	jcala@njjcps.org

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

Contract Purpose

To replace damaged or compromised fire hoses that do not pass the annual hose testing required by NFPA guidelines.

Cost (Identify all sources and amounts)

16 01 201 25 265 413
Operating Account

Contract term (include all proposed renewals)

One year

Type of award Pay to Play

If "Other Exception", enter type

Additional Information

I certify that all the facts presented herein are accurate.

Jerome Cala
Signature of Department Director

10/12/16
Date

Signature of Purchasing Director

10/12/16
Date

DETERMINATION OF VALUE CERTIFICATION

I, Jerome Cala, hereby certify the following:

1. I am the Assistant Director of the Department of Public Safety/Division of Fire.
2. The City is required to purchase and replace damaged fire hoses according to NFPA guidelines.
3. The administration's recommendation is to award a contract to AAA Emergency Supply.
4. The cost of the Contract exceeds $17,500.00.
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 following statements made by me are willfully false, I am subject to legal action to the fullest extent of the law.

10/12/16
Date

Jerome Cala
Jerome Cala
Assistant Director Department of Public Safety

QUOTATION ANALYSIS SHEET

DATE	9/30/2016	VENDOR NAME		A.A.A		KFH			
REQ. NO.	R0176168			EMERGENCY		INDUSTRIES			
DIV/DEPT	FIRE								
ITEM #	VARIOUS KEY BRAND FIRE HOSE	QTY	UNIT	UNIT COST	EXT AMT	UNIT COST	EXT AMT	UNIT COST	EXT AMT
1			EA		$0.00		$0.00		$0.00
2	KEY DP50-60H-100S 5" X100	15	EA	$542.00	$8,130.00	$650.00	$9,750.00		$0.00
3	KEY DP17-800-50 1 3/4" X50'	50	EA	$97.00	$4,850.00	$116.50	$5,825.00		$0.00
4	KEYDP30-800H-25 3"X25'	20	EA	$129.00	$2,580.00	$155.00	$3,100.00		$0.00
5	KEYDP25-800-50 2-1/2"X50'	30	EA	$134.00	$4,020.00	$160.00	$4,800.00		$0.00
6			EA		$0.00		$0.00		$0.00
7			EA		$0.00		$0.00		$0.00
8			EA		$0.00		$0.00		$0.00
9			EA		$0.00		$0.00		$0.00
10			EA		$0.00		$0.00		$0.00
11			EA		$0.00		$0.00		$0.00
12			EA		$0.00		$0.00		$0.00
13			EA		$0.00		$0.00		$0.00
14			EA		$0.00		$0.00		$0.00
15			EA		$0.00		$0.00		$0.00
16			EA		$0.00		$0.00		$0.00
17			EA		$0.00		$0.00		$0.00
18			EA		$0.00		$0.00		$0.00
		SUB-TOTAL			$19,580.00		$23,475.00		$0.00
	SHIPPING/HANDLING				$0.00		$0.00		$0.00
		TOTAL			$19,580.00		$23,475.00		$0.00

BUYER'S NOTES:

GOODS & SERVICES - NON BIDS

REQ NO. 176168

PO NO. 122554

DEPT/DIV: AAA EMERGENCY

DESC: HOSES

CONTRACT TYPE: PTP

DOCUMENTATION ATTACHED

X	**Requisition**
X	**PO**
X	**Fact Sheet (all resolutions)**
X	**Val of Cert $17,5 (Pay to Play contracts)**
N/A	**W9 & New Vendor Forms**
X	**Quote/Prop/Agrmt**
X	**BRC**
N/A	**State Contract/Natl Coop/GSA**
X	**PTP ($17,500 and over)**
X	**EEO/AA or EIR Cert ($40,000 and over)**
	Reso/Ordinance (APPROVED BY LAW)
N/A	**Approvals (fleet only)**
N/A	**Contract/Agreement signed by the BA**
N/A	**NON-Profit Certification**

NOTES:

Revenue NJBGS

New Jersey Division of Revenue

On-Line Business Registration Certificate Service

CERTIFICATE NUMBER 1084658 FOR AAA EMERGENCY SUPPLY CO., INC. IS VALID.

AAA Emergency Supply

635 North Broadway
White Plains, NY 10603
Phone (201) 387-6535 Fax (201) 387-8223

Quote No. 09211602

QUOTATION

Customer

Dept	Jersey City Fire Department
Attn	Captian Mark Ciaston
City	Jersey City, State NJ ZIP
Tel	201-238-6047 Email jrzymark@aol.com

Date	September 21, 2016
Quote	Key 5" Orange
Rep	Ken Kiel
FOB	Jersey City, NJ

Qty	Description	Unit Price	TOTAL
15	Key DP50-600H-100S 5" X 100' Double-Jacketed LDH Supply Hose with 5" Storz Couplings - Hose Color: ORANGE	$542.00	$8,130.00
		SubTotal	$8,130.00
		Shipping & Handling	$0.00
		Taxes EXEMPT	$0.00
		TOTAL	$8,130.00

Payment Details

- ○ Cash
- ◉ Purchase Order
- ○ Credit Card

Name _____
CC # _____
Expires _____

Office Use Only

QUOTATION VALID FOR 90 DAYS

FIRE EQUIPMENT SPECIALISTS

AAA Emergency Supply

635 North Broadway
White Plains, NY 10603
Phone (201) 387-6535 Fax (201) 387-8223

Quote No. 09211603

QUOTATION

Customer

Dept	Jersey City Fire Department
Attn	Captian Mark Ciaston
City	Jersey City, State NJ ZIP
Tel	201-238-6047 Email irzymark@aol.com

Date	September 21, 2016
Quote	Key 1-3/4" Hose
Rep	Ken Kiel
FOB	Jersey City, NJ

Qty	Description	Unit Price	TOTAL
50	Key DP-17-800-50 1-3/4" x 50' Big-10 Double-Jacketed Attack Hose (white) with 1-1/2" NH Couplings.	$97.00	$4,850.00
		SubTotal	$4,850.00
		Shipping & Handling	$0.00
		Taxes EXEMPT	$0.00
		TOTAL	$4,850.00

Payment Details

- ○ Cash
- ◉ Purchase Order
- ○ Credit Card

Name _____
CC # _____
Expires _____

Office Use Only

QUOTATION VALID FOR 90 DAYS

FIRE EQUIPMENT SPECIALISTS

AAA Emergency Supply

635 North Broadway
White Plains, NY 10603
Phone (201) 387-6535 Fax (201) 387-8223

Quote No. 09211604

QUOTATION

Customer

Dept	Jersey City Fire Department
Attn	Captian Mark Ciaston
City	Jersey City, State NJ ZIP
Tel	201-238-6047 Email jrzymark@aol.com

Date	September 21, 2016
Quote	Key 3 & 2.5 Hose
Rep	Ken Kiel
FOB	Jersey City, NJ

Qty	Description	Unit Price	TOTAL
20	Key DP30-800H-25 3" x 25' Big-10 Double-Jacketed Supply Hose (white) with 2-1/2" NY Corp 3.00x8 Couplings.	$129.00	$2,580.00
30	Key DP-25-800-50 2-1/2" x 50' Big-10 Double-Jacketed Attack Hose (white) with 2-1/2" NY Corp 3.00x8 Couplings.	$134.00	$4,020.00
	All hose to be Stenciled with date of manufacture and JCFD		
		SubTotal	$6,600.00
		Shipping & Handling	$0.00
		Taxes EXEMPT	$0.00
		TOTAL	$6,600.00

Payment Details

- O Cash
- ◉ Purchase Order
- O Credit Card

Name _____
CC # _____
Expires _____

Office Use Only

QUOTATION VALID FOR 90 DAYS

FIRE EQUIPMENT SPECIALISTS

Louis Strikowsky

From: Douglas Bonney [dbonney@keyhose.com]
Sent: Monday, September 26, 2016 6:06 PM
To: Louis Strikowsky
Subject: Key Hose quote
Attachments: JerseyCity-092616.pdf; bigten.pdf

Mr. Strikowsky,

Thank you for your interest in Key Hose products and the opportunity to quote. I would also like to mention that AAA Emergency is the authorized distributor in your area. Please find a factory direct quote attached, along with specifications of the hose quoted.

Thank you!

Doug Bonney

KEY HOSE
"The Hose Company"

Key Hose Corporation
2926 Columbia Highway I Dothan, Alabama 36303
tel 334.671.5907 I toll free 800.447.5666
mobile: 334.796.1493 I fax 800.447.5664
website I map

This email has been scanned by the Symantec Email Security.cloud service.
For more information please visit http://www.symanteccloud.com

KEY HOSE
"The Hose Company"

QUOTE 092816B

KFH Industries

2926 Columbia Highway
Dothan, AL 36303
P: 800.447.5666 F: 800-447.5664
sales@keyhose.com

INVOICE NO. office use
DATE September 28, 2016
CUSTOMER ID
EXPIRATION DATE December 28, 2016

TO Jersey City Fire Department
Captain Mark Ciaston
Jersey City, NJ

LEAD TIME	JOB	Freight Terms	Due Date	Auth
4-6 weeks ARO	5" hose	$100 max		

Quan.	Part Number	Description	Unit Price	Extended
15	DP50-6000-100-STZ	5" x 100' Eco-10 DJ, orange, cpld 5" STZ	$ 650.00	$ 9,750.00
		includes stencil per NFPA and JCFD		
			SUBTOTAL	$ 9,750.00
			SALES TAX	
			TOTAL	$ 9,750.00

Quotation prepared by: Doug Bonney
dbonney@keyhose.com

THANK YOU FOR YOUR BUSINESS!

KEY HOSE
"The Hose Company"

QUOTE 092816

KFH Industries

2926 Columbia Highway
Dothan, AL 36303
P: 800.447.5666 F: 800-447.5664
sales@keyhose.com

INVOICE NO. office use
DATE September 28, 2016
CUSTOMER ID
EXPIRATION DATE December 28, 2016

TO Jersey City Fire Department
Captain Mark Ciaston
Jersey City, NJ

LEAD TIME	JOB	Freight Terms	Due Date	Auth
4-6 weeks ARO	1 3/4" hose	$100 max		

Quan.	Part Number	Description	Unit Price	Extended
50	DP17-800-50-ARN	1.75" x 50' Big-10 DJ, white, cpld 1.5" NH	$ 116.50	$ 5,825.00
		includes stencil per NFPA and JCFD		
			SUBTOTAL	$ 5,825.00
			SALES TAX	
			TOTAL	$ 5,825.00

Quotation prepared by: Doug Bonney
dbonney@keyhose.com

THANK YOU FOR YOUR BUSINESS!

KEY HOSE
"The Hose Company"

QUOTE 092616

KFH Industries

2926 Columbia Highway
Dothan, AL 36303
P: 800.447.5666 F: 800-447.5664
sales@keyhose.com

INVOICE NO. office use
DATE September 26, 2016
CUSTOMER ID
EXPIRATION DATE December 26, 2016

TO Jersey City Fire Department
Captain Mark Ciaston
Jersey City, NJ

LEAD TIME	JOB	Freight Terms	Due Date	Auth
4-6 weeks ARO	2.5" & 3" Hose	$100 max		

Quan.	Part Number	Description	Unit Price	Extended
20	DP30-800-25-ARS	3" x 25' Big-10 DJ, white, cpld 2.5" NYC	$ 155.00	$ 3,100.00
30	DP25-800-50-ARS	2.5" x 50' Big-10 DJ, white, cpld 2.5" NYC	$ 160.00	4,800.00
		includes stencil per NFPA and JCFD		
			SUBTOTAL	$ 7,900.00
			SALES TAX	
			TOTAL	$ 7,900.00

Quotation prepared by: Doug Bonney
dbonney@keyhose.com

THANK YOU FOR YOUR BUSINESS!

F. D. FORM 2087Rev AUG99

JERSEY CITY FI RE DEPARTMENT
AND
EMERGENCY SERVICES36

R E Q U I S I T I O N

FROM:
Hose Shop

Sir: Darren E. Rivers
Chief of Department

Date: September 20 2016

The following supplies /materials are herein requisitioned for the use of this unit.

QUANTITY	ARTICLE	FOR OFFICE USE
15 Lengths	**Key DP50-600H-100S 5" X 100' Double-Jacketed LDH Supply Hose with 5" Stortz Couplings Hose Color Orange Stencil JCFD**	
	Vendor: AAA Emergency Supply Co.	
	201 387-6535 (Attn K. Kiel)	

Approved as essential:

Respectfully,

Captain's Signature

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 AAA Emergency Supply Co. Inc (name of business entity) has not made any reportable contributions in the **one-year period preceding October 2016 (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 AAA Emergency Supply Co. 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: AAA Emergency Supply Co. Inc

Signed: [signature] Title: Manager

Print Name: Matthew Dugan Date: 10/6/16

Subscribed and sworn before me this 6 day of Oct, 2016.
My Commission expires: 3/8/19

[signature]
(Affiant)

Matthew Dugan, Manager
(Print name & title of affiant) (Corporate Seal)

[signature]
STEPHEN A. ROSSI
NOTARY PUBLIC, STATE OF NEW YORK
REGISTRATION NUMBER: 01RO6020660
QUALIFIED IN WESTCHESTER COUNTY
COMMISSION EXPIRES MARCH 8, 2019

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

BUSINESS ENTITY DISCLOSURE CERTIFICATION

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

Part I – Vendor Affirmation

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

Steven Fulop for Mayor 2017	**Hallanan for Council**
Lavarro for Councilman	**Friends of Richard Boggiano**
Friends of Joyce Watterman	**Michael Yun**
Friends of Daniel Rivera	**Osborne for Council**
Gajewski for Council	**Friends of Councilwoman Diane Coleman**

Part II – Ownership Disclosure Certification

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

Check the box that represents the type of business entity:

☐ Partnership ☐ Corporation ☐ Sole Proprietorship ☒ Subchapter S Corporation
☐ Limited Partnership ☐ Limited Liability Corporation ☐ Limited Liability Partnership

Name of Stock or Shareholder	Home Address
Matthew Manfredi	33 Rock Cliff Place
	North White Plains, NY 10603

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: AAA Emergency Supply Co. Inc
Signed: [signature] Title: President
Print Name: Matthew Dugan Date: 10/6/16

Subscribed and sworn before me this 6 day of October, 2016

My Commission expires: 3/8/19

[signature] (Affiant)
Matthew Dugan President
(Print name & title of affiant) (Corporate Seal)

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:	AAA Emergency Supply Co. Inc		
Address:	635 North Broadway		
City: White Plains	State: NY	Zip: 10603	

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

Signature	Printed Name	Title
[signature]	Mathew Dixon	Manager

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		

☐ Check here if the information is continued on subsequent page(s)

EXHIBIT A (*Continuation*)

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

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

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract_compliance

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

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

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

The undersigned vendor further agrees to furnish the required forms of evidence and

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

Representative's Name/Title (Print): [illegible] Manager

Representative's Signature: [illegible]

Name of Company: AAA Emergency Supply Co. Inc

Tel. No.: 914-949-0512 **Date:** 10/6/16

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: AAA Emergency Supply Co Inc

Address: 635 North Broadway, White Plains NY 10603

Telephone No.: 914-949-0512

Contact Name: [illegible]

Please check applicable category:

_____ Minority Owned Business (MBE)

_____ Minority& Woman Owned Business (MWBE)

_____ Woman Owned business (WBE)

✓ Neither

Definitions
Minority Business Enterprise

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

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

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

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

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

Woman Business Enterprise

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

DIVISION OF PURCHASING COPY

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

The contractor and the [illegible] of AAA Emergency Supply (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. S121 01* et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of 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): [illegible]
Representative's Signature: [illegible]
Name of Company: AAA Emergency Supply Co Inc
Tel. No.: 914-949-0512 **Date:** 10/6/16

STATE OF NEW JERSEY

BUSINESS REGISTRATION CERTIFICATE

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

TAXPAYER NAME:
AAA EMERGENCY SUPPLY CO., INC.

TRADE NAME:

TAXPAYER IDENTIFICATION#:

SEQUENCE NUMBER:
1084658

ADDRESS:
635 NORTH BROADWAY
WHITE PLAINS, NY 10603-2408

ISSUANCE DATE:
09/08/04

EFFECTIVE DATE:
07/16/99

Acting Director

FORM-BRC(08-01)

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

Certification 7018

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-MAR-2016 to 15-MAR-2023

AAA EMERGENCY SUPPLY CO., INC.
635 NORTH BROADWAY
WHITE PLAINS NY 10603

FORD M. SCUDDER
Acting State Treasurer

Certificate Number
658059

Registration Date: 07/03/2015
Expiration Date: 07/02/2017

State of New Jersey

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

Public Works Contractor Registration Act

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

AAA Emergency Supply Co. Inc.

2015

Responsible Representative(s):
Matthew Manfredi, Owner

Harold J. Wirths

Harold J. Wirths, Commissioner
Department of Labor and Workforce Development

NON TRANSFERABLE

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

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

City Clerk File No. Res. 16.717

Agenda No. 10.Y

Approved: OCT 2 6 2016

TITLE:

RESOLUTION AUTHORIZING AN AWARD OF A CONTRACT TO TURN-OUT FIRE & SAFETY, INC. FOR THE PURCHASE AND DELIVERY OF PROTECTIVE GEAR AND EQUIPMENT UNDER STATE CONTRACT FOR THE DEPARTMENT OF PUBLIC SAFETY (FIRE DIVISION)

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, as mandated by OSAH, protective gear and equipment is needed for all firefighting personnel; and

WHEREAS, N.J.S.A. 40A:11-12 of the Local Public Contracts Law authorizes municipalities to use a State Contract and N.J.A.C. 5:34-7.29 requires City Council authorization for contracts exceeding $40,000.00; and

WHEREAS, WHEREAS, Turn-Out Fire & Safety, Inc., 3468 JFK Boulevard, Jersey City, New Jersey 07307 is an authorized dealer and distributor of Lion Apparel who is in possession of State Contract A80947 and Morning Pride who is in possession of State Contract A80948, for the purchase and delivery of protective gear and equipment for a total contract amount not to exceed Three Hundred Fifty Thousand Dollars ($350,000.00); and

WHEREAS, funds are available for this contract in the **Trust Fund Account**;

Acct #	P.O. #	State Contract	Total Contract	Encumbrance
17-289-56-000-002	122718	A80947 and A80948	$350,000.00	$100,000.00

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

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

1. A contract is awarded to Turn-Out Fire & Safety, Inc. for the purchase and delivery of protective gear and equipment.

2. The total contract amount shall not exceed $350,000.00.

3. The contract is awarded without public bidding pursuant to N.J.S.A 40A:11-12.

4. The term of the contract shall be effective November 1, 2016 through May 31, 2017.

5. Upon certification by an official or employee of the City authorized to administer the contract, that the services have been provided and the requirements of the contract met, then payment to the contractor shall be made in accordance with the provisions of the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et seq.

6. Pursuant to N.J.A.C. 5:30-5.5(c), the continuation of the contract after the expenditure of funds encumbered in the 2016 fiscal year budget shall be subject to the availability and appropriation of sufficient funds in the 2017 fiscal year budget.

(Continued to page 2)

Continuation of Resolution _____ Pg. # 2

City Clerk File No. Res.. 16.717

Agenda No. 10.Y OCT 2 6 2016

TITLE:

RESOLUTION AUTHORIZING AN AWARD OF A CONTRACT TO TURN-OUT FIRE & SAFETY, INC. FOR THE PURCHASE AND DELIVERY OF PROTECTIVE GEAR AND EQUIPMENT UNDER STATE CONTRACT FOR THE DEPARTMENT OF PUBLIC SAFETY (FIRE DIVISION)

I, Donna Mauer, Donna Mauer, Chief Financial Officer, certify that there are sufficient funds available for payment of this above resolution.

WHEREAS, funds are available for this contract in the **Trust Fund Account**.

Acct #	P.O. #	State Contract	Total Contract	Encumbrance
17-289-56-000-002	122718	A80947 and A80948	$350,000.00	$100,000.00

Approved by _____ 10/17/16

Peter Folgado, Director of Purchasing — Date

RPPO, QPA

PF/pv
10/13/16

APPROVED: _____

APPROVED: _____ Business Administrator

APPROVED AS TO LEGAL FORM _____ Corporation Counsel

R.R 10-18-16

Certification Required ☒

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 10.26.16											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
HALLANAN	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

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

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

Rolando R. Lavarro, Jr., President of Council — Robert Byrne, City Clerk

RESOLUTION FACT SHEET – CONTRACT AWARD

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

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING AN AWARD OF CONTRACT TO TURN-OUT FIRE & SAFETY, INC. FOR THE PURCHASE AND DELIVERY OF PROTECTIVE GEAR UNDER STATE CONTRACT FOR THE DEPARTMENT OF PUBLIC SAFETY, (FIRE DIVISION)

Initiator

Department/Division	Public Safety	Fire
Name/Title	Jerome Cala	Deputy Director
Phone/email	201-547-4239	jcala@njjcps.org

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

In order to ensure the safety and protection of all firefighting personnel and as mandated by OSHA, there exists a need to provide protective gear and equipment.

I certify that all the facts presented herein are accurate.

Jerome Cala — 10/17/16

Signature of Department Director — **Date**

10/17/16

Signature of Purchasing Director — **Date**

TURN OUT FIRE & SAFETY, INC.
3468 KENNEDY BLVD.
JERSEY CITY, NJ 07307
201.963.9312 • Fax: 201.963.9314

Item#	Quantity	Description	Unit Amount	Extended Amount
1		Trousers Lion 2106	$	$ 107.00
2		Brigade shirt long sleeve Lion 235	$	$ 100.10
3		Brigade shirt long sleeve (oversize) Lion 235X	$	$ 110.10
4		Brigade shirt short sleeve Lion 535 Complete	$	$ 99.10
5		Brigade shirt short sleeve (oversize) Lion 535x Complete	$	$ 109.10
6		Bravo shirt long sleeve Lion 215	$	$ 100.10
7		Bravo shirt long sleeve (oversize) Lion 215 x	$	$ 110.10
8		Bravo shirt short sleeve Lion 515	$	$ 99.00
9		Bravo shirt short sleeve (oversize) Lion 515x	$	$ 109.00
10		Season Jacket Blauer 6120	$	$ —
11		Boot Bates 2264	$	$ 89.00
12		Bunker Coats Janesville V-Force Complete	$	$ 1515.00
13		Bunker Pants with suspenders Janesville V-Force Complete	$	$ 1975.00
14		Helmets Cairns 1044 DV Complete	$	$ 259.75
15		Glove Proteo PT8	$	$ 65.00
16		Hooded sweatshirt Alpha 6185	$	$ —
17		Sweatpants Alpha 6182	$	$ —
18		Cotton T shirt Alpha 6200	$	$ —
19		Fleece crew Alpha 6900	$	$ —
20		Hood Quest	$	$ 24.10
21		Rubber boots Ranger 1500	$	$ 149.75
22		SuperPass3 Graco SP III	$	$ 475.00

NJ STATE CONTRACT
A80947 lion
A80948 morning pride
A 78923

2016 Turnout Gear Requirements

EMERGENCY RESPONSE

The vendor shall be located within ten (10) miles of Jersey City.

The vendor shall be available 24 hours per day, 7 days per week by pager, cell phone or answering service to provide emergency equipment or uniform replacement.

The vendor shall maintain sufficient inventory for the emergency replacement of at least 50% (50 complete sets of personal protective equipment/uniforms) for on duty personnel.

MISCELLANEOUS

Vendor shall quote cost per item for embroidery, screen printing and affixing of Fire Department patch as necessary.

Patricia Vega

From: Janis Feuchack [JFeuchack@NJJCPS.ORG]
Sent: Thursday, October 13, 2016 12:11 PM
To: Patricia Vega
Cc: Jerome Cala
Subject: RE: Turn out

We can do a temporary encumbrance for $100,000 and make it for nov 2016-may 2017.

25

From: Patricia Vega [mailto:VegaP@jcnj.org]
Sent: Thursday, October 13, 2016 10:53 AM
To: Janis Feuchack <JFeuchack@NJJCPS.ORG>
Subject: Turn out

1,6,7,10,11
25 27,28

The total contract is $350,000. Is there an encumbrance amount?

Contract period?

From: Janis Feuchack [mailto:JFeuchack@NJJCPS.ORG]
Sent: Thursday, October 13, 2016 9:37 AM
To: Patricia Vega; Jerome Cala
Subject: RE: Pshyc Testing

November 14, 2016 to December 31,2016. Other docs will be forwarded to doctor.

From: Patricia Vega [mailto:VegaP@jcnj.org]
Sent: Wednesday, October 12, 2016 4:10 PM
To: Janis Feuchack <JFeuchack@NJJCPS.ORG>; Jerome Cala <JCala@NJJCPS.ORG>
Subject: RE: Pshyc Testing

Contract start and end dates?

From: Janis Feuchack [mailto:JFeuchack@NJJCPS.ORG]
Sent: Wednesday, October 12, 2016 3:48 PM
To: Patricia Vega; Jerome Cala
Subject: RE: Pshyc Testing

It is impractical to solicit quotes for the psychological testing as Comprehensive Psychological is involved with ongoing Civil Service appeals and the service cannot be changed midstream.

Janis Feuchack
Fire Headquarters
465 Marin Boulevard
Jersey City, NJ 07302
JFeuchack@NJJCPS.ORG
P: 201-547-4898

State of New Jersey
Department of the Treasury
— Division of Purchase and Property

Notice of Award
Term Contract(s)

T-0790
FIREFIGHTER PROTECTIVE CLOTHING AND EQUIPMENT

Vendor Information
Authorized Dealers
By Vendor
RFP Documents
Email to KATE POPSO

Downloadable NOA Documents
(Please utilize scroll bar on right side of box if necessary to view all documents)

Download All Documents

- Subcontractor List Adobe PDF (123 kb)
- NOA Price Lists Link
- Amendment #1 - Product Addition Adobe PDF (60 kb)
- Amendment #2 - Additional Distributors Adobe PDF (15 kb)
- Amendment #3 - Product Addition Adobe PDF (13 kb)
- Amendment #4 - Product Addition Adobe PDF (19 kb)
- Amendment #5 - Price Adjustment Adobe PDF (61 kb)
- Amendment #6 - Price List Update(s) Adobe PDF (40 kb)
- Amendment #7 - Product Addition Adobe PDF (14 kb)
- Amendment #8 - Product Addition Adobe PDF (14 kb)
- Amendment #9 - Product Addition Adobe PDF (19 kb)
- Amendment #10 - Price List Update(s) Adobe PDF (129 kb)
- Amendment #11 - Additional Distributors Adobe PDF (13 kb)
- Amendment #12 - Price List Update(s) Adobe PDF (76 kb)
- Amendment #13 - Additional Distributors Adobe PDF (182 kb)
- Amendment #14 - Additional Distributors Adobe PDF (76 kb)
- Amendment #15 - Price List Update(s) Adobe PDF (76 kb)
- Amendment #16 - Product Addition Adobe PDF (25 kb)
- Amendment #17 - Product Addition Adobe PDF (48 kb)
- Amendment #18 - Additional Distributors Adobe PDF (13 kb)

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NOAs By Number **NOAs By Title** **Search NOAs**

Index #:	T-0790
Contract #:	VARIOUS
Contract Period:	FROM: 04/01/12 TO: 03/31/17
Applicable To:	ALL STATE AGENCIES
Cooperative Purchasing:	POLITICAL SUBDIVISIONS*
Vendor Name & Address:	SEE VENDOR INFORMATION SECTION
For Procurement Bureau Use:	
Solicitation #:	22281
Bid Open Date:	12/19/11
CID #:	1039827
Commodity Code:	340-34
Set-Aside:	NONE

DISTRIBUTORS FOR FIRE FIGHTING PROTECTION CLOTHING AND EQUIPMENT (12-x-22281) - T0790

Contractor/Contract #	Distributors	Contact Person	Phone	Fax	eMail Address
Fire Dex LLC (A80946)	Mid-Atlantic Fire and Air Co.	Jim Yoder	610-372-5077	610-372-9553	jim.yoder@midatlanticfireandair.com
	Nat Alexander Company	Lee Tamburrino	856-783-0720	856-782-8978	Lee.Tamburrino@midatlanticfireandair.com
Globe Manufacturing Co. LLC (A80945)	AAA Emergency Supply	Kenneith J. Kiel	914-949-0512	914-949-8344	mattm@aaaemergency.com
	Approved Fire Protection Co. Inc.	Glen Zehner	908-755-2222	908-769-1424	gzehner@afpnj.com
	Continental Fire & Safety	Gregory Gore	609-588-0096	609-584-0405	contfire1@aol.com
	Firefighters Equipment Co.	John Yawger	973-366-4466	973-366-7341	nancy@ffecnj.com
	General Fire Sales & Service Inc.	Craig Ickes	610-307-4655	856-456-4655	generalfiressnj@aol.com
	Murphy Fire & Safety	Tom Murphy	201-998-8310	201-998-0669	tjmurphy58@aol.com
	New Jersey Fire Equipment Co.	George Fosdick	732-968-2121	973-968-4724	info@njfe.com
	State Line Fire & Safety Inc.	Frederick Kendall	201-391-3290	201-391-6487	statelinefire@optonline.net
	MES - PA	Colleen Gallagher	610-363-2270	610-363-6067	cmiller@mesfire.com
	Tasc Fire Apparatus	Cindy Cestone	732-431-1515	N/A	tascfire@verizon.net
Haix North America Inc. (A80958)	Firefighters Equipment Co.	John Yawger	973-366-4466	973-366-7341	nancy@ffecnj.com
	Mid-Atlantic Fire and Air Co.	Jim Yoder	610-372-5077	610-372-9553	jim.yoder@midatlanticfireandair.com
Infrared Systems Group LLC (A80969)	Firefighter One LLC	Jason Van Norman	973-940-3061	973-860-1388	sales@ff1.com
	Public Safety Outfitters	Joseph Loverdi	856-589-2997	856-589-6333	jl@psoonline.com
	Safe-T (Skylands Area Fire Equipment & Training LLC)	Justine Grivalsky	973-579-3473	973-859-0904	sales@SAFE-Tonline.com
Lion Apparel (A80947)	Safeware Inc.	Darryl Halterman	215-354-1404 ext. 1	215-354-1408	dhalterman@safewareinc.com
	Turnout Fire & Safety Inc.	Joseph Chiusolo	201-963-9312	201-963-9314	joe@turnoutuniforms.com
	Witmer Public Safety Group Inc.	James Witmer	800-852-6088 ext. 1153	888-335-9800	jtrego@thefirestore.com
Majestic Fire Apparel Inc. (A80955)	Absolute Fire Protection	Tony Amorose	908-757-3600 ext. 22	908-757-3616	tony@absolutefire.com
	Breathe Safe Fire & Safety Equip. Co.	Ben Grove	215-343-4911	215-343-2726	bgrove@breathesafenow.com
	Firefighter One LLC	Jason Van Norman	973-940-3061	973-860-1388	sales@ff1.com
	Global Protection	Tom Grasso	856-768-2911	856-768-2922	Tom@gpready.com
	Guard Line Fire & Safety	Wayne Dora	201-475-6600 ext. 147	201-703-8180	wdora@guardlinefire.com
	MES - PA	Colleen Gallagher	610-363-2270	610-363-6067	cmiller@mesfire.com

State of New Jersey

DEPARTMENT OF THE TREASURY
DIVISION OF PURCHASE AND PROPERTY
PROCUREMENT BUREAU
P. O. Box 230
Trenton, New Jersey 08625-0230

CHRIS CHRISTIE
Governor

KIM GUADAGNO
Lt. Governor

FORD M. SCUDDER
Acting State Treasurer

JIGNASA DESAI-MCCLEARY
Director

AMENDMENT #66
T-0790

SOLICITATION #12-X-22281

TO: State Agencies and Cooperative Purchasing Participants

DATE: January 15, 2016

FROM: Anna Marie Miller, Procurement Specialist

SUBJECT: Firefighter Protective Clothing and Equipment

CONTRACT PERIOD: Original Term: April 1, 2012 – March 31, 2015
1st Extension: April 1, 2015 – March 31, 2016
2nd Extension: April 1, 2016 – March 31, 2017

Please be advised the following contracts have been extended for a period of one (1) year, commencing April 1, 2016 through March 31, 2017 in accordance with the RFP's Section **5.2 CONTRACT TERM AND EXTENSION OPTION**:

Contractor	Contract Number
Air & Gas Technologies Inc.	A80963
Akron Brass Company	A80964
AMKUS Inc.	A80971
Black Diamond Group	A80957
Continental Fire & Safety Inc.	A80956
Cutters Edge Division of Edge Industries	A80965
Draeger Safety Inc.	A80962
E D Bullard Co	A80952
Emergency Equipment Sales	A80972
ESI Equipment Inc.	A80967
Fire Dex LLC	A80946
Firefighter One LLC	A80949
Globe Manufacturing Company LLC	A80945
Haix North America Inc.	A80958
Hale Fire Pump Co.	A80968
Infrared Systems Group LLC	A80969
Lion Apparel	A80947
Majestic Fire Apparel Inc.	A80955
Mine Safety Appliances Co.	A80953
Morning Pride Manufacturing	A80948

	HAIX NORTH AMERICA INC 2320 FORTUNE DR/STE 120 LEXINGTON, KY 40509
Contact Person:	SANDY LONGARZO
Contact Phone:	866-344-4249
Order Fax:	859-281-0113
Contract#:	80958
Expiration Date:	03/31/17
Terms:	NONE
Delivery:	30 DAYS ARO
Small Business Enterprise:	NO
Minority Business Enterprise:	NO
Women Business Enterprise:	NO
Cooperative Purchasing *:	YES
*** WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?**	

Vendor Name & Address:	HALE FIRE PUMP CO DBA HURST JAWS OF LIFE 711 NORTH POST ROAD SHELBY, NC 28150
Contact Person:	KEVIN HALSTEAD
Contact Phone:	704-487-2048
Order Fax:	803-551-4646
Contract#:	80968
Expiration Date:	03/31/17
Terms:	5% 9 NET 10
Delivery:	6 WEEKS ARO
Small Business Enterprise:	NO
Minority Business Enterprise:	NO
Women Business Enterprise:	NO
Cooperative Purchasing *:	YES
*** WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?**	

Vendor Name & Address:	INFRARED SYSTEMS GROUP LLC 305 PETTY ROAD LAWRENCEVILLE, GA 30043-4844
Contact Person:	PATRICIA C MORRIS
Contact Phone:	678-442-1234
Order Fax:	678-442-1295
Contract#:	80969
Expiration Date:	03/31/17
Terms:	NONE
Delivery:	30 DAYS ARO
Small Business Enterprise:	NO
Minority Business Enterprise:	NO
Women Business Enterprise:	NO
Cooperative Purchasing *:	YES
*** WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?**	

Vendor Name & Address:	LION APPAREL 7200 POE AVENUE DAYTON, OH 45414
Contact Person:	PEGGY CURTIS
Contact Phone:	800-421-2926
Order Fax:	877-803-1032
Contract#:	80947
Expiration Date:	03/31/17
Terms:	NONE
Delivery:	60 DAYS ARO
Small Business Enterprise:	NO
Minority Business Enterprise:	NO
Women Business Enterprise:	NO

Cooperative Purchasing *:	YES
*** WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?**	
Vendor Name & Address:	MAJESTIC FIRE APPAREL INC PO BOX 248 255 WAGNER STREET LEHIGHTON, PA 18235
Contact Person:	MICHAEL A.LEGGETT
Contact Phone:	610-377-6273
Order Fax:	610-377-6221
Contract#:	80955
Expiration Date:	03/31/17
Terms:	NONE
Delivery:	10 DAYS ARO
Small Business Enterprise:	NO
Minority Business Enterprise:	NO
Women Business Enterprise:	NO
Cooperative Purchasing *:	YES
*** WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?**	
Vendor Name & Address:	MINE SAFETY APPLIANCES CO 1000 CRANBERRY WOOD DR PO BOX 426 PITTSBURGH, PA 15230
Contact Person:	RICHARD ROCCO
Contact Phone:	800-672-2222
Order Fax:	800-967-0398
Contract#:	80953
Expiration Date:	03/31/17
Terms:	NONE
Delivery:	30 DAYS ARO
Small Business Enterprise:	NO
Minority Business Enterprise:	NO
Women Business Enterprise:	NO
Cooperative Purchasing *:	YES
*** WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?**	
Vendor Name & Address:	MORNING PRIDE MANUFACTURING LLC DBA HONEYWELL FIRST RESPON 1 INNOVATION CT DAYTON, OH 45414
Contact Person:	MADISON MESSINGER
Contact Phone:	800-688-6148
Order Fax:	937-264-0075
Contract#:	80948
Expiration Date:	03/31/17
Terms:	NONE
Delivery:	60 DAYS ARO
Small Business Enterprise:	NO
Minority Business Enterprise:	NO
Women Business Enterprise:	NO
Cooperative Purchasing *:	YES
*** WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?**	
Vendor Name & Address:	MUNICIPAL EMERGENCY SERVICES INC 2755 PHILMONT AVE/STE 110 HUNTINGDON VALL, PA 19006
Contact Person:	COLLEEN MILLER
Contact Phone:	215-914-2101
Order Fax:	215-914-2126
Contract#:	80966

Contact Phone:	610-363-2270
Dealer/Distributor Name & Address:	MURPHY FIRE & SAFETY INC PO BOX 74 9 LIVINGSTON AVENUE KEARNY NJ 07032
Contact Person:	THOMAS J MURPHY
Contact Phone:	201-998-8310
Dealer/Distributor Name & Address:	NJ FIRE EQUIPMENT CO 923 N WASHINGTON AVE GREEN BROOK NJ 08812
Contact Person:	GEORGE D FOSDICK
Contact Phone:	732-968-2121
Dealer/Distributor Name & Address:	STATELINE FIRE & SAFETY 50 PARK AVE PO BOX 250 PARK RIDGE NJ 07656
Contact Person:	FREDERICK D KENDALL
Contact Phone:	201-391-3290
Dealer/Distributor Name & Address:	TASC FIRE APPARATUS INC 5012 INDUSTRIAL RD FARMINGDALE NJ 07727
Contact Person:	JOHN J CRIMMINS JR
Contact Phone:	201-938-3393
Contract#: 80946	**Title:** FIREFIGHTER PROTECTIVE CLOTHING AND
Dealer/Distributor Name & Address:	FIREFIGHTER ONE LLC 34 WILSON DRIVE SPARTA NJ 07871
Contact Person:	JONATHON VAN NORMAN
Contact Phone:	973-810-2670-4000
Dealer/Distributor Name & Address:	MID ATLANTIC FIRE AND AIR 1050 WEISER STREET READING PA 19601
Contact Person:	PAUL E YODER
Contact Phone:	610-372-5077
Dealer/Distributor Name & Address:	NAT ALEXANDER CO INC 121 WHITE HORSE PIKE LAUREL SPRINGS NJ 08021
Contact Person:	LEE J TAMBURRINO
Contact Phone:	856-783-0720
Contract#: 80947	**Title:** FIREFIGHTER PROTECTIVE CLOTHING AND
Dealer/Distributor Name & Address:	ALL HANDS FIRE EQUIPMENT 506 ATKINS AVENUE NEPTUNE NJ 07753
Contact Person:	SCOTT T COLARUSSO
Contact Phone:	732-502-8060
Dealer/Distributor Name & Address:	MID ATLANTIC FIRE AND AIR 1050 WEISER STREET READING PA 19601
Contact Person:	PAUL E YODER
Contact Phone:	610-372-5077
Dealer/Distributor Name & Address:	PUBLIC SAFETY OUTFITTERS INC 545 WOODBURY-GLASSBORO RD SEWELL NJ 08080
Contact Person:	JOSEPH LOVERDI
Contact Phone:	856-589-2997
Dealer/Distributor Name & Address:	TURN OUT FIRE & SAFETY INC 3468 KENNEDY BLVD JERSEY CITY NJ 07307
Contact Person:	JOSEPH CHIUSOLO
Contact Phone:	201-963-9312
Dealer/Distributor Name & Address:	WITMER ASSOCIATES INC 104 INDEPENDENCE WAY COATESVILLE PA 19320-1653
Contact Person:	UNKNOWN
Contact Phone:	610-857-8070
Contract#: 80948	**Title:** FIREFIGHTER PROTECTIVE CLOTHING AND

Dealer/Distributor Name & Address:	APPROVED FIRE PROTECTION 114 ST NICHOLAS AVE SO PLAINFIELD NJ 07080
Contact Person:	RICHARD PANNONE
Contact Phone:	908-755-2222
Dealer/Distributor Name & Address:	FEDERATED FIRE SERVICES INC 2240 SOUTH CLINTON AVE SO PLAINFIELD NJ 07080
Contact Person:	LISA MIELNIKIEWICZ
Contact Phone:	908-769-1800
Dealer/Distributor Name & Address:	MUNICIPAL EMERGENCY SERVICES INC 2755 PHILMONT AVE/STE 110 HUNTINGDON VALL PA 19006
Contact Person:	ANDREW E POMPE
Contact Phone:	610-363-2270
Dealer/Distributor Name & Address:	NAT ALEXANDER CO INC 121 WHITE HORSE PIKE LAUREL SPRINGS NJ 08021
Contact Person:	LEE J TAMBURRINO
Contact Phone:	856-783-0720
Dealer/Distributor Name & Address:	SKYLANDS AREA FIRE ESQUIPMENT & TRAINING LLC 23 HAMBURG TURNPIKE UNIT A RIVERDALE NJ 07457
Contact Person:	JOHN GRIVALSKY
Contact Phone:	973-579-3473
Dealer/Distributor Name & Address:	STATELINE FIRE & SAFETY 50 PARK AVE PO BOX 250 PARK RIDGE NJ 07656
Contact Person:	FREDERICK D KENDALL
Contact Phone:	201-391-3290
Dealer/Distributor Name & Address:	TASC FIRE APPARATUS INC 5012 INDUSTRIAL RD FARMINGDALE NJ 07727
Contact Person:	JOHN J CRIMMINS JR
Contact Phone:	201-938-3393
Dealer/Distributor Name & Address:	TURN OUT FIRE & SAFETY INC 3468 KENNEDY BLVD JERSEY CITY NJ 07307
Contact Person:	JOSEPH CHIUSOLO
Contact Phone:	201-963-9312
Dealer/Distributor Name & Address:	WILLIAM J ADAMS DBA ADAMS FIRE PROTECTION 200 WEST SECOND ST ESSINGTON PA 19029
Contact Person:	BILL ADAMS
Contact Phone:	610-521-2937
Contract#: 80950	**Title:** FIREFIGHTER PROTECTIVE CLOTHING AND
Dealer/Distributor Name & Address:	ABSOLUTE FIRE PROTECTION 2800 HAMILTON BLVD SO PLAINFIELD NJ 07080
Contact Person:	ANTHONY AMOROSO
Contact Phone:	908-757-3600
Dealer/Distributor Name & Address:	FIRST BATTALION FIREFIGHTING EQUIPMENT PO BOX 6107 BRIDGEWATER NJ 08807
Contact Person:	KAREN HUBERT
Contact Phone:	908-595-1128
Dealer/Distributor Name & Address:	MID ATLANTIC RESCUE SYSTEMS INC 7907 HAWHORNE DRIVE FREDERICK MD 21702-2805
Contact Person:	BILL LYNCH
Contact Phone:	301-682-9681
Dealer/Distributor Name & Address:	

