

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

City Clerk File No. Res. 16.090

Agenda No. 10.A

Approved: FEB 24 2016

TITLE:



RESOLUTION AUTHORIZING AN EMERGENCY TEMPORARY APPROPRIATION

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

WHEREAS, it is necessary to provide an additional appropriation in the Calendar Fiscal Year 2016 temporary budget to make available the money necessary for the continuance of City services during the temporary budget period; and,

WHEREAS, no adequate provision has been made in the Calendar Fiscal Year 2016 Temporary Budget for the aforesaid purpose, and N.J.S.A. 40A:4-20 provides for the creation of an emergency temporary appropriation for the purpose mentioned above; and,

WHEREAS, the total temporary budget resolutions adopted in Calendar Fiscal Year 2016 pursuant to the provisions of N.J.S.A. 40A:4-19,20, including this resolution, totals **\$207,099,040.00**

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

1. An emergency temporary appropriation is hereby created for:

FCOA	ITEM	FROM	TO	+/-
Grant	Local Safety -Summit Avenue Corridor, Phase III	\$ -	\$ 450,000.00	\$ 450,000.00
Grant	Local Safety -Communipaw Avenue	\$ -	\$ 817,400.00	\$ 817,400.00
Grant	Local Safety -Dr. MLK Blvd, Sec. 2	\$ -	\$ 400,000.00	\$ 400,000.00
Grant	Local Safety -Montgomery Street	\$ -	\$ 1,167,077.00	\$ 1,167,077.00
Grant	Recycling Bonus Grant	\$ -	\$ 15,975.00	\$ 15,975.00
25-305	Jersey City Incinerator Authority	\$ 4,000,000.00	\$ 7,000,000.00	\$ 3,000,000.00
		ET TOTAL:	\$ 5,850,452.00	

2. Said emergency temporary appropriation will be provided for in the Calendar Fiscal Year 2016 Municipal Budget.

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

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

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 2.24.16											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

[Signature]
 Rolando R. Lavarro, Jr., President of Council

[Signature]
 Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

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

Full Title of Ordinance/Resolution

ET (RESOLUTION AUTHORIZING AN EMERGENCY TEMPORARY APPROPRIATION)

Initiator

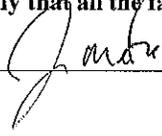
Department/Division	Administration	Management & Budget
Name/Title	John Metro	
Phone/email	201-547-5042	JMETRO@ICNJ.ORG

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

Resolution Purpose

It is necessary to provide an additional appropriation in the Calendar Fiscal Year 2016 temporary budget to make available the money necessary for the continuance of City services during the temporary budget period.

I certify that all the facts presented herein are accurate.



02/16/2016

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

City Clerk File No. Res. 16.091

Agenda No. 10.B

Approved: FEB 24 2016

TITLE:



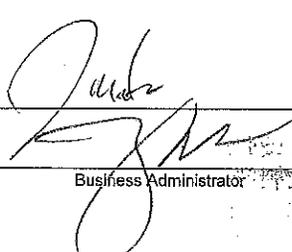
RESOLUTION AUTHORIZING CALENDAR YEAR 2015 APPROPRIATION RESERVE TRANSFERS

COUNCIL
adoption of the following resolution:

offered and moved

RESOLVED, by the Municipal Council of the City of Jersey City that the Comptroller is hereby authorized to make the following CY 2015 budgetary appropriation reserve transfers in accordance with N.J.S.A. 40A:4-59, two thirds of the full membership of the Municipal Council concurring:

FCOA	ACCOUNT	FROM	TO
31-433	Office Services OE	\$ 400,000.00	
31-434	Gasoline All Departments OE	\$ 400,000.00	
26-291	Building & Streets; Maint. SW	\$ 100,000.00	
28-375	Parks Maint. SW	\$ 100,000.00	
23-210	Insurance All Departments OE		\$ 1,000,000.00
	Total:	\$ 1,000,000.00	\$ 1,000,000.00

APPROVED: 

APPROVED: _____
Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel

Certification Required

Not Required

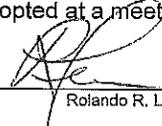
APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 2-24-16											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

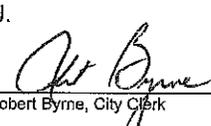
✓ Indicates Vote

N.V.-Not Voting (Abstain)

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



Rolando R. Lavarro, Jr., President of Council



Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

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Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING CALENDAR YEAR 2015
APPROPRIATION RESERVE TRANSFERS

Initiator

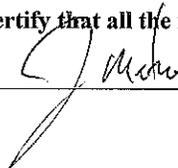
Department/Division	Administration	Management & Budget
Name/Title	John Metro	
Phone/email	201-547-5042	JMETRO@JCNJ.ORG

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

Resolution Purpose

In accordance with N.J.S.A. 40A:4-59, authorizes the Comptroller to make CY 2015 budgetary appropriation reserve transfers as listed.

I certify that all the facts presented herein are accurate.



02/16/2016

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

City Clerk File No. Res. 16.092

Agenda No. 10.C

Approved: FEB 24 2016

TITLE:



RESOLUTION INTRODUCING THE CALENDAR YEAR 2016 MUNICIPAL BUDGET

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

WHEREAS, it is necessary for the City of Jersey City to prepare an annual budget identifying all of the anticipated appropriations and revenues to support governmental operations for Calendar Year 2016; and

WHEREAS, N.J.S.A. 40A:4-5 provides for the introduction of the annual Municipal Budget, and

WHEREAS, upon approval of the introduction, a public hearing will be scheduled for comments; and

NOW THEREFORE, BE IT RESOLVED by the Municipal Council of the City of Jersey City that in accordance with the aforementioned statute;

1. The Municipal Council approves the introduction of the Calendar Year 2016 Municipal Budget of the City of Jersey City.

APPROVED: [Signature]

APPROVED AS TO LEGAL FORM [Signature]

APPROVED: [Signature]
Business Administrator

Corporation Counsel

Certification Required

Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 2.24.16											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

[Signature]
Rolando R. Lavarro, Jr., President of Council

[Signature]
Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

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

Full Title of Ordinance/Resolution

**RESOLUTION INTRODUCING THE CALENDAR YEAR 2016
MUNICIPAL BUDGET**

Initiator

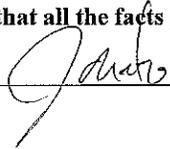
Department/Division	Administration	Management & Budget
Name/Title	John Metro	
Phone/email	201-547-5042	JMETRO@JCNJ.ORG

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

Resolution Purpose

This Resolution, in accordance with N.J.S.A 40A:4-5, provides the introduction of the CY 2016 Municipal Budget.

I certify that all the facts presented herein are accurate.



02/16/2016

**2016 MUNICIPAL DATA SHEET
(Must Accompany 2016 Budget)**

MUNICIPALITY: CITY OF JERSEY CITY COUNTY: HUDSON

<u>Steven M. Fulop</u> Mayor's Name	<u>6/30/2017</u> Term Expires
--	----------------------------------

Municipal Officials	
<u>Robert Byrne</u> Municipal Clerk	<u>1/12/1989</u> Date of Orig. Appt. 635 Cert No.
<u>Maureen Cosgrove</u> Tax Collector	<u>1302</u> Cert No.
<u>Donna Mauer</u> Chief Financial Officer	<u>N-0647</u> Cert No.
<u>Frederick J. Tomkins</u> Registered Municipal Accountant	<u>327</u> Lic No.
<u>Jeremy Farrell</u> Municipal Attorney	

Official Mailing Address of Municipality

City of Jersey City
280 Grove Street
Jersey City, New Jersey 07302

Governing Body Members	
Name	Term Expires
<u>Rolando Lavarro, Council President</u>	<u>6/30/2017</u>
<u>Joyce Watterman</u>	<u>6/30/2017</u>
<u>Daniel Rivera</u>	<u>6/30/2017</u>
<u>Frank Gajewski</u>	<u>6/30/2017</u>
<u>Khemraj Ramchal</u>	<u>6/30/2017</u>
<u>Richard Boggiano</u>	<u>6/30/2017</u>
<u>Michael Yun</u>	<u>6/30/2017</u>
<u>Candice Osborne</u>	<u>6/30/2017</u>
<u>Diane Coleman</u>	<u>6/30/2017</u>

Please attach this to your 2016 Budget and mail to:

Director, Division of Local Government Services
Department of Community Affairs
PO Box 803
Trenton NJ 08625

Division Use Only	
Municode:	_____
Public Hearing Date:	_____

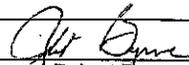
2016
MUNICIPAL BUDGET

Municipal Budget of the _____ City _____ of _____ Jersey City _____ County of _____ Hudson _____ for the Calendar Year 2016.