00056	COMM CODE: 340-34-041098 [FIRE PROTECTION EQUIPMENT AND SUPPLIES] ITEM DESCRIPTION: SEARCH & RESCUE/VEHICLE EXTRICATION EQ. HURTZ JAWS OF LIFE MUST MEET PEOSHA AND NFPA 1983-1985 EDITION P/L DATED: 8/15/11 (HP & LP) P/L DATED: 3/31/11 (EDRAULIC)	1.000	EACH	5.00%	N/A

Vendor: INFRARED SYSTEMS GROUP LLC **Contract Number:** 80969

LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00057	COMM CODE: 340-34-041099 [FIRE PROTECTION EQUIPMENT AND SUPPLIES] ITEM DESCRIPTION: SEARCH & RESCUE/VEHICLE EXTRICATION EQ. ISG/INFRASYS THERMAL MUST MEET PEOSHA AND NFPA 1983-1985 EDITION P/L DATED: 91/11 - RETAIL P/L #: 090111A	1.000	EACH	10.00%	N/A

Vendor: LION APPAREL **Contract Number:** 80947

LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00006	COMM CODE: 340-34-036620 [FIRE PROTECTION EQUIPMENT AND SUPPLIES] ITEM DESCRIPTION: TURNOUT GEAR - JANESVILLE MUST MEET PEOSHA AND NFPA 1971-1986 EDITION P/L DATED: 1/1/12 - RETAIL	1.000	EACH	25.00%	N/A

LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00007	COMM CODE: 340-34-036621 [FIRE PROTECTION EQUIPMENT AND SUPPLIES] ITEM DESCRIPTION: TURNOUT GEAR - LION APPAREL MUST MEET PEOSHA AND NFPA 1971-1986 EDITION P/L DATED: 1/1/12 - RETAIL	1.000	EACH	25.00%	N/A

LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00036	COMM CODE: 340-34-029082 [FIRE PROTECTION EQUIPMENT AND SUPPLIES] ITEM DESCRIPTION: GLOVES - LION APPAREL MUST MEET PEOSHA AND NFPA 1973-1988 EDITION P/L DATED: 1/1/12 - RETAIL	1.000	EACH	15.00%	N/A

LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00072	COMM CODE: 340-34-083654 [FIRE PROTECTION EQUIPMENT AND SUPPLIES]	1.000	EACH	25.00%	N/A

Vendor: MORNING PRIDE MANUFACTURING LLC DBA HONEYWELL FIRST RESPON **Contract Number:** 80948

LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00008	COMM CODE: 340-34-036622 [FIRE PROTECTION EQUIPMENT AND SUPPLIES] ITEM DESCRIPTION: TURNOUT GEAR - MORNING PRIDE MUST MEET PEOSHA AND NFPA STANDARDS P/L DATED: 6/10/11 - RETAIL	1.000	EACH	53.00%	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00016	COMM CODE: 340-34-041029 [FIRE PROTECTION EQUIPMENT AND SUPPLIES] ITEM DESCRIPTION: HELMETS - MORNING PRIDE MUST MEET PEOSHA AND NFPA 1972-1987 EDITION P/L DATED: 6/10/11 - RETAIL	1.000	EACH	50.00%	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00017	COMM CODE: 345-56-059530 [FIRST AID AND SAFETY EQUIPMENT AND...] ITEM DESCRIPTION: PROTECTIVE HOODS - AMERICAN FIREWEAR MUST MEET PEOSHA AND NFPA 1971-1991 EDITION. P/L DATED: 6/10/11 - RETAIL	1.000	EACH	43.00%	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00026	COMM CODE: 340-34-041038 [FIRE PROTECTION EQUIPMENT AND SUPPLIES] ITEM DESCRIPTION: BOOTS - RANGER MUST MEET PEOSHA AND NFPA 1974-1987 EDITION P/L DATD: 6/1/11 - RETAIL	1.000	EACH	43.00%	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00027	COMM CODE: 340-34-041040 [FIRE PROTECTION EQUIPMENT AND SUPPLIES] ITEM DESCRIPTION: BOOTS - SERVUS MUST MEET PEOSHA AND NFPA 1974-1987 EDITION P/L DATED: 6/1/11 - RETAIL	1.000	EACH	43.00%	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00028	COMM CODE: 340-34-041041 [FIRE PROTECTION EQUIPMENT AND SUPPLIES] ITEM DESCRIPTION: BOOTS - WARRINGTON MUST MEET PEOSHA AND NFPA 1974-1987 EDITION P/L DATED: 6/1/11 - RETAIL	1.000	EACH	43.00%	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00030		1.000	EACH	43.00%	N/A

	COMM CODE: 340-34-041045 [FIRE PROTECTION EQUIPMENT AND SUPPLIES] ITEM DESCRIPTION: GLOVES - AMERICAN FIREWEAR MUST MEET PEOSHA AND NFPA 1973-1988 EDITION P/L DATED: 6/1/11 - RETAIL				
LINE#	**DESCRIPTION/MFGR/BRAND**	**EST QUANTITY**	**UNIT**	**% DISCOUNT**	**UNIT PRICE**
00077	COMM CODE: 340-34-083659 [FIRE PROTECTION EQUIPMENT AND SUPPLIES] ITEM DESCRIPTION: TURNOUT GEAR - RANGER P/L DATED: 12/9/11 - RETAIL DELIVERY: 60 DAYS ARO	1.000	EACH	53.00%	N/A
LINE#	**DESCRIPTION/MFGR/BRAND**	**EST QUANTITY**	**UNIT**	**% DISCOUNT**	**UNIT PRICE**
00078	COMM CODE: 340-34-083660 [FIRE PROTECTION EQUIPMENT AND SUPPLIES] ITEM DESCRIPTION: TURNOUT GEAR - ULTRA MOTION P/L DATED: 12/9/11 DELIVERY: 60 DAYS ARO	1.000	EACH	53.00%	N/A

Vendor: MUNICIPAL EMERGENCY SERVICES INC **Contract Number:** 80966

LINE#	**DESCRIPTION/MFGR/BRAND**	**EST QUANTITY**	**UNIT**	**% DISCOUNT**	**UNIT PRICE**
00054	COMM CODE: 340-34-041094 [FIRE PROTECTION EQUIPMENT AND SUPPLIES] ITEM DESCRIPTION: SEARCH & RESCUE/VEHICLE EXTRICATION EQ. FERNO MUST MEET PEOSHA AND NFPA 1983-1985 EDITION P/L DATED: 2011 - RETAIL (NOT W/BID) P/L #: R01	1.000	EACH	6.00%	N/A
LINE#	**DESCRIPTION/MFGR/BRAND**	**EST QUANTITY**	**UNIT**	**% DISCOUNT**	**UNIT PRICE**
00074	COMM CODE: 340-34-083656 [FIRE PROTECTION EQUIPMENT AND SUPPLIES] ITEM DESCRIPTION: SEARCH & RESCUE/VEHICLE EXTRICATION EQ. BRAND: CMC RESCUE P/L DATED: 10/1/11 - RETAIL P/L #: 127 DELIVERY: 60 DAYS ARO	1.000	EACH	25.00%	N/A
LINE#	**DESCRIPTION/MFGR/BRAND**	**EST QUANTITY**	**UNIT**	**% DISCOUNT**	**UNIT PRICE**
00075	COMM CODE: 340-34-083657 [FIRE PROTECTION EQUIPMENT AND SUPPLIES] ITEM DESCRIPTION: SEARCH & RESCUE/VEHICLE EXTRICATION EQ.	1.000	EACH	15.00%	N/A

State of New Jersey

DEPARTMENT OF THE TREASURY
DIVISION OF PURCHASE AND PROPERTY
PROCUREMENT BUREAU
33 WEST STATE STREET
P. O. BOX 230
TRENTON, NEW JERSEY 08625-0230

https://www.njstart.gov

CHRIS CHRISTIE
Governor

KIM GUADAGNO
Lt. Governor

FORD M. SCUDDER
Acting State Treasurer

JIGNASA DESAI-MCCLEARY
Director

August 31, 2016.

Turn Out Fire & Safety, Inc.
3468 Kennedy Blvd.
Jersey City, NJ 07307

Re: Solicitation#: **16DPP00020**
Contract Title: **Protective Clothing and Footwear**
Via E-Mail and Fax: joe@turnoutuniforms.com

Dear Mr. Chiusolo:

It is the intent of the Director of the Division of Purchase and Property (Division) to make a contract award to the following vendor(s) pursuant to the proposal(s) submitted in response to the referenced Request for Proposal (RFP).

Price Line	Category	Proposed Awardee	Brand
1	1- Clothing	Keyport Army & Navy (Keyport)	Carhartt
2	1- Clothing	Samzies Uniforms (Samzies)	Blauer
4	1- Clothing	Samzies	Vertx
6	1- Clothing	Keyport	Red Kapp
6	1- Clothing	Specialty Graphics LLC (Specialty)	Red Kapp
7	1- Clothing	Keyport	Plastex
9	1- Clothing	Keyport	Hartwell
10	1- Clothing	Fit Rite Uniform Co. Inc (Fit Rite)	Elbeco
11	1- Clothing	Anchortex Corporation (Anchortex)	Williamson-Dickie
12	1- Clothing	Fit Rite	Fechheimer
13	1- Clothing	Samzies	511
15	1- Clothing	Anchortex	Keystone Cap
16	1- Clothing	Keyport	Sanmar
16	1- Clothing	Specialty	Occunomix International
18	2- Footwear	Keyport	Lehigh
19	2- Footwear	Keyport	Red Wing
19	2- Footwear	Anchortex	Matterhorn Boots

Louis Strikowsky

From: Popso, Katherine [Katherine.Popso@treas.nj.gov]
Sent: Wednesday, October 05, 2016 2:49 PM
To: Louis Strikowsky
Cc: Peter Folgado; Patricia Vega; Patrice Lambert; Jerome Cala; Janis Feuchack; Joseph Chiusolo
Subject: RE:

Good Afternoon,

16DPP00020 has not been awarded yet, it is still under evaluation. We hope to have this awarded in the next few weeks.

In the meantime, you can utilize T0790 or T0051.

Thank you for your patience.

Kate

Kate Popso
Procurement Specialist – Commodities Unit
State of New Jersey | Division of Purchase and Property| Procurement Bureau
33 West State Street | PO Box 230 | Trenton, NJ 08625
609.292.7776 (office)
Katherine.Popso@treas.nj.gov

From: Louis Strikowsky [mailto:StrikowskyL@jcnj.org]
Sent: Wednesday, October 05, 2016 11:26 AM
To: Popso, Katherine
Cc: Peter Folgado; Patricia Vega; Patrice Lambert; Jerome Cala; Janis Feuchack; Joseph Chiusolo
Subject:

The City of Jersey City is looking to purchase Bates footwear for the fire department. Has solicitation 16DPP00020 been awarded and if not Is there a date when it will go into effect?
Thanks Louis

Price Line	Category	Proposed Awardee	Brand
19	2- Footwear	Turn Out Fire & Safety (Turn Out)	Bates
19	2- Footwear	Samzies	5.11 TACTICAL
21	3- Gloves	Keyport	Magid
21	3- Gloves	Anchortex	Ammex
21	3- Gloves	Samzies	5.11 TACTICAL
23	4- Head Protection	Keyport	Occunomix
25	5- Rainwear	Samzies	Vertx
26	5- Rainwear	Keyport	Carhartt
27	5- Rainwear	Fit Rite	Elbeco
28	5- Rainwear	Fit Rite	Gerber
29	5- Rainwear	Fit Rite	I. Spiewak
30	5- Rainwear	Samzies	511
31	5- Rainwear	Fit Rite	Snap-N-Wear
32	5- Rainwear	Samzies	Blauer
33	5- Rainwear	Keyport	Plastex
33	5- Rainwear	Anchortex	Helly Hansen Workwear

This award is being made in accordance with the procedure set forth in New Jersey Administrative Code 17:12-2.2 and in compliance with Public Law 2005, Chapter 51 [(formerly Executive Order 134 (2004)] and Executive Order No. 117. The contract award identified herein is contingent upon the availability of funds and satisfaction of Political Contribution reporting requirements set forth below. Note that in accordance with the Division's administrative regulations, N.J.A.C. 17:12-3.3 *Protest Procedures*, the protest period ends with the close of business on Thursday, September 8, 2016. Letters of Protest must be received by the protest period end date and may be submitted to the following three addresses ONLY: (1) email at dpp.protest@treas.nj.gov; (2) facsimile at 609-984-2575; or (3) mail or courier to: Attn: Hearing Unit, Division of Purchase and Property, 33 West State St., P.O. Box 039, Trenton, NJ 08625-0039.

The Contractor Certification and Disclosure of Political Contributions form and instructions are available at http://www.state.nj.us/treasury/purchase/forms.shtml#Vendor.

All documentation pertinent to this award is available for review by making an appointment with the undersigned individual at the email address indicated below. Note: A requester is prohibited from removing any procurement documents and/or making any modifications, e.g., markings, adding/removing pages, etc., to procurement documents.

Insurance Requirements: In accordance with Section 4.2 of the Standard Terms and Conditions, the contractor shall secure and maintain in force for the term of the contract insurance as required by the terms of the contract. The contractor shall provide the State with current certificates of insurance (certificates) for all coverages and renewals thereof. The policy effective date must be prior to or coincidental with the effective date of the contract as indicated on the signed State contract sent to your firm. The certificates shall also indicate the T#, the contract number or purchase order number and title of the contract in the Description of Operations box and shall list the State of New Jersey, Department of the Treasury, Division of Purchase & Property, Procurement Bureau, PO Box 230, Trenton, New Jersey 08625, Attn: Katherine Popos in the Certificate Holder box. The certificates must be submitted within ten days from receipt of this letter. **The contractor shall not begin to provide services or goods to the State until evidence of the required insurance is provided.** The certificates, renewals and any notice of cancelation shall be emailed to the State at: Katherine.Popso@treas.nj.gov . Refer to the Standard Terms and Conditions for additional information.

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

City Clerk File No. Res. 16.718

Agenda No. 10.Z

Approved: OCT 2 6 2016

TITLE:

RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH ARCHER & GREINER, P.C. TO PROVIDE LEGAL COUNSEL (BOND COUNSEL) TO THE CITY OF JERSEY CITY

COUNCIL offered and moved adoption of the following resolution:

WHEREAS, in order for the City of Jersey City, (the "City") to issue, sell, and deliver bonds, bond anticipation notes, school promissory notes, tax appeal, refunding notes, restructuring and other obligations of the City in the tax-exempt securities market, the City must retain bond counsel to provide legal services; and

WHEREAS, the City desires to retain qualified bond counsel in connection with the authorization, issuance, sale and delivery of said City obligations from time to time; and

WHEREAS, the City posted notice on its website of a Request for Qualifications (RFQ) for bond counsel services; and

WHEREAS, Archer & Greiner, P.C. possess the qualifications and expertise to provide these professional legal services; and

WHEREAS, Archer & Greiner, P.C. agreed to provide necessary legal services required to provide for the authorization, issuance, sale and delivery of the City obligations and related special counsel legal services in accordance with this resolution; and

WHEREAS, the agreement authorized is effective as of October 26, 2016 and shall end on October 25,2017 inclusive; and

WHEREAS, the total amount of the contract shall not exceed the sum of $75,000; and

WHEREAS, funds in the amount of $75,000 are available in Account No. 04-215 55-923-990; 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, this contract is awarded pursuant to the "fair and open" provisions of N.J.S.A. 19:44A-20.4 et seq. (the "Pay to Play" Law);

WHEREAS, Archer & Greiner, P.C. has submitted its Certification of Compliance with the City's Contractor Pay-to-play Reform Ordinance adopted on September 3, 2008.

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

1. The Mayor or Business Administrator is authorized to execute a professional services agreement, in substantially the form of the attached, with Archer & Greiner, P.C., for providing legal counsel in connection with the authorization, issuance, sale and delivery of City obligations from time to time for a contract term commencing on October 26, 2016 and ending on October 26, 2017 for a total contract amount not to exceed $75,000.00 which is based on the following fee schedule:

City Clerk File No. Res. 16.718

Agenda No. 10.Z OCT 2 6 2016

TITLE:

A. For services rendered or in connection with each bond sale a fee of $3,500 plus $1.00 per $1,000 of bonds issued.

B. For services rendered in connection with the preparation of the each bond ordinance, a fee of $400 for each single purpose ordinance and $600 for each multi purpose ordinance.

C. The fee for any temporary financing involving a private placement and not involving numerous notes, preparation of an OS, complicated arbitrage analysis, investment yield restrictions or attendance at the closing shall be $1,250 for Bond Counsel's approving legal opinion and $.80 per $1,000 of bond, tax anticipation or emergency notes issued.

D. In the event of an advance refunding bond issue providing for an escrow agreement and an investment of the proceeds consistent with the restrictions of the IRS Code to provide payment of a prior issue of bonds, there will be a fee of $5,000 in addition to the fees described herein.

E. Services rendered beyond the scope of those described above will be billed at the hourly rates in effect when the services are rendered. These rates range from $75.00 to $150.00 per hour depending on the attorney or paralegal involved. RAB financing to be billed to private developer the hourly rates range from $75.00 to $325.00 depending on the paralegal or attorney involved.

F. In the event that services are provided that do not result in the issuance of permanent or temporary obligations, the fee to be charged shall be provided in E above.

2. This contract is awarded as a professional services agreement under the Local Public Contracts Law, N.J.S.A. 40A:11-5(1)(a)(I).

3. This contract is awarded pursuant to the "fair and open" provisions of N.J.S.A. 19:44A-20.4 et seq. (the "Pay to Play" Law);

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

5. The award of this contract shall be subject to the condition that Archer & Greiner, P.C., provide satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-1 et seq.;

6. Notice of this action shall be published in a newspaper of general circulation within the municipality as required by law within (10) days of this award.

I, Donna Mauer, Donna Mauer Chief Financial Officer certify that funds in the amount of $75,000 are available in Account No. No. 04-215-55-923-990 PO# 122797

APPROVED: Donna Mauer, CFO

APPROVED: _____ Business Administrator

APPROVED AS TO LEGAL FORM

_____ Corporation Counsel

Certification Required ☒

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 10.26.16

COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
HALLANAN	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

RESOLUTION FACT SHEET - CONTRACT AWARD

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

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH ARCHER & GREINER, P.C. TO PROVIDE LEGAL COUNSEL (BOND COUNSEL) TO THE CITY OF JERSEY CITY

Project Manager

Department/Division	Administration	Management & Budget
Name/Title	Donna Mauer	Chief Financial Officer
Phone/email	201-547-5042	DonnaM@jcnj.org

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

Contract Purpose

To retain qualified bond counsel to provide professional legal services in connection with issuance of certain obligations and legal advice with respect to the Local Bond Law.

Cost (Identify all sources and amounts)

Capital Funds
This contract is funded from the proceeds of bond/notes sales

Contract term (include all proposed renewals)

October 26, 2016 – October 25, 2017

Type of award Fair and Open - RFQ

If "Other Exception", enter type

Additional Information

I certify that all the facts presented herein are accurate.

Donna Mauer

Signature of Department Director

10/18/16

Date

REQUIRED ADMINISTRATIVE FORMS

Please place the checklist and the required forms which follow at the front of your packet to facilitate the review of your submission.

CITY OF JERSEY CITY

PROJECT: Bond Counsel Services

RESPONDENT: Archer & Greiner

RESPONDENT'S CHECKLIST

Item	Respondent Initials	AA/EEO Review
A. Non-Collusion Affidavit properly notarized	CRL	
B. Public Disclosure Statement	CRL	
C. Mandatory Affirmative Action Language	CRL	
D. Affirmative Action Compliance Notice	CRL	
E. Employee Information Report	CRL	
F. Americans with Disabilities Act	CRL	
G. MWBE Questionnaire (2 Copies)	CRL	
H. Business Registration Certificate	CRL	
I. Letter of Qualification	CRL	
J. Letter of Intent	CRL	
K. Price Proposal	CRL	
L. Certification of Compliance (Ord. 08-128)	CRL	
M. Original signature(s) on all required forms.	CRL	

Item A. Non-Collusion Affidavit

STATE OF NEW JERSEY
CITY OF JERSEY CITY ss:

I certify that I am President

of the firm of Archer & Greiner

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) Christopher R. Gibson, President

SUBSCRIBED AND SWORN TO
BEFORE ME THIS DAY July 15th OF 2016

Laurie Reiss

(TYPE OR PRINT NAME OF AFFIANT UNDER SIGNATURE) Laurie Reiss

NOTARY PUBLIC OF
MY COMMISSION EXPIRES: 2019.

(NOTE: THIS FORM MUST BE COMPLETED, NOTARIZED AND RETURNED WITH THIS PROPOSAL).

LAURIE E. REISS
NOTARY PUBLIC
STATE OF NEW JERSEY
MY COMMISSION EXPIRES SEPTEMBER 9, 2019

Item B. 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.

PLEASE UTLITIZE SEPARATE SHEET WITH HEADINGS IF NECESSARY

STOCKHOLDERS:

Name	Address	% Owned
	No one stockholder own 10% or more	

SIGNATURE: _____

TITLE: Christopher R. Gibson, President

SUBSCRIBED
AND SWORN TO
BEFORE ME THIS DAY OF July 15th, 2016
(TYPE OR PRINT NAME OF
AFFIANT UNDER SIGNATURE) Laurie Reiss
Laurie Reiss

NOTARY PUBLIC OF
MY COMMISSION EXPIRES: 20 19.

(NOTE: THIS FORM MUST BE COMPLETED, NOTARIZED AND RETURNED WITH THIS PROPOSAL).

LAURIE E. REISS
NOTARY PUBLIC
STATE OF NEW JERSEY
MY COMMISSION EXPIRES SEPTEMBER 8, 2019

EXHIBIT A (*Continuation*)

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

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

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract_compliance

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

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

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

The undersigned vendor further agrees to furnish the required forms of evidence and

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

Representative's Name/Title (Print): Christopher R. Gibson, President

Representative's Signature:

Name of Company: Archer & Greiner

Tel. No.: 856-795-2121 Date: July 11, 2016

Certification 11582

CERTIFICATE OF EMPLOYEE INFORMATION REPORT

RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of 15-JUL-2016 to 15-JUL-2019

ARCHER & GREINER, P.C.
ONE CENTENNIAL SQUARE
HADDONFIELD NJ 08033

FORD M. SCUDDER
Acting State Treasurer

Item F. Americans with Disabilities Act

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

The contractor and the Firm of Archer & Greiner (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. S121 01* et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of 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): Christopher R. Gibson, President
Representative's Signature:
Name of Company: Archer & Greiner
Tel. No.: 856-795-2121 Date: July 11, 2016

Item G. MWBE Questionnaire (2 Copies)

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 : Archer & Greiner, P.C.

Address : 1 Centennial Square, Haddonfield, NJ 08033

Telephone No. : 856-795-2121

Contact Name : Christopher R. Gibson, President

Please check applicable category :

_____ Minority Owned Business (MBE)

_____ Minority& Woman Owned Business(MWBE)

_____ Woman Owned business (WBE)

X Neither

Definitions
Minority Business Enterprise

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

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

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

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

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

Woman Business Enterprise

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

OFFICE OF EQUAL OPPORTUNITY COPY

12/30/04

Taxpayer Identification#

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, please call our Registration Hotline at (609) [illegible]

We wish you continued success in your business endeavors.

Sincerely,

John E. Tully, CPA
Director

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

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

TAXPAYER NAME:
ARCHER & GREINER, A PROFESSIONAL CORPORA

TRADE NAME:

ADDRESS:
1 CENTENNIAL SQUARE
HADDONFIELD NJ 08033

SEQUENCE NUMBER:
0066793

EFFECTIVE DATE:
12/12/75

ISSUANCE DATE:
12/30/04

Director

FORM-BRC(08-01)

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

Item L. Certification of Compliance (Ord. 08-128)

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 Archer & Greiner (name of business entity) has not made any reportable contributions in the **one-year period preceding July 20, 2016 (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 Archer & Greiner (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:

Signed _____ Title: President
Print Name Christopher R. Gibson Date: July 11, 2016

Subscribed and sworn before me
this 15th day of July, 2016.
My Commission expires: 2019 Laurie Reiss (Affiant)

Laurie Reiss (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.

LAURIE E. REISS
NOTARY PUBLIC
STATE OF NEW JERSEY
MY COMMISSION EXPIRES SEPTEMBER 9, 2019

Outside Counsel Agreement

WHEREAS, the objective of this Agreement is to ensure the highest quality legal representation and services for the City of Jersey City (the "City") while maintaining effective supervision and cost controls; and

WHEREAS, the City issued a Request for Qualifications ("RFQ") seeking law firms interested in serving as Outside Counsel for the City when needed; and

WHEREAS, Archer & Greiner, P.C. ("Outside Counsel") submitted a response to the City issued RFQ; and

WHEREAS, the Corporation Counsel of the City of Jersey City ("Corporation Counsel") has selected the undersigned law firm as qualified to serve as Outside Counsel for the City;

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

I. CONFLICTS OF INTEREST

A. Initial Conflicts Check

Outside Counsel must be sensitive both to direct conflicts of interest that representation of the City and other clients poses, and to the less direct, but nevertheless serious, conflicts that may arise from the same firm's advocacy, on behalf of other clients, of positions conflicting with important City interests. Prior to Outside Counsel's engagement, Outside Counsel shall carefully review whether any conflicts of either type exist and, if so, bring those conflicts to the attention of the Corporation Counsel. The City shall be promptly informed of and consulted with respect to all potential conflicts. Although issue conflicts may not necessarily result in a disqualification of Outside Counsel, the City shall be consulted before Outside Counsel accepts an engagement that will require the firm to advocate a position that may be adverse to a City legal interest or otherwise prejudicial to the interests of the City. The City in its sole discretion shall, after consultation with Outside Counsel, determine whether an impermissible conflict exists, or whether other circumstances exist that would undermine the public's confidence if representation by Outside Counsel continued.

Outside Counsel's acceptance of an engagement on a matter without written disclosure of any conflicts constitutes Outside Counsel's representation that it has conducted an appropriate conflict check and no conflict exists.

B. City Conflicts

The City has a duty to protect the public interest. As part of this responsibility, the City sets policies to ensure that the legal system operates in a manner that safeguards the public's confidence in the integrity and impartiality of its administration. For this reason, in addition to

insisting that its attorneys follow the Rules of Professional Conduct, the City prohibits Outside Counsel that represent the City, while such matter is pending, from:

(1) Representing private parties before the City or any of its boards, proceedings, commissions or autonomous agencies in adversarial, transactional or non-adversarial proceedings. Outside Counsel also may not, on behalf of a private client, lobby the City or any City department.

(2) Representing private parties in any matter in which the City also is a party, if the private party has interests adverse to the City.

(3) Representing a private client with interests adverse to the City.

(4) Representing another client if that representation would present a substantial risk that Outside Counsel's responsibilities to the City would limit its ability to provide independent advice or diligent and competent representation either to the City or the other client.

(5) Representing another client where the Outside Counsel's knowledge of the City's legal positions or strategy, derived from its representation or prospective representation of theCity, could be used to the advantage of the other client or the disadvantage of the City.

C. Continuing Obligation

The obligation to disclose conflicts continues throughout the course of the representation. Outside Counsel must review conflicts of interest on an ongoing basis as new matters are opened. Any new attorney/client relationships that potentially create a conflict shall be reported the Corporation Counsel immediately.

D. Attorney-Client Privilege Group/No Representation of Other Persons/Entities Absent Approval

Outside attorneys engaged to represent the City (as opposed to a named person) shall consider themselves to have formed an attorney-client relationship *only* with the City, and not any of its individual employees. When speaking with current or former employees of the City, Outside Counsel shall, as appropriate, advise those employees that although their dialogue will be considered attorney-client communications to the fullest possible extent, counsel's responsibility is to the City and they do not represent those employees in their individual capacities. As a matter proceeds, if employees of the City will be examined under oath or interviewed in other adverse contexts, and if Outside Counsel believe it advisable for them to represent the employees in their individual capacities at such events, Outside Counsel must obtain the Corporation Counsel's advance consent before agreeing to represent such persons in their individual capacities. The Corporation Counsel, in consultation with other City personnel, will determine if it is appropriate for the individual to receive representation and, if so, by whom.

Outside Counsel who are engaged to represent both an entity and employees of that entity simultaneously shall take all necessary steps to ensure the continuing absence of conflicts, and to

preserve their ability to continue representing the entity in the event thatconflicts develop between the entity and individual clients.

II. WORKING RELATIONSHIP

A. Identification of Objectives/Relationship Attorney

The Corporation Counsel or his designee will be Outside Counsel's principal and regular point of contact for financial and strategic decisions. Only the Corporation Counsel or his designee has authority to direct Outside Counsel in the handling of the matter. If a City employee other than the Corporation Counsel or his designee asks Outside Counsel to proceed in a certain fashion or to perform certain activities with respect to a specific legal matter, Outside Counsel shall report the request to the Corporation Counsel and obtain direction prior to proceeding.

Outside counsel shall designate an Attorney to be the Corporation Counsel's principal contact. In all matters, the City remains ultimately responsible for making all substantive decisions and determining the costs and benefits of contemplated legal activity. In many matters, City attorneys will act as full co-counsel and be engaged with Outside Counsel in the day-to-day conduct of the case. In matters where Outside Counsel is handling that day-to-day conduct without City personnel as co-counsel, the City shall be consulted on a regular basis throughout the course of Outside Counsel's engagement and to be kept fully informed of the current status and proposed course of the matters assigned to Outside Counsel's firm. All strategic, tactical, staffing (including any proposed staffing changes) and significant resource allocation decisions about City legal matters must be made in collaboration with the Corporation Counsel.

B. Early Case Assessment/Cost Assessment

Each complex matter is to be thoroughly evaluated at its outset. The same applies to actions in which the City is the plaintiff, except that the analysis will be performed before the case is filed. In any matter, Outside Counsel shall provide an early case assessment that includes analysis of (1) likely costs to the City from the process, (2) possible outcomes, indicating the likelihood of each, and (3) strategy and tactics for termination or resolution. The format of the early case assessment may vary from a formal written document to a verbal briefing or a combination of a written budget with a verbal briefing on other aspects of the case.

Please note that time spent preparing a budget is not billable, but counsel may bill for time spent preparing an early case assessment or a recommended discovery plan.

The City places significant reliance on cost estimates and Outside Counsel shall prepare them with care. Although the City understands that unanticipated events may have an impact on costs, the City shall be consulted promptly if Outside Counsel believes that the most recent cost estimate provided is no longer accurate. Should total fees or costs exceed the agreed budget, or should fees or costs for a phase of the case exceed the agreed estimate for that phase, without adequate explanation in advance that the increased expense will be necessary, the City may require that an increased discount be applied to unanticipated fees or costs and reserves the right

not to pay Outside Counsel for any amounts incurred or expended in excess of the approved budget or estimate.

For bond matters and other transactional engagements, counsel may be expected to provide a fee cap for the transaction, approved by the City, prior to commencing work. Only where a transaction materially changes in scope will the City consider revisions to an agreed fee cap. No payments above the agreed fee cap shall be made unless and until a revised fee cap has been approved in writing by the Director of the City or his/her designee.

C. Staffing

Unless otherwise agreed, the senior attorney retained shall be directly and ultimately responsible for the entire assignment. The day-to-day involvement of that senior attorney, however, shall be appropriate to the magnitude of the matter and the efficiency required for a timely, cost effective, quality work product. When a senior attorney can handle an assignment most efficiently (based on skill and experience), that senior attorney shall complete the assignment.

The City shall be billed for only one attorney to attend events such as depositions, witness meetings, settlement conferences, negotiations and meetings with other parties' counsel. The City recognizes that in more complex matters and those with multiple work-streams, it may occasionally be appropriate for multiple attorneys to attend significant events and for members of the team to consult with each other. The City insists, however, that no more than the minimum number of attorneys necessary to an event attend, that billable internal conferences and charges for drafting and reading internal email correspondence occur only when absolutely required, and that the Corporation Counsel be regularly informed both of the number of attorneys who will attend significant events and the reason for the attendance of each billing timekeeper.

The City believes that it is most efficient for a single attorney or group of attorneys to handle a matter from beginning to end and Outside Counsel shall strive for such continuity. The City will not pay for learning time that may result from staffing changes at Outside Counsel's firm. In addition, the City will not reimburse Outside Counsel for any routine training or supervisory time, including time spent at seminars, unless specifically approved in advance and included as part of the budget. The City will not ordinarily pay for summer associate time unless such time has been identified as part of the approved staffing plan for appropriate work. The City will not pay for time submitted by librarians; secretaries; billing, filing, docketing or document clerks; internal messengers/couriers; temporary or clerical support staff; word processors; and IT professionals other than electronic discovery specialists serving a function similar to that of paralegals/case managers. The City also will not pay for time billed by attorneys or paralegals to perform tasks (filing, indexing, etc.) that could and should have been handled by support personnel.

D. Settlement

Outside Counsel shall have no settlement authority unless and until such authority is explicitly conferred on them by the Corporation Counsel. If Outside Counsel believes that settlement should be pursued, Outside Counsel must seek instructions in this regard from the Corporation

Counsel, and not pursue formal or informal settlement discussions without the Corporation Counsel's approval. Outside Counsel shall immediately inform the Corporation Counsel of any settlement proposal or overture, formal or informal, by the opposing party or counsel. Please note that under no circumstances can the City agree to designate a settlement agreement as confidential. All City settlement records are, by definition, public documents.

E. Media Relations/Law Firm Advertising

The City does not authorize outside counsel or vendors to comment publicly in any manner on any aspect of the City's legal matters. All media inquiries relating to the City shall be referred promptly to the Corporation Counsel and discussed with the Corporation Counsel before responding to the media contact in any manner. This includes even "no comment" or other non-substantive responses. If time is of the essence and Outside Counsel cannot reach the Corporation Counsel, the Press Secretary in the Office of the Mayor shall be contacted.

The City does not permit Outside Counsel to advertise or promote their relationship with the City, other than by listing the City as a representative client.

F. Engagement of E-Discovery and Other Vendors, Including Experts

Before engaging any vendor, including electronic discovery firms and experts, lobbyists or other consultants (in each case, a "vendor"), Outside Counsel must pre-clear that engagement with the Corporation Counsel, unless the Corporation Counsel has explicitly granted exceptions to this preclearance requirement. The City will not be responsible for vendor fees or costs unless that vendor's engagement was pre-approved by the City. The City may require Outside Counsel to engage vendors with which the City has master contracts or preferred pricing arrangements, and always will insist on engagement of the lowest-cost vendor qualified to handle a task (understanding that complex tasks may require vendors with specialized expertise).

Outside Counsel will pay all third-party service providers directly and will bill the City for those services' detailed disbursements included in monthly invoices. This City will not accept separate invoices from service providers directly to the City for payment.

Outside Counsel has the responsibility to ensure that there are no conflicts between any vendor and the City. In addition, all vendors must execute the confidentiality agreement attached as Appendix A. The fee and disbursement policies as outlined in this Agreement shall be made available to, and followed by vendors. It is Outside Counsel's responsibility to confirm that all third party billings comply with this Agreement.

Vendor payment arrangements shall be discussed in advance with the Corporation Counsel. In general, Outside Counsel shall contract with vendors themselves and pay the third party invoices directly, incorporating those invoices into their own bills to the City and including appropriate detail for reasonable review by City personnel. The City may request Outside Counsel to provide full copies of vendor invoices; Outside Counsel therefore shall retain those invoices in accordance with IRS guidelines. The Corporation Counsel may approve other payment

arrangements, including (in rare cases) direct contracting with and payment by the City.

When engaging court reporting services, Outside Counsel shall request only one transcript (electronic or hard copy). The City will not reimburse charges for additional transcripts.

G. Adherence to Ethical Standards

The City conducts itself in accordance with the highest ethical standards and expects the same of its Outside Counsel. No City employee ever has authority to instruct Outside Counsel to act in an unethical manner. If Outside Counsel believes that a City employee has engaged or will engage in illegal or unethical activity, Outside Counsel must immediately advise the Corporation Counsel. The City will terminate its relationship with any Outside Counsel who, in the City's sole discretion, fails to adhere to the foregoing ethical standards.

At all times, Outside Counsel will remain aware of and in compliance with each of the City's "Pay-to-Play" ordinances and any amendments thereto.

H. Gratuities

City officers and employees are prohibited from accepting any gift, favor, service or other thing of value related in any way to the City officer's or employee's public duties. In addition, any vendor to the City is prohibited from offering a gift or other thing of value to a City officer or employee with which the vendor transacts business or offers to transact business. Any City officer or employee is prohibited from soliciting a gift or thing of value from a City vendor. This includes charitable donations made in the name of a City employee.

The City reserves the right to amend this Agreement from time to time, providing written notification to Outside Counsel within thirty (30) days of the effective date of any substantive changes. Failure to accept amendments may result in the termination of services from the City.

I. Malpractice Insurance

Outside Counsel representing the City shall maintain malpractice insurance coverage that is reasonable and prudent in relation to the types and sizes of matters handled. Outside Counsel shall, upon request, promptly provide the Corporation Counsel with copies of any applicable policies required under this section, and/or a certificate of insurance. Each policy provided must be certified by the agent or underwriter to be a true copy. If Outside Counsel does not have coverage or if coverage is cancelled and not immediately replaced with comparable coverage, Outside Counsel must immediately report this to the Corporation Counsel.

J. File Retention

For Litigated Matters: Outside Counsel shall retain pleadings, correspondence, discovery materials, deposition transcripts and similar documents and work product for a period of no less than seven (7) years from the date the matter is concluded or for the time period specified by rule

or law in the jurisdiction in which the matter was pending, whichever is longer. Beyond this period, Outside Counsel shall notify the City in writing no less than sixty (60) days prior to destroying any file. Along with the written notification, Outside Counsel shall submit an inventory of any original City documents contained in the file to be destroyed and a representation that any electronic version of the file will also be destroyed or deleted.

For Bond and Other Transactions, and Advice Matters: Documents shall be retained in accordance with the same policies applicable to litigated matters unless applicable law mandates any longer retention schedule. However, bond counsel and transactional/advice counsel shall retain all transcripts of transactions and memoranda of advice indefinitely unless otherwise directed by the Corporation Counsel.

III. Billing

A. Rates

The total amount of this agreement shall not exceed $75,000.00.

The City will pay for actual services rendered at rates established in Requests for Qualifications or otherwise agreed to in advance. At the time of Outside Counsel's initial engagement, Outside Counsel shall furnish the Corporation Counsel with a schedule of billing rates for partners, associates and all other timekeepers expected to bill time against the matter for review and approval prior to billing time to the City. Because of City procurement rules, the rates applicable at the inception of each specific matter must remain in effect for the duration of that matter.

a. For services rendered or in connection with each bond sale a fee of $3,500 plus $1.00 per $1,000 of bonds issued.
b. For services rendered in connection with the preparation of each bond ordinance, a fee of $400 for each single purpose ordinance and $600 for each multi purpose ordinance.
c. The fee for any temporary financing involving a private placement and not involving numerous notes, preparation of an OS, complicated arbitrage analysis, investment yield restrictions or attendance at the closing shall be $1,250 for Bond Counsel's approving legal opinion and $.80 per $1,000 of bond, tax anticipation or emergency notes issued.
d. In the event of an advance refunding bond issue providing for an escrow agreement and an investment of the proceeds consistent with the restrictions of the IRS Code to provide payment of a prior issue of bonds, there will be a fee of $5,000 in addition to the fees described herein.
e. Services rendered beyond the scope of those described above will be billed at the hourly rates in effect when the services are rendered. These rates range from $75.00 to $150.00 per hour depending on the attorney or paralegal involved. RAB financing to be billed to private developer the rates range from $75.00 to $325.00 depending on the paralegal or attorney involved.
f. In the event that services are provided that do not result in the issuance of permanent or temporary obligations, the fee to be charged shall be provided in paragraph e above.

Hourly rates shall include all overhead costs (*see* Acceptable Fees/Charges, below), none of which shall be included in disbursements.

Time must be billed in 0.1 hour increments and on a per-task basis. The time entry description must be specific, detailing the action taken and the subject matter. Absent prior consent, the City will not pay for more than ten (10) hours of time by a single timekeeper in a single day, but the Corporation Counsel may increase that number of permissible hours in matters of special urgency or where cases are in or approaching trial.

Outside Counsel shall bear in mind that invoices may be disclosed pursuant to the City's open records laws and that courts may not sustain assertions of privilege by the City. Although the City will endeavor to redact privileged information before releasing bills for public consumption, Outside Counsel shall, to the extent practicable and consistent with the need to fully inform the City of its activities and to allow the City to evaluate the reasonableness of billing narratives, avoid the inclusion of privileged matter in invoices.

B. Invoicing Policy

All invoices must be submitted to the Corporation Counsel.

For litigation, advice, and non-bond transactional matters, Outside Counsel generally are expected to submit monthly invoices within thirty days of the conclusion of the billing period, absent the City's prior consent to a longer delay. All charges must reflect the work performed within the billing period or a reasonable time before the billing period. Absent good cause, as defined by the City, the City will not pay for services or expenses incurred more than 90 days prior to the date the invoice is submitted. For bond matters, Outside Counsel are expected to submit their invoice within thirty days of the conclusion of the transaction.

Absent a specific agreement to an alternative fee arrangement, Outside Counsel fees shall be computed by applying the negotiated hourly rate to the time for the services expended. Hours shown must accurately reflect the time spent on the described activity and must either be the exact amount of time or the exact time rounded down to the nearest one-tenth of an hour. Block billing—grouping multiple activities under a single time charge—will not be accepted, and the City will not pay for any time recorded in a block fashion unless this requirement is waived by the Director of the City of Law or his or her designee.

Every bill from Outside Counsel is deemed to be a certification by the firm and billing partner that all legal services and disbursements reflected on the bill are reasonable for the legal matter involved and necessary for the proper provision of legal services to the City.
The City may deduct certain fees and charges that are inconsistent with this Agreement.

The City reserves the right to audit all fee and disbursement details that Outside Counsel submit, as well as the corresponding legal file. The City will promptly terminate the services of any Outside Counsel whose billing practices raise questions about the Outside Counsel's integrity, honesty or compliance with the applicable rules of professional conduct or this Agreement.

C. Invoice Format
Each invoice will include the following minimum requirements:

- Unique invoice number
- Invoice date
- Matter name
- Outside Counsel's matter number
- Date(s) services were performed
- Timekeeper name or ID
- Timekeeper title or level
- A narrative description of the services provided or tasks performed for each specific task. The description shall clearly state the nature of the task performed sufficient to allow the City to determine why it was necessary. Incomplete or vague charge descriptions are unacceptable. Examples of incomplete or vague charges include, but are not limited to: 'analysis', 'review file,' 'conference', 'attention to matter'; 'worked on discovery', 'work on file', 'prepare for meeting', 'misc.', and 'other'.
- Time entry to the nearest tenth (.10) of an hour
- Timekeeper rate
- Charge total
- Detail of reimbursable expenses and disbursements at actual cost

The detailed billing report from Outside Counsel's system will provide this information. If Outside Counsel provides services on more than one matter during a billing period, a separate invoice for each matter is required.