It is hereby certified the Budget and Capital Budget annexed hereto and hereby made a part hereof is a true copy of the Budget and Capital Budget approved by resolution of the Governing Body on the

_____ 24th _____ day of _____ February _____, 2016
and that public advertisement will be made in accordance with the provisions of N.J.S. 40A:4-6 and N.J.A.C. 5:30-4.4(d).

Certified by me, this _____ 24th _____ day of _____ February _____, 2016



Robert Byrne
280 Grove Street

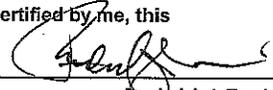
Address
Jersey City, New Jersey 07302

Address
(201) 547-5149

Phone Number

It is hereby certified that the approved Budget annexed hereto and hereby made a part is an exact copy of the original on file with the Clerk of the Governing Body, that all additions are correct, all statements contained herein are in proof, and the total of anticipated revenues equals the total of appropriations.

Certified by me, this _____ 24th _____ day of _____ February _____, 2016



Frederick J. Tomkins
310 Broadway

327
RMA
Bayonne, NJ 07002

It is hereby certified that the approved Budget annexed hereto and hereby made a part is an exact copy of the original on file with the Clerk of the Governing Body, that all additions are correct, all statements contained herein are in proof, the total of anticipated revenues equals the total of appropriations and the budget is in full compliance with the Local Budget Law, N.J.S. 40A:4-1 et seq.

Certified by me, this _____ 24th _____ day of _____ February _____, 2016



Donna Mauer, Chief Financial Officer

DO NOT USE THESE SPACES

CERTIFICATION OF ADOPTED BUDGET

(Do not advertise this Certification form)

CERTIFICATION OF APPROVED BUDGET

It is hereby certified that the amount to be raised by taxation for local purposes has been compared with the approved Budget previously certified by me and any changes required as a condition to such approval have been made. The adopted budget is certified with respect to the foregoing only.

It is hereby certified that the Approved Budget made part hereof complies with the requirements of law, and approval is given pursuant to N.J.S. 40A:4-79.

STATE OF NEW JERSEY
Department of Community Affairs
Director of the Division of Local Government Services

STATE OF NEW JERSEY
Department of Community Affairs
Director of the Division of Local Government Services

Dated: _____ 2016

By: _____

Dated: _____ 2016

By: _____

MUNICIPAL BUDGET NOTICE

Section 1.

Municipal Budget of the City of Jersey City, County of Hudson for the Calendar Year 2016

Be it Resolved, that the following statements of revenues and appropriations shall constitute the Municipal Budget for the Year 2016

Be it Further Resolved, that said Budget be published in the JERSEY JOURNAL

in the issue of April 01, 2016

The Governing Body of the CITY of JERSEY CITY does hereby approve the following as the Budget for the year 2016.

RECORDED VOTE

<p>Ayes</p> <div style="border: 1px solid black; padding: 5px; display: inline-block;"> <p>GAJEWSKI OSBORNE RAMCHAL COLEMAN BOGGIANO RIVERA YUN WATTERMAN LAVARRO, PRES.</p> </div>	<p>Nays</p> <div style="border: 1px solid black; width: 80px; height: 100px; margin: 0 auto;"></div>	<p>Abstained</p> <div style="border: 1px solid black; width: 30px; height: 40px; margin: 0 auto;"></div> <p>Absent</p> <div style="border: 1px solid black; width: 30px; height: 40px; margin: 0 auto;"></div>
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Notice is hereby given that the Budget and Tax Resolution was approved by the MUNICIPAL COUNCIL of the CITY of JERSEY CITY, County of HUDSON, on WEDNESDAY, FEBRUARY 24, 2016

A Hearing on the Budget and Tax Resolution will be held at ANNA CUCCI MEMORIAL COUNCIL CHAMBERS, CIT HALL, 280 GROVE ST., JERSEY CITY, NJ, on WEDNESDAY, APRIL 13, 2016 at

6:00 o'clock P.M. at which time and place objections to said Budget and Tax Resolution for the year 2016 may be presented by taxpayers or other interested persons

**EXPLANATORY STATEMENT - (CONTINUED)
SUMMARY OF 2015 APPROPRIATIONS EXPENDED AND CANCELED**

	General Budget			
Budget Appropriations - Adopted Budget	540,975,683.00			
Budget Appropriation Added by N.J.S 40A:4-87	12,970,627.00			
Emergency Appropriations				
Total Appropriations	553,946,310.00			
Expenditures:				
Paid or Charged (Including Reserve for Uncollected Taxes)	532,648,930.00			
Reserved	21,955,250.00			
Unexpended Balances Canceled				
Total Expenditures and Unexpended Balances Cancelled	553,946,310.00			
Overexpenditures*				

Explanations of Appropriations for "Other Expenses"

The amounts appropriated under the title of "Other Expenses" are for operating costs other than "Salaries & Wages."

Some of the items included in "Other Expenses" are:

Materials, supplies and non-bondable equipment;

Repairs and maintenance of buildings, equipment, roads, etc.,

Contractual services for garbage and trash removal, fire hydrant service, aid to volunteer fire companies, etc;

Printing and advertising, utility services, insurance and many other items essential to the services rendered by municipal government.

*See Budget Appropriation items so marked to the right of column (Expended 2015 Reserved.)

EXPLANATORY STATEMENT - (CONTINUED)

APPROPRIATIONS CAP CALCULATION

Total General Appropriations for 2015	553,946,310
CAP Base Adjustment	
Subtotal	553,946,310

Exceptions to CAP:

Total Other Operations	9,043,100
Total Capital Improvements	313,700
Total Debt Service	61,849,380
Total Approp for School Purpose	9,999,305
Total Public & Private Programs	18,929,662
Judgments	-
Total Deferred Charges	10,884,155
Reserve for Uncollected Taxes	3,499,995
Total Additional Appropriations	
Total Exceptions	114,519,297
Amount on which .0% CAP is Applied	439,427,013
.0% CAP	-
CAP Bank	8,101,223
Value of New Construction	90,636,203
Allowable Operating Appropriations before	
Additional Exceptions per NJS 40A:4-45.3	538,164,439
Additional 3.5% if Ordinance Approved	15,379,945
Allowable Operating Appropriations	
NJS 40A:4-45.14	553,544,384
Fiscal Year In-CAP Appropriations	444,119,549

SUMMARY OF SPLIT FUNCTIONS

In order to comply with statutory and regulatory requirements, the amounts appropriated for certain departments or functions have been split and their parts appear in several places. Those appropriations which have been split are as follows:

Group Health Insurance	
Projected Costs:	103,700,024.00
Less Employee Contb	7,636,000.00
Less Grant Employees Reimb	600,000.00
Less 3rd Party Reimb	1,000,000.00
Net Group Health Insurance Appropriation:	
Inside Cap -	93,049,607.00
Outside Cap -	1,414,417.00
CY16 Budget Appropriation -	94,464,024.00

EXPLANATORY STATEMENT - (CONTINUED)

BUDGET MESSAGE

Levy CAP Calculation

Chapter 62 of the Laws of 2007 imposed a Property Tax Levy CAP which was amended by P.L. 2008, Chapter 6 and further amended by P.L. 2010, Chapter 44 (S-29 R1) approved July 13, 2010. The law (N.J.S.A. 40A:4-45.44 through 45.47) establishes a formula that limits increases in the local unit amount to be raised by taxation for each local unit budget. The budget contained herewith is within the limits imposed by this law and for the City of Jersey City is calculated as follows:

Prior Year Amount to be Raised by Taxation for Municipal Purposes	\$ 219,785,389	Balance (carried forward)	\$ 241,456,661
Cap Base Adjustment (+/-)			
Less: Prior Year Deferred Charges to Future Taxation Unfunded	897,796	Less - Cancelled or Unexpended Exclusions	
Less: Prior Year Deferred Charges - Emergencies			
		Adjusted Tax Levy	241,456,661
Less: Changes in Service Provider - Transfer of Service/ Function			
Net Prior Year Tax Levy for Municipal Purpose Tax for Cap Calculation	218,887,593	Additions:	
Plus: 2% Cap increase	4,377,752	New Ratables - Increased in Valuations	90,636,203.00
Adjusted Tax Levy	223,265,345	Prior Year's Local Municipal Purpose Tax Rate (per \$100)	3.66
		New Ratable Adjustment to Levy	3,320,910
Adjusted Tax Levy Prior to Exclusions	223,265,345		
Exclusions:			
Allowable Shared Service Agreements Increase			
Allowable Health Insurance Cost Increase	2,965,992	Maximum Allowable Amount to be Raised by Taxation	\$ 244,777,571
Allowable Pension Obligations Increase	3,385,427		
Allowable LOSAP Increase		Amount to be Raised by Taxation for Municipal Purposes	\$ 223,276,029
Allowable Capital Improvements Increase	886,300		
Allowable Debt Service and Capital Leases Increase	1,684,549	Unused CY 2016 Tax Levy Available for Banking (CY 2017 - CY 2019)	\$ 21,501,542
Recycling Tax Appropriation			
Deferred Charges to Future Taxation Unfunded			
Current Year Deferred Charges - Emergencies	9,249,048		
Add Total Exclusions	18,191,316		
Balance (carried forward)	241,456,661		

**Explanatory Statement - (Continued)
Budget Message**

Analysis of Compensated Absence Liability

**Legal basis for benefit
(check applicable items)**

Organization/Individuals Eligible for Benefit	Gross Days of Accumulated Absence	Value of Compensated Absences	Approved Labor Agreement	Local Ordinance	Individual Employment Agreements
Uniformed Police	142,195.00	68,261,572.00	X		
Uniformed Fire	114,093.00	39,545,586.00	X		
Management	16,650.00	4,474,205.00		X	
Local 246	18,600.00	2,331,758.00	X		
Local 245	9,528.00	1,388,706.00	X		
Jersey City Supervisor's Association	8,479.00	1,581,665.00	X		
Local 68	311.00	56,275.00	X		
School Traffic Guards	2,786.00	146,156.00	X		
			X		
Total Current Fund		117,785,923.00			
Totals		117,785,923.00			
Total Funds Reserved as of end of 2015		1,634,426.00			
Total Funds Appropriated in 2016		-			

CURRENT FUND- ANTICIPATED REVENUES

GENERAL REVENUES	FCOA	Anticipated		Realized in Cash
		2016	2015	in 2015
1. Surplus Anticipated	08-100	19,758,450.00	25,714,000.00	25,714,000.00
2. Surplus Anticipated with Prior Written Consent of Director of Local Government Services	08-101	11,250.00	8,750.00	8,750.00
Total Surplus Anticipated	08-100	19,769,700.00	25,722,750.00	25,722,750.00
3. Miscellaneous Revenues - Section A: Local Revenues	XXXXXXX	XXXXXXXXXXXX	XXXXXXXXXXXX	XXXXXXXXXXXX
Licenses:	XXXXXXX	XXXXXXXXXXXX	XXXXXXXXXXXX	XXXXXXXXXXXX
Alcoholic Beverage Licenses	08-141	520,699.00	520,696.00	520,699.00
Marriage Licenses	08-103	5,130.00	5,148.00	5,130.00
Cable T.V. Franchise Fees	08-612	2,476,917.00	2,415,922.00	2,415,922.00
Franchise Payment - Port Authority	08-110	-	40,000.00	-
Hackensack Meadowlands Adjustment	08-609	1,184,030.00	1,188,955.00	1,184,030.00
Local School Aid	09-207	1,722,099.00	1,840,141.00	1,722,099.00
Advertising Ordinance Fees	08-105	314,427.00	266,484.00	314,427.00
Search Fees	08-106	185.00	280.00	185.00
Lot Cleaning Charges	08-123	166,921.00	107,583.00	166,921.00
Tax Collector's Fees	08-124	19,294.00	19,739.00	19,294.00
Hotel Occupancy Tax	08-107	6,980,685.00	6,966,335.00	6,980,685.00
Landlord Registration	08-195	173,768.00	115,385.00	173,768.00

CURRENT FUND- ANTICIPATED REVENUES

GENERAL REVENUES	FCOA	Anticipated		Realized in Cash
		2016	2015	in 2015
3. Miscellaneous Revenues - Section A: Local Revenues (continued):	xxxxxxx	xxxxxxxxxxx	xxxxxxxxxxx	xxxxxxxxxxx
Interest & Cost on Taxes	08-111	1,079,873.00	888,368.00	1,079,873.00
Interest on Investments & Deposits	08-112	233,906.00	163,748.00	233,906.00
Assessor Application Fees	08-125	31,496.00	56,006.00	31,496.00
Sewer & Street Opening Permits	08-127	244,987.00	253,829.00	244,987.00
Swimming Pool Fees	08-129	126,901.00	121,722.00	126,901.00
Skating Rink Fees	08-130	70,445.00	76,427.00	70,445.00
Laundry Licenses	08-131	75,100.00	38,600.00	75,100.00
Vending Machine Licenses	08-132	25,084.00	43,368.00	25,084.00
Food Establishment Licenses	08-133	707,175.00	509,110.00	707,175.00
Hotel/Motel Licenses	08-156	80,700.00	71,520.00	80,700.00
Dine & Dance Permits	08-138	21,400.00	26,550.00	21,400.00
Police Reports ID Bureau Fees	08-135	123,081.00	129,014.00	123,081.00
Hack (Taxicabs & Omnibus) Licenses	08-140	135,530.00	174,090.00	135,530.00
Elevator Inspection Fees	08-139	531,953.00	737,120.00	531,953.00
Site Plan Review Fees	08-145	930,365.00	637,754.00	930,365.00
Bingo & Raffle Licenses	08-142	15,490.00	18,440.00	15,490.00

CURRENT FUND- ANTICIPATED REVENUES

GENERAL REVENUES	FCOA	Anticipated		Realized in Cash
		2016	2015	in 2015
3. Miscellaneous Revenues - Section A: Local Revenues (continued):	xxxxxxx	xxxxxxxxxxx	xxxxxxxxxxx	xxxxxxxxxxx
Mechanical Amusement Devices	08-660	17,150.00	16,000.00	17,150.00
Parking Lot Licenses	08-143	406,015.00	430,900.00	406,015.00
Used Motor Vehicle Dealer Licenses	08-661	77,400.00	86,000.00	77,400.00
Parking Lot Tax	08-136	7,343,588.00	7,228,187.00	7,343,588.00
Parking Enforcement-Lease Fees	08-190	373,868.00	386,221.00	373,868.00
Parking Enforcement - Meter Fees	08-191	1,407,312.00	1,671,668.00	1,407,312.00
Parking Enforcement - Misc. Fees	08-192	2,399,588.00	2,286,218.00	2,399,588.00
Municipal Court Fines	08-108	11,340,012.00	11,100,000.00	11,340,012.00
Passaic Valley Sewerage Commission Incentive	08-213	121,901.00	129,963.00	121,901.00
Interstate Waste	08-170	520,376.00	318,223.00	520,376.00
Secure Buildings	08-116	1,077.00	-	1,077.00
Dumpster Fee	08-624	53,425.00	50,655.00	53,425.00
Certified Copies Marriage Licenses	08-180	36,120.00	36,655.00	36,120.00
Zoning Permits & Ordinance Copies	08-181	197,737.00	102,636.00	197,737.00
Settlements	08-179	1,000,000.00	1,188,543.00	1,976,003.00
Death Certificates	08-182	75,561.00	80,745.00	75,561.00
Vacant Property Registration	08-184	270,115.00	224,342.00	270,115.00
Private Police Duty Admin Fees	08-186	-	274,214.00	-
Total Section A: Local Revenues	08-001	43,638,886.00	43,043,504.00	44,553,894.00

CURRENT FUND- ANTICIPATED REVENUES - (CONTINUED)

GENERAL REVENUES	FCOA	Anticipated		Realized in Cash
		2016	2015	in 2015
3. Miscellaneous Revenues - Section C: Dedicated Uniform Construction				
Code Fees Offset with Appropriations(N.J.S. 40A:4-36 & N.J.A.C 5:23-4.17)	XXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX
Uniform Construction Code Fees	08-160	7,109,537.00	7,609,895.00	7,109,537.00
Special Item of General Revenue Anticipated with Prior Written				
Consent of Director of Local Government Services:	XXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX
Additional Dedicated Uniform Construction Code Fees Offset with	XXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX
Appropriations (NJS 40A:4-45.3h and NJAC 5:23-4.17)	XXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX
Uniform Construction Code Fees				
Total Section C: Dedicated Uniform Construction Code Fees Offset with Appropriations		7,109,537.00	7,609,895.00	7,109,537.00

CURRENT FUND- ANTICIPATED REVENUES - (CONTINUED)

GENERAL REVENUES	FCOA	Anticipated		Realized in Cash
		2016	2015	in 2015
3. Miscellaneous Revenues - Section D:Special Items of General Revenue Anticipated				
With Prior Written Consent of the Director of Local Government Services -				
Shared Service Agreements Offset with Appropriations	XXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX
Total Section D: Shared Service Agreements Offset With Appropriations	11-001	-	-	-

CURRENT FUND- ANTICIPATED REVENUES - (CONTINUED)