D. Acceptable Fees/Charges

Overhead charges may not be billed. The City will not reimburse Outside Counsel for basic support services, which the City deems to be part of Outside Counsel's overhead and built into its rates. The City will not pay for any of the following items under any circumstances:

- Billing inquiries
- Opening and closing files
- Internal filing
- Secretarial services (including overtime charges)
- Word processing or proofreading
- Maintenance of a calendar or tickler system
- Investigating potential conflicts
- Preparing budgets
- Library usage (including book purchases or subscriptions) or library staff time
- Office supplies
- Conference room charges

E. Basic legal research may not be billed. Outside Counsel shall be familiar with

the basic substantive law at issue in the matter for which the firm was retained, and the City shall not be charged for this type of research. If legal research benefits other clients, only the proportionate share of that cost shall be billed to the City. The City shall also benefit from previously prepared briefs and memoranda, and when such briefs or memoranda exist, will pay only for actual time spent updating or tailoring the same. All other anticipated legal research shall be addressed in Outside Counsel's proposed budget. Legal research projects necessary in a particular litigation assignment must be approved in advance by the Corporation Counsel before the research is commenced.

The City will pay only for the actual time spent by Outside Counsel or other approved timekeeper conducting the research. As explained *infra*, fees charged by electronic or other research services, including library fees, Westlaw, Lexis and other online services are considered general overheard and are not reimbursable.

F. Out-of-pocket costs must be itemized and passed through with no markup. The City will reimburse Outside Counsel for reasonable, documented and itemized out-of-pocket disbursements and costs incurred on behalf of the City, with the exceptions and limitations set forth in this Agreement. Outside Counsel's invoices to the City shall reflect the actual cost and shall not include any markup. All disbursements must be fully itemized with a description sufficient for review, identifying the number of units, price per unit and total cost. The City may refuse to pay for disbursements billed as 'miscellaneous,' billed in a group (e.g., Travel Expenses - $4,000.00) or disbursements without descriptions.

G. Prohibited disbursements. The City considers certain disbursements to be part of a law firm's overhead and will not pay such charges. These items include:

- Rent (including temporary office space)
- Westlaw, Lexis and other legal database services
- Cost or usage of computers or mobile devices or internet service charges
- Equipment rental
- Storage charges
- Catering for internal meetings
- Meals (except during business travel, and then limited to $70 per day)
- Mileage for short trips (<30 miles one way)
- Travel costs exceeding discounted, non-refundable coach fares except where excess costs have been approved in advance
- Telephone charges
- Facsimile charges
- Allocated charges from a firm's blanket service agreements with outside vendors

H. Copying/scanning. Copying charges may be billed to the City at the lesser of the most favorable rate applied by Outside Counsel or five cents per page. The City will reimburse for document scanning at Outside Counsel firm's regular rate, up to a maximum of five cents per page, for document productions, but the City will not pay time charges associated with scanning, and there shall be no charges associated with the scanning and filing of court

papers and correspondence. Every effort shall be made to minimize scanning expenses by working with documents in electronic format whenever possible.

I. Couriers and Overnight Mail. The City will reimburse for actual charges billed to Outside Counsel for deliveries (including overnight express) that are necessary in the interest of speed and reliability. Outside Counsel shall use the lowest cost service consistent with need and reliability, and to arrange schedules, whenever practicable, to avoid the need for premium-priced couriers. Outside Counsel shall use less expensive means, such as email (encrypted, when necessary) or regular mail where it is practical to do so.

J. Travel Expenses. All air and rail travel must be first approved by the Corporation Counsel, ideally as part of the case budget. Outside Counsel shall use good judgment in selecting hotels and restaurants and incurring expenses for which the taxpayers are to be charged. Outside Counsel shall use alternatives to travel such as conference calls or videoconferences whenever practicable. If the travel involves another client, the City may be billed only for its proportionate share of both time and related expenses.
Non-working travel time is not billable without the Corporation Counsel's prior approval.

K. Reimbursement of Meals for Overnight Travel. The City will reimburse for meals consumed while traveling overnight on City business, but limited (absent prior approval) to no more than seventy dollars ($70) per person, per day. Under no circumstances will the City reimburse costs for alcoholic beverages.

L. Maintenance of Expense Records. To ensure compliance with the City's reimbursement policies, Outside Counsel shall require itemization of out-of-pocket expenses such as airline tickets, meals and hotel bills before making reimbursement to any attorney, employee or third party, and maintain original receipts. Travel and meal expenses and receipts may be audited and shall be retained by Outside Counsel in accordance with applicable IRS guidelines. Unless requested to do so by the City, Outside Counsel shall not forward copies of travel and meal expense receipts to the City with the firm's invoices.

M. Personal Expenses Not Reimbursable. Please take care to distinguish between personal expenses and properly chargeable business expenses. The City will not reimburse for, among other things, recreation fees, salon or spa charges, pay-per-view movies or other personal entertainment charges, airline baggage charges, travel agency expenses, shoe shines, toiletries, dry cleaning or laundry (except in the unlikely event travel of more than seven days' duration is required), or luggage.

N. Vendor discounts must be passed through. If Outside Counsel receives a discount or rebate from a vendor based on the aggregate level of business with that vendor, such discount shall be disclosed and the City shall receive the benefit on a proportionate basis. This does not include frequent-flyer miles or similar perquisites allocated to individual travelers.

IV. CONFIDENTIALITY

In the course of representing the City, Outside Counsel will frequently gain access to nonpublic

and confidential information. The City requires Outside Counsel to maintain the confidentiality of such information both during and after the course of Outside Counsel's representation of the City. Outside Counsel must have in place appropriate procedures to ensure the protection of all such information. In the event the representation requires Outside Counsel to become privy to protected personally-identifiable information about any person, such as health or financial records, Social Security numbers or other such information, then this information must be handled with the utmost care both within facilities in Outside Counsel's control, and certainly when that information is being transported. Under no circumstances shall such confidential information be transported outside Outside Counsel's offices--either physically or over the public internet--unless the information is appropriately encrypted. In the event information is compromised or potentially compromised, Outside Counsel must notify the City immediately.

Outside Counsel must follow all statutory, regulatory, and ethical provisions relating to privacy, confidentiality and nondisclosure of all privileged, proprietary and confidential information. Outside Counsel must take appropriate measures to ensure that all legal and nonlegal personnel are familiar with this requirement and are effectively supervised in this regard.

Vendors to whom Outside Counsel gives access to confidential or proprietary material of the City (including work product) must sign the confidentiality agreement attached as Appendix A. It is the responsibility of Outside Counsel to obtain a signed confidentiality agreement from each vendor and to retain those agreements.

This Confidentiality Section, and the corresponding Confidentiality Agreement attached as Appendix A, is above and beyond any relationships or privileges held or created separate and apart from this Agreement.

V. NEW JERSEY BUSINESS REGISTRATION REQUIREMENTS

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

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

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

A business organization that fails to provide a copy of a business registration as required pursuant to section 1 of P.L.2001, c.134 (C.52:32-44 et al.) or subsection e. or f. of section 92 of P.L.1977, c.110 (C.5:12-92), or that provides false business registration information under the requirements of either of those sections, shall be liable for a penalty of $25 for each day of

violation, not to exceed $50,000 for each business registration copy not properly provided under a contract with a contracting agency.

VI. TERMINATION

The City reserves the right to terminate the within Agreement at any time for any reason whatsoever, in which event Outside Counsel shall be paid for services due up to the date of termination. Thereafter, this Agreement shall be considered null and void with no further rights or obligations emanating therefrom. Unless sooner terminated or renewed, this contract shall be for a term of one (1) year commencing on the date the contract is executed by City officials.

VII. GENERAL TERMS.

A. Governing Law/Jurisdiction

This Agreement will be interpreted in accordance with, and governed by, the laws of the State of New Jersey. The courts of the State of New Jersey will have exclusive jurisdiction and the parties irrevocably attorn to the jurisdiction of such courts.

B. Counterparts Clause

This Agreement may be executed by e-mail in counterparts all of which will be deemed originals and legally binding once delivered to each of the other parties' authorized e-mail addresses and such delivery is acknowledged by reply e-mail. Although not necessary to legally bind the parties, each party agrees to promptly circulate signed originals in sufficient number to the other parties for record-keeping purposes after completing the e-mail execution and delivery. All counterparts when executed and delivered (by e-mail or in paper form) will be construed together to be an original and will constitute one and the same agreement.

C. City of Jersey City Contractor Pay-to-Play Reform Ordinance

This contract was awarded in accordance with the City of Jersey City's Contractor Pay-to-Play Reform Ordinance, Section 3-51.1 of the City Code. As such the undersigned does hereby attest that Outside Counsel, its subsidiaries, assigns or principals have neither made a reportable contribution in the one year period preceding the date that the City Council awards the contract that would be deemed to be a violation of Section 3-51.1, nor will Consultant, its subsidiaries, assigns or principals make a reportable contribution during the term of the contract that would be in violation of Section 3-51.1.

D. City of Jersey City Lobbyist Disclosure Ordinance

This contract was awarded in accordance with the provisions of the City's Disclosure of Lobbyist Representative Status Ordinance §3-9.1 et seq. adopted on June 12, 2002. As such the undersigned does hereby attest that Outside Counsel either did not retain the services of a lobbyist to lobby on behalf of Outside Counsel for the award of this contract, or if a lobbyist was retained by the Outside Counsel for such purposes, the Outside Counsel's lobbyist, prior to commencing his/her lobbying activities, filed a notice of lobbyist representative status form with the City Clerk. Any Outside Counsel whose lobbyist failed to comply with the provisions of Ordinance §3-9.1 et seq, following notice and an opportunity to be heard, shall be disqualified from entering into contracts with the City for a period of two (2) years for each violation.

E. Compliance with Affirmative Action Plan

(a) If the Agreement exceeds $40,000, it shall also be subject to the Affirmative Action amendments to the Law Against Discrimination, N.J .S.A. 10:5·31 et seq.

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

1) A supplemental Affirmative Action Agreement pursuant to N.J.S.A.10:5·31 et seq. (for contracts which exceed $40,000). Exhibit "A" is attached hereto and incorporated herein by reference.

2) An Affirmative Action Employee Information Report (form AA· 302) for contracts which exceed $40,000;

By accepting an engagement by the City, law firms will be deemed to have familiarized themselves with this agreement and to have agreed to adhere to it in all respects, now and as they may be amended from time to time upon written notice and acceptance. This acceptance is a matter both of contract and professional responsibility.

IN WITNESS WHEREOF, the parties have executed this Agreement and have agreed that it shall be effective as of the _____ day of _____, 2016.

Attest:

City of Jersey City

_____

Robert Byrne
City Clerk

_____

Robert Kakoleski
Business Administrator

WITNESS:

_____

_____

By:
Firm:

APPENDIX A CONFIDENTIALITY AGREEMENT

CONFIDENTIALITY AGREEMENT

_____ (Subcontractor), as a contractor of Outside Counsel retained by the City of Jersey City (the "City") pursuant to an "Outside Counsel Agreement" dated _____, hereby acknowledges and agrees as follows:

1. All documents and data, including but not limited to financial, statistical, personnel, customer and/or technical documents, owned or supplied by the City to the Subcontractor, shall be treated as confidential (Documents and Data). The Subcontractor shall take all necessary and reasonable precautions to ensure that the City's Documents and Data are safeguarded. Use of the Documents and Data is strictly limited to that use necessary to complete the scope of work agreed upon, which may include disclosure to employees, officers or agents of any subcontractor assisting with the scope of work. Any other use, and any sale or offering of the Documents and Data in any form by the Subcontractor, or any individual or entity in the Subcontractor's charge or employ, will be considered a violation of this Confidentiality Agreement and may result in termination of the agreement between Subcontractor and the law firm retained by the City, and the Subcontractor's suspension or debarment from City contracting. In addition, such conduct may be reported to the appropriate authorities for possible criminal prosecution.

2. Subcontractor shall be responsible to ensure that all agents and individuals or entities in the Subcontractor's charge or employ adhere to this Confidentiality Agreement. A breach of confidentiality by any individual or entity in the Subcontractor's charge or employ will be considered a violation of this Confidentiality Agreement by the Subcontractor.

3. In the event that Subcontractor, its agent or any individual or entity in the Subcontractor's charge or employ receives a subpoena, demand, or other request for any of the City's documents or data, Subcontractor shall promptly notify the City and shall not turn over any of the City's documents or data.

4. The Subcontractor shall comply with all applicable City and Federal laws that require the notification of individuals in the event of unauthorized release of personally-identifiable information or other event requiring notification. In the event of a breach of any of the Subcontractor's confidentiality obligations or other event requiring notification under applicable law ("Notification Event"), the Subcontractor agrees to assume responsibility for informing all such individuals in accordance with applicable law and to indemnify, hold harmless and defend the City and its trustees, officers, and employees from and against any claims, damages, or other harm related to such Notification Event.

5. Upon termination of this Confidentiality Agreement the Subcontractor shall return or erase, destroy, and render unreadable all Subcontractor copies of City Documents and Data, both physical and electronic, and certify in writing that these actions have been completed within 30

days of the termination of this Confidentiality Agreement or within 14 days of the request of an agent of the City, whichever shall come first.

6. This Confidentiality Agreement shall survive the Subcontractor's termination of the contract between the law firm retained by the City and Subcontractor or upon completion of the scope of work related to the City.

Subcontractor/Firm: _____

By: _____

Title: _____

Date: _____

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

City Clerk File No. Res. 16.719

Agenda No. 10.Z.1

Approved: OCT 2 6 2016

TITLE:

RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH GLUCK WALRATH, LLP. TO PROVIDE LEGAL COUNSEL (BOND COUNSEL) TO THE CITY OF JERSEY CITY

COUNCIL offered and moved adoption of the following resolution:

WHEREAS, in order for the City of Jersey City, (the "City") to issue, sell, and deliver bonds, bond anticipation notes, school promissory notes, tax appeal, refunding notes, restructuring and other obligations of the City in the tax-exempt securities market, the City must retain bond counsel to provide legal services; and

WHEREAS, the City desires to retain qualified bond counsel in connection with the authorization, issuance, sale and delivery of said City obligations from time to time; and

WHEREAS, the City posted notice on its website of a Request for Qualifications (RFQ) for bond counsel services; and

WHEREAS, Gluck Walrath, LLP possess the qualifications and expertise to provide these professional legal services; and

WHEREAS, Gluck Walrath, LLP agreed to provide necessary legal services required to provide for the authorization, issuance, sale and delivery of the City obligations and related special counsel legal services in accordance with this resolution; and

WHEREAS, the agreement authorized is effective as of October 26, 2016 and shall end on October 25, 2017 inclusive; and

WHEREAS, the total amount of the contract shall not exceed the sum of $125,000; and

WHEREAS, funds in the amount of $125,000 are available in Account No. 04-215 55-83-923-990; 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, this contract is awarded pursuant to the "fair and open" provisions of N.J.S.A. 19:44A-20.4 et seq. (the "Pay to Play" Law);

WHEREAS, Gluck Walrath, LLP has submitted its Certification of Compliance with the City's Contractor Pay-to-play Reform Ordinance adopted on September 3, 2008.

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

1. The Mayor or Business Administrator is authorized to execute a professional services agreement, in substantially the form of the attached, with Gluck Walrath, LLP, for providing legal counsel in connection with the authorization, issuance, sale and delivery of City obligations from time to time for a contract term commencing on October 26, 2016 and ending on October 25, 2017 for a total contract amount not to exceed $125,000.00 which is based on the following fee schedule:

TITLE:

A. For services rendered with respect to permanent obligations the transactional fee shall be $3,500 plus $1.00 per $1,000 of permanent obligations issued and with respect to temporary obligations, the transactional fee shall be $0.50 per $1,000 of temporary obligations with a minimum fee of $2,500. Review of any Preliminary or Final Official Statement and review of any Local Finance Board application is included in such transactional fee.

B. For refunding bond issues providing for an escrow agreement and an investment of the proceeds consistent with the restrictions of the Internal Revenue Code to provide for the payment of a prior issue of bonds there will be a $5,000 fee.

C. For services rendered in connection with the preparation of the Official Statement or Local Finance Board application an additional transactional fee not to exceed $7,500 for preparation of the Official Statement and not to exceed $3,000 for preparation of the Local Finance Board application shall be charged.

D. Services rendered beyond the scope of those described above will be billed at the hourly rates for attorneys and paralegals set forth in the agreement attached hereto. These rates range from $80.00 to $325.00 per hour depending on the attorney or paralegal involved.

E. In the event that services are provided that do not result in the issuance of permanent or temporary obligations, the fee to be charged shall be provided in D. above.

2. This contract is awarded as a professional services agreement under the Local Public Contracts Law, N.J.S.A. 40A:11-5(1)(a)(i);

3. This contract is awarded pursuant to the "fair and open" provisions of N.J.S.A. 19:44A-20.4 et seq. (the "Pay to Play" Law);

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

5. The award of this contract shall be subject to the condition that Gluck Walrath, LLP, provide satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-1 et seq.; and

6. Notice of this action shall be published in a newspaper of general circulation within the municipality as required by law within (10) days of this award.

I, Donna Mauer Donna Mauer, Chief Financial Officer certify that funds in the amount of $125,000 are available in Account No. 04-215-55-923-990. PO# 122796

APPROVED: Donna Mauer, CFO

APPROVED: _____
Business Administrator

APPROVED AS TO LEGAL FORM

_____
Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 10.26.16											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
HALLANAN	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

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

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

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

RESOLUTION FACT SHEET - CONTRACT AWARD

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

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH GLUCK WALRATH, LLP. TO PROVIDE LEGAL COUNSEL (BOND COUNSEL) TO THE CITY OF JERSEY CITY

Project Manager

Department/Division	Administration	Management & Budget
Name/Title	Donna Mauer	Chief Financial Officer
Phone/email	201-547-5042	DonnaM@jcnj.org

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

Contract Purpose

To retain qualified bond counsel to provide professional legal services in connection with issuance of certain obligations and legal advice with respect to the Local Bond Law.

Cost (Identify all sources and amounts)

Capital Funds
This contract is funded from the proceeds of bond/notes sales

Contract term (include all proposed renewals)

October 26, 2016 – October 25, 2017

Type of award Fair and Open - RFQ

If "Other Exception", enter type

Additional Information

I certify that all the facts presented herein are accurate.

Donna Mauer 10/18/16

Signature of Department Director **Date**

REQUIRED ADMINISTRATIVE FORMS

Please place the checklist and the required forms which follow at the front of your packet to facilitate the review of your submission.

CITY OF JERSEY CITY

PROJECT: Bond Counsel Services

RESPONDENT: GluckWalrath LLP

RESPONDENT'S CHECKLIST

Item	Respondent Initials	AA/EEO Review
A. Non-Collusion Affidavit properly notarized		
B. Public Disclosure Statement		
C. Mandatory Affirmative Action Language		
D. Affirmative Action Compliance Notice		
E. Employee Information Report		
F. Americans with Disabilities Act		
G. MWBE Questionnaire (2 Copies)		
H. Business Registration Certificate		
I. Letter of Qualification		
J. Letter of Intent		
K. Price Proposal		
L. Certification of Compliance (Ord. 08-128)		
M. Original signature(s) on all required forms.		

Item A. Non-Collusion Affidavit

STATE OF NEW JERSEY
CITY OF JERSEY CITY ss:

I certify that I am Managing Partner

of the firm of GluckWalrath LLP

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) Christopher Walrath

SUBSCRIBED AND SWORN TO
BEFORE ME THIS DAY July 18 OF 2016

(TYPE OR PRINT NAME OF
AFFIANT UNDER SIGNATURE)

NOTARY PUBLIC OF
MY COMMISSION EXPIRES: 20

CHARLENE M. HURLEY
Notary Public State of New Jersey
My Commission Expires April 9, 2019

(NOTE: THIS FORM MUST BE COMPLETED, NOTARIZED AND RETURNED WITH THIS PROPOSAL).

Item B. 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.

PLEASE UTLITIZE SEPARATE SHEET WITH HEADINGS IF NECESSARY

STOCKHOLDERS:

Name	Address	% Owned
Michael H. Gluck	23 Wanamassa Point Road, Ocean, NJ 07712	%41.50
Christopher M. Walrath	218 Washington Lane, Locust, NJ 07760	%41.50
James G. Fearon	24 Westminster Drive, Princeton Junction, NJ 08850	%9.07

SIGNATURE: Christopher M. Walrath

TITLE: Managing Partner

SUBSCRIBED
AND SWORN TO
BEFORE ME THIS DAY OF July 18, 2016
(TYPE OR PRINT NAME OF
AFFIANT UNDER SIGNATURE)

NOTARY PUBLIC OF
MY COMMISSION EXPIRES: 20_____.

CHARLENE M. HURLEY
Notary Public State of New Jersey
My Commission Expires Nov. 9, 2019

(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 employmentgoals established in accordance with N.J.A.C. 17:27-5.2.

EXHIBIT A (*Continuation*)

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

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

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract_compliance

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

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

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

The undersigned vendor further agrees to furnish the required forms of evidence and

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

Representative's Name/Title (Print): GluckWalrath LLP

Representative's Signature:

Name of Company: Michael H. Gluck, Managing Partner

Tel. No.: 609-278-3900 Date: 7/18/16

Item F. Americans with Disabilities Act

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

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

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

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

Representative's Name/Title Print): Michael H. Gluck, Managing Partner
Representative's Signature: _____
Name of Company: GluckWalrath LLP
Tel. No.: 609-278-3900 Date: 7/18/16

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: GluckWalrath LLP

Address: 428 River View Plaza, Trenton, NJ 08611

Telephone No.: 609-278-3900

Contact Name: Michael H. Gluck

Please check applicable category:

____ Minority Owned Business (MBE)

____ Minority& Woman Owned Business (MWBE)

____ Woman Owned business (WBE)

xx Neither

Definitions
Minority Business Enterprise

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

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

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

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

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

Woman Business Enterprise

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

DIVISION OF PURCHASING COPY

STATE OF NEW JERSEY

BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT OF TREASURY
DIVISION OF REVENUE
PO BOX [illegible]
TRENTON, NJ [illegible]

TAXPAYER NAME:
GLUCK WALRATH LLP

TRADE NAME:

TAXPAYER IDENTIFICATION#:

SEQUENCE NUMBER:
[illegible]535

ADDRESS:
428 RIVERVIEW PLAZA
TRENTON NJ [illegible]

ISSUANCE DATE:
09/02/04

EFFECTIVE DATE:
12/16/02

Acting Director

FORM-BRC(08-01)

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

Item L. Certification of Compliance (Ord. 08-128)

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 GluckWalrath LLP (name of business entity) has not made any reportable contributions in the **one-year period preceding July 30, 2016-July 30, 2017 (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 GluckWalrath LLP (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: GluckWalrath LLP

Signed _____ Title: Managing Partner
Print Name Michael H. Gluck Date: 7/18/16

Subscribed and sworn before me
this 18th day of July, 2016.
My Commission expires:

CHARLENE M. HURLEY
Notary Public State of New Jersey
My Commission Expires April 9, 2019

(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.

ALLIED WORLD
ASSURANCE COMPANY

ALLIED WORLD INSURANCE COMPANY
1690 New Britain Avenue, Suite 101, Farmington, CT 06032
Tel. (860) 284-1300 Fax (860) 284-1301

ALLIED WORLD *LPL ASSURE*
LAWYERS PROFESSIONAL LIABILITY INSURANCE POLICY

POLICY NUMBER: 0308-7603 RENEWAL OF: 0308-7603

THIS IS A CLAIMS MADE POLICY WHICH APPLIES ONLY TO CLAIMS FIRST MADE DURING THE POLICY PERIOD OR ANY EXTENDED REPORTING PERIOD, AND REPORTED IN ACCORDANCE WITH SECTION V.E. OF THE POLICY. ONCE THE LIABILITY LIMITS HAVE BEEN EXHAUSTED BY DAMAGES, THE INSURER HAS NO FURTHER OBLIGATION. PLEASE READ THE ENTIRE POLICY CAREFULLY.

DECLARATIONS

Item 1. Name and Mailing Address of Named Insured:

Gluck Walrath, LLP
428 River View Plaza
Trenton, NJ 08611

Item 2. Policy Period:

(a) Inception Date: January 1, 2016
(b) Expiration Date: January 1, 2017
At 12:01 a.m. Standard Time at the Mailing Address Shown Above

Item 3. Limits of Liability:

I. Limits of Liability for Insuring Agreements

(a) $5,000,000 Limit of Liability for each and every Claim under Insuring Agreement I.

(b) $5,000,000 Limit of Liability for all Claims under Insuring Agreement I.

II. Limits of Liability for Additional Coverages

(a) $25,000 Shared Aggregate Limit of Liability for all amounts payable under Additional Coverage A., Supplemental Privacy Coverage.

(b) $500,000 Limit of Liability for each and every Claim under Additional Coverage B., Non-Profit Directors & Officers Coverage.

$500,000 Limit of Liability for all Claims under Additional Coverage B., Non-Profit Directors & Officers Coverage.

(c) $30,000 Limit of Liability for all personal earnings, under Additional Coverage C.; provided that this Limit of Liability is further limited as follows:

(i) $500 for personal earnings lost each day

(ii) $15,000 for personal earnings per Claim

(d) $20,000 Limit of Liability for all fees, costs and expenses incurred from each and every Disciplinary Proceeding under Additional Coverage D.

$60,000 Limit of Liability for all fees, costs and expenses incurred from all Disciplinary Proceedings under Additional Coverage D.

(e) $5,000 Limit of Liability for all fees and costs incurred from the Insured receiving a Subpoena arising out of Legal Services under Additional Coverage E.

III. Policy Aggregate Limit of Liability

(a) $5,000,000 Aggregate Limit of Liability for all amounts payable under Insuring Agreement I. and Additional Coverages A. and B. The Aggregate Limit of Liability does not apply to the Additional Coverages C., D. and E.

Item 4. Retentions:

(a) $20,000 each and every Claim under Insuring Agreement I.

(b) $5,000 each and every Material Event; each and every Privacy Wrongful Act; and each and every Data Breach under Additional Coverage A.

(c) $20,000 each and every Claim under Additional Coverage B.

No Retention shall apply to Additional Coverages C., D. and E.

Item 5. Address of Insurer For Notices Under This Policy:

Claim-Related Notices:
noticeofloss@awac.com

All Other Notices:
1690 New Britain Avenue Farmington, CT 06032

Item 6. Premium: $45,793.00

Item 7. Retroactive Date: None - Prior Acts Coverage Provided

Item 8. Endorsements Attached at Issuance:

1. LPL 00032 29 (11/2013) New Jersey Amendatory
2. LPL 00051 29 (11/2013) New Jersey Amendatory Endorsement - Payment of Claim Expenses for Policies with Limits of Liability of $1,000,000 or More
3. LPL 00058 00 (11/2013) Retention Applies to Damages Only
4. LPL 00060 00 (11/2013) Amend Selection of Defense Counsel
5. LPL 00096 00 (11/2013) Prior Knowledge Date

In Witness Whereof, the **Insurer** has caused this Policy to be executed and attested. This Policy shall not be valid unless countersigned by a duly authorized representative of the **Insurer**.

President

Asst. Secretary

AUTHORIZED REPRESENTATIVE

Outside Counsel Agreement

WHEREAS, the objective of this Agreement is to ensure the highest quality legal representation and services for the City of Jersey City (the "City") while maintaining effective supervision and cost controls; and

WHEREAS, the City issued a Request for Qualifications ("RFQ") seeking law firms interested in serving as Outside Counsel for the City when needed; and

WHEREAS, Gluck Walrath, LLP ("Outside Counsel") submitted a response to the City issued RFQ; and

WHEREAS, the Corporation Counsel of the City of Jersey City ("Corporation Counsel") has selected the undersigned law firm as qualified to serve as Outside Counsel for the City;

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

I. CONFLICTS OF INTEREST

A. Initial Conflicts Check

Outside Counsel must be sensitive both to direct conflicts of interest that representation of the City and other clients poses, and to the less direct, but nevertheless serious, conflicts that may arise from the same firm's advocacy, on behalf of other clients, of positions conflicting with important City interests. Prior to Outside Counsel's engagement, Outside Counsel shall carefully review whether any conflicts of either type exist and, if so, bring those conflicts to the attention of the Corporation Counsel. The City shall be promptly informed of and consulted with respect to all potential conflicts. Although issue conflicts may not necessarily result in a disqualification of Outside Counsel, the City shall be consulted before Outside Counsel accepts an engagement that will require the firm to advocate a position that may be adverse to a City legal interest or otherwise prejudicial to the interests of the City. The City in its sole discretion shall, after consultation with Outside Counsel, determine whether an impermissible conflict exists, or whether other circumstances exist that would undermine the public's confidence if representation by Outside Counsel continued.

Outside Counsel's acceptance of an engagement on a matter without written disclosure of any conflicts constitutes Outside Counsel's representation that it has conducted an appropriate conflict check and no conflict exists.

B. City Conflicts

The City has a duty to protect the public interest. As part of this responsibility, the City sets policies to ensure that the legal system operates in a manner that safeguards the public's confidence in the integrity and impartiality of its administration. For this reason, in addition to

insisting that its attorneys follow the Rules of Professional Conduct, the City prohibits Outside Counsel that represent the City, while such matter is pending, from:

(1) Representing private parties before the City or any of its boards, proceedings, commissions or autonomous agencies in adversarial, transactional or non-adversarial proceedings. Outside Counsel also may not, on behalf of a private client, lobby the City or any City department.

(2) Representing private parties in any matter in which the City also is a party, if the private party has interests adverse to the City.

(3) Representing a private client with interests adverse to the City.

(4) Representing another client if that representation would present a substantial risk that Outside Counsel's responsibilities to the City would limit its ability to provide independent advice or diligent and competent representation either to the City or the other client.

(5) Representing another client where the Outside Counsel's knowledge of the City's legal positions or strategy, derived from its representation or prospective representation of theCity, could be used to the advantage of the other client or the disadvantage of the City.

C. Continuing Obligation

The obligation to disclose conflicts continues throughout the course of the representation. Outside Counsel must review conflicts of interest on an ongoing basis as new matters are opened. Any new attorney/client relationships that potentially create a conflict shall be reported the Corporation Counsel immediately.

D. Attorney-Client Privilege Group/No Representation of Other Persons/Entities Absent Approval

Outside attorneys engaged to represent the City (as opposed to a named person) shall consider themselves to have formed an attorney-client relationship *only* with the City, and not any of its individual employees. When speaking with current or former employees of the City, Outside Counsel shall, as appropriate, advise those employees that although their dialogue will be considered attorney-client communications to the fullest possible extent, counsel's responsibility is to the City and they do not represent those employees in their individual capacities. As a matter proceeds, if employees of the City will be examined under oath or interviewed in other adverse contexts, and if Outside Counsel believe it advisable for them to represent the employees in their individual capacities at such events, Outside Counsel must obtain the Corporation Counsel's advance consent before agreeing to represent such persons in their individual capacities. The Corporation Counsel, in consultation with other City personnel, will determine if it is appropriate for the individual to receive representation and, if so, by whom.

Outside Counsel who are engaged to represent both an entity and employees of that entity simultaneously shall take all necessary steps to ensure the continuing absence of conflicts, and to

preserve their ability to continue representing the entity in the event thatconflicts develop between the entity and individual clients.

II. WORKING RELATIONSHIP

A. Identification of Objectives/Relationship Attorney

The Corporation Counsel or his designee will be Outside Counsel's principal and regular point of contact for financial and strategic decisions. Only the Corporation Counsel or his designee has authority to direct Outside Counsel in the handling of the matter. If a City employee other than the Corporation Counsel or his designee asks Outside Counsel to proceed in a certain fashion or to perform certain activities with respect to a specific legal matter, Outside Counsel shall report the request to the Corporation Counsel and obtain direction prior to proceeding.

Outside counsel shall designate an Attorney to be the Corporation Counsel's principal contact. In all matters, the City remains ultimately responsible for making all substantive decisions and determining the costs and benefits of contemplated legal activity. In many matters, City attorneys will act as full co-counsel and be engaged with Outside Counsel in the day-to-day conduct of the case. In matters where Outside Counsel is handling that day-to-day conduct without City personnel as co-counsel, the City shall be consulted on a regular basis throughout the course of Outside Counsel's engagement and to be kept fully informed of the current status and proposed course of the matters assigned to Outside Counsel's firm. All strategic, tactical, staffing (including any proposed staffing changes) and significant resource allocation decisions about City legal matters must be made in collaboration with the Corporation Counsel.

B. Early Case Assessment/Cost Assessment

Each complex matter is to be thoroughly evaluated at its outset. The same applies to actions in which the City is the plaintiff, except that the analysis will be performed before the case is filed. In any matter, Outside Counsel shall provide an early case assessment that includes analysis of (1) likely costs to the City from the process, (2) possible outcomes, indicating the likelihood of each, and (3) strategy and tactics for termination or resolution. The format of the early case assessment may vary from a formal written document to a verbal briefing or a combination of a written budget with a verbal briefing on other aspects of the case.

Please note that time spent preparing a budget is not billable, but counsel may bill for time spent preparing an early case assessment or a recommended discovery plan.

The City places significant reliance on cost estimates and Outside Counsel shall prepare them with care. Although the City understands that unanticipated events may have an impact on costs, the City shall be consulted promptly if Outside Counsel believes that the most recent cost estimate provided is no longer accurate. Should total fees or costs exceed the agreed budget, or should fees or costs for a phase of the case exceed the agreed estimate for that phase, without adequate explanation in advance that the increased expense will be necessary, the City may require that an increased discount be applied to unanticipated fees or costs and reserves the right

not to pay Outside Counsel for any amounts incurred or expended in excess of the approved budget or estimate.

For bond matters and other transactional engagements, counsel may be expected to provide a fee cap for the transaction, approved by the City, prior to commencing work. Only where a transaction materially changes in scope will the City consider revisions to an agreed fee cap. No payments above the agreed fee cap shall be made unless and until a revised fee cap has been approved in writing by the Director of the City or his/her designee.

C. Staffing

Unless otherwise agreed, the senior attorney retained shall be directly and ultimately responsible for the entire assignment. The day-to-day involvement of that senior attorney, however, shall be appropriate to the magnitude of the matter and the efficiency required for a timely, cost effective, quality work product. When a senior attorney can handle an assignment most efficiently (based on skill and experience), that senior attorney shall complete the assignment.

The City shall be billed for only one attorney to attend events such as depositions, witness meetings, settlement conferences, negotiations and meetings with other parties' counsel. The City recognizes that in more complex matters and those with multiple work-streams, it may occasionally be appropriate for multiple attorneys to attend significant events and for members of the team to consult with each other. The City insists, however, that no more than the minimum number of attorneys necessary to an event attend, that billable internal conferences and charges for drafting and reading internal email correspondence occur only when absolutely required, and that the Corporation Counsel be regularly informed both of the number of attorneys who will attend significant events and the reason for the attendance of each billing timekeeper.

The City believes that it is most efficient for a single attorney or group of attorneys to handle a matter from beginning to end and Outside Counsel shall strive for such continuity. The City will not pay for learning time that may result from staffing changes at Outside Counsel's firm. In addition, the City will not reimburse Outside Counsel for any routine training or supervisory time, including time spent at seminars, unless specifically approved in advance and included as part of the budget. The City will not ordinarily pay for summer associate time unless such time has been identified as part of the approved staffing plan for appropriate work. The City will not pay for time submitted by librarians; secretaries; billing, filing, docketing or document clerks; internal messengers/couriers; temporary or clerical support staff; word processors; and IT professionals other than electronic discovery specialists serving a function similar to that of paralegals/case managers. The City also will not pay for time billed by attorneys or paralegals to perform tasks (filing, indexing, etc.) that could and should have been handled by support personnel.

D. Settlement

Outside Counsel shall have no settlement authority unless and until such authority is explicitly conferred on them by the Corporation Counsel. If Outside Counsel believes that settlement should be pursued, Outside Counsel must seek instructions in this regard from the Corporation

Counsel, and not pursue formal or informal settlement discussions without the Corporation Counsel's approval. Outside Counsel shall immediately inform the Corporation Counsel of any settlement proposal or overture, formal or informal, by the opposing party or counsel. Please note that under no circumstances can the City agree to designate a settlement agreement as confidential. All City settlement records are, by definition, public documents.

E. Media Relations/Law Firm Advertising

The City does not authorize outside counsel or vendors to comment publicly in any manner on any aspect of the City's legal matters. All media inquiries relating to the City shall be referred promptly to the Corporation Counsel and discussed with the Corporation Counsel before responding to the media contact in any manner. This includes even "no comment" or other non-substantive responses. If time is of the essence and Outside Counsel cannot reach the Corporation Counsel, the Press Secretary in the Office of the Mayor shall be contacted.

The City does not permit Outside Counsel to advertise or promote their relationship with the City, other than by listing the City as a representative client.

F. Engagement of E-Discovery and Other Vendors, Including Experts

Before engaging any vendor, including electronic discovery firms and experts, lobbyists or other consultants (in each case, a "vendor"), Outside Counsel must pre-clear that engagement with the Corporation Counsel, unless the Corporation Counsel has explicitly granted exceptions to this preclearance requirement. The City will not be responsible for vendor fees or costs unless that vendor's engagement was pre-approved by the City. The City may require Outside Counsel to engage vendors with which the City has master contracts or preferred pricing arrangements, and always will insist on engagement of the lowest-cost vendor qualified to handle a task (understanding that complex tasks may require vendors with specialized expertise).

Outside Counsel will pay all third-party service providers directly and will bill the City for those services' detailed disbursements included in monthly invoices. This City will not accept separate invoices from service providers directly to the City for payment.

Outside Counsel has the responsibility to ensure that there are no conflicts between any vendor and the City. In addition, all vendors must execute the confidentiality agreement attached as Appendix A. The fee and disbursement policies as outlined in this Agreement shall be made available to, and followed by vendors. It is Outside Counsel's responsibility to confirm that all third party billings comply with this Agreement.

Vendor payment arrangements shall be discussed in advance with the Corporation Counsel. In general, Outside Counsel shall contract with vendors themselves and pay the third party invoices directly, incorporating those invoices into their own bills to the City and including appropriate detail for reasonable review by City personnel. The City may request Outside Counsel to provide full copies of vendor invoices; Outside Counsel therefore shall retain those invoices in accordance with IRS guidelines. The Corporation Counsel may approve other payment

arrangements, including (in rare cases) direct contracting with and payment by the City.

When engaging court reporting services, Outside Counsel shall request only one transcript (electronic or hard copy). The City will not reimburse charges for additional transcripts.

G. Adherence to Ethical Standards

The City conducts itself in accordance with the highest ethical standards and expects the same of its Outside Counsel. No City employee ever has authority to instruct Outside Counsel to act in an unethical manner. If Outside Counsel believes that a City employee has engaged or will engage in illegal or unethical activity, Outside Counsel must immediately advise the Corporation Counsel. The City will terminate its relationship with any Outside Counsel who, in the City's sole discretion, fails to adhere to the foregoing ethical standards.

At all times, Outside Counsel will remain aware of and in compliance with each of the City's "Pay-to-Play" ordinances and any amendments thereto.

H. Gratuities

City officers and employees are prohibited from accepting any gift, favor, service or other thing of value related in any way to the City officer's or employee's public duties. In addition, any vendor to the City is prohibited from offering a gift or other thing of value to a City officer or employee with which the vendor transacts business or offers to transact business. Any City officer or employee is prohibited from soliciting a gift or thing of value from a City vendor. This includes charitable donations made in the name of a City employee.

The City reserves the right to amend this Agreement from time to time, providing written notification to Outside Counsel within thirty (30) days of the effective date of any substantive changes. Failure to accept amendments may result in the termination of services from the City.

I. Malpractice Insurance

Outside Counsel representing the City shall maintain malpractice insurance coverage that is reasonable and prudent in relation to the types and sizes of matters handled. Outside Counsel shall, upon request, promptly provide the Corporation Counsel with copies of any applicable policies required under this section, and/or a certificate of insurance. Each policy provided must be certified by the agent or underwriter to be a true copy. If Outside Counsel does not have coverage or if coverage is cancelled and not immediately replaced with comparable coverage, Outside Counsel must immediately report this to the Corporation Counsel.

J. File Retention

For Litigated Matters: Outside Counsel shall retain pleadings, correspondence, discovery materials, deposition transcripts and similar documents and work product for a period of no less than seven (7) years from the date the matter is concluded or for the time period specified by rule

or law in the jurisdiction in which the matter was pending, whichever is longer. Beyond this period, Outside Counsel shall notify the City in writing no less than sixty (60) days prior to destroying any file. Along with the written notification, Outside Counsel shall submit an inventory of any original City documents contained in the file to be destroyed and a representation that any electronic version of the file will also be destroyed or deleted.

For Bond and Other Transactions, and Advice Matters: Documents shall be retained in accordance with the same policies applicable to litigated matters unless applicable law mandates any longer retention schedule. However, bond counsel and transactional/advice counsel shall retain all transcripts of transactions and memoranda of advice indefinitely unless otherwise directed by the Corporation Counsel.

III. Billing

A. Rates

The total amount of this agreement shall not exceed $125,000.00.

The City will pay for actual services rendered at rates established in Requests for Qualifications or otherwise agreed to in advance. At the time of Outside Counsel's initial engagement, Outside Counsel shall furnish the Corporation Counsel with a schedule of billing rates for partners, associates and all other timekeepers expected to bill time against the matter for review and approval prior to billing time to the City. Because of City procurement rules, the rates applicable at the inception of each specific matter must remain in effect for the duration of that matter.

1. The City will make payment to Outside Counsel for services rendered in accordance with the following schedule:

   a. For services rendered with respect to permanent obligations the transactional fee shall be $3,500 plus $1.00 per $1,000 of permanent obligations issued and with respect to temporary obligations, the transactional fee shall be $0.50 per $1,000 of temporary obligations with a minimum fee of $2,500. Review of any Preliminary or Final Official Statement and review of any Local Finance Board application is included in such transactional fee.

   b.For refunding bond issues providing for an escrow agreement and an investment of proceeds consistent with the restrictions of the Internal Revenue Code to provide for the payment of the a prior issue of bonds there will be a $5,000 fee.

   c. For services rendered in connection with the preparation of the Official Statement or Local Finance Board application an additional transactional fee not to exceed $7,500 for preparation of the Official Statement and not to exceed $3,000 for preparation of the Local Finance Board application shall be charged.

d. Services rendered beyond the scope of those described above will be billed at the hourly rates for attorneys and paralegals set forth below. These rates range from $80.00 to $325.00 per hour depending on the attorney or paralegal involved.

Legal Assistant #1 - $185.00
Legal Assistant #2 - $80.00
Attorney - $200.00 (Redevelopment Area Bond Financing)
Attorney - $325.00 (tax advice only which explicitly shall not include worked performed on tax abatements or Redevelopment Area Bond financing.)
Attorney - $200.00
Attorney - $200.00

e. In the event that services are provided that do not result in the issuance of permanent or temporary obligations, the fee to be charged shall be provided in paragraph d above.

Hourly rates shall include all overhead costs (*see* Acceptable Fees/Charges, below), none of which shall be included in disbursements.

Time must be billed in 0.1 hour increments and on a per-task basis. The time entry description must be specific, detailing the action taken and the subject matter. Absent prior consent, the City will not pay for more than ten (10) hours of time by a single timekeeper in a single day, but the Corporation Counsel may increase that number of permissible hours in matters of special urgency or where cases are in or approaching trial.

Outside Counsel shall bear in mind that invoices may be disclosed pursuant to the City's open records laws and that courts may not sustain assertions of privilege by the City. Although the City will endeavor to redact privileged information before releasing bills for public consumption, Outside Counsel shall, to the extent practicable and consistent with the need to fully inform the City of its activities and to allow the City to evaluate the reasonableness of billing narratives, avoid the inclusion of privileged matter in invoices.

B. Invoicing Policy

All invoices must be submitted to the Corporation Counsel.

For litigation, advice, and non-bond transactional matters, Outside Counsel generally are expected to submit monthly invoices within thirty days of the conclusion of the billing period, absent the City's prior consent to a longer delay. All charges must reflect the work performed

within the billing period or a reasonable time before the billing period. Absent good cause, as defined by the City, the City will not pay for services or expenses incurred more than 90 days prior to the date the invoice is submitted. For bond matters, Outside Counsel are expected to submit their invoice within thirty days of the conclusion of the transaction.

Absent a specific agreement to an alternative fee arrangement, Outside Counsel fees shall be computed by applying the negotiated hourly rate to the time for the services expended. Hours shown must accurately reflect the time spent on the described activity and must either be the exact amount of time or the exact time rounded down to the nearest one-tenth of an hour. Block billing—grouping multiple activities under a single time charge—will not be accepted, and the City will not pay for any time recorded in a block fashion unless this requirement is waived by the Director of the City of Law or his or her designee.

Every bill from Outside Counsel is deemed to be a certification by the firm and billing partner that all legal services and disbursements reflected on the bill are reasonable for the legal matter involved and necessary for the proper provision of legal services to the City.
The City may deduct certain fees and charges that are inconsistent with this Agreement.

The City reserves the right to audit all fee and disbursement details that Outside Counsel submit, as well as the corresponding legal file. The City will promptly terminate the services of any Outside Counsel whose billing practices raise questions about the Outside Counsel's integrity, honesty or compliance with the applicable rules of professional conduct or this Agreement.

C. Invoice Format
Each invoice will include the following minimum requirements:

- Unique invoice number
- Invoice date
- Matter name
- Outside Counsel's matter number
- Date(s) services were performed
- Timekeeper name or ID
- Timekeeper title or level
- A narrative description of the services provided or tasks performed for each specific task. The description shall clearly state the nature of the task performed sufficient to allow the City to determine why it was necessary. Incomplete or vague charge descriptions are unacceptable. Examples of incomplete or vague charges include, but are not limited to: 'analysis', 'review file,' 'conference', 'attention to matter'; 'worked on discovery', 'work on file', 'prepare for meeting', 'misc.', and 'other'.
- Time entry to the nearest tenth (.10) of an hour
- Timekeeper rate
- Charge total
- Detail of reimbursable expenses and disbursements at actual cost

The detailed billing report from Outside Counsel's system will provide this information. If Outside Counsel provides services on more than one matter during a billing period, a separate invoice for each matter is required.

D. Acceptable Fees/Charges

Overhead charges may not be billed. The City will not reimburse Outside Counsel for basic support services, which the City deems to be part of Outside Counsel's overhead and built into its rates. The City will not pay for any of the following items under any circumstances:

- Billing inquiries
- Opening and closing files
- Internal filing
- Secretarial services (including overtime charges)
- Word processing or proofreading
- Maintenance of a calendar or tickler system
- Investigating potential conflicts
- Preparing budgets
- Library usage (including book purchases or subscriptions) or library staff time
- Office supplies
- Conference room charges

E. Basic legal research may not be billed. Outside Counsel shall be familiar with the basic substantive law at issue in the matter for which the firm was retained, and the City shall not be charged for this type of research. If legal research benefits other clients, only the proportionate share of that cost shall be billed to the City. The City shall also benefit from previously prepared briefs and memoranda, and when such briefs or memoranda exist, will pay only for actual time spent updating or tailoring the same. All other anticipated legal research shall be addressed in Outside Counsel's proposed budget. Legal research projects necessary in a particular litigation assignment must be approved in advance by the Corporation Counsel before the research is commenced.

The City will pay only for the actual time spent by Outside Counsel or other approved timekeeper conducting the research. As explained *infra*, fees charged by electronic or other research services, including library fees, Westlaw, Lexis and other online services are considered general overheard and are not reimbursable.

F. Out-of-pocket costs must be itemized and passed through with no markup. The City will reimburse Outside Counsel for reasonable, documented and itemized out-of-pocket disbursements and costs incurred on behalf of the City, with the exceptions and limitations set forth in this Agreement. Outside Counsel's invoices to the City shall reflect the actual cost and shall not include any markup. All disbursements must be fully itemized with a description sufficient for review, identifying the number of units, price per unit and total cost. The City may refuse to pay for disbursements billed as 'miscellaneous,' billed in a group (e.g., Travel Expenses - $4,000.00) or disbursements without descriptions.

G. Prohibited disbursements. The City considers certain disbursements to be part of a law firm's overhead and will not pay such charges. These items include:

- Rent (including temporary office space)
- Westlaw, Lexis and other legal database services
- Cost or usage of computers or mobile devices or internet service charges
- Equipment rental
- Storage charges
- Catering for internal meetings
- Meals (except during business travel, and then limited to $70 per day)
- Mileage for short trips (<30 miles one way)
- Travel costs exceeding discounted, non-refundable coach fares except where excess costs have been approved in advance
- Telephone charges
- Facsimile charges
- Allocated charges from a firm's blanket service agreements with outside vendors

H. Copying/scanning. Copying charges may be billed to the City at the lesser of the most favorable rate applied by Outside Counsel or five cents per page. The City will reimburse for document scanning at Outside Counsel firm's regular rate, up to a maximum of five cents per page, for document productions, but the City will not pay time charges associated with scanning, and there shall be no charges associated with the scanning and filing of court papers and correspondence. Every effort shall be made to minimize scanning expenses by working with documents in electronic format whenever possible.

I. Couriers and Overnight Mail. The City will reimburse for actual charges billed to Outside Counsel for deliveries (including overnight express) that are necessary in the interest of speed and reliability. Outside Counsel shall use the lowest cost service consistent with need and reliability, and to arrange schedules, whenever practicable, to avoid the need for premium-priced couriers. Outside Counsel shall use less expensive means, such as email (encrypted, when necessary) or regular mail where it is practical to do so.

J. Travel Expenses. All air and rail travel must be first approved by the Corporation Counsel, ideally as part of the case budget. Outside Counsel shall use good judgment in selecting hotels and restaurants and incurring expenses for which the taxpayers are to be charged. Outside Counsel shall use alternatives to travel such as conference calls or videoconferences whenever practicable. If the travel involves another client, the City may be billed only for its proportionate share of both time and related expenses.
Non-working travel time is not billable without the Corporation Counsel's prior approval.

K. Reimbursement of Meals for Overnight Travel. The City will reimburse for meals consumed while traveling overnight on City business, but limited (absent prior approval) to no more than seventy dollars ($70) per person, per day. Under no circumstances will the City reimburse costs for alcoholic beverages.

L. Maintenance of Expense Records. To ensure compliance with the City's reimbursement policies, Outside Counsel shall require itemization of out-of-pocket expenses such as airline tickets, meals and hotel bills before making reimbursement to any attorney, employee or third party, and maintain original receipts. Travel and meal expenses and receipts may be audited and shall be retained by Outside Counsel in accordance with applicable IRS guidelines. Unless requested to do so by the City, Outside Counsel shall not forward copies of travel and meal expense receipts to the City with the firm's invoices.

M. Personal Expenses Not Reimbursable. Please take care to distinguish between personal expenses and properly chargeable business expenses. The City will not reimburse for, among other things, recreation fees, salon or spa charges, pay-per-view movies or other personal entertainment charges, airline baggage charges, travel agency expenses, shoe shines, toiletries, dry cleaning or laundry (except in the unlikely event travel of more than seven days' duration is required), or luggage.

N. Vendor discounts must be passed through. If Outside Counsel receives a discount or rebate from a vendor based on the aggregate level of business with that vendor, such discount shall be disclosed and the City shall receive the benefit on a proportionate basis. This does not include frequent-flyer miles or similar perquisites allocated to individual travelers.

IV. CONFIDENTIALITY

In the course of representing the City, Outside Counsel will frequently gain access to nonpublic and confidential information. The City requires Outside Counsel to maintain the confidentiality of such information both during and after the course of Outside Counsel's representation of the City. Outside Counsel must have in place appropriate procedures to ensure the protection of all such information. In the event the representation requires Outside Counsel to become privy to protected personally-identifiable information about any person, such as health or financial records, Social Security numbers or other such information, then this information must be handled with the utmost care both within facilities in Outside Counsel's control, and certainly when that information is being transported. Under no circumstances shall such confidential information be transported outside Outside Counsel's offices--either physically or over the public internet--unless the information is appropriately encrypted. In the event information is compromised or potentially compromised, Outside Counsel must notify the City immediately.

Outside Counsel must follow all statutory, regulatory, and ethical provisions relating to privacy, confidentiality and nondisclosure of all privileged, proprietary and confidential information. Outside Counsel must take appropriate measures to ensure that all legal and nonlegal personnel are familiar with this requirement and are effectively supervised in this regard.

Vendors to whom Outside Counsel gives access to confidential or proprietary material of the City (including work product) must sign the confidentiality agreement attached as Appendix A. It is the responsibility of Outside Counsel to obtain a signed confidentiality agreement from each vendor and to retain those agreements.

This Confidentiality Section, and the corresponding Confidentiality Agreement attached as Appendix A, is above and beyond any relationships or privileges held or created separate and apart from this Agreement.

V. NEW JERSEY BUSINESS REGISTRATION REQUIREMENTS

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

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

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

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

VI. TERMINATION

The City reserves the right to terminate the within Agreement at any time for any reason whatsoever, in which event Outside Counsel shall be paid for services due up to the date of termination. Thereafter, this Agreement shall be considered null and void with no further rights or obligations emanating therefrom. Unless sooner terminated or renewed, this contract shall be for a term of one (1) year commencing on the date the contract is executed by City officials.

VII. GENERAL TERMS.

A. Governing Law/Jurisdiction

This Agreement will be interpreted in accordance with, and governed by, the laws of the State of New Jersey. The courts of the State of New Jersey will have exclusive jurisdiction and the parties irrevocably attorn to the jurisdiction of such courts.

B. Counterparts Clause

This Agreement may be executed by e-mail in counterparts all of which will be deemed originals and legally binding once delivered to each of the other parties' authorized e-mail addresses and such delivery is acknowledged by reply e-mail. Although not necessary to legally bind the parties, each party agrees to promptly circulate signed originals in sufficient number to the other parties for record-keeping purposes after completing the e-mail execution and delivery. All counterparts when executed and delivered (by e-mail or in paper form) will be construed together to be an original and will constitute one and the same agreement.

C. City of Jersey City Contractor Pay-to-Play Reform Ordinance

This contract was awarded in accordance with the City of Jersey City's Contractor Pay-to-Play Reform Ordinance, Section 3-51.1 of the City Code. As such the undersigned does hereby attest that Outside Counsel, its subsidiaries, assigns or principals have neither made a reportable contribution in the one year period preceding the date that the City Council awards the contract that would be deemed to be a violation of Section 3-51.1, nor will Consultant, its subsidiaries, assigns or principals make a reportable contribution during the term of the contract that would be in violation of Section 3-51.1.

D. City of Jersey City Lobbyist Disclosure Ordinance

This contract was awarded in accordance with the provisions of the City's Disclosure of Lobbyist Representative Status Ordinance §3-9.1 et seq. adopted on June 12, 2002. As such the undersigned does hereby attest that Outside Counsel either did not retain the services of a lobbyist to lobby on behalf of Outside Counsel for the award of this contract, or if a lobbyist was retained by the Outside Counsel for such purposes, the Outside Counsel's lobbyist, prior to commencing his/her lobbying activities, filed a notice of lobbyist representative status form with the City Clerk. Any Outside Counsel whose lobbyist failed to comply with the provisions of Ordinance §3-9.1 et seq, following notice and an opportunity to be heard, shall be disqualified from entering into contracts with the City for a period of two (2) years for each violation.

E. Compliance with Affirmative Action Plan

(a) If the Agreement exceeds $40,000, it shall also be subject to the Affirmative Action amendments to the Law Against Discrimination, N.J .S.A. 10:5·31 et seq.

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

1) A supplemental Affirmative Action Agreement pursuant to N.J.S.A.10:5·31 et seq. (for contracts which exceed $40,000). Exhibit "A" is attached hereto and incorporated herein by reference.

2) An Affirmative Action Employee Information Report (form AA· 302) for contracts which exceed $40,000;

By accepting an engagement by the City, law firms will be deemed to have familiarized themselves with this agreement and to have agreed to adhere to it in all respects, now and as they may be amended from time to time upon written notice and acceptance. This acceptance is a matter both of contract and professional responsibility.

IN WITNESS WHEREOF, the parties have executed this Agreement and have agreed that it shall be effective as of the _____ day of _____, 2016.

Attest:

City of Jersey City

_____

Robert Byrne
City Clerk

_____

Robert Kakoleski
Business Administrator

WITNESS:

_____

_____

By:
Firm:

APPENDIX A CONFIDENTIALITY AGREEMENT

CONFIDENTIALITY AGREEMENT

_____ (Subcontractor), as a contractor of Outside Counsel retained by the City of Jersey City (the "City") pursuant to an "Outside Counsel Agreement" dated _____, hereby acknowledges and agrees as follows:

1. All documents and data, including but not limited to financial, statistical, personnel, customer and/or technical documents, owned or supplied by the City to the Subcontractor, shall be treated as confidential (Documents and Data). The Subcontractor shall take all necessary and reasonable precautions to ensure that the City's Documents and Data are safeguarded. Use of the Documents and Data is strictly limited to that use necessary to complete the scope of work agreed upon, which may include disclosure to employees, officers or agents of any subcontractor assisting with the scope of work. Any other use, and any sale or offering of the Documents and Data in any form by the Subcontractor, or any individual or entity in the Subcontractor's charge or employ, will be considered a violation of this Confidentiality Agreement and may result in termination of the agreement between Subcontractor and the law firm retained by the City, and the Subcontractor's suspension or debarment from City contracting. In addition, such conduct may be reported to the appropriate authorities for possible criminal prosecution.

2. Subcontractor shall be responsible to ensure that all agents and individuals or entities in the Subcontractor's charge or employ adhere to this Confidentiality Agreement. A breach of confidentiality by any individual or entity in the Subcontractor's charge or employ will be considered a violation of this Confidentiality Agreement by the Subcontractor.

3. In the event that Subcontractor, its agent or any individual or entity in the Subcontractor's charge or employ receives a subpoena, demand, or other request for any of the City's documents or data, Subcontractor shall promptly notify the City and shall not turn over any of the City's documents or data.

4. The Subcontractor shall comply with all applicable City and Federal laws that require the notification of individuals in the event of unauthorized release of personally-identifiable information or other event requiring notification. In the event of a breach of any of the Subcontractor's confidentiality obligations or other event requiring notification under applicable law ("Notification Event"), the Subcontractor agrees to assume responsibility for informing all such individuals in accordance with applicable law and to indemnify, hold harmless and defend the City and its trustees, officers, and employees from and against any claims, damages, or other harm related to such Notification Event.

5. Upon termination of this Confidentiality Agreement the Subcontractor shall return or erase, destroy, and render unreadable all Subcontractor copies of City Documents and Data, both physical and electronic, and certify in writing that these actions have been completed within 30

days of the termination of this Confidentiality Agreement or within 14 days of the request of an agent of the City, whichever shall come first.

6. This Confidentiality Agreement shall survive the Subcontractor's termination of the contract between the law firm retained by the City and Subcontractor or upon completion of the scope of work related to the City.

Subcontractor/Firm: _____

By: _____

Title: _____

Date: _____

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

City Clerk File No. Res. 16.720

Agenda No. 10.Z.2

Approved: OCT 2 6 2016

TITLE:

RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH McMANIMON, SCOTLAND & BAUMANN, LLC TO PROVIDE LEGAL COUNSEL (BOND COUNSEL) TO THE CITY OF JERSEY CITY

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

WHEREAS, in order for the City of Jersey City, (the "City") to issue, sell, and deliver bonds, bond anticipation notes, school promissory notes, tax appeal, refunding notes, restructuring and other obligations of the City in the tax-exempt securities market, the City must retain bond counsel to provide legal services; and

WHEREAS, the City desires to retain qualified bond counsel in connection with the authorization, issuance, sale and delivery of said City obligations from time to time; and

WHEREAS, the City posted notice on its website of a Request for Qualifications (RFQ) for bond counsel services; and

WHEREAS, McManimon, Scotland & Baumann, LLC possess the qualifications and expertise to provide these professional legal services; and

WHEREAS, McManimon, Scotland & Baumann, LLC agreed to provide necessary legal services required to provide for the authorization, issuance, sale and delivery of the City obligations and related special counsel legal services in accordance with this resolution; and

WHEREAS, the agreement authorized is effective as of October 26, 2016 and shall end on October 25,2017 inclusive; and

WHEREAS, the total amount of the contract shall not exceed the sum of $75,000; and

WHEREAS, funds in the amount of $75,000 are available in Account No. 04-215 55-923-990; 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, this contract is awarded pursuant to the "fair and open" provisions of N.J.S.A. 19:44A-20.4 et seq. (the "Pay to Play" Law);

WHEREAS, McManimon, Scotland & Baumann, LLC has submitted its Certification of Compliance with the City's Contractor Pay-to-play Reform Ordinance adopted on September 3, 2008.

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

1. The Mayor or Business Administrator is authorized to execute a professional services agreement, in substantially the form of the attached, with McManimon, Scotland & Baumann, LLC, for providing legal counsel in connection with the authorization, issuance, sale and delivery of City obligations from time to time for a contract term commencing on October 26, 2016 and ending on October 26, 2017 for a total contract amount not to exceed $75,000.00 which is based on the following fee schedule:

TITLE:

A. For services rendered or in connection with each bond sale a fee of $3,500 plus $1.00 per $1,000 of bonds issued for the first $15,000,000.00 and $0.75 per $1,000 issued in excess of $15,000,000.00. If more than 1 series of bonds issued; fee $1,000 per series.

B. For review of OS, CDD or other disclosure documents billed at an aggregated fee of $600.

C. For services rendered or in connection with each note sale a fee of $0.50 per $1,000 of notes issued for the first $15,000,000 and $0.45 oer $1,000 in excess of $15,000,000. If more than 1 series of notes issued; fee $500 per series.

D. For service rendered in connection with arbitrage; $500 fee.

E. Services rendered beyond the scope of those described above will be billed at the hourly rates in effect when the services are rendered. These rates range from $135.00 to $215.00 per hour depending on the attorney or paralegal involved. RAB financing to be billed to private developer the hourly rates range from $180.00 to $325.00 depending on the paralegal or attorney involved.

F. In the event that services are provided that do not result in the issuance of permanent or temporary obligations, the fee to be charged shall be provided in E above.

2. This contract is awarded as a professional services agreement under the Local Public Contracts Law, N.J.S.A. 40A:11-5(1)(a)(i);

3. This contract is awarded pursuant to the "fair and open" provisions of N.J.S.A. 19:44A-20.4 et seq. (the "Pay to Play" Law);

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

5. The award of this contract shall be subject to the condition that McManimon, Scotland, Baumann, LLC, provide satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-1 et seq.; and

6. Notice of this action shall be published in a newspaper of general circulation within the municipality as required by law within (10) days of this award.

I, Donna Mauer Donna Mauer, Chief Financial Officer certify that funds in the amount of $75,000 are available in Account No. No. 04-215-55-923-990 PO# 122841

APPROVED: Donna Mauer CFO

APPROVED: _____
Business Administrator

APPROVED AS TO LEGAL FORM

_____
Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 10.26.16											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
HALLANAN	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

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

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

_____
Rolando R. Lavarro, Jr., President of Council

_____
Robert Byrne, City Clerk

RESOLUTION FACT SHEET - CONTRACT AWARD

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

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH McMANIMON, SCOTLAND & BAUMANN, LLC TO PROVIDE LEGAL COUNSEL (BOND COUNSEL) TO THE CITY OF JERSEY CITY

Project Manager

Department/Division	Administration	Management & Budget
Name/Title	Donna Mauer	Chief Financial Officer
Phone/email	201-547-5042	DonnaM@jcnj.org

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

Contract Purpose

To retain qualified bond counsel to provide professional legal services in connection with issuance of certain obligations and legal advice with respect to the Local Bond Law.

Cost (Identify all sources and amounts)

Capital Funds
This contract is funded from the proceeds of bond/notes sales

Contract term (include all proposed renewals)

October 26, 2016 – October 25, 2017

Type of award Fair and Open - RFQ

If "Other Exception", enter type

Additional Information

I certify that all the facts presented herein are accurate.

Donna Mauer
Signature of Department Director

10/18/16
Date

REQUIRED ADMINISTRATIVE FORMS

Please place the checklist and the required forms which follow at the front of your packet to facilitate the review of your submission.

CITY OF JERSEY CITY

PROJECT: Bond Counsel Services

RESPONDENT: McManimon, Scotland & Baumann, LLC

RESPONDENT'S CHECKLIST

Item	Respondent Initials	AA/EEO Review
A. Non-Collusion Affidavit properly notarized	JB	
B. Public Disclosure Statement	JB	
C. Mandatory Affirmative Action Language	JB	
D. Affirmative Action Compliance Notice	JB	
E. Employee Information Report	JB	
F. Americans with Disabilities Act	JB	
G. MWBE Questionnaire (2 Copies)	JB	
H. Business Registration Certificate	JB	
I. Letter of Qualification	JB	
J. Letter of Intent	JB	
K. Price Proposal	JB	
L. Certification of Compliance (Ord. 08-128)	JB	
M. Original signature(s) on all required forms.	JP	

Item A. Non-Collusion Affidavit

STATE OF NEW JERSEY
CITY OF JERSEY CITY ss:

I certify that I am a member

of the firm of McManimon, Scotland & Baumann, LLC

the bidder making the proposal for the above named project, and that I executed the said proposal with full authority so to do; that said bidder has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the City of Jersey City relies upon the truth of the statements contained in said proposal and in the statements contained in this affidavit in awarding the contract for the said project.

I further warrant that no person or selling agency has been employed to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by (N.J.S.A. 52: 34-25)

(Signature of respondent) _____

SUBSCRIBED AND SWORN TO
BEFORE ME THIS DAY 18 OF 20 16

(TYPE OR PRINT NAME OF
AFFIANT UNDER SIGNATURE)

SONIA DASILVA
A Notary Public of New Jersey
My Commission Expires February 1, 2017

NOTARY PUBLIC OF
MY COMMISSION EXPIRES: 20_____.

(NOTE: THIS FORM MUST BE COMPLETED, NOTARIZED AND RETURNED WITH THIS PROPOSAL).

Item B. 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.

PLEASE UTLITIZE SEPARATE SHEET WITH HEADINGS IF NECESSARY

STOCKHOLDERS:

Name	Address	% Owned
Glenn F. Scotland	95 Central Avenue, Montclair, NJ 07042	Greater than 10%
Joseph P. Baumann, Jr.	123 Central Avenue, Madison, NJ 07940	Greater than 10%
Matthew D. Jessup	150 North Cottage Place, Westfield, NJ 07090	Greater than 10%

SIGNATURE: _____

TITLE: Member

SUBSCRIBED
AND SWORN TO
BEFORE ME THIS DAY OF 18, 2016
(TYPE OR PRINT NAME OF
AFFIANT UNDER SIGNATURE)

NOTARY PUBLIC OF
MY COMMISSION EXPIRES: 20____.

SONIA DASILVA
A Notary Public of New Jersey
My Commission Expires February 1, 2017

(NOTE: THIS FORM MUST BE COMPLETED, NOTARIZED AND RETURNED WITH THIS PROPOSAL).

Item C. Mandatory Affirmative Action Language

EQUAL EMPLOYMENT OPPORTUNITY (EEO)/ AFFIRMATIVE ACTION (AA) REQUIREMENTS

FOR GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

Questions in reference to EEO/AA requirements for Goods, Professional Service and General Service Contracts should be directed to:

Jeana F. Abuan
EEO/AA Officer, P.A.C.O.
Department of Administration
Office of EEO/AA
280 Grove Street Room-103
Jersey City NJ 07302
Tel. # 201-547-4533
Fax# 201-547-5088
E-Mail Address: abuanj@jcnj.org

(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 employmentgoals established in accordance with N.J.A.C. 17:27-5.2.

EXHIBIT A (*Continuation*)

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

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

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract_compliance

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

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

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

The undersigned vendor further agrees to furnish the required forms of evidence and

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

Representative's Name/Title (Print): Joseph P. Baumann, Jr.

Representative's Signature:

Name of Company: McManimon, Scotland & Baumann, LLC

Tel. No.: (973) 622-1800 **Date:** 8/18/16

Certification 2184

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-2011 to 15-NOV-2018

MCMANIMON, SCOTLAND & BAUMANN, LLC
75 LIVINGSTON AVENUE, SUITE 201
ROSELAND NJ 07068-5408

Andrew P. Sidamon-Eristoff
State Treasurer

Item F. Americans with Disabilities Act

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. S121 01* et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of 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 P. Baumann, Jr.
Representative's Signature: [signature]
Name of Company: McManimon, Scotland & Baumann, LLC
Tel. No.: (973) 622-1800 Date: 8/18/16

Item G. MWBE Questionnaire (2 Copies)

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 : McManimon, Scotland & Baumann, LLC

Address : 75 Livingston Avenue, 2nd Floor, Roseland, NJ 07068

Telephone No. : (973) 622-1800

Contact Name : Joseph P. Baumann, Jr.

Please check applicable category :

____ Minority Owned Business (MBE)

____ Minority& Woman Owned Business(MWBE)

____ Woman Owned business (WBE)

X Neither

Definitions
Minority Business Enterprise

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

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

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

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

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

Woman Business Enterprise

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

OFFICE OF EQUAL OPPORTUNITY COPY

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name:	MCMANIMON, SCOTLAND & BAUMANN, LLC
Trade Name:	
Address:	75 LIVINGSTON AVENUE #201 ROSELAND, NJ 07068
Certificate Number:	0075601
Effective Date:	January 03, 1988
Date of Issuance:	January 05, 2016

For Office Use Only:

20160105112040326

Item L. Certification of Compliance (Ord. 08-128)

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 McManimon, Scotland & Baumann, LLC (name of business entity) has not made any reportable contributions in the **one-year period preceding August 1, 2016 (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 McManimon, Scotland & Baumann, 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:

Signed _____ Title: Member
Print Name Joseph P. Baumann, Jr. Date: August 18, 2016

Subscribed and sworn before me
this 18 day of August, 2016.
My Commission expires:

SONIA DASILVA
A Notary Public of New Jersey
My Commission Expires February 1, 2017

(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.

Outside Counsel Agreement

WHEREAS, the objective of this Agreement is to ensure the highest quality legal representation and services for the City of Jersey City (the "City") while maintaining effective supervision and cost controls; and

WHEREAS, the City issued a Request for Qualifications ("RFQ") seeking law firms interested in serving as Outside Counsel for the City when needed; and

WHEREAS, McManimon, Scotland & Baumann, LLC ("Outside Counsel") submitted a response to the City issued RFQ; and

WHEREAS, the Corporation Counsel of the City of Jersey City ("Corporation Counsel") has selected the undersigned law firm as qualified to serve as Outside Counsel for the City;

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

I. CONFLICTS OF INTEREST

A. Initial Conflicts Check

Outside Counsel must be sensitive both to direct conflicts of interest that representation of the City and other clients poses, and to the less direct, but nevertheless serious, conflicts that may arise from the same firm's advocacy, on behalf of other clients, of positions conflicting with important City interests. Prior to Outside Counsel's engagement, Outside Counsel shall carefully review whether any conflicts of either type exist and, if so, bring those conflicts to the attention of the Corporation Counsel. The City shall be promptly informed of and consulted with respect to all potential conflicts. Although issue conflicts may not necessarily result in a disqualification of Outside Counsel, the City shall be consulted before Outside Counsel accepts an engagement that will require the firm to advocate a position that may be adverse to a City legal interest or otherwise prejudicial to the interests of the City. The City in its sole discretion shall, after consultation with Outside Counsel, determine whether an impermissible conflict exists, or whether other circumstances exist that would undermine the public's confidence if representation by Outside Counsel continued.

Outside Counsel's acceptance of an engagement on a matter without written disclosure of any conflicts constitutes Outside Counsel's representation that it has conducted an appropriate conflict check and no conflict exists.

B. City Conflicts

The City has a duty to protect the public interest. As part of this responsibility, the City sets policies to ensure that the legal system operates in a manner that safeguards the public's confidence in the integrity and impartiality of its administration. For this reason, in addition to

insisting that its attorneys follow the Rules of Professional Conduct, the City prohibits Outside Counsel that represent the City, while such matter is pending, from:

(1) Representing private parties before the City or any of its boards, proceedings, commissions or autonomous agencies in adversarial, transactional or non-adversarial proceedings. Outside Counsel also may not, on behalf of a private client, lobby the City or any City department.

(2) Representing private parties in any matter in which the City also is a party, if the private party has interests adverse to the City.

(3) Representing a private client with interests adverse to the City.

(4) Representing another client if that representation would present a substantial risk that Outside Counsel's responsibilities to the City would limit its ability to provide independent advice or diligent and competent representation either to the City or the other client.

(5) Representing another client where the Outside Counsel's knowledge of the City's legal positions or strategy, derived from its representation or prospective representation of theCity, could be used to the advantage of the other client or the disadvantage of the City.

C. Continuing Obligation

The obligation to disclose conflicts continues throughout the course of the representation. Outside Counsel must review conflicts of interest on an ongoing basis as new matters are opened. Any new attorney/client relationships that potentially create a conflict shall be reported the Corporation Counsel immediately.

D. Attorney-Client Privilege Group/No Representation of Other Persons/Entities Absent Approval

Outside attorneys engaged to represent the City (as opposed to a named person) shall consider themselves to have formed an attorney-client relationship *only* with the City, and not any of its individual employees. When speaking with current or former employees of the City, Outside Counsel shall, as appropriate, advise those employees that although their dialogue will be considered attorney-client communications to the fullest possible extent, counsel's responsibility is to the City and they do not represent those employees in their individual capacities. As a matter proceeds, if employees of the City will be examined under oath or interviewed in other adverse contexts, and if Outside Counsel believe it advisable for them to represent the employees in their individual capacities at such events, Outside Counsel must obtain the Corporation Counsel's advance consent before agreeing to represent such persons in their individual capacities. The Corporation Counsel, in consultation with other City personnel, will determine if it is appropriate for the individual to receive representation and, if so, by whom.

Outside Counsel who are engaged to represent both an entity and employees of that entity simultaneously shall take all necessary steps to ensure the continuing absence of conflicts, and to

preserve their ability to continue representing the entity in the event thatconflicts develop between the entity and individual clients.

II. WORKING RELATIONSHIP

A. Identification of Objectives/Relationship Attorney

The Corporation Counsel or his designee will be Outside Counsel's principal and regular point of contact for financial and strategic decisions. Only the Corporation Counsel or his designee has authority to direct Outside Counsel in the handling of the matter. If a City employee other than the Corporation Counsel or his designee asks Outside Counsel to proceed in a certain fashion or to perform certain activities with respect to a specific legal matter, Outside Counsel shall report the request to the Corporation Counsel and obtain direction prior to proceeding.

Outside counsel shall designate an Attorney to be the Corporation Counsel's principal contact. In all matters, the City remains ultimately responsible for making all substantive decisions and determining the costs and benefits of contemplated legal activity. In many matters, City attorneys will act as full co-counsel and be engaged with Outside Counsel in the day-to-day conduct of the case. In matters where Outside Counsel is handling that day-to-day conduct without City personnel as co-counsel, the City shall be consulted on a regular basis throughout the course of Outside Counsel's engagement and to be kept fully informed of the current status and proposed course of the matters assigned to Outside Counsel's firm. All strategic, tactical, staffing (including any proposed staffing changes) and significant resource allocation decisions about City legal matters must be made in collaboration with the Corporation Counsel.

B. Early Case Assessment/Cost Assessment

Each complex matter is to be thoroughly evaluated at its outset. The same applies to actions in which the City is the plaintiff, except that the analysis will be performed before the case is filed. In any matter, Outside Counsel shall provide an early case assessment that includes analysis of (1) likely costs to the City from the process, (2) possible outcomes, indicating the likelihood of each, and (3) strategy and tactics for termination or resolution. The format of the early case assessment may vary from a formal written document to a verbal briefing or a combination of a written budget with a verbal briefing on other aspects of the case.

Please note that time spent preparing a budget is not billable, but counsel may bill for time spent preparing an early case assessment or a recommended discovery plan.

The City places significant reliance on cost estimates and Outside Counsel shall prepare them with care. Although the City understands that unanticipated events may have an impact on costs, the City shall be consulted promptly if Outside Counsel believes that the most recent cost estimate provided is no longer accurate. Should total fees or costs exceed the agreed budget, or should fees or costs for a phase of the case exceed the agreed estimate for that phase, without adequate explanation in advance that the increased expense will be necessary, the City may require that an increased discount be applied to unanticipated fees or costs and reserves the right

not to pay Outside Counsel for any amounts incurred or expended in excess of the approved budget or estimate.

For bond matters and other transactional engagements, counsel may be expected to provide a fee cap for the transaction, approved by the City, prior to commencing work. Only where a transaction materially changes in scope will the City consider revisions to an agreed fee cap. No payments above the agreed fee cap shall be made unless and until a revised fee cap has been approved in writing by the Director of the City or his/her designee.

C. Staffing

Unless otherwise agreed, the senior attorney retained shall be directly and ultimately responsible for the entire assignment. The day-to-day involvement of that senior attorney, however, shall be appropriate to the magnitude of the matter and the efficiency required for a timely, cost effective, quality work product. When a senior attorney can handle an assignment most efficiently (based on skill and experience), that senior attorney shall complete the assignment.

The City shall be billed for only one attorney to attend events such as depositions, witness meetings, settlement conferences, negotiations and meetings with other parties' counsel. The City recognizes that in more complex matters and those with multiple work-streams, it may occasionally be appropriate for multiple attorneys to attend significant events and for members of the team to consult with each other. The City insists, however, that no more than the minimum number of attorneys necessary to an event attend, that billable internal conferences and charges for drafting and reading internal email correspondence occur only when absolutely required, and that the Corporation Counsel be regularly informed both of the number of attorneys who will attend significant events and the reason for the attendance of each billing timekeeper.

The City believes that it is most efficient for a single attorney or group of attorneys to handle a matter from beginning to end and Outside Counsel shall strive for such continuity. The City will not pay for learning time that may result from staffing changes at Outside Counsel's firm. In addition, the City will not reimburse Outside Counsel for any routine training or supervisory time, including time spent at seminars, unless specifically approved in advance and included as part of the budget. The City will not ordinarily pay for summer associate time unless such time has been identified as part of the approved staffing plan for appropriate work. The City will not pay for time submitted by librarians; secretaries; billing, filing, docketing or document clerks; internal messengers/couriers; temporary or clerical support staff; word processors; and IT professionals other than electronic discovery specialists serving a function similar to that of paralegals/case managers. The City also will not pay for time billed by attorneys or paralegals to perform tasks (filing, indexing, etc.) that could and should have been handled by support personnel.

D. Settlement

Outside Counsel shall have no settlement authority unless and until such authority is explicitly conferred on them by the Corporation Counsel. If Outside Counsel believes that settlement should be pursued, Outside Counsel must seek instructions in this regard from the Corporation

Counsel, and not pursue formal or informal settlement discussions without the Corporation Counsel's approval. Outside Counsel shall immediately inform the Corporation Counsel of any settlement proposal or overture, formal or informal, by the opposing party or counsel. Please note that under no circumstances can the City agree to designate a settlement agreement as confidential. All City settlement records are, by definition, public documents.

E. Media Relations/Law Firm Advertising

The City does not authorize outside counsel or vendors to comment publicly in any manner on any aspect of the City's legal matters. All media inquiries relating to the City shall be referred promptly to the Corporation Counsel and discussed with the Corporation Counsel before responding to the media contact in any manner. This includes even "no comment" or other non-substantive responses. If time is of the essence and Outside Counsel cannot reach the Corporation Counsel, the Press Secretary in the Office of the Mayor shall be contacted.

The City does not permit Outside Counsel to advertise or promote their relationship with the City, other than by listing the City as a representative client.

F. Engagement of E-Discovery and Other Vendors, Including Experts

Before engaging any vendor, including electronic discovery firms and experts, lobbyists or other consultants (in each case, a "vendor"), Outside Counsel must pre-clear that engagement with the Corporation Counsel, unless the Corporation Counsel has explicitly granted exceptions to this preclearance requirement. The City will not be responsible for vendor fees or costs unless that vendor's engagement was pre-approved by the City. The City may require Outside Counsel to engage vendors with which the City has master contracts or preferred pricing arrangements, and always will insist on engagement of the lowest-cost vendor qualified to handle a task (understanding that complex tasks may require vendors with specialized expertise).

Outside Counsel will pay all third-party service providers directly and will bill the City for those services' detailed disbursements included in monthly invoices. This City will not accept separate invoices from service providers directly to the City for payment.

Outside Counsel has the responsibility to ensure that there are no conflicts between any vendor and the City. In addition, all vendors must execute the confidentiality agreement attached as Appendix A. The fee and disbursement policies as outlined in this Agreement shall be made available to, and followed by vendors. It is Outside Counsel's responsibility to confirm that all third party billings comply with this Agreement.

Vendor payment arrangements shall be discussed in advance with the Corporation Counsel. In general, Outside Counsel shall contract with vendors themselves and pay the third party invoices directly, incorporating those invoices into their own bills to the City and including appropriate detail for reasonable review by City personnel. The City may request Outside Counsel to provide full copies of vendor invoices; Outside Counsel therefore shall retain those invoices in accordance with IRS guidelines. The Corporation Counsel may approve other payment

arrangements, including (in rare cases) direct contracting with and payment by the City.

When engaging court reporting services, Outside Counsel shall request only one transcript (electronic or hard copy). The City will not reimburse charges for additional transcripts.

G. Adherence to Ethical Standards

The City conducts itself in accordance with the highest ethical standards and expects the same of its Outside Counsel. No City employee ever has authority to instruct Outside Counsel to act in an unethical manner. If Outside Counsel believes that a City employee has engaged or will engage in illegal or unethical activity, Outside Counsel must immediately advise the Corporation Counsel. The City will terminate its relationship with any Outside Counsel who, in the City's sole discretion, fails to adhere to the foregoing ethical standards.

At all times, Outside Counsel will remain aware of and in compliance with each of the City's "Pay-to-Play" ordinances and any amendments thereto.

H. Gratuities

City officers and employees are prohibited from accepting any gift, favor, service or other thing of value related in any way to the City officer's or employee's public duties. In addition, any vendor to the City is prohibited from offering a gift or other thing of value to a City officer or employee with which the vendor transacts business or offers to transact business. Any City officer or employee is prohibited from soliciting a gift or thing of value from a City vendor. This includes charitable donations made in the name of a City employee.

The City reserves the right to amend this Agreement from time to time, providing written notification to Outside Counsel within thirty (30) days of the effective date of any substantive changes. Failure to accept amendments may result in the termination of services from the City.

I. Malpractice Insurance

Outside Counsel representing the City shall maintain malpractice insurance coverage that is reasonable and prudent in relation to the types and sizes of matters handled. Outside Counsel shall, upon request, promptly provide the Corporation Counsel with copies of any applicable policies required under this section, and/or a certificate of insurance. Each policy provided must be certified by the agent or underwriter to be a true copy. If Outside Counsel does not have coverage or if coverage is cancelled and not immediately replaced with comparable coverage, Outside Counsel must immediately report this to the Corporation Counsel.

J. File Retention

For Litigated Matters: Outside Counsel shall retain pleadings, correspondence, discovery materials, deposition transcripts and similar documents and work product for a period of no less than seven (7) years from the date the matter is concluded or for the time period specified by rule

or law in the jurisdiction in which the matter was pending, whichever is longer. Beyond this period, Outside Counsel shall notify the City in writing no less than sixty (60) days prior to destroying any file. Along with the written notification, Outside Counsel shall submit an inventory of any original City documents contained in the file to be destroyed and a representation that any electronic version of the file will also be destroyed or deleted.

For Bond and Other Transactions, and Advice Matters: Documents shall be retained in accordance with the same policies applicable to litigated matters unless applicable law mandates any longer retention schedule. However, bond counsel and transactional/advice counsel shall retain all transcripts of transactions and memoranda of advice indefinitely unless otherwise directed by the Corporation Counsel.

III. Billing

A. Rates

The total amount of this agreement shall not exceed $75,000.00.

The City will pay for actual services rendered at rates established in Requests for Qualifications or otherwise agreed to in advance. At the time of Outside Counsel's initial engagement, Outside Counsel shall furnish the Corporation Counsel with a schedule of billing rates for partners, associates and all other timekeepers expected to bill time against the matter for review and approval prior to billing time to the City. Because of City procurement rules, the rates applicable at the inception of each specific matter must remain in effect for the duration of that matter.

a. For services rendered or in connection with each bond sale a fee of $3,500 plus $1.00 per $1,000 of bonds issued for the first $15,000,000 and $0.75 per $1,000 issued in excess of $15,000,000. If more than 1 series of bonds issued; fee $1,000 per series.
b. For review of OS, CDD or other disclosure documents billed at an aggregated fee of $600.
c. For services rendered or in connection with each note sale a fee of $0.50 per $1,000 of notes issued for the first $15,000,000 and $0.45 per $1,000 in excess of $15,000,000. If more than 1 series of notes issued; fee $500 per series.
d. For services rendered in connection with arbitrage; $500 fee.
e. Services rendered beyond the scope of those described above will be billed at the hourly rates in effect when the services are rendered. These rates range from $135.00 to $215.00 per hour depending on the attorney or paralegal involved. RAB financing to be billed to private developer the rates range from $180.00 to $325.00 depending on the paralegal or attorney involved.
f. In the event that services are provided that do not result in the issuance of permanent or temporary obligations, the fee to be charged shall be provided in paragraph e above.

Hourly rates shall include all overhead costs (*see* Acceptable Fees/Charges, below), none of which shall be included in disbursements.

Time must be billed in 0.1 hour increments and on a per-task basis. The time entry

description must be specific, detailing the action taken and the subject matter. Absent prior consent, the City will not pay for more than ten (10) hours of time by a single timekeeper in a single day, but the Corporation Counsel may increase that number of permissible hours in matters of special urgency or where cases are in or approaching trial.

Outside Counsel shall bear in mind that invoices may be disclosed pursuant to the City's open records laws and that courts may not sustain assertions of privilege by the City. Although the City will endeavor to redact privileged information before releasing bills for public consumption, Outside Counsel shall, to the extent practicable and consistent with the need to fully inform the City of its activities and to allow the City to evaluate the reasonableness of billing narratives, avoid the inclusion of privileged matter in invoices.