GENERAL REVENUES	FCOA	Anticipated		Realized in Cash
		2016	2015	in 2015
3. Miscellaneous Revenues - Section F: Special Items of General Revenue				
Anticipated with Prior Written Consent of Director of Local Government				
Services - Public and Private Revenues Offset with Appropriations:	XXXXXXXX	XXXXXXXXXXXXX	XXXXXXXXXXXXX	XXXXXXXXXXXXX
Project Safe Neighborhoods			367,513.00	367,513.00
SmartSTEPS CY2014	08-944		8,025.00	8,025.00
Distracted Driving Grant	08-943		5,000.00	5,000.00
Innovation Team Grant	08-942		750,000.00	750,000.00
Baseball Tomorrow Fund (Berry Lane)	08-937		173,500.00	173,500.00
Tony Hawk Foundation	08-939		25,000.00	25,000.00
Sustainable Jersey	08-940		10,000.00	10,000.00
Post Sandy Planning Assistance Grant	08-941		260,000.00	260,000.00
NJ CWEP	08-925		18,194.00	18,194.00
Municipal Drug Alliance	08-665		213,903.00	213,903.00
NJDOH - Sexually Transmitted Disease Control	08-703		122,183.00	122,183.00
Senior Farmers Market Nutrition Program	08-753		1,750.00	1,750.00
Drunk Driver Enforcement Fund	08-669		13,386.00	13,386.00
UASI Local Share	08-268		1,896,796.00	1,896,796.00
Recycling Tonnage Grant	08-777	290,150.00	226,085.00	226,085.00
USAI Counterterrorism	08-267		27,289.00	27,289.00
Community Service Block Grant (CSBG)	08-897		879,658.00	879,658.00

CURRENT FUND- ANTICIPATED REVENUES - (CONTINUED)

GENERAL REVENUES	FCOA	Anticipated		Realized in Cash in 2015
		2016	2015	
3. Miscellaneous Revenues - Section F: Special Items of General Revenue				
Anticipated with Prior Written Consent of Director of Local Government				
Services - Public and Private Revenues Offset with Appropriations (Continued):				
Robert Wood Johnson	xxxxxxx	xxxxxxxxxxx	xxxxxxxxxxx	xxxxxxxxxxx
Justice Assistance Award (JAG)	08-949		200,000.00	200,000.00
Sub-Regional Transportation	08-877		173,301.00	173,301.00
Municipal Aid 2015 Street Resurfacing	08-717		90,530.00	90,530.00
Food Insecurity Nutrition	08-801		1,004,590.00	1,004,590.00
Child Health (Porsche)	08-950		7,850.00	7,850.00
CACFP	08-657		195,000.00	195,000.00
PEG Technology (Comcast)	08-836		418,549.00	418,549.00
Port Security Fire	08-951		200,000.00	200,000.00
Port Security Police	08-909		217,500.00	217,500.00
WIC	08-892		539,358.00	539,358.00
ROID	08-654		1,769,291.00	1,769,291.00
Comprehensive Traffic Safety	08-876		20,000.00	20,000.00
Assistance to Firefighters FEMA	08-910	26,700.00		1,163,728.00
Body Armor Replacement	08-686			68,444.00

CURRENT FUND- ANTICIPATED REVENUES - (CONTINUED)

GENERAL REVENUES	FCOA	Anticipated		Realized in Cash
		2016	2015	in 2015
3. Miscellaneous Revenues - Section F: Special Items of General Revenue				
Anticipated with Prior Written Consent of Director of Local Government				
Services - Public and Private Revenues Offset with Appropriations (Continued):	xxxxxxx	xxxxxxxxxxx	xxxxxxxxxxx	xxxxxxxxxxx
Local Safety -Summit Avenue Corridor, Phase III		450,000.00	-	-
Local Safety -Communipaw Avenue		817,400.00	-	-
Local Safety -Dr. MLK Blvd, Sec. 2		400,000.00	-	-
Local Safety -Montgomery Street		1,187,077.00	-	-
Recycling Bonus Grant		15,975.00	-	-
				-
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CURRENT FUND- ANTICIPATED REVENUES - (CONTINUED)

GENERAL REVENUES	FCOA	Anticipated		Realized in Cash
		2016	2015	in 2015
3. Miscellaneous Revenues - Section F: Special Items of General Revenue				
Anticipated with Prior Written Consent of Director of Local Government				
Services - Public and Private Revenues Offset with Appropriations (Continued):	xxxxxxx	xxxxxxxxxxx	xxxxxxxxxxx	xxxxxxxxxxx
Aquatics Program Grant	08-938		45,000.00	45,000.00
NJDOH- Woman, Infants & Children (WIC)	08-948		17,000.00	17,000.00
Summer Food Program	08-655		487,375.00	487,375.00
Senior Nutrition	08-898	1,234,029.00	1,210,080.00	1,210,080.00
Summer Nutrition CY2014	08-734		10,764.00	10,764.00
Clean Communities Program	08-873		399,518.00	399,518.00
Emergency Management Agency Assistance	08-945		15,000.00	15,000.00
Conducted Energy Device Assistance	08-946		8,746.00	8,746.00
NJACCHO Ebola Disease Monitoring	08-947		200,000.00	200,000.00
Share Our Strength	08-920	15,000.00	40,000.00	40,000.00
Summer Works Initiative	08-922		156,000.00	156,000.00
COPS Anti-Gang	08-953		750,000.00	750,000.00
JTPA - R	08-798		3,798,510.00	3,798,510.00
Cooperative Marketing	08-952		19,250.00	19,250.00
Total Section F: Special Items of General Revenue Anticipated with Prior Written				
Consent of Director of Local Government Services - Public and Private Revenues		4,416,331.00	18,223,666.00	18,223,666.00

CURRENT FUND- ANTICIPATED REVENUES - (CONTINUED)

GENERAL REVENUES	FCOA	Anticipated		Realized in Cash
		2016	2015	in 2015
3. Miscellaneous Revenues - Section G: Special Items of General Revenue Anticipated				
with Prior Written Consent of Director of Local Government Services - Other Special Items	xxxxxxx	xxxxxxxxxxx	xxxxxxxxxxx	xxxxxxxxxxx
70 Columbus LLC	08-492	402,655.00	200,000.00	49,730.00
Athena JC UR	08-224	2,315,000.00	2,320,000.00	2,418,871.00
Grove Point Condo Urban Renewal	08-225	603,000.00	605,000.00	604,688.00
Erie-Tenth Urban Renewal	08-226	399,000.00	400,000.00	415,665.00
Greene Street UR, LLC	08-227	228,000.00	229,000.00	242,625.00
Liberty Harbor North UR (Metro Homes) (Gullis Cove)	08-229	2,420,000.00	2,425,000.00	2,601,619.00
Liberty Harbor North Condo UR 4 LLC	08-231	947,500.00	950,000.00	969,336.00
Liberty Harbor North Brownstones	08-234	807,500.00	810,000.00	858,697.00
95 Van Dam St. UR LLC (The Foundry)	08-236	638,000.00	575,000.00	589,449.00
Lafayette Community LP	08-237	112,941.00	117,738.00	175,986.00
159 Second St UR, LLC (Waldo Lofts)	08-238	657,300.00	658,800.00	719,337.00
Centex Homes (475 Claremont Lofts)	08-240	473,000.00	475,000.00	578,976.00
Newport Shore Club South	08-242	2,140,000.00	2,145,000.00	2,138,304.00
Montgomery Greene UR, LLC	08-282	997,500.00	1,000,000.00	974,246.00
H.P. Roosevelt UR LLC	08-283	551,947.00	546,947.00	566,907.00
Hovnanian	08-285	587,000.00	588,500.00	623,366.00
LF Fam P3 (Barbara Place)	08-298	51,482.00	51,482.00	51,159.00

CURRENT FUND- ANTICIPATED REVENUES - (CONTINUED)

GENERAL REVENUES	FCOA	Anticipated		Realized In Cash In 2015
		2016	2015	
3. Miscellaneous Revenues - Section G: Special Items of General Revenue Anticipated				
With Prior Written Consent of Director of Local Government Services - Other Special Items				
Second Street Waterfront	xxxxxxx	xxxxxxxxxxx	xxxxxxxxxxx	xxxxxxxxxxx
Storms Avenue Elderly Apts. LP (YWCA Apts.)	08-289	1,221,000.00	1,522,300.00	1,567,786.00
Block 284 North U.R. LLC AKA ST. FRANCIS	08-291	63,689.00	63,689.00	64,169.00
Polar Logistics East	08-292	797,500.00	800,000.00	905,048.00
Lafayette Senior Living	08-297	21,000.00	40,000.00	82,007.00
254 Bergen Avenue	08-299	13,229.00	13,229.00	12,525.00
Keystone Greenville	08-300	18,690.00	18,590.00	18,590.00
Salem Lafayette Associates	08-301	160,000.00	186,000.00	440,642.00
Unico Apartments	08-302	561,000.00	393,363.00	639,318.00
Mt. Carmel Guild (Ocean Towers)	08-303	305,000.00	303,223.00	308,206.00
Vecor U.R. Assoc. (Harborspire I)	08-304	125,000.00	131,976.00	134,816.00
Villa Borinquen (Puerto Rican Luteran)	08-305	4,180,000.00	4,200,000.00	4,556,659.00
Van Wageningen I	08-306	380,000.00	388,580.00	382,959.00
Plaza Apartments	08-307	209,622.00	225,562.00	283,712.00
Path	08-308	76,000.00	76,809.00	76,288.00
Battery View St.	08-309	86,729.00	86,729.00	173,459.00
Jones Hall Assoc.	08-310	300,868.00	293,868.00	291,954.00
Summit Plaza Apartments	08-312	131,000.00	130,600.00	134,890.00
	08-313	125,000.00	130,600.00	120,652.00

CURRENT FUND- ANTICIPATED REVENUES - (CONTINUED)

GENERAL REVENUES	FCOA	Anticipated		Realized in Cash in 2015
		2016	2015	
3. Miscellaneous Revenues - Section G: Special Items of General				
Revenue Anticipated with Prior Written Consent of Director of Local				
Government Services - Other Special Items (continued):				
Jersey Heights Realty	XXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX
Port Authority of New York/New Jersey	08-314	62,500.00	63,000.00	68,949.00
Muehlenberg Gardens Seniors	08-316	736,305.00	736,305.00	736,305.00
Bergen Manor Associates	08-317	127,000.00	127,290.00	128,928.00
Kennedy Manor Associates	08-318	39,900.00	40,116.00	40,583.00
Montgomery Gateway I	08-319	29,000.00	27,798.00	29,308.00
Montgomery Gateway II	08-320	290,414.00	264,082.00	310,950.00
Fairview Associates	08-321	318,067.00	314,067.00	326,232.00
Kennedy Blvd. Associates	08-323	172,000.00	172,245.00	183,799.00
Brunswick Estates	08-327	226,000.00	230,000.00	232,291.00
2854 Kennedy Blvd. LLC	08-328	150,000.00	136,753.00	145,852.00
Chowanec UR LLC	08-330	128,485.00	168,664.00	203,118.00
GAA Journal Square (formerly PTHM Associates)	08-333	-	17,019.00	20,318.00
475 Claremont Lofts	08-336	-	1,143,000.00	1,143,000.00
NC Housing Associates #100	08-339	223,000.00	224,000.00	226,671.00
NC Housing Associates #200	08-340	997,600.00	937,500.00	1,034,672.00
	08-341	1,469,900.00	1,398,000.00	1,541,969.00

CURRENT FUND- ANTICIPATED REVENUES - (CONTINUED)

GENERAL REVENUES	FCOA	Anticipated		Realized in Cash
		2016	2015	in 2015
3. Miscellaneous Revenues - Section G: Special Items of General Revenue Anticipated				
with Prior Written Consent of Director of Local Government Services - Other Special Items	XXXXXXXX	XXXXXXXXXXXX	XXXXXXXXXXXX	XXXXXXXXXXXX
412-420 MLK Drive, LLC (The Auburn)	08-342	9,950.00	10,000.00	9,528.00
Port Liberte	08-343	2,550,000.00	2,600,000.00	2,582,633.00
Hotel at Newport UR LLC (Westin)	08-344	871,000.00	875,000.00	876,512.00
Volunteers of America	08-346	90,771.00	89,771.00	126,942.00
Lafayette Family Phase II (Pacific Court)	08-348	49,000.00	49,000.00	50,845.00
Portside Urban Renewal	08-349	2,354,000.00	2,354,000.00	2,472,047.00
Toy Factory Apartments LP	08-352	31,500.00	31,110.00	30,854.00
Ocean Bayview I Urban Renewal	08-360	20,680.00	19,680.00	19,057.00
Rialto Capital UR LLC	08-361	1,297,000.00	1,300,000.00	1,311,427.00
Sienna Urban Renewal	08-363	862,164.00	864,164.00	822,335.00
30 River Court East	08-365	1,954,040.00	1,958,040.00	2,563,233.00
20 River Court West	08-366	1,728,560.00	1,731,180.00	3,137,961.00
Newport Office Center III	08-367	2,042,783.00	1,902,915.00	1,903,619.00
Newport Office Center IV	08-368	2,969,000.00	2,417,044.00	2,342,231.00
90 Hudson Urban Renewal	08-369	3,050,000.00	2,049,097.00	2,970,430.00
70 Hudson St.	08-370	2,533,169.00	1,287,717.00	1,903,619.00
Portofino Towers/Portofino Waterfront UR	08-371	2,475,000.00	2,500,000.00	2,726,406.00

CURRENT FUND- ANTICIPATED REVENUES - (CONTINUED)

GENERAL REVENUES	FCOA	Anticipated		Realized in Cash in 2015
		2016	2015	
3. Miscellaneous Revenues - Section G: Special Items of General Revenue Anticipated				
with Prior Written Consent of Director of Local Government Services - Other Special Items				
Candlewood Urban Renewal	XXXXXXX 08-372	XXXXXXXXXXXX 232,224.00	XXXXXXXXXXXX 554,114.00	XXXXXXXXXXXX 630,253.00
Marbella Tower Urban Renewal Associates	08-373	1,750,000.00	1,768,926.00	2,016,559.00
Sugar House	08-375	942,000.00	845,000.00	847,693.00
74 Grand Street	08-378	1,395,000.00	1,190,793.00	1,323,360.00
Newport Hotel One Urban Renewal	08-380		495,666.00	475,100.00
TCR Pler Urban Renewal	08-383	825,000.00	750,000.00	827,234.00
Arlington Arms Apts.	08-385	38,752.00	36,752.00	38,060.00
Padua Court	08-386	24,000.00	25,714.00	25,409.00
James Monroe	08-397	3,500,000.00	3,600,000.00	3,575,931.00
Grandview Terrace	08-390	220,000.00	221,000.00	229,588.00
Equality Housing	08-391	143,798.00	143,798.00	147,386.00
Audobon Park Associates	08-392	147,250.00	146,250.00	149,915.00
Lafayette Family URA LLC (Woodward Terrace)	08-393	44,076.00	44,076.00	55,070.00
Van Wagenen II	08-394	132,405.00	134,405.00	137,319.00
Mid City Apt. UFR II	08-402	8,180.00	8,231.00	8,555.00
AHM Housing Assoc.	08-337	31,949.00	31,949.00	43,337.00
Resurrection House	08-404	14,559.00	15,059.00	15,983.00

CURRENT FUND- ANTICIPATED REVENUES - (CONTINUED)

GENERAL REVENUES	FCOA	Anticipated		Realized in Cash
		2016	2015	in 2015
3. Miscellaneous Revenues - Section G: Special Items of General Revenue Anticipated				
with Prior Written Consent of Director of Local Government Services - Other Special Items	XXXXXXXX	XXXXXXXXXXXX	XXXXXXXXXXXX	XXXXXXXXXXXX
Euell Development	08-405	3,396.00	3,596.00	3,702.00
Arlington Gardens	08-406	61,335.00	63,335.00	77,588.00
Villa Borinquen II	08-407	22,149.00	21,649.00	28,112.00
Lutheran Residence Corp	08-408	8,002.00	8,597.00	8,300.00
Town Cove North Urban Renewal	08-411	1,860,000.00	1,870,000.00	1,917,445.00
Mid-City Apartments UR I	08-412	12,007.00	12,107.00	12,343.00
Monaco South	08-287	785,000.00	695,000.00	817,379.00
Monaco North	08-288	698,815.00	674,000.00	774,253.00
Liberty Towers UR (Formerly Essex Waterfront)	08-437	3,259,217.00	3,255,670.00	3,745,866.00
Pilot Application Fees	08-438	2,409,498.00	2,332,262.00	2,409,498.00
Cali Harbor Plaza IV	08-440	835,244.00	839,244.00	840,144.00
Cali Harbor Plaza V	08-441	4,069,500.00	3,235,175.00	3,235,613.00
Cali Harbor South Pier	08-442	1,611,486.00	651,356.00	1,364,621.00
99 Rutgers Avenue	08-443	11,619.00	11,669.00	12,945.00
Bramhall Urban Renewal	08-445	90,555.00	90,854.00	78,008.00
Plaza #10 Urban Renewal	08-447	1,790,000.00	1,671,579.00	1,640,951.00
Raine Court Urban Renewal	08-448	139,000.00	140,000.00	160,108.00