B. Invoicing Policy

All invoices must be submitted to the Corporation Counsel.

For litigation, advice, and non-bond transactional matters, Outside Counsel generally are expected to submit monthly invoices within thirty days of the conclusion of the billing period, absent the City's prior consent to a longer delay. All charges must reflect the work performed within the billing period or a reasonable time before the billing period. Absent good cause, as defined by the City, the City will not pay for services or expenses incurred more than 90 days prior to the date the invoice is submitted. For bond matters, Outside Counsel are expected to submit their invoice within thirty days of the conclusion of the transaction.

Absent a specific agreement to an alternative fee arrangement, Outside Counsel fees shall be computed by applying the negotiated hourly rate to the time for the services expended. Hours shown must accurately reflect the time spent on the described activity and must either be the exact amount of time or the exact time rounded down to the nearest one-tenth of an hour. Block billing—grouping multiple activities under a single time charge—will not be accepted, and the City will not pay for any time recorded in a block fashion unless this requirement is waived by the Director of the City of Law or his or her designee.

Every bill from Outside Counsel is deemed to be a certification by the firm and billing partner that all legal services and disbursements reflected on the bill are reasonable for the legal matter involved and necessary for the proper provision of legal services to the City.
The City may deduct certain fees and charges that are inconsistent with this Agreement.

The City reserves the right to audit all fee and disbursement details that Outside Counsel submit, as well as the corresponding legal file. The City will promptly terminate the services of any Outside Counsel whose billing practices raise questions about the Outside Counsel's integrity, honesty or compliance with the applicable rules of professional conduct or this Agreement.

C. Invoice Format
Each invoice will include the following minimum requirements:

- Unique invoice number
- Invoice date
- Matter name
- Outside Counsel's matter number
- Date(s) services were performed
- Timekeeper name or ID
- Timekeeper title or level
- A narrative description of the services provided or tasks performed for each specific task. The description shall clearly state the nature of the task performed sufficient to allow the City to determine why it was necessary. Incomplete or vague charge descriptions are unacceptable. Examples of incomplete or vague charges include, but are not limited to: 'analysis', 'review file,' 'conference', 'attention to matter'; 'worked on discovery', 'work on file', 'prepare for meeting', 'misc.', and 'other'.
- Time entry to the nearest tenth (.10) of an hour
- Timekeeper rate
- Charge total
- Detail of reimbursable expenses and disbursements at actual cost

The detailed billing report from Outside Counsel's system will provide this information. If Outside Counsel provides services on more than one matter during a billing period, a separate invoice for each matter is required.

D. Acceptable Fees/Charges

Overhead charges may not be billed. The City will not reimburse Outside Counsel for basic support services, which the City deems to be part of Outside Counsel's overhead and built into its rates. The City will not pay for any of the following items under any circumstances:

- Billing inquiries
- Opening and closing files
- Internal filing
- Secretarial services (including overtime charges)
- Word processing or proofreading
- Maintenance of a calendar or tickler system
- Investigating potential conflicts
- Preparing budgets
- Library usage (including book purchases or subscriptions) or library staff time
- Office supplies
- Conference room charges

E. Basic legal research may not be billed. Outside Counsel shall be familiar with the basic substantive law at issue in the matter for which the firm was retained, and the City shall not be charged for this type of research. If legal research benefits other clients, only the proportionate share of that cost shall be billed to the City. The City shall also benefit from previously prepared briefs and memoranda, and when such briefs or memoranda exist, will

pay only for actual time spent updating or tailoring the same. All other anticipated legal research shall be addressed in Outside Counsel's proposed budget. Legal research projects necessary in a particular litigation assignment must be approved in advance by the Corporation Counsel before the research is commenced.

The City will pay only for the actual time spent by Outside Counsel or other approved timekeeper conducting the research. As explained *infra*, fees charged by electronic or other research services, including library fees, Westlaw, Lexis and other online services are considered general overheard and are not reimbursable.

F. Out-of-pocket costs must be itemized and passed through with no markup. The City will reimburse Outside Counsel for reasonable, documented and itemized out-of-pocket disbursements and costs incurred on behalf of the City, with the exceptions and limitations set forth in this Agreement. Outside Counsel's invoices to the City shall reflect the actual cost and shall not include any markup. All disbursements must be fully itemized with a description sufficient for review, identifying the number of units, price per unit and total cost. The City may refuse to pay for disbursements billed as 'miscellaneous,' billed in a group (e.g., Travel Expenses - $4,000.00) or disbursements without descriptions.

G. Prohibited disbursements. The City considers certain disbursements to be part of a law firm's overhead and will not pay such charges. These items include:

- Rent (including temporary office space)
- Westlaw, Lexis and other legal database services
- Cost or usage of computers or mobile devices or internet service charges
- Equipment rental
- Storage charges
- Catering for internal meetings
- Meals (except during business travel, and then limited to $70 per day)
- Mileage for short trips (<30 miles one way)
- Travel costs exceeding discounted, non-refundable coach fares except where excess costs have been approved in advance
- Telephone charges
- Facsimile charges
- Allocated charges from a firm's blanket service agreements with outside vendors

H. Copying/scanning. Copying charges may be billed to the City at the lesser of the most favorable rate applied by Outside Counsel or five cents per page. The City will reimburse for document scanning at Outside Counsel firm's regular rate, up to a maximum of five cents per page, for document productions, but the City will not pay time charges associated with scanning, and there shall be no charges associated with the scanning and filing of court papers and correspondence. Every effort shall be made to minimize scanning expenses by working with documents in electronic format whenever possible.

I. Couriers and Overnight Mail. The City will reimburse for actual charges billed to Outside Counsel for deliveries (including overnight express) that are necessary in the interest of speed

and reliability. Outside Counsel shall use the lowest cost service consistent with need and reliability, and to arrange schedules, whenever practicable, to avoid the need for premium-priced couriers. Outside Counsel shall use less expensive means, such as email (encrypted, when necessary) or regular mail where it is practical to do so.

J. Travel Expenses. All air and rail travel must be first approved by the Corporation Counsel, ideally as part of the case budget. Outside Counsel shall use good judgment in selecting hotels and restaurants and incurring expenses for which the taxpayers are to be charged. Outside Counsel shall use alternatives to travel such as conference calls or videoconferences whenever practicable. If the travel involves another client, the City may be billed only for its proportionate share of both time and related expenses.
Non-working travel time is not billable without the Corporation Counsel's prior approval.

K. Reimbursement of Meals for Overnight Travel. The City will reimburse for meals consumed while traveling overnight on City business, but limited (absent prior approval) to no more than seventy dollars ($70) per person, per day. Under no circumstances will the City reimburse costs for alcoholic beverages.

L. Maintenance of Expense Records. To ensure compliance with the City's reimbursement policies, Outside Counsel shall require itemization of out-of-pocket expenses such as airline tickets, meals and hotel bills before making reimbursement to any attorney, employee or third party, and maintain original receipts. Travel and meal expenses and receipts may be audited and shall be retained by Outside Counsel in accordance with applicable IRS guidelines. Unless requested to do so by the City, Outside Counsel shall not forward copies of travel and meal expense receipts to the City with the firm's invoices.

M. Personal Expenses Not Reimbursable. Please take care to distinguish between personal expenses and properly chargeable business expenses. The City will not reimburse for, among other things, recreation fees, salon or spa charges, pay-per-view movies or other personal entertainment charges, airline baggage charges, travel agency expenses, shoe shines, toiletries, dry cleaning or laundry (except in the unlikely event travel of more than seven days' duration is required), or luggage.

N. Vendor discounts must be passed through. If Outside Counsel receives a discount or rebate from a vendor based on the aggregate level of business with that vendor, such discount shall be disclosed and the City shall receive the benefit on a proportionate basis. This does not include frequent-flyer miles or similar perquisites allocated to individual travelers.

IV. CONFIDENTIALITY

In the course of representing the City, Outside Counsel will frequently gain access to nonpublic and confidential information. The City requires Outside Counsel to maintain the confidentiality of such information both during and after the course of Outside Counsel's representation of the City. Outside Counsel must have in place appropriate procedures to ensure the protection of all such information. In the event the representation requires Outside Counsel to become privy to protected personally-identifiable information about any person, such as health or financial

records, Social Security numbers or other such information, then this information must be handled with the utmost care both within facilities in Outside Counsel's control, and certainly when that information is being transported. Under no circumstances shall such confidential information be transported outside Outside Counsel's offices--either physically or over the public internet--unless the information is appropriately encrypted. In the event information is compromised or potentially compromised, Outside Counsel must notify the City immediately.

Outside Counsel must follow all statutory, regulatory, and ethical provisions relating to privacy, confidentiality and nondisclosure of all privileged, proprietary and confidential information. Outside Counsel must take appropriate measures to ensure that all legal and nonlegal personnel are familiar with this requirement and are effectively supervised in this regard.

Vendors to whom Outside Counsel gives access to confidential or proprietary material of the City (including work product) must sign the confidentiality agreement attached as Appendix A. It is the responsibility of Outside Counsel to obtain a signed confidentiality agreement from each vendor and to retain those agreements.

This Confidentiality Section, and the corresponding Confidentiality Agreement attached as Appendix A, is above and beyond any relationships or privileges held or created separate and apart from this Agreement.

V. NEW JERSEY BUSINESS REGISTRATION REQUIREMENTS

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

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

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

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

VI. TERMINATION

The City reserves the right to terminate the within Agreement at any time for any reason whatsoever, in which event Outside Counsel shall be paid for services due up to the date of termination. Thereafter, this Agreement shall be considered null and void with no further rights or obligations emanating therefrom. Unless sooner terminated or renewed, this contract shall be for a term of one (1) year commencing on the date the contract is executed by City officials.

VII. GENERAL TERMS.

A. Governing Law/Jurisdiction

This Agreement will be interpreted in accordance with, and governed by, the laws of the State of New Jersey. The courts of the State of New Jersey will have exclusive jurisdiction and the parties irrevocably attorn to the jurisdiction of such courts.

B. Counterparts Clause

This Agreement may be executed by e-mail in counterparts all of which will be deemed originals and legally binding once delivered to each of the other parties' authorized e-mail addresses and such delivery is acknowledged by reply e-mail. Although not necessary to legally bind the parties, each party agrees to promptly circulate signed originals in sufficient number to the other parties for record-keeping purposes after completing the e-mail execution and delivery. All counterparts when executed and delivered (by e-mail or in paper form) will be construed together to be an original and will constitute one and the same agreement.

C. City of Jersey City Contractor Pay-to-Play Reform Ordinance

This contract was awarded in accordance with the City of Jersey City's Contractor Pay-to-Play Reform Ordinance, Section 3-51.1 of the City Code. As such the undersigned does hereby attest that Outside Counsel, its subsidiaries, assigns or principals have neither made a reportable contribution in the one year period preceding the date that the City Council awards the contract that would be deemed to be a violation of Section 3-51.1, nor will Consultant, its subsidiaries, assigns or principals make a reportable contribution during the term of the contract that would be in violation of Section 3-51.1.

D. City of Jersey City Lobbyist Disclosure Ordinance

This contract was awarded in accordance with the provisions of the City's Disclosure of Lobbyist Representative Status Ordinance §3-9.1 et seq. adopted on June 12, 2002. As such the undersigned does hereby attest that Outside Counsel either did not retain the services of a lobbyist to lobby on behalf of Outside Counsel for the award of this contract, or if a lobbyist was retained by the Outside Counsel for such purposes, the Outside Counsel's lobbyist, prior to commencing his/her lobbying activities, filed a notice of lobbyist representative status form with the City Clerk. Any Outside Counsel whose lobbyist failed to comply with the provisions of Ordinance §3-9.1 et seq, following notice and an opportunity to be heard, shall be disqualified from entering into contracts with the City for a period of two (2) years for each violation.

E. Compliance with Affirmative Action Plan

(a) If the Agreement exceeds $40,000, it shall also be subject to the Affirmative Action amendments to the Law Against Discrimination, N.J .S.A. 10:5·31 et seq.

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

1) A supplemental Affirmative Action Agreement pursuant to N.J.S.A.10:5·31 et seq. (for contracts which exceed $40,000). Exhibit "A" is attached hereto and incorporated herein by reference.

2) An Affirmative Action Employee Information Report (form AA· 302) for contracts which exceed $40,000;

By accepting an engagement by the City, law firms will be deemed to have familiarized themselves with this agreement and to have agreed to adhere to it in all respects, now and as they may be amended from time to time upon written notice and acceptance. This acceptance is a matter both of contract and professional responsibility.

IN WITNESS WHEREOF, the parties have executed this Agreement and have agreed that it shall be effective as of the _____ day of _____, 2016.

Attest:

City of Jersey City

_____

Robert Byrne
City Clerk

_____

Robert Kakoleski
Business Administrator

WITNESS:

_____

_____

By:
Firm:

APPENDIX A CONFIDENTIALITY AGREEMENT

CONFIDENTIALITY AGREEMENT

_____ (Subcontractor), as a contractor of Outside Counsel retained by the City of Jersey City (the "City") pursuant to an "Outside Counsel Agreement" dated _____, hereby acknowledges and agrees as follows:

1. All documents and data, including but not limited to financial, statistical, personnel, customer and/or technical documents, owned or supplied by the City to the Subcontractor, shall be treated as confidential (Documents and Data). The Subcontractor shall take all necessary and reasonable precautions to ensure that the City's Documents and Data are safeguarded. Use of the Documents and Data is strictly limited to that use necessary to complete the scope of work agreed upon, which may include disclosure to employees, officers or agents of any subcontractor assisting with the scope of work. Any other use, and any sale or offering of the Documents and Data in any form by the Subcontractor, or any individual or entity in the Subcontractor's charge or employ, will be considered a violation of this Confidentiality Agreement and may result in termination of the agreement between Subcontractor and the law firm retained by the City, and the Subcontractor's suspension or debarment from City contracting. In addition, such conduct may be reported to the appropriate authorities for possible criminal prosecution.

2. Subcontractor shall be responsible to ensure that all agents and individuals or entities in the Subcontractor's charge or employ adhere to this Confidentiality Agreement. A breach of confidentiality by any individual or entity in the Subcontractor's charge or employ will be considered a violation of this Confidentiality Agreement by the Subcontractor.

3. In the event that Subcontractor, its agent or any individual or entity in the Subcontractor's charge or employ receives a subpoena, demand, or other request for any of the City's documents or data, Subcontractor shall promptly notify the City and shall not turn over any of the City's documents or data.

4. The Subcontractor shall comply with all applicable City and Federal laws that require the notification of individuals in the event of unauthorized release of personally-identifiable information or other event requiring notification. In the event of a breach of any of the Subcontractor's confidentiality obligations or other event requiring notification under applicable law ("Notification Event"), the Subcontractor agrees to assume responsibility for informing all such individuals in accordance with applicable law and to indemnify, hold harmless and defend the City and its trustees, officers, and employees from and against any claims, damages, or other harm related to such Notification Event.

5. Upon termination of this Confidentiality Agreement the Subcontractor shall return or erase, destroy, and render unreadable all Subcontractor copies of City Documents and Data, both physical and electronic, and certify in writing that these actions have been completed within 30

days of the termination of this Confidentiality Agreement or within 14 days of the request of an agent of the City, whichever shall come first.

6. This Confidentiality Agreement shall survive the Subcontractor's termination of the contract between the law firm retained by the City and Subcontractor or upon completion of the scope of work related to the City.

Subcontractor/Firm: _____

By: _____

Title: _____

Date: _____

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

City Clerk File No. Res. 16.721

Agenda No. 10.Z.3

Approved: OCT 2 6 2016

TITLE:

RESOLUTION AUTHORIZING THE AWARD OF A PROFESSIONAL SERVICES AGREEMENT WITH THE LAW FIRM OF HEROLD LAW, P.A. TO REPRESENT THE CITY OF JERSEY CITY IN CONNECTION WITH THE ACQUISITION OF THE MOST EASTERLY END OF WEGMAN COURT

COUNCIL offered and moved adoption of the following resolution:

WHEREAS, the City of Jersey City requires the services of an attorney to serve as Special Counsel to represent the City of Jersey City in the acquisition of the most easterly end of Wegman Court; and

WHEREAS, the law firm of Herold Law, P.A. are highly qualified to undertake the acquisition and to represent the City of Jersey City and are willing to do so at the City's hourly rate perform these services; and

WHEREAS, special counsel agreed to provide these services at an hourly rate of **$150.00** per hour, including expenses, for a total amount not to exceed **$50,000**; and

WHERES, in October, 2016, the City publicly advertised a Request for Qualifications (RFQ) using the "fair and open process" as described under the Pay-to-Play Law; and

WHERES, Herold Law, P.A. submitted a Qualification Statement in response to the City's RFQ; and

WHERES, N.J.S.A. 40A:11-15 requires professional services contracts to be renewed on an annual basis; and

WHERES, this contract is made in accordance with the "fair and open process" of the Pay-to-Play Law; and

WHERES, Herold Law, P.A. 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 Herold Law, P.A. from making any reportable contributions during the term of the contract; and

WHERES, Herold Law, P.A. has submitted a Chapter 271 Political Contribution Disclosure Certification at least 10 days prior to the award of this contract; and

WHERES, Herold Law, P.A. has submitted its Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance 08-128 adopted on September 3, 2008; and

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

1. An agreement is awarded to Herold Law, P.A. to represent the City of Jersey City in the acquisition of the most easterly end of Wegman Court, for a total amount of **$50,000**, including expenses.

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.

TITLE:

RESOLUTION AUTHORIZING THE AWARD OF A PROFESSIONAL SERVICES AGREEMENT WITH THE LAW FIRM OF HEROLD LAW, P.A. TO REPRESENT THE CITY OF JERSEY CITY IN CONNECTION WITH THE ACQUISITION OF THE MOST EASTERLY END OF WEGMAN COURT

3. 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.

4. The Mayor or Business Administrator is hereby authorized to execute an agreement in substantially the form attached subject to such modification as the Corporation Counsel deems appropriate or necessary.

5. A copy of this resolution will be published in a newspaper of general circulation in the City of Jersey City as required by law within (10) days of the adoption of the resolution.

I hereby certify that there are sufficient funds available in Account No.: **16-01-201-20-155-312** for payment of this resolution. P.O #122795

Donna Mauer, Chief Financial Officer

:igp
10/19/16

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 10.26.16											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
HALLANAN	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

RESOLUTION FACT SHEET - CONTRACT AWARD

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

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING THE AWARD OF A PROFESSIONAL SERVICES AGREEMENT WITH THE LAW FIRM OF HEROLD LAW, P.A. TO REPRESENT THE CITY OF JERSEY CITY IN CONNECTION WITH THE ACQUISITION OF THE MOST EASTERLY END OF WEGMAN COURT

Project Manager

Department/Division	Law	Law
Name/Title	Jeremy Farrell	Corporation Counsel
Phone/email	201-547-4667	JFarrell@jcnj.org

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

Contract Purpose

Due to the nature of this matter, specialized outside counsel is necessary. The firm of Herold Law, P.A. are highly experienced and uniquely qualified to undertake the acquisition of the property.

Cost (Identify all sources and amounts)

Law Department Funds
16-01-201-20-155-312
$50,000

Contract term (include all proposed renewals)

One Year

Type of award Fair/Open

If "Other Exception", enter type

Additional Information

I certify that all the facts presented herein are accurate.

Signature of Department Director **Date**

Outside Counsel Agreement

This **Agreement** dated the _____ day of _____, 2016 between the **City of Jersey City**, a municipal corporation, with offices at 280 Grove Street, Jersey City, New Jersey 07302 ("City") and **Herold Law, P.A.**, 25 Independence Blvd., Warren, New Jersey 07059, ("Special Counsel"). The Corporation Counsel of the City of Jersey City has selected Special Counsel to serve as Outside Counsel in connection with *the acquisition of the most easterly end of Wegman Court.*

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

I. CONFLICTS OF INTEREST

A. Initial Conflicts Check.

Outside Counsel must be sensitive both to direct conflicts of interest that representation of the City and other clients poses, and to the less direct, but nevertheless serious, conflicts that may arise from the same firm's advocacy, on behalf of other clients, of positions conflicting with important City interests. Prior to Outside Counsel's engagement, Outside Counsel shall carefully review whether any conflicts of either type exist and, if so, bring those conflicts to the attention of the Corporation Counsel. The City shall be promptly informed of and consulted with respect to all potential conflicts. Although issue conflicts may not necessarily result in a disqualification of Outside Counsel, the City shall be consulted before Outside Counsel accepts an engagement that will require the firm to advocate a position that may be adverse to a City legal interest or otherwise prejudicial to the interests of the City. The City in its sole discretion shall, after consultation with Outside Counsel, determine whether an impermissible conflict exists, or whether other circumstances exist that would undermine the public's confidence if representation by Outside Counsel continued.

Outside Counsel's acceptance of an engagement on a matter without written disclosure of any conflicts constitutes Outside Counsel's representation that it has conducted an appropriate conflict check and no conflict exists.

B. City Conflicts.

The City has a duty to protect the public interest. As part of this responsibility, the City sets policies to ensure that the legal system operates in a manner that safeguards the public's confidence in the integrity and impartiality of its administration. For this reason, in addition to

insisting that its attorneys follow the Rules of Professional Conduct, the City prohibits Outside Counsel that represent the City, while such matter is pending, from:

(1) Representing private parties before the City or any of its boards, proceedings, commissions or autonomous agencies in adversarial, transactional or non-adversarial proceedings. Outside Counsel also may not, on behalf of a private client, lobby the City or any City department.

(2) Representing private parties in any matter in which the City also is a party, if the private party has interests adverse to the City.

(3) Representing a private client with interests adverse to the City.

(4) Representing another client if that representation would present a substantial risk that Outside Counsel's responsibilities to the City would limit its ability to provide independent advice or diligent and competent representation either to the City or the other client.

(5) Representing another client where the Outside Counsel's knowledge of the City's legal positions or strategy, derived from its representation or prospective representation of the City, could be used to the advantage of the other client or the disadvantage of the City.

C. Continuing Obligation.

The obligation to disclose conflicts continues throughout the course of the representation. Outside Counsel must review conflicts of interest on an ongoing basis as new matters are opened. Any new attorney/client relationships that potentially create a conflict shall be reported to the Corporation Counsel immediately.

D. Attorney-Client Privilege Group/No Representation of Other Persons/Entities Absent Approval.

Outside attorneys engaged to represent the City (as opposed to a named person) shall consider themselves to have formed an attorney-client relationship *only* with the City, and not any of its individual employees. When speaking with current or former employees of the City, Outside Counsel shall, as appropriate, advise those employees that although their dialogue will be considered attorney-client communications to the fullest possible extent, counsel's responsibility is to the City and they do not represent those employees in their individual capacities. As a matter proceeds, if employees of the City will be examined under oath or interviewed in other adverse contexts, and if Outside Counsel believe it advisable for them to represent the employees in their individual capacities at such events, Outside Counsel must obtain the Corporation Counsel's advance consent before agreeing to represent such persons in their individual capacities. The Corporation Counsel, in consultation with other City personnel,

will determine if it is appropriate for the individual to receive representation and, if so, by whom.

Outside Counsel who are engaged to represent both an entity and employees of that entity simultaneously shall take all necessary steps to ensure the continuing absence of conflicts, and to preserve their ability to continue representing the entity in the event that conflicts develop between the entity and individual clients.

II. WORKING RELATIONSHIP

A. Identification of Objectives/Relationship Attorney.

The Corporation Counsel or his designee will be Outside Counsel's principal and regular point of contact for financial and strategic decisions. Only the Corporation Counsel or his designee has authority to direct Outside Counsel in the handling of the matter. If a City employee other than the Corporation Counsel or his designee asks Outside Counsel to proceed in a certain fashion or to perform certain activities with respect to a specific legal matter, Outside Counsel shall report the request to the Corporation Counsel and obtain direction prior to proceeding.

Outside counsel shall designate an Attorney to be the Corporation Counsel's principal contact. In all matters, the City remains ultimately responsible for making all substantive decisions and determining the costs and benefits of contemplated legal activity. In many matters, City attorneys will act as full co-counsel and be engaged with Outside Counsel in the day-to-day conduct of the case. In matters where Outside Counsel is handling that day-to-day conduct without City personnel as co-counsel, the City shall be consulted on a regular basis throughout the course of Outside Counsel's engagement and to be kept fully informed of the current status and proposed course of the matters assigned to Outside Counsel's firm. All strategic, tactical, staffing (including any proposed staffing changes) and significant resource allocation decisions about City legal matters must be made in collaboration with the Corporation Counsel.

B. Early Case Assessment/Cost Assessment.

Each complex matter is to be thoroughly evaluated at its outset. The same applies to actions in which the City is the plaintiff, except that the analysis will be performed before the case is filed. In any matter, Outside Counsel shall provide an early case assessment that includes analysis of (1) likely costs to the City from the process, (2) possible outcomes, indicating the likelihood of each, and (3) strategy and tactics for termination or resolution. The format of the early case assessment may vary from a formal written document to a verbal briefing or a combination of a written budget with a verbal briefing on other aspects of the case.

Please note that time spent preparing a budget is not billable, but counsel may bill for time spent preparing an early case assessment or a recommended discovery plan.

The City places significant reliance on cost estimates and Outside Counsel shall prepare them with care. Although the City understands that unanticipated events may have an impact on costs, the City shall be consulted promptly if Outside Counsel believes that the most recent cost estimate provided is no longer accurate. Should total fees or costs exceed the agreed budget, or should fees or costs for a phase of the case exceed the agreed estimate for that phase, without adequate explanation in advance that the increased expense will be necessary, the City may require that an increased discount be applied to unanticipated fees or costs and reserves the right not to pay Outside Counsel for any amounts incurred or expended in excess of the approved budget or estimate.

For bond matters and other transactional engagements, counsel may be expected to provide a fee cap for the transaction, approved by the City, prior to commencing work. Only where a transaction materially changes in scope will the City consider revisions to an agreed fee cap. No payments above the agreed fee cap shall be made unless and until a revised fee cap has been approved in writing by the Director of the City or his/her designee.

C. Staffing.

Unless otherwise agreed, the senior attorney retained shall be directly and ultimately responsible for the entire assignment. The day-to-day involvement of that senior attorney, however, shall be appropriate to the magnitude of the matter and the efficiency required for a timely, cost effective, quality work product. When a senior attorney can handle an assignment most efficiently (based on skill and experience), that senior attorney shall complete the assignment.

The City shall be billed for only one attorney to attend events such as depositions, witness meetings, settlement conferences, negotiations and meetings with other parties' counsel. The City recognizes that in more complex matters and those with multiple work-streams, it may occasionally be appropriate for multiple attorneys to attend significant events and for members of the team to consult with each other. The City insists, however, that no more than the minimum number of attorneys necessary to an event attend, that billable internal conferences and charges for drafting and reading internal email correspondence occur only when absolutely required, and that the Corporation Counsel be regularly informed both of the number of attorneys who will attend significant events and the reason for the attendance of each billing timekeeper.

The City believes that it is most efficient for a single attorney or group of attorneys to handle a matter from beginning to end and Outside Counsel shall strive for such continuity. The City will not pay for learning time that may result from staffing changes at Outside Counsel's firm. In addition, the City will not reimburse Outside Counsel for any routine training or supervisory time, including time spent at seminars, unless specifically approved in advance and included as part of the budget. The City will not ordinarily pay for summer associate time unless such time

has been identified as part of the approved staffing plan for appropriate work. The City will not pay for time submitted by librarians; secretaries; billing, filing, docketing or document clerks; internal messengers/couriers; temporary or clerical support staff; word processors; and IT professionals other than electronic discovery specialists serving a function similar to that of paralegals/case managers. The City also will not pay for time billed by attorneys or paralegals to perform tasks (filing, indexing, etc.) that could and should have been handled by support personnel.

D. Settlement.

Outside Counsel shall have no settlement authority unless and until such authority is explicitly conferred on them by the Corporation Counsel. If Outside Counsel believes that settlement should be pursued, Outside Counsel must seek instructions in this regard from the Corporation Counsel, and not pursue formal or informal settlement discussions without the Corporation Counsel's approval. Outside Counsel shall immediately inform the Corporation Counsel of any settlement proposal or overture, formal or informal, by the opposing party or counsel. Please note that under no circumstances can the City agree to designate a settlement agreement as confidential. All City settlement records are, by definition, public documents.

E. Media Relations/Law Firm Advertising.

The City does not authorize outside counsel or vendors to comment publicly in any manner on any aspect of the City's legal matters. All media inquiries relating to the City shall be referred promptly to the Corporation Counsel and discussed with the Corporation Counsel before responding to the media contact in any manner. This includes even "no comment" or other non-substantive responses. If time is of the essence and Outside Counsel cannot reach the Corporation Counsel, the Press Secretary in the Office of the Mayor shall be contacted.

The City does not permit Outside Counsel to advertise or promote their relationship with the City, other than by listing the City as a representative client.

F. Engagement of E-Discovery and Other Vendors, Including Experts.

Before engaging any vendor, including electronic discovery firms and experts, lobbyists or other consultants (in each case, a "vendor"), Outside Counsel must pre-clear that engagement with the Corporation Counsel, unless the Corporation Counsel has explicitly granted exceptions to this preclearance requirement. The City will not be responsible for vendor fees or costs unless that vendor's engagement was pre-approved by the City. The City may require Outside Counsel to engage vendors with which the City has master contracts or preferred pricing arrangements, and always will insist on engagement of the lowest-cost vendor qualified to handle a task (understanding that complex tasks may require vendors with specialized expertise).

Outside Counsel will pay all third-party service providers directly and will bill the City for those services' detailed disbursements included in monthly invoices. This City will not accept separate invoices from service providers directly to the City for payment.

Outside Counsel has the responsibility to ensure that there are no conflicts between any vendor and the City. In addition, all vendors must execute the confidentiality agreement attached as Appendix A. The fee and disbursement policies as outlined in this Agreement shall be made available to, and followed by vendors. It is Outside Counsel's responsibility to confirm that all third party billings comply with this Agreement.

Vendor payment arrangements shall be discussed in advance with the Corporation Counsel. In general, Outside Counsel shall contract with vendors themselves and pay the third party invoices directly, incorporating those invoices into their own bills to the City and including appropriate detail for reasonable review by City personnel. The City may request Outside Counsel to provide full copies of vendor invoices; Outside Counsel therefore shall retain those invoices in accordance with IRS guidelines. The Corporation Counsel may approve other payment arrangements, including (in rare cases) direct contracting with and payment by the City.

When engaging court reporting services, Outside Counsel shall request only one transcript (electronic or hard copy). The City will not reimburse charges for additional transcripts.

G. <u>Adherence to Ethical Standards</u>.

The City conducts itself in accordance with the highest ethical standards and expects the same of its Outside Counsel. No City employee ever has authority to instruct Outside Counsel to act in an unethical manner. If Outside Counsel believes that a City employee has engaged or will engage in illegal or unethical activity, Outside Counsel must immediately advise the Corporation Counsel. The City will terminate its relationship with any Outside Counsel who, in the City's sole discretion, fails to adhere to the foregoing ethical standards.

At all times, Outside Counsel will remain aware of and in compliance with each of the City's "Pay-to-Play" ordinances and any amendments thereto.

H. <u>Gratuities</u>.

City officers and employees are prohibited from accepting any gift, favor, service or other thing of value related in any way to the City officer's or employee's public duties. In addition, any vendor to the City is prohibited from offering a gift or other thing of value to a City officer or employee with which the vendor transacts business or offers to transact business. Any City officer or employee is prohibited from soliciting a gift or thing of value from a City vendor. This includes charitable donations made in the name of a City employee.

The City reserves the right to amend this Agreement from time to time, providing written notification to Outside Counsel within thirty (30) days of the effective date of any substantive changes. Failure to accept amendments may result in the termination of services from the City.

I. Malpractice Insurance.

Outside Counsel representing the City shall maintain malpractice insurance coverage that is reasonable and prudent in relation to the types and sizes of matters handled. Outside Counsel shall, upon request, promptly provide the Corporation Counsel with copies of any applicable policies required under this section, and/or a certificate of insurance. Each policy provided must be certified by the agent or underwriter to be a true copy. If Outside Counsel does not have coverage or if coverage is cancelled and not immediately replaced with comparable coverage, Outside Counsel must immediately report this to the Corporation Counsel.

J. File Retention.

For Litigated Matters: Outside Counsel shall retain pleadings, correspondence, discovery materials, deposition transcripts and similar documents and work product for a period of no less than seven (7) years from the date the matter is concluded or for the time period specified by rule or law in the jurisdiction in which the matter was pending, whichever is longer. Beyond this period, Outside Counsel shall notify the City in writing no less than sixty (60) days prior to destroying any file. Along with the written notification, Outside Counsel shall submit an inventory of any original City documents contained in the file to be destroyed and a representation that any electronic version of the file will also be destroyed or deleted.

For Bond and Other Transactions, and Advice Matters: Documents shall be retained in accordance with the same policies applicable to litigated matters unless applicable law mandates any longer retention schedule. However, bond counsel and transactional/advice counsel shall retain all transcripts of transactions and memoranda of advice indefinitely unless otherwise directed by the Corporation Counsel.

III. Billing

A. Rates.

Outside Counsel shall be compensated at the rate of $150.00 per hour, including expenses. The total amount of this agreement shall not exceed $50,000.

The City will pay for actual services rendered at rates established in Requests for Qualifications or otherwise agreed to in advance. At the time of Outside Counsel's initial engagement, Outside Counsel shall furnish the Corporation Counsel with a schedule of billing rates for partners, associates and all other timekeepers expected to bill time against the matter for review and approval prior to billing time to the City. Because of City procurement rules, the rates

applicable at the inception of each specific matter must remain in effect for the duration of that matter.

Hourly rates shall include all overhead costs (*see* Acceptable Fees/Charges, below), none of which shall be included in disbursements.

Time must be billed in 0.1 hour increments and on a per-task basis. The time entry description must be specific, detailing the action taken and the subject matter. Absent prior consent, the City will not pay for more than ten (10) hours of time by a single timekeeper in a single day, but the Corporation Counsel may increase that number of permissible hours in matters of special urgency or where cases are in or approaching trial.

Outside Counsel shall bear in mind that invoices may be disclosed pursuant to the City's open records laws and that courts may not sustain assertions of privilege by the City. Although the City will endeavor to redact privileged information before releasing bills for public consumption, Outside Counsel shall, to the extent practicable and consistent with the need to fully inform the City of its activities and to allow the City to evaluate the reasonableness of billing narratives, avoid the inclusion of privileged matter in invoices.

B. <u>Invoicing Policy</u>.

All invoices must be submitted to the Corporation Counsel.

For litigation, advice, and non-bond transactional matters, Outside Counsel generally are expected to submit monthly invoices within thirty days of the conclusion of the billing period, absent the City's prior consent to a longer delay. All charges must reflect the work performed within the billing period or a reasonable time before the billing period. Absent good cause, as defined by the City, the City will not pay for services or expenses incurred more than 90 days prior to the date the invoice is submitted. For bond matters, Outside Counsel are expected to submit their invoice within thirty days of the conclusion of the transaction.

Absent a specific agreement to an alternative fee arrangement, Outside Counsel fees shall be computed by applying the negotiated hourly rate to the time for the services expended. Hours shown must accurately reflect the time spent on the described activity and must either be the exact amount of time or the exact time rounded down to the nearest one-tenth of an hour. Block billing—grouping multiple activities under a single time charge—will not be accepted, and the City will not pay for any time recorded in a block fashion unless this requirement is waived by the Director of the City of Law or his or her designee.

Every bill from Outside Counsel is deemed to be a certification by the firm and billing partner that all legal services and disbursements reflected on the bill are reasonable for the legal matter involved and necessary for the proper provision of legal services to the City. The City may deduct certain fees and charges that are inconsistent with this Agreement.

The City reserves the right to audit all fee and disbursement details that Outside Counsel submit, as well as the corresponding legal file. The City will promptly terminate the services of any Outside Counsel whose billing practices raise questions about the Outside Counsel's integrity, honesty or compliance with the applicable rules of professional conduct or this Agreement.

C. Invoice Format.

Each invoice will include the following minimum requirements:

- Unique invoice number
- Invoice date
- Matter name
- Outside Counsel's matter number
- Date(s) services were performed
- Timekeeper name or ID
- Timekeeper title or level
- A narrative description of the services provided or tasks performed for each specific task. The description shall clearly state the nature of the task performed sufficient to allow the City to determine why it was necessary. Incomplete or vague charge descriptions are unacceptable. Examples of incomplete or vague charges include, but are not limited to: 'analysis', 'review file,' 'conference', 'attention to matter'; 'worked on discovery', 'work on file', 'prepare for meeting', 'misc.', and 'other'
- Time entry to the nearest tenth (.10) of an hour
- Timekeeper rate
- Charge total
- Detail of reimbursable expenses and disbursements at actual cost

The detailed billing report from Outside Counsel's system will provide this information. If Outside Counsel provides services on more than one matter during a billing period, a separate invoice for each matter is required.

D. Acceptable Fees/Charges.

Overhead charges may not be billed. The City will not reimburse Outside Counsel for basic support services, which the City deems to be part of Outside Counsel's overhead and built into its rates. The City will not pay for any of the following items under any circumstances:

- Billing inquiries
- Opening and closing files
- Internal filing
- Secretarial services (including overtime charges)

- Word processing or proofreading
- Maintenance of a calendar or tickler system
- Investigating potential conflicts
- Preparing budgets
- Library usage (including book purchases or subscriptions) or library staff time
- Office supplies
- Conference room charges

E. **Basic legal research may not be billed.**

Outside Counsel shall be familiar with the basic substantive law at issue in the matter for which the firm was retained, and the City shall not be charged for this type of research. If legal research benefits other clients, only the proportionate share of that cost shall be billed to the City. The City shall also benefit from previously prepared briefs and memoranda, and when such briefs or memoranda exist, will pay only for actual time spent updating or tailoring the same. All other anticipated legal research shall be addressed in Outside Counsel's proposed budget. Legal research projects necessary in a particular litigation assignment must be approved in advance by the Corporation Counsel before the research is commenced.

The City will pay only for the actual time spent by Outside Counsel or other approved timekeeper conducting the research. As explained *infra*, fees charged by electronic or other research services, including library fees, Westlaw, Lexis and other online services are considered general overheard and are not reimbursable.

F. **Out-of-pocket costs must be itemized and passed through with no markup.**

The City will reimburse Outside Counsel for reasonable, documented and itemized out-of-pocket disbursements and costs incurred on behalf of the City, with the exceptions and limitations set forth in this Agreement. Outside Counsel's invoices to the City shall reflect the actual cost and shall not include any markup. All disbursements must be fully itemized with a description sufficient for review, identifying the number of units, price per unit and total cost. The City may refuse to pay for disbursements billed as 'miscellaneous,' billed in a group (e.g., Travel Expenses - $4,000.00) or disbursements without descriptions.

G. **Prohibited disbursements.**

The City considers certain disbursements to be part of a law firm's overhead and will not pay such charges. These items include:

- Rent (including temporary office space)
- Westlaw, Lexis and other legal database services
- Cost or usage of computers or mobile devices or internet service charges
- Equipment rental

•Storage charges
•Catering for internal meetings
•Meals (except during business travel, and then limited to $70 per day)
•Mileage for short trips (<30 miles one way)
•Travel costs exceeding discounted, non-refundable coach fares except where excess costs have been approved in advance
•Telephone charges
•Facsimile charges
•Allocated charges from a firm's blanket service agreements with outside vendors

H. Copying/scanning.

Copying charges may be billed to the City at the lesser of the most favorable rate applied by Outside Counsel or five cents per page. The City will reimburse for document scanning at Outside Counsel firm's regular rate, up to a maximum of five cents per page, for document productions, but the City will not pay time charges associated with scanning, and there shall be no charges associated with the scanning and filing of court papers and correspondence. Every effort shall be made to minimize scanning expenses by working with documents in electronic format whenever possible.

I. Couriers and Overnight Mail.

The City will reimburse for actual charges billed to Outside Counsel for deliveries (including overnight express) that are necessary in the interest of speed and reliability. Outside Counsel shall use the lowest cost service consistent with need and reliability, and to arrange schedules, whenever practicable, to avoid the need for premium-priced couriers. Outside Counsel shall use less expensive means, such as email (encrypted, when necessary) or regular mail where it is practical to do so.

J. Travel Expenses.

All air and rail travel must be first approved by the Corporation Counsel, ideally as part of the case budget. Outside Counsel shall use good judgment in selecting hotels and restaurants and incurring expenses for which the taxpayers are to be charged. Outside Counsel shall use alternatives to travel such as conference calls or videoconferences whenever practicable. If the travel involves another client, the City may be billed only for its proportionate share of both time and related expenses. **Non-working travel time is not billable without the Corporation Counsel's prior approval.**

K. Reimbursement of Meals for Overnight Travel.

The City will reimburse for meals consumed while traveling overnight on City business, but limited (absent prior approval) to no more than seventy dollars ($70) per person, per day. Under no circumstances will the City reimburse costs for alcoholic beverages.

L. Maintenance of Expense Records.

To ensure compliance with the City's reimbursement policies, Outside Counsel shall require itemization of out-of-pocket expenses such as airline tickets, meals and hotel bills before making reimbursement to any attorney, employee or third party, and maintain original receipts. Travel and meal expenses and receipts may be audited and shall be retained by Outside Counsel in accordance with applicable IRS guidelines. Unless requested to do so by the City, Outside Counsel shall not forward copies of travel and meal expense receipts to the City with the firm's invoices.

M. Personal Expenses Not Reimbursable.

Please take care to distinguish between personal expenses and properly chargeable business expenses. The City will not reimburse for, among other things, recreation fees, salon or spa charges, pay-per-view movies or other personal entertainment charges, airline baggage charges, travel agency expenses, shoe shines, toiletries, dry cleaning or laundry (except in the unlikely event travel of more than seven days' duration is required), or luggage.

N. Vendor discounts must be passed through.

If Outside Counsel receives a discount or rebate from a vendor based on the aggregate level of business with that vendor, such discount shall be disclosed and the City shall receive the benefit on a proportionate basis. This does not include frequent-flyer miles or similar perquisites allocated to individual travelers.

IV. CONFIDENTIALITY

In the course of representing the City, Outside Counsel will frequently gain access to nonpublic and confidential information. The City requires Outside Counsel to maintain the confidentiality of such information both during and after the course of Outside Counsel's representation of the City. Outside Counsel must have in place appropriate procedures to ensure the protection of all such information. In the event the representation requires Outside Counsel to become privy to protected personally-identifiable information about any person, such as health or financial records, Social Security numbers or other such information, then this information must be handled with the utmost care both within facilities in Outside Counsel's control, and certainly when that information is being transported. Under no circumstances shall such confidential information be transported outside Outside Counsel's offices--either physically or over the public internet--unless the information is appropriately encrypted. In the event information is

compromised or potentially compromised, Outside Counsel must notify the City immediately.

Outside Counsel must follow all statutory, regulatory, and ethical provisions relating to privacy, confidentiality and nondisclosure of all privileged, proprietary and confidential information. Outside Counsel must take appropriate measures to ensure that all legal and nonlegal personnel are familiar with this requirement and are effectively supervised in this regard.

Vendors to whom Outside Counsel gives access to confidential or proprietary material of the City (including work product) must sign the confidentiality agreement attached as Appendix A. It is the responsibility of Outside Counsel to obtain a signed confidentiality agreement from each vendor and to retain those agreements.

This Confidentiality Section, and the corresponding Confidentiality Agreement attached as Appendix A, is above and beyond any relationships or privileges held or created separate and apart from this Agreement.

V. NEW JERSEY BUSINESS REGISTRATION REQUIREMENTS

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

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

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

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

VI. TERMINATION

The City reserves the right to terminate the within Agreement at any time for any reason whatsoever, in which event Outside Counsel shall be paid for services due up to the date of

termination. Thereafter, this Agreement shall be considered null and void with no further rights or obligations emanating therefrom. Unless sooner terminated or renewed, this contract shall be for a term of one (1) year commencing on the date the contract is executed by City officials.

VII. GENERAL TERMS

A. Governing Law/Jurisdiction.

This Agreement will be interpreted in accordance with, and governed by, the laws of the State of New Jersey. The courts of the State of New Jersey will have exclusive jurisdiction and the parties irrevocably attorn to the jurisdiction of such courts.

B. Counterparts Clause.

This Agreement may be executed by e-mail in counterparts all of which will be deemed originals and legally binding once delivered to each of the other parties' authorized e-mail addresses and such delivery is acknowledged by reply e-mail. Although not necessary to legally bind the parties, each party agrees to promptly circulate signed originals in sufficient number to the other parties for record-keeping purposes after completing the e-mail execution and delivery. All counterparts when executed and delivered (by e-mail or in paper form) will be construed together to be an original and will constitute one and the same agreement.

By accepting an engagement by the City, law firms will be deemed to have familiarized themselves with this agreement and to have agreed to adhere to it in all respects, now and as they may be amended from time to time upon written notice and acceptance. This acceptance is a matter both of contract and professional responsibility.

Attest:

_____

Robert Byrne
City Clerk

City of Jersey City

_____

Robert Kakoleski
Business Administrator

WITNESS:

_____

Herold Law, P.A.

_____

By:
Firm:

APPENDIX A

CONFIDENTIALITY AGREEMENT

_____ (Subcontractor), as a contractor of Outside Counsel retained by the City of Jersey City (the "City") pursuant to an "Outside Counsel Agreement" dated _____, hereby acknowledges and agrees as follows:

1. All documents and data, including but not limited to financial, statistical, personnel, customer and/or technical documents, owned or supplied by the City to the Subcontractor, shall be treated as confidential (Documents and Data). The Subcontractor shall take all necessary and reasonable precautions to ensure that the City's Documents and Data are safeguarded. Use of the Documents and Data is strictly limited to that use necessary to complete the scope of work agreed upon, which may include disclosure to employees, officers or agents of any subcontractor assisting with the scope of work. Any other use, and any sale or offering of the Documents and Data in any form by the Subcontractor, or any individual or entity in the Subcontractor's charge or employ, will be considered a violation of this Confidentiality Agreement and may result in termination of the agreement between Subcontractor and the law firm retained by the City, and the Subcontractor's suspension or debarment from City contracting. In addition, such conduct may be reported to the appropriate authorities for possible criminal prosecution.

2. Subcontractor shall be responsible to ensure that all agents and individuals or entities in the Subcontractor's charge or employ adhere to this Confidentiality Agreement. A breach of confidentiality by any individual or entity in the Subcontractor's charge or employ will be considered a violation of this Confidentiality Agreement by the Subcontractor.

3. In the event that Subcontractor, its agent or any individual or entity in the Subcontractor's charge or employ receives a subpoena, demand, or other request for any of the City's documents or data, Subcontractor shall promptly notify the City and shall not turn over any of the City's documents or data.

4. The Subcontractor shall comply with all applicable City and Federal laws that require the notification of individuals in the event of unauthorized release of personally-identifiable information or other event requiring notification. In the event of a breach of any of the Subcontractor's confidentiality obligations or other event requiring notification under applicable law ("Notification Event"), the Subcontractor agrees to assume responsibility for informing all such individuals in accordance with applicable law and to indemnify, hold harmless and defend the City and its trustees, officers, and employees from and against any claims, damages, or other harm related to such Notification Event.

5. Upon termination of this Confidentiality Agreement the Subcontractor shall return or erase, destroy, and render unreadable all Subcontractor copies of City Documents and Data, both physical and electronic, and certify in writing that these actions have been completed within 30 days of the termination of this Confidentiality Agreement or within 14 days of the request of an agent of the City, whichever shall come first.

6. This Confidentiality Agreement shall survive the Subcontractor's termination of the contract between the law firm retained by the City and Subcontractor or upon completion of the scope of work related to the City.

Subcontractor/Firm: _____

By: _____

Title: _____

Date: _____

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. S12J 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: Craig S. Provorny, President
Representative's Signature: Craig Provorny
Name of Company: HEROLD LAW, P.A.
Tel. No.: 908-647-1022 Date: 5/4/16

EXHIBIT A (*Continuation*)

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

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

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract_compliance

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

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

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

The undersigned vendor further agrees to furnish the required forms of evidence and

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

Representative's Name/Title (Print): Craig S. Provorny, President

Representative's Signature: Craig S. Provorny

Name of Company: HEROLD LAW, P.A.

Tel. No.: 908-647-1022 **Date:** 5/4/16

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: HEROLD LAW, P.A.

Address: 25 Independence Blvd., Warren, NJ 07059

Telephone No.: 908-647-1022

Contact Name: Jean M. Cadman

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

Women 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 Herold Law, P.A. (name of business entity) has not made any reportable contributions in the **one-year period preceding May 4, 2016 (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 HEROLD LAW, P.A. (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: HEROLD LAW, P.A.

Signed: [signature] Title: President

Print Name: Craig S. Provorny Date: 5/4/16

Subscribed and sworn before me
this 4th day of May, 2016.
My Commission expires:

[signature]
(Affiant)

(Print name & title of affiant) (Corporate Seal)

JEAN M. CADMAN
A Notary Public of New Jersey
My Commission Expires 11/1/2020

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

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 (s).

Election Fund for Steven Fulop (2013)	Councilperson Frank Gajewski
Team Fulop	Councilperson Khemraj "Chico" Ramchal
Team Fulop Runoff	Councilperson Richard Boggiano
Lavarro for Council	Councilperson Michael Yun
Councilperson Joyce E. Watterman	Councilperson Candice Osborne
Councilperson Daniel Rivera	Councilperson Diane Coleman

Part II – Ownership Disclosure Certification

[x] 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
Anthony J. Reitano	3 Carriage Hill, Far Hills, NJ 07931
Raymond S. Siberine	324 Maple St., New Providence, NJ 07974
Kevin J. O'Donnell	1001 VistaDelMar Dr., Delray Beach FL 33483
Joseph M. Lemond	2 Trails End Court, Warren, NJ 07059
Frank T. Araps	72 BelleGlades Ln., Belle Meade, NJ 08502
Craig S. Provorny	115 Shadybrook Ln., Princeton, NJ 08540
Robert F. Simon	7 Pfizer Drive, Gladstone, NJ 07934
Eric Tunis	121 Benson Pl., Westfield, NJ 07090
Michael J. Faul, Jr.	204 Minebrook Road, Far Hills, NJ 07931

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: HEROLD LAW, P.A.
Signed: [signature] Title: President
Print Name: Craig S. Provorny Date: 5/4/16

Subscribed and sworn before me this 4th day of May, 2016

My Commission expires:

JEAN M. CADMAN
A Notary Public of New Jersey
My Commission Expires 11/1/2020

(Affiant)

(Print name & title of affiant) (Corporate Seal)

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:	HEROLD LAW, P.A.		
Address:	25 Independence Boulevard		
City:	Warren	State: NJ	Zip: 07059

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 S. Provorny 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
NONE			$0.00

☐ Check here if the information is continued on subsequent page(s)

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name:	HEROLD LAW, PROFESSIONAL ASSOCIATION
Trade Name:	
Address:	25 INDEPENDENCE BLVD WARREN, NJ 07059-6747
Certificate Number:	0074270
Effective Date:	August 18, 1986
Date of Issuance:	May 04, 2016

For Office Use Only:

20160504104430525

Certification 17495

CERTIFICATE OF EMPLOYEE INFORMATION REPORT

RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of 15-SEP-2015 to 15-SEP-2022

HEROLD AND HAINES, P.A.
25 INDEPENDENCE BLVD.
WARREN NJ 07059

Andrew P. Sidamon-Eristoff
State Treasurer

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

City Clerk File No. Res. 16.722

Agenda No. 10.Z.4

Approved: OCT 2 6 2016

TITLE:

RESOLUTION AUTHORIZING THE AWARD OF A PROFESSIONAL SERVICES CONTRACT TO CP ENGINEERS, LLC IN CONNECTION WITH VARIOUS FIREHOUSES AND POLICE DISTRICTS - EMERGENCY GENERATOR TRANSFER SWITCH INSTALLATIONS, PROJECT NO. 2015-015 FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF ARCHITECTURE

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, the City of Jersey City (City) requires the services of a consulting engineering firm in connection with electrical engineering services to assess various firehouses and police districts for the installation of emergency generator transfer switches; and

WHEREAS, the City did solicit a Request for Qualifications (RFQ) for General Engineering Services through the fair and open process, and evaluated each firm as to its qualifications to provide these services; and

WHEREAS, a list of pre-qualified firms has been posted to the Jersey City Website; and

WHEREAS, the City is awarding this contract pursuant to the Fair and Open Provisions of the Pay-to-Play Law, N.J.S.A. 19:44A-20.4 et seq.; and

WHEREAS, CP Engineers, LLC, 35 Sparta Avenue, Sparta, New Jersey 07871 possesses the necessary qualifications to undertake this project and has submitted the attached proposal dated July 6, 2016 to provide services for a sum not to exceed $65,800.00; and

WHEREAS, CP Engineers, LLC, have submitted its Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance 08-128 adopted on September 3, 2008; and

WHEREAS, these funds are available for this expenditure from General Building - Capital Account:

Account	P. O. #	Amount
04-215-55-943-990	122601	$65,800.00

WHEREAS, pursuant to the Local Public Contracts Law (N.J.S.A. 40A:11-1 et seq.) these services are professional services, which may be awarded without public bidding; and

WHEREAS, the Resolution authorizing the award and the agreement itself must be available for public inspection.

Continuation of Resolution _____ Pg. # 2

City Clerk File No. Res. 16.722

Agenda No. 10.Z.4 OCT 2 6 2016

TITLE:

RESOLUTION AUTHORIZING THE AWARD OF A PROFESSIONAL SERVICES CONTRACT TO CP ENGINEERS, LLC IN CONNECTION WITH VARIOUS FIREHOUSES AND POLICE DISTRICTS - EMERGENCY GENERATOR TRANSFER SWITCH INSTALLATIONS, PROJECT NO. 2015-015 FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF ARCHITECTURE

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

1. The Mayor or Business Administrator is authorized to execute a professional services agreement in substantially the form of the attached with the firm of CP Engineers, LLC for a lump sum fee not to exceed SIXTY-FIVE THOUSAND EIGHT HUNDRED 00/100 DOLLAR ($65,800.00) for the contract period of twelve (12) months;

2. This agreement is awarded without competitive bidding as a professional services agreement under the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq.;

3. A copy of this Resolution will be published in a newspaper of general circulation within the City of Jersey City as required by law within ten (10) days of the adoption of this Resolution;

4. Certification of Compliance with the City's Contractor Pay to Play Reform Ordinance attached hereto and incorporated herein by reference, shall be placed on file with this resolution; and

5. The award of this contract shall be subject to the condition that CP Engineers LLC provide satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et-seq.

I, Donna Mauer (Donna Mauer), as Chief Financial Officer, hereby certifies that these funds are available for this expenditure in Account No. 04-215-55-943-990 for payment of the above Resolution. PO 122601

RR/ab

October 4, 2016

APPROVED: _____

APPROVED: _____
Business Administrator

APPROVED AS TO LEGAL FORM

R.R. 10-11-16

_____
Corporation Counsel

Certification Required ☒

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 10.26.16											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
HALLANAN	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

_____
Rolando R. Lavarro, Jr., President of Council

_____
Robert Byrne, City Clerk

RESOLUTION FACT SHEET - CONTRACT AWARD

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

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING THE AWARD OF A PROFESSIONAL SERVICES CONTRACT TO CP ENGINEERS, LLC IN CONNECTION WITH VARIOUS FIREHOUSES AND POLICE DISTRICTS – EMERGENCY GENERATOR TRANSFER SWITCH INSTALLATIONS, PROJECT NO. 2015-015 FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF ARCHITECTURE

Project Manager

Department/Division	Administration	Architecture
Name/Title	Brian F. Weller, L.L.A., A.S.L.A.	Director
Phone/email	(201) 547-5900	wellerb@jcnj.org

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

Contract Purpose

The City of Jersey City (First Responders) was awarded a grant from FEMA for Hazard Mitigation for this generator project. The installation of these transfer switches must be installed no later than December 21, 2018 under this grant.

The services of a professional engineering consultant are needed for evaluation of the thirteen (13) firehouses and police districts slated for the installation of emergency generator transfer switches. Consultant will assess the electrical conditions at each location, prepare construction documents for the installation of the emergency generators transfer switches needed. These documents will work in conjunction with the City's documents for public bid.

Professional design services to be included in this Contract will encompass the following disciplines:

1. Site visits of the 13 facilities for evaluation of existing conditions;
2. Development of construction documents; and
3. Assistance during construction phase.

Cost (Identify all sources and amounts)

$65,800.00 (General Building – Capital Account)
04-215-55-943-990

Contract term (include all proposed renewals)

The term of this will be twelve (12) months after award of the contract.

Type of award Fair and Open

If "Other Exception", enter type

Additional Information

The Division of Architecture solicited four (4) RFP from our list of pre-qualified consultants; however, only two (2) proposals were received from the following:

1. CP Engineers, LLC. $ 65,800.00
2. KS Engineers, P.C. $148,950.00

I certify that all the facts presented herein are accurate.

Signature of Division Director **Date** 10/5/20

CITY OF JERSEY CITY
DEPARTMENT OF ADMINISTRATION
DIVISION OF ARCHITECTURE
PUBLIC WORKS COMPLEX | 13-15 LINDEN AVE. EAST | JERSEY CITY, NJ 07305
P: 201 547 5900 | F: 201 547 5806

STEVEN M. FULOP
MAYOR OF JERSEY CITY

ROBERT KAKOLESKI
BUSINESS ADMINISTRATOR

MEMORANDUM

DATE : October 5, 2016

TO : Rolando R. Lavarro, Jr., Council President and Members of the Municipal Council

FROM : Brian F. Weller, L.L.A., Director, Division of Architecture

SUBJECT : Various Firehouses and Police Districts - Transfer Switch Installations
Emergency Services Energy Allocation Initiative
Project No. 2015-015
Re: Electrical Engineering Services

This division received two (2) proposals of the four (4) requested from pre-qualified consultants for electrical engineering consulting services. The services of a professional engineering consultant are needed for the evaluation of thirteen (13) firehouses and police districts slated for the installation of emergency generator transfer switches. Consultant will assess the electrical conditions at each location and prepare construction documents for the electrical work needed for the installations. They are as follows:

1.	CP Engineers, LLC	$ 65,800.00
2.	KS Engineers, P.C.	$148,950.00

Attached for your consideration is the Resolution authorizing the award of a contract to CP Engineers, LLC to provide the following:

1. Evaluate the existing conditions at the thirteen (13) facilities;
2. Preparation of drawings and specifications for the necessary Electrical work; and
3. Assistance during the Construction phase.

If you need any additional information, please do not hesitate to call.

ab

c: Peter Folgado, RPPO, QPA, Purchasing Agent

AGREEMENT

Agreement made this day of 2016, between the CITY OF JERSEY CITY, a municipal corporation of the State of New Jersey ("CITY") and **CP Engineers, LLC, 35 Sparta Avenue, Sparta, New Jersey 07871** ("CONSULTANT").

WHEREAS, the City requires the services of a **professional Engineering Consultant** in connection with the **Various Firehouses and Police Districts - Emergency Generator Transfer Switch Installations.**

WHEREAS, Consultant has the skills and expertise necessary to undertake this project in matters relating to **the installation of emergency generator transfer switches at thirteen (13) firehouses and police districts within Jersey City.**

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

ARTICLE I

Purpose of Agreement

The purpose of this agreement is for CONSULTANT to provide the CITY with professional **engineering** services in connection with **the installation of emergency generator transfer switches at thirteen (13) firehouses and police districts within Jersey City.**

ARTICLE II

Scope of Services

1. CONSULTANT shall perform for the CITY all of the required professional **engineering** services in accordance with the Request for Proposals (RFP) prepared by the Division of Architecture dated **June 24, 2016** and the proposal prepared by the CONSULTANT dated **July 6, 2016.**

COPY

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

ARTICLE III

Contractual Relationship

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

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

ARTICLE IV

Compensation and Payment

1. Compensation for the performance of professional services described in this Agreement will be on a monthly basis in accordance with the attached quote dated **July 6, 2016** with a total cost not to exceed **Sixty-Five Thousand Eight Hundred ($65,800.00) Dollars**.

2. CONSULTANT shall submit to CITY invoices showing the services performed and the charges therefore in proportion to the work completed as described in the attached quote prepared by CONSULTANT. CONSULTANT understands that said invoices must be submitted to the governing body of CITY for approval prior to payment.

ARTICLE V

Insurance

1. The Consultant shall maintain sufficient insurance to protect against all claims under Workmen's Compensation, General Liability, Automobile Liability and Professional Liability and shall be subject to approval for adequacy of protection. Certificates of such insurance, naming the City as an additional insurance when possible, shall be provided. Insurance requirements are as follows:

A. Comprehensive General Liability in the amount of $1,000,000 per occurrence and $2,000,000 in aggregate; including Products & Completed Operations coverage.

B. Workers Compensation with NJ statutory limits and Employer's Liability in the amount of $1,000,000.

C. Automotive Liability in the amount of $1,000,000 combined single limit.

D. Professional Liability in the amount of $2,000,000 per occurrence and in aggregate.

Before commencing the work, the CONSULTANT shall furnish the CITY certificates of such insurance upon execution of this Contract. All certificates shall name the City of Jersey City as an additional insured. All certificates shall bear said City Project Name and Number **Various Firehouses and Police Districts -Transfer Switch Installations; Project No. 2015-015.**

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

A. Comprehensive General Liability, Automobile Liability Coverage, Workmen's Compensation Insurance, and Owner's Protective Liability and Property Damage Insurance shall be kept in force until submission of the CONSULTANT'S final invoice.

B. Professional Liability Insurance should be kept in force until at least one (1) year after completion of this Contract.

ARTICLE VI

Personnel of the Consultant

1. The CONSULTANT shall engage in his sole expense and be responsible for, all engineers, architects, cost estimators and experts as may be required for the proper performance of the Contract, including maintenance of schedules, correlation of their work and resolution of all differences between them. The CONSULTANT shall pay to any such architects, engineers, cost estimators and experts employed on the project, monies commensurate with the professional engineering services rendered by them. It is understood that all such personnel shall be engaged by the CONSULTANT and not the CITY, and the CONSULTANT alone is responsible for their work.

2. All personnel assigned to the Project by the CONSULTANT shall be required to cooperate fully with personnel assigned to the Project by the CITY and in the event the CONSULTANT'S personnel fails to cooperate, the CONSULTANT shall relieve them of their duties on the Project when mutually agreed by both the CITY and the CONSULTANT.

ARTICLE VII

Progress Report

The CONSULTANT shall prepare and send to the CITY on a **bi-weekly** basis a progress report giving the status of the Project. If progress is delayed for any reason, the CONSULTANT shall state the reason for such delay in this report.

ARTICLE VIII

Suspension or Termination

1. Termination: CITY shall have the right to terminate this Agreement in whole or in part upon seven (7) days written notice. Upon receipt of a termination notice, CONSULTANT shall immediately discontinue services. CONSULTANT shall be paid the amount earned by or reimbursable to it hereunder to the time specified in said notice, including all reasonable costs incurred by CONSULTANT in connection with discontinuing the work hereunder, and shall have no further claim against CITY with respect thereto.

2. Suspension: CITY shall have the right to suspend this Agreement at any time, and for any reason, direct the CONSULTANT to stop work under this Contract for a period of time, upon seven (7) days written notice. The CONSULTANT shall resume work as directed by the CITY, in writing. The period during which work shall have been suspended shall be deemed added to the time of performance of this Contract. Stoppage of work shall not give rise to any claim against the CITY for damages or extra remuneration except reasonable costs incurred by CONSULTANT in connection with the suspension of work, and shall have no further claim against CITY with respect thereto.

ARTICLE IX

Arbitration

1. Any disputes or claims arising out of this Agreement, or breach thereof shall be decided by a mutually agreed upon single arbitrator appointed in accordance with the rules of the American Arbitration Association. The arbitrator shall be bound by the terms of this Agreement and shall issue a written opinion explaining the reasons for his award.

2. A demand for arbitration shall be in writing no later than five (5) days after the written decision of the Chief Architect of the Division of Architecture of the CITY on any claim or dispute covered by this Article.

ARTICLE X

Nondiscrimination

In connection with the performance of work under this Contract, the CONSULTANT agrees not to discriminate against any employee or applicant because of race, creed, color, or national origin; and further agrees to insert the forthcoming provisions in all subcontracts for standard commercial supplies or for raw materials.

ARTICLE XI

Compliance with Equal Employment Opportunity/Affirmative Action Plan

1. If the Contract Agreement exceeds $40,000.00, it shall also be subject to the provisions of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 et seq. (Equal Employment Opportunity/Affirmative Action Provisions).

2. This Agreement shall not become effective and Consultant shall provide no services under this Agreement until it has complied with the Equal Employment Opportunity/Affirmative Action Provisions. The Mandatory Equal Employment Opportunity/Affirmative Action Language, Exhibit A summarizes the full, required regulatory text (Exhibit A and Additional EEO/AA mandatory languages and forms are attached hereto and incorporated herein).

3. Consultant shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

   a. A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action programs (good for one year from the date of the letter); or

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 AA 302) provided by the Division and distributed to the public agency to be completed by the contractor, in accordance with N.J.A.C. 17:27-4.

ARTICLE XII

Compliance with Americans with Disabilities Act of 1990

Discrimination on the basis is disability in contracting for the purchase of goods and services is prohibited. Consultant is required to read Americans With Disabilities language that is included as Appendix A of this quote and agree that the provisions of Title II of the Act are made a part of the contract. The contractor is obligated to comply with the Act and to hold the owner harmless.

ARTICLE XIII

Indemnity

The CONSULTANT shall be liable to and hereby agrees to indemnify and hold harmless the CITY and employees of the CITY from any damages and from costs and expenses to which the CITY and its respective employees may be subjected, or which they may suffer or incur by reason of any loss, property damage, bodily injury, or death, resulting solely from an error, omission, or negligent act of the CONSULTANT or anyone employed by the CONSULTANT in the performance of this Contract. Said agreement shall indemnify and defend the CITY, and their respective employees and shall continue in full force for ten (10) years, which is the applicable statute of limitations.

ARTICLE XIV

Entire Agreement

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

2. This Agreement shall in all respects be interpreted and construed and the rights of the parties thereto shall be governed by the laws of the State of New Jersey.

ARTICLE XV

P.L. 2004, c.57 (N.J.S.A. 52:32-44)

MANDATORY BUSINESS REGISTRATION REQUIREMENTS

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).

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

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

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

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

ARTICLE XVI

Political Contributions Prohibition

This contract has been awarded to the Contractor based on the merits and abilities of the contractor to provide the goods or services as described herein. This contract was not awarded through a "fair and open process" pursuant to N.J.S.A. 19:44A-20.4 et seq. As such, the undersigned does hereby attest that the Contractor, its subsidiaries, assigns or principals controlling in excess of 10% of the company have neither made a contribution, that is reportable pursuant to the Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-8 or 19:44A-16, in the one (1) year period preceding the award of the contract that would, pursuant to P.L.2004, c. 19, affect its eligibility to perform this contract, nor will it make a reportable contribution during the term of the contract to any political party committee in the City of Jersey City if a member of that political party is serving in an elective public office of the City of Jersey City when the contract is awarded, or to

any candidate committee of any person serving in an elective public office to the City of Jersey City when the contract is awarded.

ARTICLE XVII

Chapter 271 Political Contribution Disclosure

Contractor is advised of its responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Law Enforcement Commission (ELEC) pursuant to N.J.S.A. 19:44A-20.13 (P.L. 2005,c271) if the Contractor receives contracts in excess of $50,000 from public entities in a calendar year. It is the Contractor's responsibility to determine if filing is necessary. Additional information on this requirement is available from ELEC at 888-313-3532 or at www.elec.state.nj.us.

ARTICLE XVIII

City of Jersey City Contractor Pay-to-Play Reform Ordinance

The contract will be awarded in accordance with the City of Jersey City's Contractor Play-to-Play Reform Ordinance 08-128 adopted on September 23, 2008. The Contractor, its subsidiaries, assigns or principals will be required to certify that they have neither made a reportable contribution in the one year period preceding the date that the City Council awards the contract that would be deemed to be a violation of Ordinance 08-128, not will Contractor, its subsidiaries, assigns or principals make a reportable contribution during the term of the contract that would be in violation of Ordinance 08-128.

ARTICLE XIX

City of Jersey City Lobbyist Disclosure Ordinance

This contract was awarded in accordance with the provisions of the City's Disclosure of Lobbyist Representative Status Ordinance §3-9.1 et seq. adopted on June 12, 2002. As such the undersigned does hereby attest that Contractor either did not retain the services of a lobbyist to lobby on behalf of the Contractor for the award of this contract, or if a lobbyist was retained by the Contractor for such purposes, the Contractor's lobbyist, prior to commencing his/her lobbying activities, filed a notice of lobbyist representative status form with the City Clerk. Any Contractor whose lobbyist failed to comply with the provisions of Ordinance §3-9.1 et seq, following notice and an opportunity to be heard, shall be disqualified from entering into contracts with the City for a period of two (2) years for each violation.

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

CITY OF JERSEY CITY

_____
ROBERT KAKOLESKI
Business Administrator

Date: _____

ATTEST

_____
ROBERT BYRNE
City Clerk

Date:_____

ATTEST:

_____

CP Engineers, LLC

BY:_____

APPROVED AS TO LEGAL FORM

_____
RAYMOND REDDINGTON
Supervising Ass't. Corporation Counsel

APPROVED FOR INSURANCE REQUIREMENTS

_____
MATT HOGAN
Risk Manager

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

STEVEN M. FULOP
MAYOR OF JERSEY CITY

ROBERT KAKOLESKI
BUSINESS ADMINISTRATOR

June 24, 2016

Mr. Joseph Mikalka
CP Engineers
35 Sparta Avenue
Sparta, New Jersey 07871

SUBJECT: Various City Buildings - Electrical Modification/Upgrades
Emergency Services Energy Allocation Initiative
Project No. 2015-015
Re: Electrical Engineering Services

Dear Mr. Mikalka;

The Jersey City Division of Architecture (JCA) is seeking professional services of an electrical engineering consultant. The City of Jersey City is planning generator connections with transfer switch upgrades/modifications to the existing electrical services of thirteen (13) fire houses and police districts listed below and located within the City's limits. The services shall include investigation, design and preparation of construction documents (plans and specifications in Masterspec format) for all work necessary to match the design requirements and effect code compliance for each location.

The architectural and consulting engineering drawings and specifications will be combined and sent out as a complete contract to be publicly bid.

Below are the addresses of the fire houses and police districts along with an initial assessment of upgrades/modifications provided by an electrical contractor. With the exception of #13, these facilities are listed on the State and National Registers as well as the Municipal Register. Proposed work subject to Historic Preservation Commission review and approval. All ATS are to be located inside buildings with exception of Engine Co. #17. These upgrades/modifications must be confirmed, designed and specified by the consultant:

1. 282 Central Avenue - Police Precinct North District; full service replacement, ATS.
2. 191 Bergen Avenue - Police Precinct South District ; utilize existing service, retrofit ATS.
3. 283 Halladay Street - Fire Engine Co. #10; utilize existing service, retrofit ATS.
4. 2 Bergen Avenue - Fire Engine #19; utilize existing service, retrofit (400amp ATS).
5. 152 Lincoln Street - Fire Engine #11; utilize existing service, retrofit ATS.
6. 200 Sip Avenue - Fire Engine Co. #15; utilize existing service, retrofit ATS.

7. 582 Communipaw Avenue - Fire Rescue #1; full service replacement, ATS.
8. 207 Seventh Street - Police Precinct East District; full Service Replacement ATS.
9. 160 Grand Street - Fire Engine Co. #2; utilize existing service, retrofit ATS.
10. 152 Linden Avenue - Fire Engine Co. #13; utilize existing service, retrofit ATS.
11. 468 Ocean Avenue - Fire Engine Co. #22; full service replacement, relocate to upper level.
12. 697 Bergen Avenue - Fire Engine Co. #9; utilize existing service, retrofit ATS.
13. 255 Kearny Avenue - Fire Engine Co. #17; utilize existing service (2), retrofit ATS into service drop, connect and incorporate two services on the exterior.

SCOPE OF WORK

The consulting engineer shall provide the following services for each of the fire house/police districts sites listed above; installation objective in this scope of work should be identical at all 13 sites and as described herein:

1. Investigate the existing electrical systems; provide field surveys of the existing site conditions. Locate and identify existing utility services and expansion capacities as applicable.

   The existing electrical systems in these buildings vary greatly in design, age, general conditions, capacity to accommodate existing load requirements, logistics as it pertains to locations, and degree of difficulty in keeping a building energized while retrofitting Transfer Switches TS's into existing system. Flood plain management requirements and certifications exist in at least three of the installations. Four (4) systems may require full replacement.

2. Provide a preliminary design, including outline specifications indicating proposed systems to be included. Provide manufacturers' cut sheets for review and approval by the JCA.

3. Preparation of electrical contract documents (drawings and specifications) for:

   A. Upgrade or modify electrical service as required. Verify if existing services will be adequate for work included under this contract and prepare to upgrade as needed.

   B. Design for a quick connect, auxiliary emergency means of connection to existing electrical systems:

      Provide service rated, Automatic Transfer Switch (ATS) or Manual Transfer Switch (MTS) with quick connect capabilities. TS will be sized to accommodate 75% of service ampacity characteristic that is existing.

      This quick connect system is designed to accommodate portable, trailer mount generators, the design does not restrict any one site, to a particular generator type or size. In most locations the TS will be located on the exterior of the building, in a location where a portable generator would not create a human safety hazard, or impede the normal operation and efficiency of that facility.

In other cases, possibly due to historical requirements or property boundary restrictions, TS's will be located within the structures, yet readily accessible.

Contract specifications shall be in AIA Masterspec format to maintain uniformity throughout the documents.

Contract documents must be in sufficient detail to minimize claims for additional compensations by the contractor. All items of work must be fully developed leaving no interpretation by the contractor. The City may require equal compensation from the consultant for change orders arising out of error and/or omissions on the consultants documents, if the error and/or omissions could have or should have been detailed or delineated on the construction documents.

4. Preparation of probable cost of construction for related items.

5. Assistance in bid evaluation for related items and review of related subcontractors past performances. Provide the City with a letter of recommendation or denial of the respective low bid subcontractor.

6. Attendance at preconstruction meeting.

7. Review and approval of shop drawings.

8. Review and approval of monthly payments and attendance at monthly job payment meetings.

9. Periodic visits of the construction sites. Minimum twice per month, one in conjunction with the monthly job payment meeting.

10. Provide punch lists at project substantial completion of related items.

Provide electrical construction drawings, schedules and specifications in AIA Masterspec format, signed by N.J. Licensed Engineer as per the following for each site:

1. Individual submittals of ESI (Engineering Service Inquiries) to P.S.E.&G. to coordinate electrical work with scheduled shut downs.

2. Modifications to existing services and services that must be replaced.

3. Provide provisions for Individual electrical permits will be required, including plan reviews, inspections, certifications, and approvals.

4. Indicate when building permits will be required with description of work included.

5. Bidding phase:

   a. RFI response allowance

   Construction Phase:

   a. Construction meeting attendance

   b. Site inspection allowance

INFORMATION TO BE INCLUDED IN PROPOSAL

Your proposal for the professional services shall include the following information:

1. Firm name (i.e., partnership, corporation, etc.)
2. Address (give address from where project would be administered).
3. Contact person.
4. Phone number.
5. Name of principals and New Jersey License registration numbers.
6. Name of key personnel who would be involved in the project with experience of each and years with firm.

COMPENSATION

The contract between the consultant and the City of Jersey City will provide for compensation to the consultant based on a lump sum amount not to be exceeded which shall include all reimbursable expenses.

The proposal shall also provide a schedule of hourly rates for those personnel anticipated to participate in the project. Hourly rates shall be inclusive of all expenses and shall be used as a basis for monthly billing under each category.

At the completion of the engineering assessment of the above listed facilities, the consultant shall provide the Division of Architecture with one set of existing conditions drawings for each location, in electronic Auto CAD format, with recommended upgrades/modification to each site. Signed and sealed set of upgrades/modifications documents for each location shall be provided by the consultant.

MISCELLANEOUS

Attached is a standard professional services agreement with a list of insurance requirements which the consultant shall purchase and maintain during the project term. Insurance certificates will be required in order to execute the agreement. Please review the requirements carefully. In addition, the consultant awarded the contract is required to fill out and return the required Affirmative Action statements.

Prior to submitting your proposal, the consultant should review the existing conditions at each of the thirteen (13) sites listed. Access should be coordinated with our office during normal working hours.

In preparing your proposal, do not qualify or limit the quantities for man-hours for specific tasks such as number of meetings, phone hours, etc. The intent of this quote is to contract for professional services to complete all tasks listed within a normal range of services.

If you are interested in the above work, kindly submit a written proposal addressed to me, with a a cover letter addressed and faxed to Mr. Peter Folgado, RPPO, QPA Purchasing Agent, Division of Purchasing, 394 Central Avenue, Second Floor, Jersey City, New Jersey 07307, fax number is (201) 547-6586, by 4:00 P.M., **Friday, July 8, 2016.** DO NOT SEND PROPOSALS TO THE DIVISION OF ARCHITECTURE. **Provide a lump sum inclusive of all expenses for the work as herein outlined.** Award will be based on the ability to complete the work quickly at a competitive cost.

We look forward to hearing from you.

Respectfully,

BRIAN F. WELLER, L.L.A.
Director

ab
Attachments (Sample Agreement)

Via E-mail and Regular Mail

c: Peter Folgado, Purchasing Agent, RPPO, QPA

35 Sparta Avenue
Sparta, New Jersey 07871
Phone (973) 300-9003
Fax (973) 300-4003
www.cppsc.com

July 6, 2016

Brian F. Weller, L.L.A.
Director, Division of Architecture
City of Jersey City
13-15 Linden Avenue East
Jersey City, NJ 07305

Re: Proposal for Professional Electrical Engineering Services
Various City Buildings (Fire Houses & Police Districts)
Project No. 2015-05

CP Proposal No. 16-119

Dear Mr. Weller:

Pursuant to the Request for Proposals (RFP) issued by the City of Jersey City (City) on June 24, 2016, CP Professional Services (CP) is pleased to provide this Proposal for professional electrical engineering services to be performed in association with transfer switch upgrades and modifications to the existing electrical systems of thirteen (13) fire houses and police districts within the City limits.

As a multi-discipline firm, CP is fully equipped to provide all of the professional engineering services required for the proposed Project. We have a strong history of managing projects from initial planning, design and permitting through construction services.

A review of the Resumes of our assigned staff members will demonstrate the wealth of experience and accomplishment that we will bring to the City on this project. We have also included information regarding our firm, selected project history information and the lump sum cost proposal for our services based on the information you have provided.

Please do not hesitate to contact me should you require any further information, or have any questions regarding the information we have provided.

Sincerely,

CP ENGINEERS, LLC

Stanley G. Ruszcz, P.E.
Managing Partner

m:\business development\1. proposals & quals statements\jersey city\dev of architecture fire-police bldgs\proposal cover letter.docx

CP PROFESSIONAL SERVICES

PROJECT COST PROPOSAL

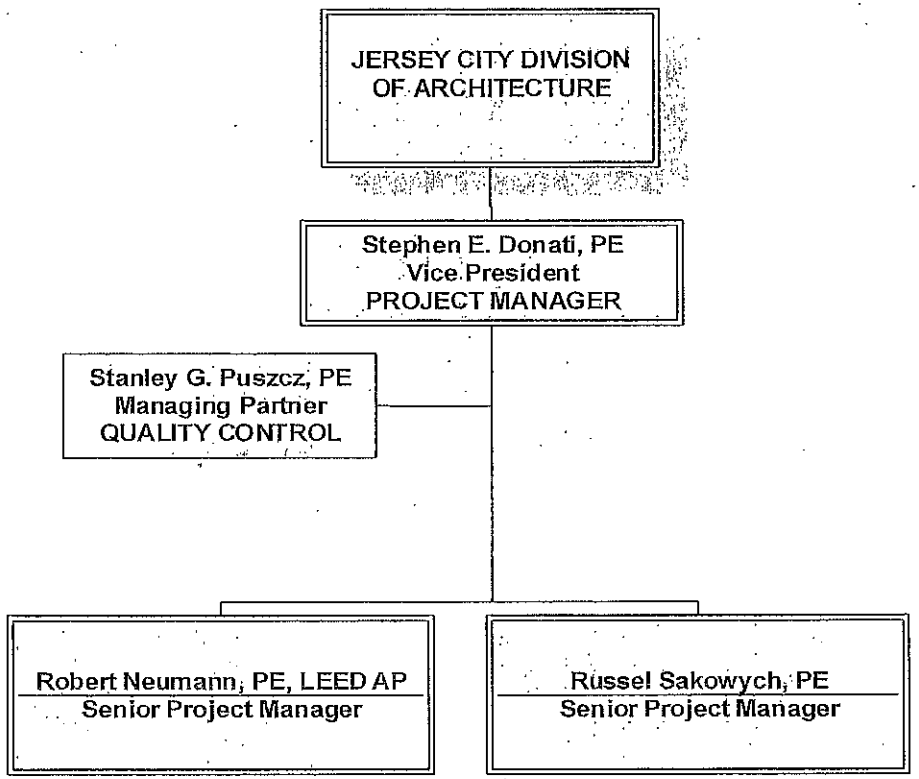
Based on our understanding and interpretation of the Scope of Work in the RFP, we envision that this will be a single comprehensive project, to include all thirteen sites.

We intend to visit four sites per day to observe and document the existing electrical equipment and conditions, and we anticipate that the design phase will be completed within ninety (90) days of receiving a Notice To Proceed and existing building plans in AutoCAD format from the City.

We further anticipate that construction work will occur over a four (4) month period, with multiple sites being worked on concurrently.

CP will perform the required services in the Scope of Work on this project for a lump sum cost of **Sixty Five Thousand, Eight Hundred Dollars ($65,800).**

PROJECT TEAM



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 B Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that the *CP ENGINEERS, 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 ***October 1, 2016*** to any of the following named candidate committee, joint candidates committee; or political party committee representing the elected officials of *Jersey City, Hudson County, New Jersey* as defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (r).

Any Candidate or Joint Candidate Committee	Hallanan for Council
Representing the following:	Friends of Richard Boggiano
Steven Fulop for Mayor 2017	Michael Yun
Lavarro for Councilman	Osborne for Council
Friends of Joyce Watterman	Friends of Councilwoman Diane Coleman
Friends of Daniel Rivera	
Gajewski for Council	

Part II B 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		
Tera Nova Solutions, LLC (TNS)	35 Sparta Avenue	Sparta, NJ 07871	100%
Stanley G. Puszcz	25 Pheasant Walk	Sparta, NJ 07871	33 1/3% of TNS
Raymond A. Roggero	30 Morgan Drive	Sparta, NJ 07871	33 1/3% of TNS
Jose M. Toscano	3 Mackenzie Court	Sparta, NJ 07871	33 1/3% of TNS

Part 3 B 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: CP ENGINEERS, LLC
Signed: _____ Title: Managing Member
Print Name: Raymond A. Roggero Date: 10 - 4 - 16

Subscribed and sworn before me this 4th day of October, 2016.
My Commission expires:

JOSEPH M. MIKULKA
Commission # 2427842
Notary Public, State of New Jersey
My Commission Expires
December 11, 2017

Raymond A. Roggero, Managing Member
(Corporate Seal)

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:	CP ENGINEERS, LLC		
Address:	35 Sparta Avenue		
City:	Sparta	State: NJ	Zip: 07871-1837

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	Raymond A. Roggero Printed Name	Managing Member 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: CP ENGINEERS, LLC
(wholly owned by TERA NOVA SOLUTIONS, LLC)

☒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
☐Limited Partnership
☐Subchapter S Corporation
☐Corporation
☒**Limited Liability Corporation**
☐Sole Proprietorship
☐Limited Liability Partnership

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

Stockholders:

Name: Stanley G. Puszcz (33 1/3%) **Home Address:** **25 Pheasant Walk** **Sparta, NJ 07871**	Name: Home Address:
Name: Raymond A. Roggero (33 1/3%) **Home Address:** **30 Morgan Drive** **Sparta, NJ 07871**	Name: Home Address:
Name: Jose M. Toscano (33 1/3%) **Home Address:** **3 Mackenzie Court** **Sparta, NJ 07871**	Name: Home Address:
Subscribed and sworn before me this 4th day of October, 2016 (Notary Public) My Commission expires: JOSEPH M. MIKULKA Commission # 2427842 Notary Public, State of New Jersey My Commission Expires December 11, 2017	___Raymond A. Roggero,, Managing Member___ (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 CP Engineers, LLC (name of business entity) has not made any reportable contributions in the **one-year period preceding October 1, 2016 or the (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 CP Engineers, 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: CP Engineers, LLC

Signed _____ Title: Managing Member

Print Name Raymond A. Roggero Date: 10-4-16

Subscribed and sworn before me
this 4th day of October, 2016.
My Commission expires:

_____
(Affiant)

Raymond A. Roggero, Managing Member
(Print name & title of affiant) (Corporate Seal)

JOSEPH M. MIKULKA
Commission # 2427842
Notary Public, State of New Jersey
My Commission Expires
December 11, 2017

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

(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 employmentgoals established in accordance with N.J.A.C. 17:27-5.2.