CURRENT FUND- ANTICIPATED REVENUES - (CONTINUED)

GENERAL REVENUES	FCOA	Anticipated		Realized in Cash in 2015
		2016	2015	
3. Miscellaneous Revenues - Section G: Special Items of General Revenue Anticipated				
with Prior Written Consent of Director of Local Government Services - Other Special Items				
Atrium Hamilton Park	XXXXXX	XXXXXXXXXX 185,000.00	XXXXXXXXXX 153,439.00	XXXXXXXXXX 153,382.00
HP Lincoln Urban Renewal	08-450	567,376.00	568,575.00	768,011.00
Fulton's Landing (PulteHomes UR, LLC)	08-452	698,000.00	700,000.00	734,796.00
Majestic Theatre	08-453	260,000.00	240,000.00	250,161.00
769 Montgomery Street UR, LLC	08-457	119,000.00	120,000.00	139,479.00
AH Moore Phz II	08-351	26,066.00	26,066.00	32,524.00
Forrest St Citizens	08-335	44,254.00	44,494.00	44,095.00
Grand Liberty Harbor	08-476	857,000.00	650,000.00	895,594.00
RAV Group LLC	08-356	14,200.00	11,117.00	13,667.00
Provost Square UR	08-345	510,641.00	200,000.00	63,045.00
Fairmount Hotel	08-486	24,353.00	25,492.00	34,592.00
Summit UR	08-415	-	19,929.00	38,661.00
New Community Hudson Seniors- 33 O	08-416	26,266.00	26,930.00	28,347.00
Town Cove South UR (Pinnacle Towers)	08-417	2,150,000.00	2,000,000.00	2,015,954.00
Hudson Palisades UR	08-418	44,000.00	44,500.00	45,004.00
Newport Office Center V	08-279	2,135,638.00	2,140,637.00	2,142,108.00
Newport Office Center VI	08-420	762,862.00	768,400.00	767,418.00
	08-421			

CURRENT FUND- ANTICIPATED REVENUES - (CONTINUED)

GENERAL REVENUES	FCOA	Anticipated		Realized in Cash
		2016	2015	in 2015
3. Miscellaneous Revenues - Section G: Special Items of General Revenue Anticipated				
with Prior Written Consent of Director of Local Government Services - Other Special Items	XXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX
Newport Office Center VII	08-422	2,776,854.00	2,781,250.00	2,781,647.00
Liberty Waterfront	08-423	1,369,000.00	1,372,000.00	1,405,953.00
30 Hudson Street	08-425	4,422,804.00	4,432,451.00	4,436,021.00
Project HOME Urban Renewal	08-427	10,268.00	5,932.00	20,059.00
Mercury UR	08-410	280,908.00	284,908.00	300,493.00
Hudson Point Apartments	08-429	760,365.00	764,265.00	804,969.00
North Pier Apartments	08-430	1,443,928.00	1,453,928.00	1,494,314.00
T.C.R. JC I Urban Renewal	08-431	920,000.00	931,000.00	1,084,620.00
25 River Drive Urban Renewal	08-432	1,810,553.00	1,815,553.00	1,990,145.00
BR Orpheum	08-451	384,593.00	385,193.00	410,759.00
Port Liberte II	08-435	3,895,000.00	3,900,000.00	3,902,125.00
GenesisJC (Webb)	08-471	12,331.00	14,223.00	13,762.00
J.H. & R.C. Senior Homes	08-413	8,467.00	9,232.00	10,839.00
BR Paramount	08-455	448,000.00	500,000.00	549,585.00
BR Tower	08-465	214,450.00	30,000.00	61,844.00
St Pauls LLC	08-478	105,849.00	91,316.00	105,850.00
Kennedy Lofts	08-485	80,362.00	80,862.00	91,090.00

CURRENT FUND-ANTICIPATED REVENUES - (CONTINUED)

GENERAL REVENUES	FCOA	Anticipated		Realized in Cash in 2015
		2016	2015	
3. Miscellaneous Revenues - Section G: Special Items of General Revenue Anticipated				
with Prior Written Consent of Director of Local Government Services - Other Special Items				
Pacific Landing	xxxxxxx	xxxxxxxxxxxx	xxxxxxxxxxxx	xxxxxxxxxxxx
Chosen Estates	08-487	2,450.00	6,600.00	3,300.00
Pointe Developers	08-488	23,300.00	16,708.00	29,494.00
Glennview Townhomes II	08-489	12,546.00	12,389.00	12,087.00
109 Christopher Columbus	08-496	65,000.00	73,641.00	73,641.00
Deetraga Amity LLC	08-497	83,000.00	84,000.00	65,442.00
Nams Developers	08-498	73,333.00	80,000.00	71,063.00
Bergen Court	08-499	13,178.00	40,000.00	26,359.00
St. Bridgets	08-502	1,883.00	2,118.00	9,430.00
148 First St. UR	08-504	22,798.00	22,798.00	22,818.00
Grand LHN I	08-505	151,276.00	155,479.00	175,684.00
Goya 75th	08-507	700,000.00	200,000.00	795,727.00
Capital Development	08-508	481,400.00	483,645.00	481,561.00
Greenville Steering Committee UR	08-509	29,961.00	16,583.00	36,853.00
Marbella Tower II	08-505	9,900.00	10,364.00	12,124.00
Garqant Corp	08-494	234,950.00	200,000.00	-
Athena 110 UR	08-519	69,416.00	48,890.00	70,724.00
	08-428	691,900.00	100,000.00	157,965.00

CURRENT FUND- ANTICIPATED REVENUES - (CONTINUED)

GENERAL REVENUES	FCOA	Anticipated		Realized in Cash
		2016	2015	in 2015
3. Miscellaneous Revenues - Section G: Special Items of General Revenue Anticipated				
with Prior Written Consent of Director of Local Government Services - Other Special Items	xxxxxxx	xxxxxxxxxxx	xxxxxxxxxxx	xxxxxxxxxxx
AH Moore PH 1 (G. Robinson)	08-290	29,093.00	29,093.00	39,204.00
Let's Celebrate	08-458	49,131.00	48,236.00	93,393.00
140 Bay Street	08-459	389,000.00	390,000.00	406,983.00
700 Grove Street	08-460	1,910,000.00	1,915,000.00	1,937,174.00
Liberty Point	08-461	324,000.00	325,000.00	235,491.00
Bostwick Court UR Assoc. LLP	08-462	78,985.00	75,754.00	81,077.00
Henderson Lofts	08-463	695,000.00	700,000.00	708,567.00
K. Hovnanian at 77 Hudson St. UR, Co. LLC	08-467	4,650,000.00	4,700,000.00	4,970,351.00
EQR at 77 Hudson Street	08-466	2,822,455.00	2,826,015.00	2,897,303.00
Shore Club North	08-470	2,145,000.00	2,150,000.00	2,243,413.00
ACC Tower 1A (American Can)	08-472	288,000.00	538,500.00	538,500.00
Port Authority Global Terminal	08-481	1,360,030.00	1,360,030.00	1,360,030.00
Aqua UR Co. LLC	08-477	1,320,000.00	1,326,104.00	1,351,397.00
Greenville Steering Committee	08-605		10,364.00	12,124.00
Fred W. Martin Apt	08-482	40,060.00	38,957.00	39,489.00
Hajjar Medical Office Building	08-483	147,498.00	145,655.00	155,999.00
JC Medical Center Building	08-484	-	47,166.00	77,824.00

CURRENT FUND- ANTICIPATED REVENUES - (CONTINUED)

GENERAL REVENUES	FCOA	Anticipated		Realized in Cash
		2016	2015	in 2015
3. Miscellaneous Revenues - Section G: Special Items of General Revenue Anticipated				
with Prior Written Consent of Director of Local Government Services - Other Special Items	XXXXXXXX	XXXXXXXXXXXX	XXXXXXXXXXXX	XXXXXXXXXXXX
272 Grove St.	08-295	10,000.00	-	-
160 First St. UR	08-506	165,215.00	-	-
S.E. Management LLC	08-513	33,319.00	-	-
Ocean Green Senior	08-514	11,700.00	-	-
319 Grant Ave.	08-515	115,316.00	-	-
Cheesecake Lofts		50,000.00	-	-
S.E. Management LLC (336 Westside)		11,270.00	-	-
Lexmi Ma First		2,735.00	-	-
Jwala Ma		3,285.00	-	-
Jagdamba Ma Sixth LLC		2,367.00	-	-
445 Whiton		23,089.00	-	-
360 Ninth St.		100,000.00	-	-
Harborside Unit A		200,000.00	-	-
319 Grant (Add. Billing)		115,316.00	-	-
294 Newark LLC		61,013.00	-	-
Warren at York		328,237.00	-	-
TOTAL P.I.L.O.T. Revenue		127,585,649.00	121,299,729.00	131,452,397.00