EXHIBIT A (*Continuation*)

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

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

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract_compliance

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

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

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

The undersigned vendor further agrees to furnish the required forms of evidence and

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

Representative's Name/Title (Print): Raymond A. Roggero, Managing Member

Representative's Signature:

Name of Company: CP Engineers, LLC

Tel. No.: (973) 300-9003 **Date:** 10-4-16

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

The contractor and the City of Jersey City, (hereafter "owner") do hereby agree that the provisions of Title II of the Americans With Disabilities Act of 1990 (the "Act") *(42 U.S.C. S121 01* et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

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

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

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

Representative's Name/Title Print): Raymond A. Roggero, Managing Member
Representative's Signature:
Name of Company: CP Engineers, LLC
Tel. No.: (973) 300-9003 **Date:** 10-4-16

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 : CP Engineers, LLC

Address : 35 Sparta Avenue; Sparta, NJ 07871-1837

Telephone No. : (973) 300-9003

Contact Name : Raymond A. Roggero

Please check applicable category :

_____ Minority Owned Business (MBE)

_____ Minority& Woman Owned Business(MWBE)

_____ Woman Owned business (WBE)

__X__ Neither

Definitions
Minority Business Enterprise

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

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

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

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

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

Woman Business Enterprise

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

OFFICE OF EQUAL OPPORTUNITY COPY

Certification

CERTIFICATE OF EMPLOYEE INFORMATION REPORT 49052

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

INITIAL

15-JUL-2012 to 15-JUL-2019

CP ENGINEERS, LLC
115 DEMAREST ROAD, SUITE A
SPARTA NJ 07871

Andrew P. Sidamon-Eristoff
State Treasurer

02/10/14

Taxpayer Identification#

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

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

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

TAXPAYER NAME:
CP ENGINEERS LLC

TRADE NAME:

ADDRESS:
35 SPARTA AVENUE
SPARTA NJ 07871

SEQUENCE NUMBER:
1718267

EFFECTIVE DATE:
05/21/12

ISSUANCE DATE:
02/10/14

Director
New Jersey Division of Revenue

FORM-BRC
(04-08), D285848V

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. 16.723

Agenda No. 10.Z.5

Approved: OCT 2 6 2016

TITLE:

RESOLUTION REAUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH BRACH EICHLER, LLC TO REPRESENT FORMER FIRE DIRECTOR ARMANDO ROMAN, JEROME CALA, FIRE CHIEF DARREN RIVERS AND STEVEN MCGILL IN THE MATTER OF CONSTANCE ZAPPELLA V. CITY OF JERSEY CITY, ET AL.

WHEREAS, the Municipal Council of the City of Jersey City approved Resolution No. 15-723 on October 14, 2015 authorizing a professional services agreement with the law firm of Brach Eichler, LLC, 101 Eisenhower Parkway, Roseland, NJ 07068 as Special Counsel to represent the former Fire Director Armando Roman, Jerome Cala, Fire Chief Darren Rivers and Steven McGill that have been named in a complaint filed in United States District Court under Docket No. 2:14-CV-03369-SDW-MCA by Constance Zappella alleging gender discrimination in the workplace, violation of state civil rights, NJLAD; and

WHERES, special counsel agreed to provide these services at an hourly rate of **$150.00** per hour, including expenses, for a total amount not to exceed **$25,000**; and

WHERES, Brach Eichler possesses the skill and expertise to perform these services; and

WHERES, in October, 2016, the City publicly advertised a Request for Qualifications (RFQ) using the "fair and open process" as described under the Pay-to-Play Law; and

WHERES, Brach Eichler submitted a Qualification Statement in response to the City's RFQ; and

WHERES, N.J.S.A. 40A:11-15 requires professional services contracts to be renewed on an annual basis; and

WHERES, this contract is made in accordance with the "fair and open process" of the Pay-to-Play Law; and

WHERES, Brach Eichler 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 Brach Eichler from making any reportable contributions during the term of the contract; and

WHERES, Brach Eichler has submitted a Chapter 271 Political Contribution Disclosure Certification at least 10 days prior to the award of this contract; and

WHERES, Brach Eichler has submitted its Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance 08-128 adopted on September 3, 2008; and

WHERES, funds are available for the costs of these services in **Account No: 16-14-298-56-000-856**; and

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

1. The agreement with the law firm of Brach Eichler is hereby amended and reauthorized for one year, for a total amount not to exceed **$25,000**.

City Clerk File No. Res. 16.723

Agenda No. 10.Z.5 OCT 2 6 2016

TITLE:

RESOLUTION REAUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH BRACH EICHLER, LLC TO REPRESENT FORMER FIRE DIRECTOR ARMANDO ROMAN, JEROME CALA, FIRE CHIEF DARREN RIVERS AND STEVEN MCGILL IN THE MATTER OF CONSTANCE ZAPPELLA V. CITY OF JERSEY CITY, ET AL.

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. The Mayor or Business Administrator is hereby authorized to execute a professional services agreement attached and subject to such modification as the Corporation Counsel deems appropriate or necessary.

4. A copy of this resolution will be published in a newspaper of general circulation in the City of Jersey City as required by law within (10) days of the adoption of the resolution.

I hereby certify that funds are available in **Account No. 16-14-298-56-000-856.**

Matthew Hogan, Risk Manager

:igp
10/11/16

APPROVED: _____ Business Administrator

APPROVED: _____

APPROVED AS TO LEGAL FORM

_____ Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 10.26.16											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
HALLANAN	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

Rolando R. Lavarro, Jr. President of Council

Robert Byrne, City Clerk

RESOLUTION FACT SHEET - CONTRACT AWARD

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

Full Title of Ordinance/Resolution

RESOLUTION REAUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH BRACH EICHLER, LLC TO REPRESENT FORMER FIRE DIRECTOR ARMANDO ROMAN, JEROME CALA, FIRE CHIEF DARREN RIVERS AND STEVEN MCGILL IN THE MATTER OF CONSTANCE ZAPPELLA V. CITY OF JERSEY CITY, ET AL.

Project Manager

Department/Division	Law	Law
Name/Title	Jeremy Farrell	Corporation Counsel
Phone/email	201-547-4667	JFarrell@jcnj.org

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

This is a continuation of a contract for representation pertaining to a Complaint filed by Constance Zappella against the City of Jersey City and City Officials in the United States District Court under Docket No. 2:14-CV-03369-SDW-MCA alleging gender discrimination in the workplace, violation of state civil rights, NJLAD.

Cost (Identify all sources and amounts)

IFC
16-14-298-56-000-856

Contract term (include all proposed renewals)

One Year

Type of award Fair/Open

If "Other Exception", enter type

Additional Information

I certify that all the facts presented herein are accurate.

Signature of Department Director **Date**

Outside Counsel Agreement

This **Agreement** dated the _____ day of _____, 2016 between the **City of Jersey City**, a municipal corporation, with offices at 280 Grove Street, Jersey City, New Jersey 07302 ("City") and, **Brach Eichler, LLC**, 101 Eisenhower Parkway, Roseland, New Jersey 07068 ("Special Counsel"). The Corporation Counsel of the City of Jersey City has selected Special Counsel to serve as Outside Counsel in connection with *Constance Zappella v. City of Jersey City, et al.*

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

I. CONFLICTS OF INTEREST

A. Initial Conflicts Check.

Outside Counsel must be sensitive both to direct conflicts of interest that representation of the City and other clients poses, and to the less direct, but nevertheless serious, conflicts that may arise from the same firm's advocacy, on behalf of other clients, of positions conflicting with important City interests. Prior to Outside Counsel's engagement, Outside Counsel shall carefully review whether any conflicts of either type exist and, if so, bring those conflicts to the attention of the Corporation Counsel. The City shall be promptly informed of and consulted with respect to all potential conflicts. Although issue conflicts may not necessarily result in a disqualification of Outside Counsel, the City shall be consulted before Outside Counsel accepts an engagement that will require the firm to advocate a position that may be adverse to a City legal interest or otherwise prejudicial to the interests of the City. The City in its sole discretion shall, after consultation with Outside Counsel, determine whether an impermissible conflict exists, or whether other circumstances exist that would undermine the public's confidence if representation by Outside Counsel continued.

Outside Counsel's acceptance of an engagement on a matter without written disclosure of any conflicts constitutes Outside Counsel's representation that it has conducted an appropriate conflict check and no conflict exists.

B. City Conflicts.

The City has a duty to protect the public interest. As part of this responsibility, the City sets policies to ensure that the legal system operates in a manner that safeguards the public's confidence in the integrity and impartiality of its administration. For this reason, in addition to

insisting that its attorneys follow the Rules of Professional Conduct, the City prohibits Outside Counsel that represent the City, while such matter is pending, from:

(1) Representing private parties before the City or any of its boards, proceedings, commissions or autonomous agencies in adversarial, transactional or non-adversarial proceedings. Outside Counsel also may not, on behalf of a private client, lobby the City or any City department.

(2) Representing private parties in any matter in which the City also is a party, if the private party has interests adverse to the City.

(3) Representing a private client with interests adverse to the City.

(4) Representing another client if that representation would present a substantial risk that Outside Counsel's responsibilities to the City would limit its ability to provide independent advice or diligent and competent representation either to the City or the other client.

(5) Representing another client where the Outside Counsel's knowledge of the City's legal positions or strategy, derived from its representation or prospective representation of the City, could be used to the advantage of the other client or the disadvantage of the City.

C. Continuing Obligation.

The obligation to disclose conflicts continues throughout the course of the representation. Outside Counsel must review conflicts of interest on an ongoing basis as new matters are opened. Any new attorney/client relationships that potentially create a conflict shall be reported to the Corporation Counsel immediately.

D. Attorney-Client Privilege Group/No Representation of Other Persons/Entities Absent Approval.

Outside attorneys engaged to represent the City (as opposed to a named person) shall consider themselves to have formed an attorney-client relationship *only* with the City, and not any of its individual employees. When speaking with current or former employees of the City, Outside Counsel shall, as appropriate, advise those employees that although their dialogue will be considered attorney-client communications to the fullest possible extent, counsel's responsibility is to the City and they do not represent those employees in their individual capacities. As a matter proceeds, if employees of the City will be examined under oath or interviewed in other adverse contexts, and if Outside Counsel believe it advisable for them to represent the employees in their individual capacities at such events, Outside Counsel must obtain the Corporation Counsel's advance consent before agreeing to represent such persons in their individual capacities. The Corporation Counsel, in consultation with other City personnel,

will determine if it is appropriate for the individual to receive representation and, if so, by whom.

Outside Counsel who are engaged to represent both an entity and employees of that entity simultaneously shall take all necessary steps to ensure the continuing absence of conflicts, and to preserve their ability to continue representing the entity in the event that conflicts develop between the entity and individual clients.

II. WORKING RELATIONSHIP

A. Identification of Objectives/Relationship Attorney.

The Corporation Counsel or his designee will be Outside Counsel's principal and regular point of contact for financial and strategic decisions. Only the Corporation Counsel or his designee has authority to direct Outside Counsel in the handling of the matter. If a City employee other than the Corporation Counsel or his designee asks Outside Counsel to proceed in a certain fashion or to perform certain activities with respect to a specific legal matter, Outside Counsel shall report the request to the Corporation Counsel and obtain direction prior to proceeding.

Outside counsel shall designate an Attorney to be the Corporation Counsel's principal contact. In all matters, the City remains ultimately responsible for making all substantive decisions and determining the costs and benefits of contemplated legal activity. In many matters, City attorneys will act as full co-counsel and be engaged with Outside Counsel in the day-to-day conduct of the case. In matters where Outside Counsel is handling that day-to-day conduct without City personnel as co-counsel, the City shall be consulted on a regular basis throughout the course of Outside Counsel's engagement and to be kept fully informed of the current status and proposed course of the matters assigned to Outside Counsel's firm. All strategic, tactical, staffing (including any proposed staffing changes) and significant resource allocation decisions about City legal matters must be made in collaboration with the Corporation Counsel.

B. Early Case Assessment/Cost Assessment.

Each complex matter is to be thoroughly evaluated at its outset. The same applies to actions in which the City is the plaintiff, except that the analysis will be performed before the case is filed. In any matter, Outside Counsel shall provide an early case assessment that includes analysis of (1) likely costs to the City from the process, (2) possible outcomes, indicating the likelihood of each, and (3) strategy and tactics for termination or resolution. The format of the early case assessment may vary from a formal written document to a verbal briefing or a combination of a written budget with a verbal briefing on other aspects of the case.

Please note that time spent preparing a budget is not billable, but counsel may bill for time spent preparing an early case assessment or a recommended discovery plan.

The City places significant reliance on cost estimates and Outside Counsel shall prepare them with care. Although the City understands that unanticipated events may have an impact on costs, the City shall be consulted promptly if Outside Counsel believes that the most recent cost estimate provided is no longer accurate. Should total fees or costs exceed the agreed budget, or should fees or costs for a phase of the case exceed the agreed estimate for that phase, without adequate explanation in advance that the increased expense will be necessary, the City may require that an increased discount be applied to unanticipated fees or costs and reserves the right not to pay Outside Counsel for any amounts incurred or expended in excess of the approved budget or estimate.

For bond matters and other transactional engagements, counsel may be expected to provide a fee cap for the transaction, approved by the City, prior to commencing work. Only where a transaction materially changes in scope will the City consider revisions to an agreed fee cap. No payments above the agreed fee cap shall be made unless and until a revised fee cap has been approved in writing by the Director of the City or his/her designee.

C. Staffing.

Unless otherwise agreed, the senior attorney retained shall be directly and ultimately responsible for the entire assignment. The day-to-day involvement of that senior attorney, however, shall be appropriate to the magnitude of the matter and the efficiency required for a timely, cost effective, quality work product. When a senior attorney can handle an assignment most efficiently (based on skill and experience), that senior attorney shall complete the assignment.

The City shall be billed for only one attorney to attend events such as depositions, witness meetings, settlement conferences, negotiations and meetings with other parties' counsel. The City recognizes that in more complex matters and those with multiple work-streams, it may occasionally be appropriate for multiple attorneys to attend significant events and for members of the team to consult with each other. The City insists, however, that no more than the minimum number of attorneys necessary to an event attend, that billable internal conferences and charges for drafting and reading internal email correspondence occur only when absolutely required, and that the Corporation Counsel be regularly informed both of the number of attorneys who will attend significant events and the reason for the attendance of each billing timekeeper.

The City believes that it is most efficient for a single attorney or group of attorneys to handle a matter from beginning to end and Outside Counsel shall strive for such continuity. The City will not pay for learning time that may result from staffing changes at Outside Counsel's firm. In addition, the City will not reimburse Outside Counsel for any routine training or supervisory time, including time spent at seminars, unless specifically approved in advance and included as part of the budget. The City will not ordinarily pay for summer associate time unless such time

has been identified as part of the approved staffing plan for appropriate work. The City will not pay for time submitted by librarians; secretaries; billing, filing, docketing or document clerks; internal messengers/couriers; temporary or clerical support staff; word processors; and IT professionals other than electronic discovery specialists serving a function similar to that of paralegals/case managers. The City also will not pay for time billed by attorneys or paralegals to perform tasks (filing, indexing, etc.) that could and should have been handled by support personnel.

D. Settlement.

Outside Counsel shall have no settlement authority unless and until such authority is explicitly conferred on them by the Corporation Counsel. If Outside Counsel believes that settlement should be pursued, Outside Counsel must seek instructions in this regard from the Corporation Counsel, and not pursue formal or informal settlement discussions without the Corporation Counsel's approval. Outside Counsel shall immediately inform the Corporation Counsel of any settlement proposal or overture, formal or informal, by the opposing party or counsel. Please note that under no circumstances can the City agree to designate a settlement agreement as confidential. All City settlement records are, by definition, public documents.

E. Media Relations/Law Firm Advertising.

The City does not authorize outside counsel or vendors to comment publicly in any manner on any aspect of the City's legal matters. All media inquiries relating to the City shall be referred promptly to the Corporation Counsel and discussed with the Corporation Counsel before responding to the media contact in any manner. This includes even "no comment" or other non-substantive responses. If time is of the essence and Outside Counsel cannot reach the Corporation Counsel, the Press Secretary in the Office of the Mayor shall be contacted.

The City does not permit Outside Counsel to advertise or promote their relationship with the City, other than by listing the City as a representative client.

F. Engagement of E-Discovery and Other Vendors, Including Experts.

Before engaging any vendor, including electronic discovery firms and experts, lobbyists or other consultants (in each case, a "vendor"), Outside Counsel must pre-clear that engagement with the Corporation Counsel, unless the Corporation Counsel has explicitly granted exceptions to this preclearance requirement. The City will not be responsible for vendor fees or costs unless that vendor's engagement was pre-approved by the City. The City may require Outside Counsel to engage vendors with which the City has master contracts or preferred pricing arrangements, and always will insist on engagement of the lowest-cost vendor qualified to handle a task (understanding that complex tasks may require vendors with specialized expertise).

Outside Counsel will pay all third-party service providers directly and will bill the City for those services' detailed disbursements included in monthly invoices. This City will not accept separate invoices from service providers directly to the City for payment.

Outside Counsel has the responsibility to ensure that there are no conflicts between any vendor and the City. In addition, all vendors must execute the confidentiality agreement attached as Appendix A. The fee and disbursement policies as outlined in this Agreement shall be made available to, and followed by vendors. It is Outside Counsel's responsibility to confirm that all third party billings comply with this Agreement.

Vendor payment arrangements shall be discussed in advance with the Corporation Counsel. In general, Outside Counsel shall contract with vendors themselves and pay the third party invoices directly, incorporating those invoices into their own bills to the City and including appropriate detail for reasonable review by City personnel. The City may request Outside Counsel to provide full copies of vendor invoices; Outside Counsel therefore shall retain those invoices in accordance with IRS guidelines. The Corporation Counsel may approve other payment arrangements, including (in rare cases) direct contracting with and payment by the City.

When engaging court reporting services, Outside Counsel shall request only one transcript (electronic or hard copy). The City will not reimburse charges for additional transcripts.

G. <u>Adherence to Ethical Standards</u>.

The City conducts itself in accordance with the highest ethical standards and expects the same of its Outside Counsel. No City employee ever has authority to instruct Outside Counsel to act in an unethical manner. If Outside Counsel believes that a City employee has engaged or will engage in illegal or unethical activity, Outside Counsel must immediately advise the Corporation Counsel. The City will terminate its relationship with any Outside Counsel who, in the City's sole discretion, fails to adhere to the foregoing ethical standards.

At all times, Outside Counsel will remain aware of and in compliance with each of the City's "Pay-to-Play" ordinances and any amendments thereto.

H. <u>Gratuities</u>.

City officers and employees are prohibited from accepting any gift, favor, service or other thing of value related in any way to the City officer's or employee's public duties. In addition, any vendor to the City is prohibited from offering a gift or other thing of value to a City officer or employee with which the vendor transacts business or offers to transact business. Any City officer or employee is prohibited from soliciting a gift or thing of value from a City vendor. This includes charitable donations made in the name of a City employee.

The City reserves the right to amend this Agreement from time to time, providing written notification to Outside Counsel within thirty (30) days of the effective date of any substantive changes. Failure to accept amendments may result in the termination of services from the City.

I. Malpractice Insurance.

Outside Counsel representing the City shall maintain malpractice insurance coverage that is reasonable and prudent in relation to the types and sizes of matters handled. Outside Counsel shall, upon request, promptly provide the Corporation Counsel with copies of any applicable policies required under this section, and/or a certificate of insurance. Each policy provided must be certified by the agent or underwriter to be a true copy. If Outside Counsel does not have coverage or if coverage is cancelled and not immediately replaced with comparable coverage, Outside Counsel must immediately report this to the Corporation Counsel.

J. File Retention.

For Litigated Matters: Outside Counsel shall retain pleadings, correspondence, discovery materials, deposition transcripts and similar documents and work product for a period of no less than seven (7) years from the date the matter is concluded or for the time period specified by rule or law in the jurisdiction in which the matter was pending, whichever is longer. Beyond this period, Outside Counsel shall notify the City in writing no less than sixty (60) days prior to destroying any file. Along with the written notification, Outside Counsel shall submit an inventory of any original City documents contained in the file to be destroyed and a representation that any electronic version of the file will also be destroyed or deleted.

For Bond and Other Transactions, and Advice Matters: Documents shall be retained in accordance with the same policies applicable to litigated matters unless applicable law mandates any longer retention schedule. However, bond counsel and transactional/advice counsel shall retain all transcripts of transactions and memoranda of advice indefinitely unless otherwise directed by the Corporation Counsel.

III. Billing

A. Rates.

Outside Counsel shall be compensated at the rate of $150.00 per hour, including expenses. The total amount of this agreement shall not exceed $25,000.

The City will pay for actual services rendered at rates established in Requests for Qualifications or otherwise agreed to in advance. At the time of Outside Counsel's initial engagement, Outside Counsel shall furnish the Corporation Counsel with a schedule of billing rates for partners, associates and all other timekeepers expected to bill time against the matter for review and approval prior to billing time to the City. Because of City procurement rules, the rates

applicable at the inception of each specific matter must remain in effect for the duration of that matter.

Hourly rates shall include all overhead costs (*see* Acceptable Fees/Charges, below), none of which shall be included in disbursements.

Time must be billed in 0.1 hour increments and on a per-task basis. The time entry description must be specific, detailing the action taken and the subject matter. Absent prior consent, the City will not pay for more than ten (10) hours of time by a single timekeeper in a single day, but the Corporation Counsel may increase that number of permissible hours in matters of special urgency or where cases are in or approaching trial.

Outside Counsel shall bear in mind that invoices may be disclosed pursuant to the City's open records laws and that courts may not sustain assertions of privilege by the City. Although the City will endeavor to redact privileged information before releasing bills for public consumption, Outside Counsel shall, to the extent practicable and consistent with the need to fully inform the City of its activities and to allow the City to evaluate the reasonableness of billing narratives, avoid the inclusion of privileged matter in invoices.

B. <u>Invoicing Policy</u>.

All invoices must be submitted to the Corporation Counsel.

For litigation, advice, and non-bond transactional matters, Outside Counsel generally are expected to submit monthly invoices within thirty days of the conclusion of the billing period, absent the City's prior consent to a longer delay. All charges must reflect the work performed within the billing period or a reasonable time before the billing period. Absent good cause, as defined by the City, the City will not pay for services or expenses incurred more than 90 days prior to the date the invoice is submitted. For bond matters, Outside Counsel are expected to submit their invoice within thirty days of the conclusion of the transaction.

Absent a specific agreement to an alternative fee arrangement, Outside Counsel fees shall be computed by applying the negotiated hourly rate to the time for the services expended. Hours shown must accurately reflect the time spent on the described activity and must either be the exact amount of time or the exact time rounded down to the nearest one-tenth of an hour. Block billing—grouping multiple activities under a single time charge—will not be accepted, and the City will not pay for any time recorded in a block fashion unless this requirement is waived by the Director of the City of Law or his or her designee.

Every bill from Outside Counsel is deemed to be a certification by the firm and billing partner that all legal services and disbursements reflected on the bill are reasonable for the legal matter involved and necessary for the proper provision of legal services to the City. The City may deduct certain fees and charges that are inconsistent with this Agreement.

The City reserves the right to audit all fee and disbursement details that Outside Counsel submit, as well as the corresponding legal file. The City will promptly terminate the services of any Outside Counsel whose billing practices raise questions about the Outside Counsel's integrity, honesty or compliance with the applicable rules of professional conduct or this Agreement.

C. Invoice Format.

Each invoice will include the following minimum requirements:

- Unique invoice number
- Invoice date
- Matter name
- Outside Counsel's matter number
- Date(s) services were performed
- Timekeeper name or ID
- Timekeeper title or level
- A narrative description of the services provided or tasks performed for each specific task. The description shall clearly state the nature of the task performed sufficient to allow the City to determine why it was necessary. Incomplete or vague charge descriptions are unacceptable. Examples of incomplete or vague charges include, but are not limited to: 'analysis', 'review file,' 'conference', 'attention to matter'; 'worked on discovery', 'work on file', 'prepare for meeting', 'misc.', and 'other'
- Time entry to the nearest tenth (.10) of an hour
- Timekeeper rate
- Charge total
- Detail of reimbursable expenses and disbursements at actual cost

The detailed billing report from Outside Counsel's system will provide this information. If Outside Counsel provides services on more than one matter during a billing period, a separate invoice for each matter is required.

D. Acceptable Fees/Charges.

Overhead charges may not be billed. The City will not reimburse Outside Counsel for basic support services, which the City deems to be part of Outside Counsel's overhead and built into its rates. The City will not pay for any of the following items under any circumstances:

- Billing inquiries
- Opening and closing files
- Internal filing
- Secretarial services (including overtime charges)

•Word processing or proofreading
•Maintenance of a calendar or tickler system
•Investigating potential conflicts
•Preparing budgets
•Library usage (including book purchases or subscriptions) or library staff time
•Office supplies
•Conference room charges

E. **Basic legal research may not be billed.**

Outside Counsel shall be familiar with the basic substantive law at issue in the matter for which the firm was retained, and the City shall not be charged for this type of research. If legal research benefits other clients, only the proportionate share of that cost shall be billed to the City. The City shall also benefit from previously prepared briefs and memoranda, and when such briefs or memoranda exist, will pay only for actual time spent updating or tailoring the same. All other anticipated legal research shall be addressed in Outside Counsel's proposed budget. Legal research projects necessary in a particular litigation assignment must be approved in advance by the Corporation Counsel before the research is commenced.

The City will pay only for the actual time spent by Outside Counsel or other approved timekeeper conducting the research. As explained *infra*, fees charged by electronic or other research services, including library fees, Westlaw, Lexis and other online services are considered general overheard and are not reimbursable.

F. **Out-of-pocket costs must be itemized and passed through with no markup.**

The City will reimburse Outside Counsel for reasonable, documented and itemized out-of-pocket disbursements and costs incurred on behalf of the City, with the exceptions and limitations set forth in this Agreement. Outside Counsel's invoices to the City shall reflect the actual cost and shall not include any markup. All disbursements must be fully itemized with a description sufficient for review, identifying the number of units, price per unit and total cost. The City may refuse to pay for disbursements billed as 'miscellaneous,' billed in a group (e.g., Travel Expenses - $4,000.00) or disbursements without descriptions.

G. **Prohibited disbursements.**

The City considers certain disbursements to be part of a law firm's overhead and will not pay such charges. These items include:

•Rent (including temporary office space)
•Westlaw, Lexis and other legal database services
•Cost or usage of computers or mobile devices or internet service charges
•Equipment rental

•Storage charges
•Catering for internal meetings
•Meals (except during business travel, and then limited to $70 per day)
•Mileage for short trips (<30 miles one way)
•Travel costs exceeding discounted, non-refundable coach fares except where excess costs have been approved in advance
•Telephone charges
•Facsimile charges
•Allocated charges from a firm's blanket service agreements with outside vendors

H. Copying/scanning.

Copying charges may be billed to the City at the lesser of the most favorable rate applied by Outside Counsel or five cents per page. The City will reimburse for document scanning at Outside Counsel firm's regular rate, up to a maximum of five cents per page, for document productions, but the City will not pay time charges associated with scanning, and there shall be no charges associated with the scanning and filing of court papers and correspondence. Every effort shall be made to minimize scanning expenses by working with documents in electronic format whenever possible.

I. Couriers and Overnight Mail.

The City will reimburse for actual charges billed to Outside Counsel for deliveries (including overnight express) that are necessary in the interest of speed and reliability. Outside Counsel shall use the lowest cost service consistent with need and reliability, and to arrange schedules, whenever practicable, to avoid the need for premium-priced couriers. Outside Counsel shall use less expensive means, such as email (encrypted, when necessary) or regular mail where it is practical to do so.

J. Travel Expenses.

All air and rail travel must be first approved by the Corporation Counsel, ideally as part of the case budget. Outside Counsel shall use good judgment in selecting hotels and restaurants and incurring expenses for which the taxpayers are to be charged. Outside Counsel shall use alternatives to travel such as conference calls or videoconferences whenever practicable. If the travel involves another client, the City may be billed only for its proportionate share of both time and related expenses. **Non-working travel time is not billable without the Corporation Counsel's prior approval.**

K. Reimbursement of Meals for Overnight Travel.

The City will reimburse for meals consumed while traveling overnight on City business, but limited (absent prior approval) to no more than seventy dollars ($70) per person, per day. Under no circumstances will the City reimburse costs for alcoholic beverages.

L. Maintenance of Expense Records.

To ensure compliance with the City's reimbursement policies, Outside Counsel shall require itemization of out-of-pocket expenses such as airline tickets, meals and hotel bills before making reimbursement to any attorney, employee or third party, and maintain original receipts. Travel and meal expenses and receipts may be audited and shall be retained by Outside Counsel in accordance with applicable IRS guidelines. Unless requested to do so by the City, Outside Counsel shall not forward copies of travel and meal expense receipts to the City with the firm's invoices.

M. Personal Expenses Not Reimbursable.

Please take care to distinguish between personal expenses and properly chargeable business expenses. The City will not reimburse for, among other things, recreation fees, salon or spa charges, pay-per-view movies or other personal entertainment charges, airline baggage charges, travel agency expenses, shoe shines, toiletries, dry cleaning or laundry (except in the unlikely event travel of more than seven days' duration is required), or luggage.

N. Vendor discounts must be passed through.

If Outside Counsel receives a discount or rebate from a vendor based on the aggregate level of business with that vendor, such discount shall be disclosed and the City shall receive the benefit on a proportionate basis. This does not include frequent-flyer miles or similar perquisites allocated to individual travelers.

IV. CONFIDENTIALITY

In the course of representing the City, Outside Counsel will frequently gain access to nonpublic and confidential information. The City requires Outside Counsel to maintain the confidentiality of such information both during and after the course of Outside Counsel's representation of the City. Outside Counsel must have in place appropriate procedures to ensure the protection of all such information. In the event the representation requires Outside Counsel to become privy to protected personally-identifiable information about any person, such as health or financial records, Social Security numbers or other such information, then this information must be handled with the utmost care both within facilities in Outside Counsel's control, and certainly when that information is being transported. Under no circumstances shall such confidential information be transported outside Outside Counsel's offices--either physically or over the public internet--unless the information is appropriately encrypted. In the event information is

compromised or potentially compromised, Outside Counsel must notify the City immediately.

Outside Counsel must follow all statutory, regulatory, and ethical provisions relating to privacy, confidentiality and nondisclosure of all privileged, proprietary and confidential information. Outside Counsel must take appropriate measures to ensure that all legal and nonlegal personnel are familiar with this requirement and are effectively supervised in this regard.

Vendors to whom Outside Counsel gives access to confidential or proprietary material of the City (including work product) must sign the confidentiality agreement attached as Appendix A. It is the responsibility of Outside Counsel to obtain a signed confidentiality agreement from each vendor and to retain those agreements.

This Confidentiality Section, and the corresponding Confidentiality Agreement attached as Appendix A, is above and beyond any relationships or privileges held or created separate and apart from this Agreement.

V. NEW JERSEY BUSINESS REGISTRATION REQUIREMENTS

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

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

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

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

VI. TERMINATION

The City reserves the right to terminate the within Agreement at any time for any reason whatsoever, in which event Outside Counsel shall be paid for services due up to the date of

termination. Thereafter, this Agreement shall be considered null and void with no further rights or obligations emanating therefrom. Unless sooner terminated or renewed, this contract shall be for a term of one (1) year commencing on the date the contract is executed by City officials.

VII. GENERAL TERMS

A. Governing Law/Jurisdiction.

This Agreement will be interpreted in accordance with, and governed by, the laws of the State of New Jersey. The courts of the State of New Jersey will have exclusive jurisdiction and the parties irrevocably attorn to the jurisdiction of such courts.

B. Counterparts Clause.

This Agreement may be executed by e-mail in counterparts all of which will be deemed originals and legally binding once delivered to each of the other parties' authorized e-mail addresses and such delivery is acknowledged by reply e-mail. Although not necessary to legally bind the parties, each party agrees to promptly circulate signed originals in sufficient number to the other parties for record-keeping purposes after completing the e-mail execution and delivery. All counterparts when executed and delivered (by e-mail or in paper form) will be construed together to be an original and will constitute one and the same agreement.

By accepting an engagement by the City, law firms will be deemed to have familiarized themselves with this agreement and to have agreed to adhere to it in all respects, now and as they may be amended from time to time upon written notice and acceptance. This acceptance is a matter both of contract and professional responsibility.

Attest:

_____

Robert Byrne
City Clerk

City of Jersey City

_____

Robert Kakoleski
Business Administrator

WITNESS:

_____

Brach Eichler, LLC

_____

By:
Firm:

APPENDIX A

CONFIDENTIALITY AGREEMENT

_____ (Subcontractor), as a contractor of Outside Counsel retained by the City of Jersey City (the "City") pursuant to an "Outside Counsel Agreement" dated _____, hereby acknowledges and agrees as follows:

1. All documents and data, including but not limited to financial, statistical, personnel, customer and/or technical documents, owned or supplied by the City to the Subcontractor, shall be treated as confidential (Documents and Data). The Subcontractor shall take all necessary and reasonable precautions to ensure that the City's Documents and Data are safeguarded. Use of the Documents and Data is strictly limited to that use necessary to complete the scope of work agreed upon, which may include disclosure to employees, officers or agents of any subcontractor assisting with the scope of work. Any other use, and any sale or offering of the Documents and Data in any form by the Subcontractor, or any individual or entity in the Subcontractor's charge or employ, will be considered a violation of this Confidentiality Agreement and may result in termination of the agreement between Subcontractor and the law firm retained by the City, and the Subcontractor's suspension or debarment from City contracting. In addition, such conduct may be reported to the appropriate authorities for possible criminal prosecution.

2. Subcontractor shall be responsible to ensure that all agents and individuals or entities in the Subcontractor's charge or employ adhere to this Confidentiality Agreement. A breach of confidentiality by any individual or entity in the Subcontractor's charge or employ will be considered a violation of this Confidentiality Agreement by the Subcontractor.

3. In the event that Subcontractor, its agent or any individual or entity in the Subcontractor's charge or employ receives a subpoena, demand, or other request for any of the City's documents or data, Subcontractor shall promptly notify the City and shall not turn over any of the City's documents or data.

4. The Subcontractor shall comply with all applicable City and Federal laws that require the notification of individuals in the event of unauthorized release of personally-identifiable information or other event requiring notification. In the event of a breach of any of the Subcontractor's confidentiality obligations or other event requiring notification under applicable law ("Notification Event"), the Subcontractor agrees to assume responsibility for informing all such individuals in accordance with applicable law and to indemnify, hold harmless and defend the City and its trustees, officers, and employees from and against any claims, damages, or other harm related to such Notification Event.

5. Upon termination of this Confidentiality Agreement the Subcontractor shall return or erase, destroy, and render unreadable all Subcontractor copies of City Documents and Data, both physical and electronic, and certify in writing that these actions have been completed within 30 days of the termination of this Confidentiality Agreement or within 14 days of the request of an agent of the City, whichever shall come first.

6. This Confidentiality Agreement shall survive the Subcontractor's termination of the contract between the law firm retained by the City and Subcontractor or upon completion of the scope of work related to the City.

Subcontractor/Firm: _____

By: _____

Title: _____

Date: _____

(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 employmentgoals established in accordance with N.J.A.C. 17:27-5.2.

Item F. Americans with Disabilities Act

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. S121 01* et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of 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): Charles X. Gormally
Representative's Signature: _____
Name of Company: Brach Eichler L.L.C.
Tel. No.: (973) 403-3111 **Date:** 7-20-16

EXHIBIT A (*Continuation*)

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

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

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract_compliance

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

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

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

The undersigned vendor further agrees to furnish the required forms of evidence and

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

Representative's Name/Title (Print): Charles X. Gormally, Esq.

Representative's Signature: _____

Name of Company: Brach Eichler L.L.C.

Tel. No.: (973) 403-3111 Date: July 20, 2016

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: Brach Eichler L.L.C.

Address: 101 Eisenhower Parkway, Roseland, New Jersey 07068

Telephone No. : (973) 403-3111

Contact Name: Charles X. Gormally, Esq.

Please check applicable category:

____ Minority Owned Business (MBE)

____ Minority& Woman Owned Business (MWBE)

____ Woman Owned business (WBE)

_X_ Neither

Definitions
Minority Business Enterprise

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

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

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

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

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

Woman Business Enterprise

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

DIVISION OF PURCHASING COPY

04/29/09

Taxpayer Identification#

Dear Business Representative:

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

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

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

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

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

I wish you continued success in your business endeavors.

Sincerely,

James J. Fruscione
Director
New Jersey Division of Revenue

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

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

TAXPAYER NAME:
BRACH EICHLER L.L.C.

TRADE NAME:

ADDRESS:
101 EISENHOWER PARKWAY
ROSELAND NJ 07068

SEQUENCE NUMBER:
1483315

EFFECTIVE DATE:
04/29/09

ISSUANCE DATE:
04/29/09

Director
New Jersey Division of Revenue

FORM-BRC

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

Certification 54804

CERTIFICATE OF EMPLOYEE INFORMATION REPORT

INITIAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of 15-JUL-2015 to 15-JUL-2018

BRACH EICHLER LLC
101 EISENHOWER PARKWAY
ROSELAND NJ 07068

Robert A. Romano,
Acting State Treasurer

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

City Clerk File No. Res. 16.724

Agenda No. 10.Z.6

Approved: OCT 2 6 2016

TITLE:

RESOLUTION AMENDING AND REAUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH CALCAGNI & KANEFSKY TO REPRESENT EDUARDO TOLOZA, TAX ASSESSOR, ROBERT KAKOLESKI, BUSINESS ADMINISTRATOR, MUHAMMED AKIL, FORMER CHIEF OF STAFF AND THE CITY OF JERSEY CITY IN THE MATTER OF ROXANNE MAYS V. CITY OF JERSEY CITY, ET AL.

COUNCIL offered and moved adoption of the following resolution:

WHEREAS, the Municipal Council of the City of Jersey City approved Resolution 15-766 on October 28, 2015 authorizing a professional services agreement with the firm of Calcagni & Kanefsky to represent Eduardo Toloza, Tax Assessor; Robert Kakoleski, Business Administrator; Muhammed Akil, former Chief of Staff and the City of Jersey City in the matter of Roxanne Mays v. City of Jersey City, et al; and

WHEREAS, the Corporation Counsel has recommended the appointment of outside counsel to represent the City of Jersey City in this matter; and

WHEREAS, special counsel agreed to provide these services at an hourly rate of **$150.00** per hour, including expenses, for a total amount not to exceed **$50,000**; and

WHEREAS, Calcagni & Kanefsky, possesses the skills and expertise to perform these services; and

WEREAS, N.J.S.A.19:44A-20.4 et seq. (the Pay-to-Play Law) took effect on January 1, 2006; and

WHEREAS, the City is acquiring these services directly and openly as a statutorily permitted contract pursuant to the provision of N.J.S.A. 109:44A-20.5 (Pay-to-Play Law); and

WHEREAS, the law firm of Calcagni & Kanefsky has completed and submitted a Business Entity Disclosure Certification which certifies that he has not made any reportable contributions to the political or candidate committees listed in the Business Entity Disclosure Certification in the previous one year, and that the contract will prohibit Weiner Lesniak, LLP from making any reportable contributions during the term of the contract; and

WHEREAS, Calcagni & Kanefsky has submitted a Chapter 271 Political Contribution Disclosure Certification at least 10 days prior to the award of this contract; and

WHEREAS, in addition Calcagni & Kanefsky has signed the Pay-to-Play Certification required by the adoption Ordinance 08-128; and

WHEREAS, funds are available for the costs of these services in **Account No: 16-14-298-56-000-856**

Continuation of Resolution _____ Pg. # 2

City Clerk File No. Res. 16.724

Agenda No. 10.Z.6 OCT 2 6 2016

TITLE:

RESOLUTION AMENDING AND REAUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH CALCAGNI & KANEFSKY TO REPRESENT EDUARDO TOLOZA, TAX ASSESSOR, ROBERT KAKOLESKI, BUSINESS ADMINISTRATOR, MUHAMMED AKIL, FORMER CHIEF OF STAFF AND THE CITY OF JERSEY CITY IN THE MATTER OF ROXANNE MAYS V. CITY OF JERSEY CITY, ET AL.

WHEREAS, the resolution authorizing the award and the agreement itself must be available for public inspection.

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

1. The agreement with the law firm of Calcagni & Kanefsky is hereby authorized for a total amount not to exceed **$50,000,** including expenses.

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. The Mayor or Business Administrator is hereby authorized to execute an agreement in substantially the form attached subject to such modification as the Corporation Counsel deems appropriate or necessary.

4. A copy of this resolution will be published in a newspaper of general circulation in the City of Jersey City as required by law within (10) days of the adoption of the resolution.

I hereby certify that there are sufficient funds available in **Account No.:16-14-298-56-000-856** for payment of this resolution.

Matthew Hogan, Risk Manager

:igp
10/17/16

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 10.26.16

COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
HALLANAN	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

Rolando R. Lavarro, Jr. President of Council

Robert Byrne, City Clerk

RESOLUTION FACT SHEET - CONTRACT AWARD

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

Full Title of Ordinance/Resolution

RESOLUTION AMENDING AND REAUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH CALCAGNI & KANEFSKY TO REPRESENT EDUARDO TOLOZA, TAX ASSESSOR, ROBERT KAKOLESKI, BUSINESS ADMINISTRATOR, MUHAMMED AKIL, FORMER CHIEF OF STAFF AND THE CITY OF JERSEY CITY IN THE MATTER OF ROXANNE MAYS V. CITY OF JERSEY CITY, ET AL.

Project Manager

Department/Division	Law	Law
Name/Title	Jeremy Farrell	Corporation Counsel
Phone/email	201-547-4667	JFarrell@jcnj.org

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

Contract Purpose

This is a continuation of a contract for representation pertaining to a Complaint filed by City employee Roxanne Mays against the City of Jersey City and City Officials in Superior Court of New Jersey alleging violation of her civil rights, racial discrimination and CEPA rights. Due to a conflict of interest, it was necessary to hire outside counsel.

Cost (Identify all sources and amounts)

Insurance Fund Commission.
16-14-298-56-000-856

Contract term (include all proposed renewals)

One Year

Type of award Direct/Open

If "Other Exception", enter type

Additional Information

I certify that all the facts presented herein are accurate.

Signature of Department Director **Date**

Outside Counsel Agreement

This **Agreement** dated the _____ day of _____, 2016 between the **City of Jersey City**, a municipal corporation, with offices at 280 Grove Street, Jersey City, New Jersey 07302 ("City") and **Calcagni & Kanefsky**, 1085 Raymond Blvd., 14 Floor, Newark, New Jersey 07102, ("Special Counsel"). The Corporation Counsel of the City of Jersey City has selected Special Counsel to serve as Outside Counsel in connection with *Roxanne Mays v. City of Jersey City, et al.*

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

I. CONFLICTS OF INTEREST

A. Initial Conflicts Check.

Outside Counsel must be sensitive both to direct conflicts of interest that representation of the City and other clients poses, and to the less direct, but nevertheless serious, conflicts that may arise from the same firm's advocacy, on behalf of other clients, of positions conflicting with important City interests. Prior to Outside Counsel's engagement, Outside Counsel shall carefully review whether any conflicts of either type exist and, if so, bring those conflicts to the attention of the Corporation Counsel. The City shall be promptly informed of and consulted with respect to all potential conflicts. Although issue conflicts may not necessarily result in a disqualification of Outside Counsel, the City shall be consulted before Outside Counsel accepts an engagement that will require the firm to advocate a position that may be adverse to a City legal interest or otherwise prejudicial to the interests of the City. The City in its sole discretion shall, after consultation with Outside Counsel, determine whether an impermissible conflict exists, or whether other circumstances exist that would undermine the public's confidence if representation by Outside Counsel continued.