CURRENT FUND- ANTICIPATED REVENUES - (CONTINUED)

GENERAL REVENUES	FCOA	Anticipated		Realized in Cash
		2016	2015	in 2015
3. Miscellaneous Revenues - Section G: Special Items of General Revenue Anticipated				
with Prior Written Consent of Director of Local Government Services - Other Special Items	xxxxxxx	xxxxxxxxxxx	xxxxxxxxxxx	xxxxxxxxxxx
Sale of Municipal Property-Land Sales	08-121	8,700,000.00	7,100,000.00	7,115,000.00
Unified Water Reimbursement Water Operations	08-117	615,600.00	650,000.00	615,601.00
MUA Franchise Concession Payment	08-113	20,000,000.00	19,000,000.00	19,000,000.00
MUA Water Debt Service Payment	08-114	3,895,054.00	3,493,570.00	3,493,569.00
Uniform Fire Safety Act	08-134	250,000.00	250,000.00	250,000.00
BABs Federal Credit	08-981	1,899,356.00	2,187,547.00	2,051,530.00
RZEDB Federal Credit	08-982	196,715.00	289,534.00	247,655.00
Due from FEMA (Hurricane Sandy)	08-188	897,796.00	1,193,000.00	1,193,000.00
Stop the Drop	08-200	140,000.00	220,000.00	220,000.00
Abatement Transfer Fee	08-610	109,401.00	-	-
Reserve Summer Youth Program	08-193	950,000.00	850,000.00	850,000.00
Reserve Youth Court Program	08-194	150,000.00	75,000.00	-
City Government Summer Seasonal Program	08-196	100,000.00	70,000.00	70,000.00
MLK Community Center	08-197	348,226.00	348,226.00	348,226.00
Reserve Parking Authority	08-198	577,445.00	-	-
Reserve Incinerator Authority		2,900,000.00		
Total Section G: Special Items of General Revenue Anticipated with Prior Written		169,315,242.00	157,026,606.00	166,906,978.00

CURRENT FUND- ANTICIPATED REVENUES - (CONTINUED)

GENERAL REVENUES	FCOA	Anticipated		Realized in Cash
		2016	2015	in 2015
Summary of Revenues				
	XXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX
1. Surplus Anticipated (Sheet 4, #1)	08-101	19,758,450.00	25,714,000.00	25,714,000.00
2. Surplus Anticipated with Prior Written Consent of Director of Local Government Services(sheet 4, #2)	08-102	11,250.00	8,750.00	8,750.00
3. Miscellaneous Revenues	XXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX
Total Section A: Local Revenues	08-001	43,638,886.00	43,043,504.00	44,553,894.00
Total Section B: State Aid Without Offsetting Appropriations	09-001	69,519,490.00	68,430,369.00	68,430,369.00
Total Section C: Dedicated Uniform Construction Code Fees Offset with Appropriations	08-002	7,109,537.00	7,609,895.00	7,109,537.00
Special items of General Revenue Anticipated with Prior Written Consent of				
Total Section D: Director of Local Government Services - Shared Service Agreements	11-001	-	-	-
Special items of General Revenue Anticipated with Prior Written Consent of				
Total Section E: Director of Local Government Services-Additional Revenues	08-003	-	-	-
Special items of General Revenue Anticipated with Prior Written Consent of				
Total Section F: Director of Local Government Services-Public and Private Revenues	10-001	4,416,331.00	18,223,666.00	18,223,666.00
Special items of General Revenue Anticipated with Prior Written Consent of				
Total Section G: Director of Local Government Services-Other Special Items	08-004	169,315,242.00	157,026,606.00	166,906,978.00
Total Miscellaneous Revenues	13-099	293,999,486.00	294,334,040.00	305,224,444.00
4. Receipts from Delinquent Taxes	15-499	1,160,785.00	2,100,000.00	1,464,731.00
5. Subtotal General Revenues (Items 1,2,3 and 4)	13-199	314,929,971.00	322,156,790.00	332,411,925.00
6. Amount to be Raised by Taxes for Support of Municipal Budget:	XXXXXX			
a) Local Tax for Municipal Purposes Including Reserve for Uncollected Taxes	07-190	223,276,029.00	219,785,389.00	221,071,240.00
b) Addition to Local District School Tax	07-191	7,702,473.00	5,429,458.00	5,429,458.00
c) Minimum Library Tax	07-192	7,220,380.00	6,574,673.00	6,574,673.00
Total Amount to be Raised by Taxes for Support of Municipal Budget	07-199	238,198,882.00	231,789,520.00	233,075,371.00
7. Total General Revenues	13-299	553,128,853.00	553,946,310.00	565,487,296.00

CURRENT FUND - APPROPRIATIONS

8. GENERAL APPROPRIATIONS (A) Operations - within "CAPS"	FCOA	Appropriated				Expended 2015	
		for 2016	for 2015	for 2015 by Emergency Appropriation	Total for 2015 As Modified By All Transfers	Paid or Charged	Reserved
OFFICE OF THE MAYOR							
MAYOR'S OFFICE	20-110						
Salaries & Wages		1,351,425.00	1,335,000.00		1,335,000.00	1,228,586.00	106,414.00
Other Expenses		46,200.00	34,200.00		34,200.00	15,735.00	17,465.00
RESIDENT RESPONSE CENTER	20-111						
Salaries & Wages		866,433.00	1,258,690.00		1,269,096.00	1,232,122.00	36,974.00
Other Expenses		83,835.00	214,250.00		238,844.00	228,877.00	9,967.00
CULTURAL AFFAIRS	20-112						
Salaries & Wages		499,401.00	-				
Other Expenses		145,700.00	-				
OFFICE OF THE MAYOR		2,992,994.00	2,842,140.00	-	2,877,140.00	2,706,320.00	170,820.00

CURRENT FUND - APPROPRIATIONS

8. GENERAL APPROPRIATIONS (A) Operations - within "CAPS" (Continued)	FCOA	Appropriated			Expended 2015		
		for 2016	for 2015	for 2015 by Emergency Appropriation	Total for 2015 As Modified By All Transfers	Paid or Charged	Reserved
DEPARTMENT OF HUMAN RESOURCES							
DIRECTOR'S OFFICE	20-115						
Salaries & Wages		258,430.00	259,683.00		259,683.00	245,167.00	14,516.00
Other Expenses		152,950.00	154,600.00		154,600.00	138,441.00	16,159.00
WORKFORCE MANAGEMENT	20-116						
Salaries & Wages		595,675.00	483,881.00		483,881.00	422,870.00	61,011.00
Other Expenses		17,250.00	26,753.00		26,753.00	7,724.00	19,029.00
HEALTH BENEFITS	20-117						
Salaries & Wages		167,900.00	137,380.00		141,380.00	138,919.00	2,461.00
Other Expenses		2,500.00	2,450.00		2,450.00	1,458.00	994.00
PENSION	20-118						
Salaries & Wages		245,716.00	242,078.00		246,578.00	241,223.00	5355
Other Expenses		4,500.00	3,500.00		3,500.00	3,482.00	18
PAYROLL	20-119						
Salaries & Wages		489,236.00	444,327.00		457,327.00	445,819.00	11,506.00
Other Expenses		9,950.00	8,750.00		8,750.00	4,229.00	4,521.00
TOTAL: DEPARTMENT OF HUMAN RESOURCES		1,944,107.00	1,763,402.00	-	1,784,902.00	1,649,330.00	135,572.00

CURRENT FUND - APPROPRIATIONS

8. GENERAL APPROPRIATIONS (A) Operations - within "CAPS" (Continued)	FCOA	Appropriated			Expended 2015		
		for 2016	for 2015	for 2015 by Emergency Appropriation	Total for 2015 As Modified By All Transfers	Paid or Charged	Reserved
DEPARTMENT OF ADMINISTRATION							
ADMINISTRATOR'S OFFICE	20-100						
Salaries & Wages		1,326,635.00	1,827,675.00		1,552,675.00	1,421,642.00	131,033.00
Other Expenses		53,750.00	75,500.00		75,500.00	38,462.00	37,038.00
MANAGEMENT & BUDGET	20-101						
Salaries & Wages		463,543.00	465,000.00		471,000.00	460,811.00	10,189.00
Other Expenses		208,060.00	223,450.00		223,450.00	137,325.00	86,125.00
PURCHASING & CENTRAL SERVICES	20-102						
Salaries & Wages		629,966.00	638,740.00		640,740.00	624,482.00	16,258.00
Other Expenses		74,800.00	102,700.00		102,700.00	70,371.00	32,329.00
REAL ESTATE	20-103						
Salaries & Wages		179,104.00	178,603.00		181,603.00	176,022.00	3,581.00
Other Expenses		11,300.00	12,600.00		12,600.00	6,569.00	6,041.00
COMMUNICATIONS	20-106						
Salaries & Wages		451,707.00	462,462.00		472,462.00	463,540.00	8,922.00
Other Expenses		11,600.00	15,430.00		15,430.00	12,017.00	3,413.00