Outside Counsel's acceptance of an engagement on a matter without written disclosure of any conflicts constitutes Outside Counsel's representation that it has conducted an appropriate conflict check and no conflict exists.

B. City Conflicts.

The City has a duty to protect the public interest. As part of this responsibility, the City sets policies to ensure that the legal system operates in a manner that safeguards the public's confidence in the integrity and impartiality of its administration. For this reason, in addition to

insisting that its attorneys follow the Rules of Professional Conduct, the City prohibits Outside Counsel that represent the City, while such matter is pending, from:

(1) Representing private parties before the City or any of its boards, proceedings, commissions or autonomous agencies in adversarial, transactional or non-adversarial proceedings. Outside Counsel also may not, on behalf of a private client, lobby the City or any City department.

(2) Representing private parties in any matter in which the City also is a party, if the private party has interests adverse to the City.

(3) Representing a private client with interests adverse to the City.

(4) Representing another client if that representation would present a substantial risk that Outside Counsel's responsibilities to the City would limit its ability to provide independent advice or diligent and competent representation either to the City or the other client.

(5) Representing another client where the Outside Counsel's knowledge of the City's legal positions or strategy, derived from its representation or prospective representation of the City, could be used to the advantage of the other client or the disadvantage of the City.

C. Continuing Obligation.

The obligation to disclose conflicts continues throughout the course of the representation. Outside Counsel must review conflicts of interest on an ongoing basis as new matters are opened. Any new attorney/client relationships that potentially create a conflict shall be reported to the Corporation Counsel immediately.

D. Attorney-Client Privilege Group/No Representation of Other Persons/Entities Absent Approval.

Outside attorneys engaged to represent the City (as opposed to a named person) shall consider themselves to have formed an attorney-client relationship *only* with the City, and not any of its individual employees. When speaking with current or former employees of the City, Outside Counsel shall, as appropriate, advise those employees that although their dialogue will be considered attorney-client communications to the fullest possible extent, counsel's responsibility is to the City and they do not represent those employees in their individual capacities. As a matter proceeds, if employees of the City will be examined under oath or interviewed in other adverse contexts, and if Outside Counsel believe it advisable for them to represent the employees in their individual capacities at such events, Outside Counsel must obtain the Corporation Counsel's advance consent before agreeing to represent such persons in their individual capacities. The Corporation Counsel, in consultation with other City personnel,

will determine if it is appropriate for the individual to receive representation and, if so, by whom.

Outside Counsel who are engaged to represent both an entity and employees of that entity simultaneously shall take all necessary steps to ensure the continuing absence of conflicts, and to preserve their ability to continue representing the entity in the event that conflicts develop between the entity and individual clients.

II. WORKING RELATIONSHIP

A. Identification of Objectives/Relationship Attorney.

The Corporation Counsel or his designee will be Outside Counsel's principal and regular point of contact for financial and strategic decisions. Only the Corporation Counsel or his designee has authority to direct Outside Counsel in the handling of the matter. If a City employee other than the Corporation Counsel or his designee asks Outside Counsel to proceed in a certain fashion or to perform certain activities with respect to a specific legal matter, Outside Counsel shall report the request to the Corporation Counsel and obtain direction prior to proceeding.

Outside counsel shall designate an Attorney to be the Corporation Counsel's principal contact. In all matters, the City remains ultimately responsible for making all substantive decisions and determining the costs and benefits of contemplated legal activity. In many matters, City attorneys will act as full co-counsel and be engaged with Outside Counsel in the day-to-day conduct of the case. In matters where Outside Counsel is handling that day-to-day conduct without City personnel as co-counsel, the City shall be consulted on a regular basis throughout the course of Outside Counsel's engagement and to be kept fully informed of the current status and proposed course of the matters assigned to Outside Counsel's firm. All strategic, tactical, staffing (including any proposed staffing changes) and significant resource allocation decisions about City legal matters must be made in collaboration with the Corporation Counsel.

B. Early Case Assessment/Cost Assessment.

Each complex matter is to be thoroughly evaluated at its outset. The same applies to actions in which the City is the plaintiff, except that the analysis will be performed before the case is filed. In any matter, Outside Counsel shall provide an early case assessment that includes analysis of (1) likely costs to the City from the process, (2) possible outcomes, indicating the likelihood of each, and (3) strategy and tactics for termination or resolution. The format of the early case assessment may vary from a formal written document to a verbal briefing or a combination of a written budget with a verbal briefing on other aspects of the case.

Please note that time spent preparing a budget is not billable, but counsel may bill for time spent preparing an early case assessment or a recommended discovery plan.

The City places significant reliance on cost estimates and Outside Counsel shall prepare them with care. Although the City understands that unanticipated events may have an impact on costs, the City shall be consulted promptly if Outside Counsel believes that the most recent cost estimate provided is no longer accurate. Should total fees or costs exceed the agreed budget, or should fees or costs for a phase of the case exceed the agreed estimate for that phase, without adequate explanation in advance that the increased expense will be necessary, the City may require that an increased discount be applied to unanticipated fees or costs and reserves the right not to pay Outside Counsel for any amounts incurred or expended in excess of the approved budget or estimate.

For bond matters and other transactional engagements, counsel may be expected to provide a fee cap for the transaction, approved by the City, prior to commencing work. Only where a transaction materially changes in scope will the City consider revisions to an agreed fee cap. No payments above the agreed fee cap shall be made unless and until a revised fee cap has been approved in writing by the Director of the City or his/her designee.

C. Staffing.

Unless otherwise agreed, the senior attorney retained shall be directly and ultimately responsible for the entire assignment. The day-to-day involvement of that senior attorney, however, shall be appropriate to the magnitude of the matter and the efficiency required for a timely, cost effective, quality work product. When a senior attorney can handle an assignment most efficiently (based on skill and experience), that senior attorney shall complete the assignment.

The City shall be billed for only one attorney to attend events such as depositions, witness meetings, settlement conferences, negotiations and meetings with other parties' counsel. The City recognizes that in more complex matters and those with multiple work-streams, it may occasionally be appropriate for multiple attorneys to attend significant events and for members of the team to consult with each other. The City insists, however, that no more than the minimum number of attorneys necessary to an event attend, that billable internal conferences and charges for drafting and reading internal email correspondence occur only when absolutely required, and that the Corporation Counsel be regularly informed both of the number of attorneys who will attend significant events and the reason for the attendance of each billing timekeeper.

The City believes that it is most efficient for a single attorney or group of attorneys to handle a matter from beginning to end and Outside Counsel shall strive for such continuity. The City will not pay for learning time that may result from staffing changes at Outside Counsel's firm. In addition, the City will not reimburse Outside Counsel for any routine training or supervisory time, including time spent at seminars, unless specifically approved in advance and included as part of the budget. The City will not ordinarily pay for summer associate time unless such time

has been identified as part of the approved staffing plan for appropriate work. The City will not pay for time submitted by librarians; secretaries; billing, filing, docketing or document clerks; internal messengers/couriers; temporary or clerical support staff; word processors; and IT professionals other than electronic discovery specialists serving a function similar to that of paralegals/case managers. The City also will not pay for time billed by attorneys or paralegals to perform tasks (filing, indexing, etc.) that could and should have been handled by support personnel.

D. Settlement.

Outside Counsel shall have no settlement authority unless and until such authority is explicitly conferred on them by the Corporation Counsel. If Outside Counsel believes that settlement should be pursued, Outside Counsel must seek instructions in this regard from the Corporation Counsel, and not pursue formal or informal settlement discussions without the Corporation Counsel's approval. Outside Counsel shall immediately inform the Corporation Counsel of any settlement proposal or overture, formal or informal, by the opposing party or counsel. Please note that under no circumstances can the City agree to designate a settlement agreement as confidential. All City settlement records are, by definition, public documents.

E. Media Relations/Law Firm Advertising.

The City does not authorize outside counsel or vendors to comment publicly in any manner on any aspect of the City's legal matters. All media inquiries relating to the City shall be referred promptly to the Corporation Counsel and discussed with the Corporation Counsel before responding to the media contact in any manner. This includes even "no comment" or other non-substantive responses. If time is of the essence and Outside Counsel cannot reach the Corporation Counsel, the Press Secretary in the Office of the Mayor shall be contacted.

The City does not permit Outside Counsel to advertise or promote their relationship with the City, other than by listing the City as a representative client.

F. Engagement of E-Discovery and Other Vendors, Including Experts.

Before engaging any vendor, including electronic discovery firms and experts, lobbyists or other consultants (in each case, a "vendor"), Outside Counsel must pre-clear that engagement with the Corporation Counsel, unless the Corporation Counsel has explicitly granted exceptions to this preclearance requirement. The City will not be responsible for vendor fees or costs unless that vendor's engagement was pre-approved by the City. The City may require Outside Counsel to engage vendors with which the City has master contracts or preferred pricing arrangements, and always will insist on engagement of the lowest-cost vendor qualified to handle a task (understanding that complex tasks may require vendors with specialized expertise).

Outside Counsel will pay all third-party service providers directly and will bill the City for those services' detailed disbursements included in monthly invoices. This City will not accept separate invoices from service providers directly to the City for payment.

Outside Counsel has the responsibility to ensure that there are no conflicts between any vendor and the City. In addition, all vendors must execute the confidentiality agreement attached as Appendix A. The fee and disbursement policies as outlined in this Agreement shall be made available to, and followed by vendors. It is Outside Counsel's responsibility to confirm that all third party billings comply with this Agreement.

Vendor payment arrangements shall be discussed in advance with the Corporation Counsel. In general, Outside Counsel shall contract with vendors themselves and pay the third party invoices directly, incorporating those invoices into their own bills to the City and including appropriate detail for reasonable review by City personnel. The City may request Outside Counsel to provide full copies of vendor invoices; Outside Counsel therefore shall retain those invoices in accordance with IRS guidelines. The Corporation Counsel may approve other payment arrangements, including (in rare cases) direct contracting with and payment by the City.

When engaging court reporting services, Outside Counsel shall request only one transcript (electronic or hard copy). The City will not reimburse charges for additional transcripts.

G. Adherence to Ethical Standards.

The City conducts itself in accordance with the highest ethical standards and expects the same of its Outside Counsel. No City employee ever has authority to instruct Outside Counsel to act in an unethical manner. If Outside Counsel believes that a City employee has engaged or will engage in illegal or unethical activity, Outside Counsel must immediately advise the Corporation Counsel. The City will terminate its relationship with any Outside Counsel who, in the City's sole discretion, fails to adhere to the foregoing ethical standards.

At all times, Outside Counsel will remain aware of and in compliance with each of the City's "Pay-to-Play" ordinances and any amendments thereto.

H. Gratuities.

City officers and employees are prohibited from accepting any gift, favor, service or other thing of value related in any way to the City officer's or employee's public duties. In addition, any vendor to the City is prohibited from offering a gift or other thing of value to a City officer or employee with which the vendor transacts business or offers to transact business. Any City officer or employee is prohibited from soliciting a gift or thing of value from a City vendor. This includes charitable donations made in the name of a City employee.

The City reserves the right to amend this Agreement from time to time, providing written notification to Outside Counsel within thirty (30) days of the effective date of any substantive changes. Failure to accept amendments may result in the termination of services from the City.

I. Malpractice Insurance.

Outside Counsel representing the City shall maintain malpractice insurance coverage that is reasonable and prudent in relation to the types and sizes of matters handled. Outside Counsel shall, upon request, promptly provide the Corporation Counsel with copies of any applicable policies required under this section, and/or a certificate of insurance. Each policy provided must be certified by the agent or underwriter to be a true copy. If Outside Counsel does not have coverage or if coverage is cancelled and not immediately replaced with comparable coverage, Outside Counsel must immediately report this to the Corporation Counsel.

J. File Retention.

For Litigated Matters: Outside Counsel shall retain pleadings, correspondence, discovery materials, deposition transcripts and similar documents and work product for a period of no less than seven (7) years from the date the matter is concluded or for the time period specified by rule or law in the jurisdiction in which the matter was pending, whichever is longer. Beyond this period, Outside Counsel shall notify the City in writing no less than sixty (60) days prior to destroying any file. Along with the written notification, Outside Counsel shall submit an inventory of any original City documents contained in the file to be destroyed and a representation that any electronic version of the file will also be destroyed or deleted.

For Bond and Other Transactions, and Advice Matters: Documents shall be retained in accordance with the same policies applicable to litigated matters unless applicable law mandates any longer retention schedule. However, bond counsel and transactional/advice counsel shall retain all transcripts of transactions and memoranda of advice indefinitely unless otherwise directed by the Corporation Counsel.

III. Billing

A. Rates.

Outside Counsel shall be compensated at the rate of $150.00 per hour, including expenses. The total amount of this agreement shall not exceed $50,000.

The City will pay for actual services rendered at rates established in Requests for Qualifications or otherwise agreed to in advance. At the time of Outside Counsel's initial engagement, Outside Counsel shall furnish the Corporation Counsel with a schedule of billing rates for partners, associates and all other timekeepers expected to bill time against the matter for review and approval prior to billing time to the City. Because of City procurement rules, the rates

applicable at the inception of each specific matter must remain in effect for the duration of that matter.

Hourly rates shall include all overhead costs (*see* Acceptable Fees/Charges, below), none of which shall be included in disbursements.

Time must be billed in 0.1 hour increments and on a per-task basis. The time entry description must be specific, detailing the action taken and the subject matter. Absent prior consent, the City will not pay for more than ten (10) hours of time by a single timekeeper in a single day, but the Corporation Counsel may increase that number of permissible hours in matters of special urgency or where cases are in or approaching trial.

Outside Counsel shall bear in mind that invoices may be disclosed pursuant to the City's open records laws and that courts may not sustain assertions of privilege by the City. Although the City will endeavor to redact privileged information before releasing bills for public consumption, Outside Counsel shall, to the extent practicable and consistent with the need to fully inform the City of its activities and to allow the City to evaluate the reasonableness of billing narratives, avoid the inclusion of privileged matter in invoices.

B. <u>Invoicing Policy</u>.

All invoices must be submitted to the Corporation Counsel.

For litigation, advice, and non-bond transactional matters, Outside Counsel generally are expected to submit monthly invoices within thirty days of the conclusion of the billing period, absent the City's prior consent to a longer delay. All charges must reflect the work performed within the billing period or a reasonable time before the billing period. Absent good cause, as defined by the City, the City will not pay for services or expenses incurred more than 90 days prior to the date the invoice is submitted. For bond matters, Outside Counsel are expected to submit their invoice within thirty days of the conclusion of the transaction.

Absent a specific agreement to an alternative fee arrangement, Outside Counsel fees shall be computed by applying the negotiated hourly rate to the time for the services expended. Hours shown must accurately reflect the time spent on the described activity and must either be the exact amount of time or the exact time rounded down to the nearest one-tenth of an hour. Block billing—grouping multiple activities under a single time charge—will not be accepted, and the City will not pay for any time recorded in a block fashion unless this requirement is waived by the Director of the City of Law or his or her designee.

Every bill from Outside Counsel is deemed to be a certification by the firm and billing partner that all legal services and disbursements reflected on the bill are reasonable for the legal matter involved and necessary for the proper provision of legal services to the City. The City may deduct certain fees and charges that are inconsistent with this Agreement.

The City reserves the right to audit all fee and disbursement details that Outside Counsel submit, as well as the corresponding legal file. The City will promptly terminate the services of any Outside Counsel whose billing practices raise questions about the Outside Counsel's integrity, honesty or compliance with the applicable rules of professional conduct or this Agreement.

C. Invoice Format.

Each invoice will include the following minimum requirements:

- Unique invoice number
- Invoice date
- Matter name
- Outside Counsel's matter number
- Date(s) services were performed
- Timekeeper name or ID
- Timekeeper title or level
- A narrative description of the services provided or tasks performed for each specific task. The description shall clearly state the nature of the task performed sufficient to allow the City to determine why it was necessary. Incomplete or vague charge descriptions are unacceptable. Examples of incomplete or vague charges include, but are not limited to: 'analysis', 'review file,' 'conference', 'attention to matter'; 'worked on discovery', 'work on file', 'prepare for meeting', 'misc.', and 'other'
- Time entry to the nearest tenth (.10) of an hour
- Timekeeper rate
- Charge total
- Detail of reimbursable expenses and disbursements at actual cost

The detailed billing report from Outside Counsel's system will provide this information. If Outside Counsel provides services on more than one matter during a billing period, a separate invoice for each matter is required.

D. Acceptable Fees/Charges.

Overhead charges may not be billed. The City will not reimburse Outside Counsel for basic support services, which the City deems to be part of Outside Counsel's overhead and built into its rates. The City will not pay for any of the following items under any circumstances:

- Billing inquiries
- Opening and closing files
- Internal filing
- Secretarial services (including overtime charges)

- Word processing or proofreading
- Maintenance of a calendar or tickler system
- Investigating potential conflicts
- Preparing budgets
- Library usage (including book purchases or subscriptions) or library staff time
- Office supplies
- Conference room charges

E. Basic legal research may not be billed.

Outside Counsel shall be familiar with the basic substantive law at issue in the matter for which the firm was retained, and the City shall not be charged for this type of research. If legal research benefits other clients, only the proportionate share of that cost shall be billed to the City. The City shall also benefit from previously prepared briefs and memoranda, and when such briefs or memoranda exist, will pay only for actual time spent updating or tailoring the same. All other anticipated legal research shall be addressed in Outside Counsel's proposed budget. Legal research projects necessary in a particular litigation assignment must be approved in advance by the Corporation Counsel before the research is commenced.

The City will pay only for the actual time spent by Outside Counsel or other approved timekeeper conducting the research. As explained *infra*, fees charged by electronic or other research services, including library fees, Westlaw, Lexis and other online services are considered general overheard and are not reimbursable.

F. Out-of-pocket costs must be itemized and passed through with no markup.

The City will reimburse Outside Counsel for reasonable, documented and itemized out-of-pocket disbursements and costs incurred on behalf of the City, with the exceptions and limitations set forth in this Agreement. Outside Counsel's invoices to the City shall reflect the actual cost and shall not include any markup. All disbursements must be fully itemized with a description sufficient for review, identifying the number of units, price per unit and total cost. The City may refuse to pay for disbursements billed as 'miscellaneous,' billed in a group (e.g., Travel Expenses - $4,000.00) or disbursements without descriptions.

G. Prohibited disbursements.

The City considers certain disbursements to be part of a law firm's overhead and will not pay such charges. These items include:

- Rent (including temporary office space)
- Westlaw, Lexis and other legal database services
- Cost or usage of computers or mobile devices or internet service charges
- Equipment rental

•Storage charges
•Catering for internal meetings
•Meals (except during business travel, and then limited to $70 per day)
•Mileage for short trips (<30 miles one way)
•Travel costs exceeding discounted, non-refundable coach fares except where excess costs have been approved in advance
•Telephone charges
•Facsimile charges
•Allocated charges from a firm's blanket service agreements with outside vendors

H. Copying/scanning.

Copying charges may be billed to the City at the lesser of the most favorable rate applied by Outside Counsel or five cents per page. The City will reimburse for document scanning at Outside Counsel firm's regular rate, up to a maximum of five cents per page, for document productions, but the City will not pay time charges associated with scanning, and there shall be no charges associated with the scanning and filing of court papers and correspondence. Every effort shall be made to minimize scanning expenses by working with documents in electronic format whenever possible.

I. Couriers and Overnight Mail.

The City will reimburse for actual charges billed to Outside Counsel for deliveries (including overnight express) that are necessary in the interest of speed and reliability. Outside Counsel shall use the lowest cost service consistent with need and reliability, and to arrange schedules, whenever practicable, to avoid the need for premium-priced couriers. Outside Counsel shall use less expensive means, such as email (encrypted, when necessary) or regular mail where it is practical to do so.

J. Travel Expenses.

All air and rail travel must be first approved by the Corporation Counsel, ideally as part of the case budget. Outside Counsel shall use good judgment in selecting hotels and restaurants and incurring expenses for which the taxpayers are to be charged. Outside Counsel shall use alternatives to travel such as conference calls or videoconferences whenever practicable. If the travel involves another client, the City may be billed only for its proportionate share of both time and related expenses. **Non-working travel time is not billable without the Corporation Counsel's prior approval.**

K. Reimbursement of Meals for Overnight Travel.

The City will reimburse for meals consumed while traveling overnight on City business, but limited (absent prior approval) to no more than seventy dollars ($70) per person, per day. Under no circumstances will the City reimburse costs for alcoholic beverages.

L. Maintenance of Expense Records.

To ensure compliance with the City's reimbursement policies, Outside Counsel shall require itemization of out-of-pocket expenses such as airline tickets, meals and hotel bills before making reimbursement to any attorney, employee or third party, and maintain original receipts. Travel and meal expenses and receipts may be audited and shall be retained by Outside Counsel in accordance with applicable IRS guidelines. Unless requested to do so by the City, Outside Counsel shall not forward copies of travel and meal expense receipts to the City with the firm's invoices.

M. Personal Expenses Not Reimbursable.

Please take care to distinguish between personal expenses and properly chargeable business expenses. The City will not reimburse for, among other things, recreation fees, salon or spa charges, pay-per-view movies or other personal entertainment charges, airline baggage charges, travel agency expenses, shoe shines, toiletries, dry cleaning or laundry (except in the unlikely event travel of more than seven days' duration is required), or luggage.

N. Vendor discounts must be passed through.

If Outside Counsel receives a discount or rebate from a vendor based on the aggregate level of business with that vendor, such discount shall be disclosed and the City shall receive the benefit on a proportionate basis. This does not include frequent-flyer miles or similar perquisites allocated to individual travelers.

IV. CONFIDENTIALITY

In the course of representing the City, Outside Counsel will frequently gain access to nonpublic and confidential information. The City requires Outside Counsel to maintain the confidentiality of such information both during and after the course of Outside Counsel's representation of the City. Outside Counsel must have in place appropriate procedures to ensure the protection of all such information. In the event the representation requires Outside Counsel to become privy to protected personally-identifiable information about any person, such as health or financial records, Social Security numbers or other such information, then this information must be handled with the utmost care both within facilities in Outside Counsel's control, and certainly when that information is being transported. Under no circumstances shall such confidential information be transported outside Outside Counsel's offices--either physically or over the public internet--unless the information is appropriately encrypted. In the event information is

compromised or potentially compromised, Outside Counsel must notify the City immediately.

Outside Counsel must follow all statutory, regulatory, and ethical provisions relating to privacy, confidentiality and nondisclosure of all privileged, proprietary and confidential information. Outside Counsel must take appropriate measures to ensure that all legal and nonlegal personnel are familiar with this requirement and are effectively supervised in this regard.

Vendors to whom Outside Counsel gives access to confidential or proprietary material of the City (including work product) must sign the confidentiality agreement attached as Appendix A. It is the responsibility of Outside Counsel to obtain a signed confidentiality agreement from each vendor and to retain those agreements.

This Confidentiality Section, and the corresponding Confidentiality Agreement attached as Appendix A, is above and beyond any relationships or privileges held or created separate and apart from this Agreement.

V. NEW JERSEY BUSINESS REGISTRATION REQUIREMENTS

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

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

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

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

VI. TERMINATION

The City reserves the right to terminate the within Agreement at any time for any reason whatsoever, in which event Outside Counsel shall be paid for services due up to the date of

termination. Thereafter, this Agreement shall be considered null and void with no further rights or obligations emanating therefrom. Unless sooner terminated or renewed, this contract shall be for a term of one (1) year commencing on the date the contract is executed by City officials.

VII. GENERAL TERMS

A. Governing Law/Jurisdiction.

This Agreement will be interpreted in accordance with, and governed by, the laws of the State of New Jersey. The courts of the State of New Jersey will have exclusive jurisdiction and the parties irrevocably attorn to the jurisdiction of such courts.

B. Counterparts Clause.

This Agreement may be executed by e-mail in counterparts all of which will be deemed originals and legally binding once delivered to each of the other parties' authorized e-mail addresses and such delivery is acknowledged by reply e-mail. Although not necessary to legally bind the parties, each party agrees to promptly circulate signed originals in sufficient number to the other parties for record-keeping purposes after completing the e-mail execution and delivery. All counterparts when executed and delivered (by e-mail or in paper form) will be construed together to be an original and will constitute one and the same agreement.

By accepting an engagement by the City, law firms will be deemed to have familiarized themselves with this agreement and to have agreed to adhere to it in all respects, now and as they may be amended from time to time upon written notice and acceptance. This acceptance is a matter both of contract and professional responsibility.

Attest:

_____

Robert Byrne
City Clerk

City of Jersey City

_____

Robert Kakoleski
Business Administrator

WITNESS:

_____

Calcagni & Kanefsky

_____

By:
Firm:

APPENDIX A

CONFIDENTIALITY AGREEMENT

_____ (Subcontractor), as a contractor of Outside Counsel retained by the City of Jersey City (the "City") pursuant to an "Outside Counsel Agreement" dated _____, hereby acknowledges and agrees as follows:

1. All documents and data, including but not limited to financial, statistical, personnel, customer and/or technical documents, owned or supplied by the City to the Subcontractor, shall be treated as confidential (Documents and Data). The Subcontractor shall take all necessary and reasonable precautions to ensure that the City's Documents and Data are safeguarded. Use of the Documents and Data is strictly limited to that use necessary to complete the scope of work agreed upon, which may include disclosure to employees, officers or agents of any subcontractor assisting with the scope of work. Any other use, and any sale or offering of the Documents and Data in any form by the Subcontractor, or any individual or entity in the Subcontractor's charge or employ, will be considered a violation of this Confidentiality Agreement and may result in termination of the agreement between Subcontractor and the law firm retained by the City, and the Subcontractor's suspension or debarment from City contracting. In addition, such conduct may be reported to the appropriate authorities for possible criminal prosecution.

2. Subcontractor shall be responsible to ensure that all agents and individuals or entities in the Subcontractor's charge or employ adhere to this Confidentiality Agreement. A breach of confidentiality by any individual or entity in the Subcontractor's charge or employ will be considered a violation of this Confidentiality Agreement by the Subcontractor.

3. In the event that Subcontractor, its agent or any individual or entity in the Subcontractor's charge or employ receives a subpoena, demand, or other request for any of the City's documents or data, Subcontractor shall promptly notify the City and shall not turn over any of the City's documents or data.

4. The Subcontractor shall comply with all applicable City and Federal laws that require the notification of individuals in the event of unauthorized release of personally-identifiable information or other event requiring notification. In the event of a breach of any of the Subcontractor's confidentiality obligations or other event requiring notification under applicable law ("Notification Event"), the Subcontractor agrees to assume responsibility for informing all such individuals in accordance with applicable law and to indemnify, hold harmless and defend the City and its trustees, officers, and employees from and against any claims, damages, or other harm related to such Notification Event.

5. Upon termination of this Confidentiality Agreement the Subcontractor shall return or erase, destroy, and render unreadable all Subcontractor copies of City Documents and Data, both physical and electronic, and certify in writing that these actions have been completed within 30 days of the termination of this Confidentiality Agreement or within 14 days of the request of an agent of the City, whichever shall come first.

6. This Confidentiality Agreement shall survive the Subcontractor's termination of the contract between the law firm retained by the City and Subcontractor or upon completion of the scope of work related to the City.

Subcontractor/Firm: _____

By: _____

Title: _____

Date: _____

Item F. Americans with Disabilities Act

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. S121 01* et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of 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): Eric Kanefsky – Co-Founder & Partner
Representative's Signature:
Name of Company: Calcagni & Kanefsky LLP
Tel. No.: 862-902-5455 **Date:** 10/17/2016

EXHIBIT A (*Continuation*)

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

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

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract_compliance

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

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

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

The undersigned vendor further agrees to furnish the required forms of evidence and

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

Representative's Name/Title (Print): Eric Kanefsky - Co-Founder & Partner

Representative's Signature: E. Kanefsky

Name of Company: Calcagni & Kanefsky LLP

Tel. No.: 862-902-5455 Date: 10/17/2016

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: Calcagni & Kanefsky LLP

Address: One Newark Center; 1085 Raymond Blvd.; 14th Floor

Telephone No. : 862-902-5455

Contact Name: Thomas Calcagni

Please check applicable category:

____ Minority Owned Business (MBE)

____ Minority& Woman Owned Business (MWBE)

____ Woman Owned business (WBE)

_X_ Neither

Definitions
Minority Business Enterprise

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

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

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

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

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

Woman Business Enterprise

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

DIVISION OF PURCHASING COPY

James J. Fruscione
Director
New Jersey Division of Revenue

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

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

TAXPAYER NAME:
CALCAGNI & KANEFSKY LLP

TRADE NAME:

ADDRESS:
1085 RAYMOND BLVD 14TH FL
NEWARK NJ 07102

SEQUENCE NUMBER:
2042477

EFFECTIVE DATE:
05/11/16

ISSUANCE DATE:
05/11/16

Director
New Jersey Division of Revenue

FORM BRC

This Certificate is not a license or permit. It must be conspicuously displayed at above address.

05/11/16

Taxpayer Identification#

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

Item L. Certification of Compliance (Ord. 08-128)

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 Calcagni & Kanefsky LLP (name of business entity) has not made any reportable contributions in the **one-year period preceding July 30, 2016 (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 Calcagni + Kanefsky LLP (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: Calcagni + Kanefsky LLP

Signed E. Kanefsky
Print Name Eric Kanefsky

Title: Co-Founder + Partner
Date:

Subscribed and sworn before me
this 17 day of October, 2016.
My Commission expires:

Jessica S. Allen Attorney-at-Law
(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.

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

City Clerk File No. Res. 16.725

Agenda No. 10.Z.7

Approved: OCT 2 6 2016

TITLE:

RESOLUTION AUTHORIZING THE CITY OF JERSEY CITY TO ENTER INTO AN INDEMNIFICATION AGREEMENT WITH US POSTAL SERVICE 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 Division provides training for Fire Fighters; and

WHEREAS, the City of Jersey City (City) does not have a facility to accommodate said training; and

WHEREAS, the US Postal Service has a driver training course to accommodate said fire apparatus driver training at 80 County Road in Jersey City; and

WHEREAS, the US Postal Service has agreed that there will be no cost to the City or Fire Division for use of its facility; and

WHEREAS, the Fire Division will use the facility from October 2016 to December 31, 2018; and

WHEREAS, the US Postal Service requires indemnification and a letter of insurance from the City; and

WHEREAS, the agreement will specify the City's responsibilities to the owner 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;

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 the agreement attached hereto indemnifying the US Postal Service for the use of its facility by the Fire Division for this training;
2. The Risk Manager is authorized to issue a letter of insurance to the US Postal Service 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: Jerome Cole

APPROVED: Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 10.26.16											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
HALLANAN	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

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

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING THE CITY OF JERSEY CITY TO ENTER INTO AN AGREEMENT INDEMNIFICATION WITH US POSTAL SERVICE AND AUTHORIZING THE RISK MANAGER TO ISSUE A LETTER OF INSURANCE

Initiator

Department/Division	Public Safety - Fire	
Name/Title	Jerome A.Cala, Assistant Director	
Phone/email	201-547-4239	

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

Resolution Purpose

1. To provide "hands on" driver training for all fire fighters on a closed driving course at no cost to the City.

I certify that all the facts presented herein are accurate.

Jerome Cala

Signature of Department Director

10/18/16

Date

INDEMNIFICATION AGREEMENT

This Indemnification Agreement is made and entered into on this ___ of_____ , 2016, by the City of Jersey City, a Municipal Corporation of the State of New Jersey (hereinafter referred to as "City") and the United States Postal Service, 80 County Road, Jersey City, New Jersey 07097 (hereinafter referred to as "USPS"), as follows:

WHEREAS, the Jersey City Fire Division needs to provide driver training for City fire fighters; and

WHEREAS, the City does not have a driver training facility; and

WHEREAS, the USPS has a driver training facility at 80 County Road in Jersey City which is suitable for the driver training that the Jersey City Fire Division needs to provide to its fire fighters; and

WHEREAS, the USPS will permit the City to use its driver training facility provided the City executes an indemnification agreement and issues a letter of insurance; and

WHEREAS, the City will use the USPS's facility beginning on October ___, 2016 and ending on December 31, 2018.

NOW, THEREFORE, in consideration of USPS's agreement to permit the City to use its driver training facility, the City hereby agrees as follows:

1) The City agrees to assume any and all risk of loss or damage of any kind whatsoever to property or injury to or death including wrongful death of persons arising out of or in connection with the City's use of the USPS's driver training facility at 80 County Road, Jersey City. The City further agrees to indemnify and hold harmless the USPS, its officers, directors, employees or agents from and against any and all claims, suits and demands based upon any of the risks so assumed, whether just or unjust, fraudulent or not, and for all costs and expenses incurred by them in the defense, settlement or satisfaction of any such claims, including attorney's fees and costs of suit. If so directed, the City shall, at no cost or expense to USPS, defend against such claims.

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

3) The term of this Indemnification Agreement shall commence on October ___, 2016 and terminate on December 31, 2018.

ATTEST: City of Jersey City

By:_____ By:_____
Robert Kakoleski, Business Administrator

RR
10-19-16

CITY OF JERSEY CITY
DEPARTMENT OF PUBLIC SAFETY

PUBLIC SAFETY | 465 MARIN BOULEVARD | JERSEY CITY, NJ 07302
P: 201 547 4239 | F: 201 547 5298

MEMORANDUM

To: Matt Hogan
Risk Manager

From: Jerome A. Cala
Assistant Director

Date: October 17, 2016

Re: Letter of Insurance

The Fire Division will be conducting driver training at the US Postal Service Complex at 80 County Road. The training will take place during October 2016 and continue to December 2018. The US Postal Service has requested a letter of insurance and a hold harmless agreement from the City. We are requesting your assistance to provide the requested documents. The contact information is:

US Postal Service
80 County Road
Jersey City, NJ 07097
Attn: George Forst
Tel: (201) 714-6202
Cell (908) 884-6059

Thank you for your assistance.

c: Deputy Chief Paul Drennan, Training

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

City Clerk File No. Res. 16.726

Agenda No. 10.Z.8

Approved: OCT 2 6 2016

TITLE:

RESOLUTION AMENDING RESOLUTION 16.339 APPROVED ON MAY 25, 2016 AUTHORIZING THE EXECUTION OF AN AFFORDABLE HOUSING TRUST FUND CONTRACT WITH A HOUSING AUTHORITY AGENCY

COUNCIL offered and moved adoption of the following resolution:

WHEREAS, the Montgomery Gardens Family Phase I Family Project is a mixed-income residential rental housing development consisting of 126 units located at 561 Montgomery Street, Jersey City, Block 13602, Lot 1 ("Project"); and

WHEREAS, the Jersey City Housing Authority ("JCHA") is non-profit public housing authority that will be executing with the City of Jersey City ("City") an Affordable Housing Trust Fund Contract and mortgage for AHTF funds for the Project in the aggregate principal amount of up to $2,000,000.00; and

WHEREAS, Resolution 16.339 approved on May 25, 2016 authorized the City to execute an Affordable Housing Trust Fund Contract with the Jersey City Redevelopment Agency ("JCRA") instead of the JCHA.

NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of the City of Jersey City that Resolution 16.339 is amended and the Mayor or Business is authorized to execute an Affordable Housing Trust Fund Contract with the Jersey City Housing Authority and such other documents in connection with the City's loan of AHTF funds for the Project at 561 Montgomery Street.

RR
10-18-16

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 10.26.16											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
HALLANAN	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

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

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

_____ Rolando R. Lavarro, Jr., President of Council

_____ Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

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

Full Title of Ordinance/Resolution

RESOLUTION AMENDING RESOLUTION 16.339 APPROVED ON MAY 25, 2016 AUTHORIZING THE EXECUTION OF AN AFFORDABLE HOUSING TRUST FUND CONTRACT WITH A HOUSING AUTHORITY AGENCY

Initiator

Department/Division	HEDC	Community Development
Name/Title	Carmen Gandulla	Director
Phone/email	547-5303	cgandulla@jcnj.org

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

Resolution Purpose

The Montgomery Gardens Family Phase I Family Project is a mixed-income residential rental housing development consisting of 126 units located at 561 Montgomery Street, Jersey City ("Project"). The Jersey City Housing Authority ("JCHA") will be executing with the City an Affordable Housing Trust Fund Contract and mortgage for AHTF funds for the Project in the aggregate principal amount of up to $2,000,000.00. Resolution 16.339 approved on May 25, 2016 authorized the City to execute an Affordable Housing Trust Fund Contract with the Jersey City Redevelopment Agency ("JCRA") instead of the JCHA. Resolution 16.339 is amended and the City is authorized to execute an Affordable Housing Trust Fund Contract with the Jersey City Housing Authority for the Project at 561 Montgomery Street.

I certify that all the facts presented herein are accurate.

Signature of Department Director **Date**

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

City Clerk File No. Res. 16.727

Agenda No. 10.Z.9

Approved: OCT 2 6 2016

TITLE:

Resolution honoring Joshua & Paula Rodriguez

for 25 years of service to the City of Jersey City and the Cityline Church

COUNCIL AS A WHOLE Offered and Moved for Adoption the Following Resolution:

WHEREAS, following careers on Wall Street, **Pastors Joshua & Paula Rodriguez** together chose to enter ministry full-time in order to improve the quality of life of people globally; and,

WHEREAS, Pastors Joshua & Paula Rodriguez now serve as the Lead Pastors of The Cityline Church, one of the fastest-growing, bilingual, Latino-led ministries in the Northeast, where their ministry philosophy entails empowering people through the restoration of God-given identity, so that they positively impact every segment of society; and,

WHEREAS, Pastor Joshua Rodriguez has a commendable record of public service, serving as the first Hispanic Police Chaplain of the Jersey City Police Department, serving on several Governors' Transition Teams, acting as a member of the Governor's Hispanic Advisory Council for Policy Development, the Equal Employment Opportunity Commission of the State of New Jersey, was part of a Financial Literacy Task Force and as part of a statewide Latino Task Force under Governor Jon Corzine, and is currently the Vice President of the National Latino Evangelical Coalition; and,

WHEREAS, Pastor Joshua Rodriguez has been frequently recognized for his achievements, including being named "Alumnus of the Year" by the Alliance Theological Seminary in 2009, and "Puerto Rican of the Year" by the Jersey City Puerto Rican Day Parade Committee in 2010; and,

WHEREAS, Pastor Paula Rodriguez is more than just a Pastor's wife, using her God-granted abilities and gifts to preach, teach, and provide dynamic leadership, empowering people through the teaching of the word of God and through song; and,

WHEREAS, Pastors Joshua & Paula Rodriguez are dynamic and energetic speakers who have inspired and empowered people around the world, including engagements in Argentina, Brazil, Chile, Colombia, Costa Rica, Cuba, Dominican Republic, Ecuador, Ghana, Gibraltar, Guatemala, Holland, Honduras, Italy, Mexico, Morocco, Panama, Puerto Rico, Spain, the United States, and Venezuela;

NOW, THEREFORE, BE IT RESOLVED that the Members of the Jersey City Municipal Council hereby recognize and honor **Pastors Joshua & Paula Rodriguez** for their 25 years of service to the City of Jersey City and the Cityline Church.

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 10.26.16											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
HALLANAN	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

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

City Clerk File No. Res. 16.728

Agenda No. 10.Z.10

Approved: OCT 2 6 2016

TITLE:

RESOLUTION HONORING AL CHOWANEC ON THE OCCASION OF HIS 80TH BIRTHDAY

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

WHEREAS, Alexander "Al" Chowanec was born on October 6, 1936 in the Margaret Hague Maternity Hospital. Al was one of eleven children born to Mary Karlak and John Chowanec; and

WHEREAS, Al had an entrepreneurial spirit at a young age. He had his first paying job at the age of twelve working in a local grocery store and by the age of sixteen he worked in a factory that manufactured ladies undergarments; and

WHEREAS, Al, dreaming of owning his own business, opened Al's Shell Gasoline Station and Auto Repair on Bright Street shortly after his high school graduation from Ferris High School, then on Coles Street. Al served in the National Guard and in the Army Reserve for nine years; and

WHEREAS, Al, interested in local politics and under the guidance of the Deputy Mayor Joseph Sista, formed the Al Chowanec Democratic Association. Al quickly became Ward Leader in Ward E with over 108 members as well as a Ladies Auxiliary. His Association helped the residents of "Gammontown", (now known as Paulus Hook), which consisted primarily of Polish immigrants, find work and a sense of belonging; and

WHEREAS, Al's generosity helped support local youth through the sponsorship of two Little League teams, the Our Lady of Czestechowa Team and the Al Chowanec Team. Al Chowanec has spent his life giving back to others, hosting fund-raisers, turkey dinners at Varsity Hall and annual toy drives for underprivileged youth. A medical issue he suffered in his youth inspired him to donate medical equipment to St. Francis Hospital enabling the hospital to treat patients with kidney disease; and

WHEREAS, Al Chowanec married his wife Olga Lazorczyk on January 28, 1967. Their union was blessed with three daughters; Alexa, Sandra and Mary. He is the proud grandfather of six. Al and his family owned and operated the Harbor Casino on Warren Street for over thirty five years. Captain Al, as many referred to him, ran an establishment where the working man could rub elbows with politicians and celebrities. Al treated all of his customers with the same friendly smile and warmth. He had a first row seat to the Renaissance of Downtown Jersey City.

NOW, THEREFORE, BE IT RESOLVED that the Municipal Council of the City of Jersey City does hereby honor Al Chowanec on the occasion of his 80th birthday. He is a true son of the City of Jersey City.

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 10.26.16

COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
HALLANAN	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

_____
Rolando R. Lavarro, Jr., President of Council

_____
Robert Byrne, City Clerk

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

City Clerk File No. Res. 16.729

Agenda No. 10.Z.11

Approved: OCT 2 6 2016

TITLE:

A RESOLUTION COMMENDING ALEKSANDR OSENENKO FOR ACTS OF HEROISM AND BRAVERY

COUNCIL AS A WHOLE Offered and moved for adoption the following resolution:

WHEREAS, on Tuesday, October 12, 2016, **Aleksandr Osenenko** was riding his bike home from school and came across a man who appeared to be swimming in a lake in Jersey City's Lincoln Park; and,

WHEREAS, it soon became clear to **Aleksandr Osenenko** that the man he saw in the water was in distress, becoming submerged beneath the surface of the water and failing to come back up for air; and,

WHEREAS, a lifeguard trained and employed seasonally by Jersey City's Department of Recreation, **Aleksandr Osenenko** jumped into the lake, swimming out to the submerged man and bringing him back to the shoreline in front of several onlookers who had gathered at the scene; and,

WHEREAS, suffering a small cut during the rescue attempt, **Aleksandr Osenenko** continuously displayed more concern for the welfare of the drowning victim than himself, repeatedly expressing that the victim's life was more important than his own comfort or convenience; and,

WHEREAS, the consensus among **Aleksandr Osenenko**'s family, friends, teachers, and other first responders is that he is a hero who should be proud of his ability to assess a potentially dangerous situation and take appropriate action in order to try to save a stranger's life;

NOW, THEREFORE, BE IT RESOLVED, by the Members of the Jersey City Municipal Council that **Aleksandr Osenenko** is hereby recognized and commended for his heroic and selfless actions on the 12th of October in the year 2016.

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 10.26.16

COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
HALLANAN	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

_____ Rolando R. Lavarro, Jr., President of Council

_____ Robert Byrne, City Clerk