CURRENT FUND - APPROPRIATIONS

8. GENERAL APPROPRIATIONS	FCOA	Appropriated				Expended 2015	
		for 2016	for 2015	for 2015 by Emergency Appropriation	Total for 2015 As Modified By All Transfers	Paid or Charged	Reserved
(A) Operations - within "CAPS" (Continued)							
DEPARTMENT OF ADMINISTRATION (CONTINUED)							
UTILITY MANAGEMENT	20-107						
Salaries & Wages		324,944.00	410,748.00		410,748.00	351,174.00	59,574.00
Other Expenses							
RISK MANAGEMENT	20-109						
Salaries & Wages		133,091.00	133,400.00		137,400.00	153,702.00	3,698.00
Other Expenses		1,500.00	3,025.00		3,025.00	534.00	2,491.00
INFORMATION TECHNOLOGY	20-140						
Salaries & Wages		948,848.00	965,000.00		965,000.00	868,676.00	96,324.00
Other Expenses		1,078,038.00	1,170,000.00		1,170,000.00	872,100.00	297,900.00
MUNICIPAL COURT	43-490						
Salaries & Wages		4,019,427.00	3,940,140.00		3,940,140.00	3,728,637.00	211,503.00
Other Expenses		267,700.00	186,250.00		166,250.00	141,659.00	24,591.00
PUBLIC DEFENDER	43-495						
Salaries & Wages		98,910.00	102,200.00		102,200.00	96,826.00	5,374.00
Other Expenses		264,400.00	265,100.00		265,100.00	241,996.00	23,104.00

CURRENT FUND - APPROPRIATIONS

8. GENERAL APPROPRIATIONS (A) Operations - within "CAPS" (Continued)	FCOA	Appropriated				Expended 2015	
		for 2016	for 2015	for 2015 by Emergency Appropriation	Total for 2015 As Modified By All Transfers	Paid or Charged	Reserved
DEPARTMENT OF ADMINISTRATION (CONTINUED)							
COLLECTIONS	20-145						
Salaries & Wages		802,301.00	803,500.00		809,500.00	792,550.00	16,950.00
Other Expenses		145,000.00	190,000.00		190,000.00	115,710.00	74,290.00
ARCHITECTURE & ENGINEERING	20-165						
Salaries & Wages		334,400.00	2,280,659.00		2,167,559.00	1,999,267.00	168,292.00
Other Expenses		2,520.00	1,856,500.00		1,856,500.00	1,148,877.00	707,623.00
ARCHITECTURE	20-104						
Salaries & Wages		635,964.00	-		-	-	-
Other Expenses		35,750.00	-		-	-	-
ENGINEERING	20-105						
Salaries & Wages		1,770,758.00	-		-	-	-
Other Expenses		1,880,629.00	-		-	-	-
ACCOUNTS & CONTROL	20-134						
Salaries & Wages		555,339.00	587,159.00		585,159.00	466,071.00	119,088.00
Other Expenses		11,230.00	5,200.00		5,200.00	4,294.00	906.00
TREASURY & DEBT MANAGEMENT	20-131						
Salaries & Wages		251,418.00	250,470.00		253,470.00	248,152.00	5,318.00
Other Expenses		5,205.00	5,597.00		5,597.00	5,561.00	36.00
TOTAL: DEPARTMENT OF ADMINISTRATION		16,997,837.00	17,157,108.00	-	16,801,008.00	14,649,017.00	2,151,991.00

CURRENT FUND - APPROPRIATIONS

8. GENERAL APPROPRIATIONS (A) Operations - within "CAPS" (Continued)	FCOA	Appropriated			Expended 2015		
		for 2016	for 2015	for 2015 by Emergency Appropriation	Total for 2015 As Modified By All Transfers	Paid or Charged	Reserved
DEPARTMENT OF PUBLIC WORKS							
DIRECTOR'S OFFICE	26-290						
Salaries & Wages		1,723,384.00	852,736.00		894,736.00	877,110.00	17,626.00
Other Expenses		15,398,050.00	176,200.00		176,200.00	171,080.00	5,120.00
PARK MAINTENANCE	28-375						
Salaries & Wages		2,512,989.00	2,549,844.00		2,549,844.00	2,358,635.00	191,209.00
Other Expenses		679,100.00	714,100.00		714,100.00	545,168.00	168,932.00
BUILDING & STREET MAINTENANCE	26-291						
Salaries & Wages		2,377,592.00	2,328,708.00		2,328,708.00	2,161,608.00	167,100.00
Other Expenses		2,196,200.00	1,886,500.00		1,886,500.00	1,812,963.00	73,537.00
AUTOMOTIVE SERVICES	26-315						
Salaries & Wages		1,897,542.00	1,141,170.00		1,141,170.00	1,077,346.00	63,824.00
Other Expenses		3,748,500.00	3,072,544.00		3,072,544.00	3,051,021.00	21,523.00
SANITATION	26-292						
Salaries & Wages		2,604,650.00	-		-	-	-
Other Expenses		205,000.00	-		-	-	-
NEIGHBORHOOD IMPROVEMENT	26-293						
Salaries & Wages		924,535.00	-		-	-	-
Other Expenses		37,000.00	-		-	-	-
TOTAL: DEPARTMENT OF PUBLIC WORKS		34,104,542.00	12,721,802.00	-	12,763,802.00	12,054,931.00	708,871.00

CURRENT FUND - APPROPRIATIONS

8. GENERAL APPROPRIATIONS (A) Operations - within "CAPS" (Continued)	FCOA	Appropriated			Expended 2015		
		for 2016	for 2015	for 2015 by Emergency Appropriation	Total for 2015 As Modified By All Transfers	Paid or Charged	Reserved
DEPARTMENT OF RECREATION							
DIRECTOR'S OFFICE	28-370						
Salaries & Wages		3,537,619.00	3,596,957.00		3,634,957.00	3,528,492.00	106,465.00
Other Expenses		495,700.00	582,700.00		582,700.00	525,410.00	57,290.00
TOTAL: DEPARTMENT OF RECREATION		4,033,319.00	4,179,657.00		4,217,657.00	4,053,902.00	163,755.00
DEPARTMENT OF HEALTH & HUMAN SERVICES							
DIRECTOR'S OFFICE	27-330						
Salaries & Wages		726,992.00	974,647.00		804,647.00	649,107.00	155,540.00
Other Expenses		144,250.00	201,316.00		201,316.00	154,260.00	47,056.00
HEALTH	27-331						
Salaries & Wages		2,280,544.00	2,217,700.00		2,387,700.00	2,347,590.00	40,110.00
Other Expenses		653,745.00	698,631.00		698,631.00	673,072.00	25,559.00
CLINICAL SERVICES	27-333						
Salaries & Wages		288,097.00	251,282.00		316,282.00	310,730.00	5,552.00
Other Expenses		63,120.00	65,970.00		65,970.00	56,269.00	9,701.00
AIDS EDUCATION PROGRAM	27-334						
Other Expenses		3,800.00	4,000.00		4,000.00	2,642.00	1,358.00

CURRENT FUND - APPROPRIATIONS

8. GENERAL APPROPRIATIONS (A) Operations - within "CAPS" (Continued)	FCOA	Appropriated				Expended 2015	
		for 2016	for 2015	for 2015 by Emergency Appropriation	Total for 2015 As Modified By All Transfers	Paid or Charged	Reserved
DEPARTMENT OF HEALTH & HUMAN SERVICES (CONTINUED)							
SENIOR CITIZEN AFFAIRS	27-335						
Salaries & Wages		402,171.00	211,239.00		251,239.00	251,089.00	150.00
Other Expenses		65,900.00	74,664.00		74,664.00	50,932.00	23,732.00
TOTAL: DEPARTMENT OF HEALTH & HUMAN SERVICES		4,608,619.00	4,699,449.00		4,804,449.00	4,495,691.00	308,758.00
DEPARTMENT OF PUBLIC SAFETY							
FIRE OE O.S.H.A. (PL 1983,c 516)	25-267	350,000.00	350,000.00		350,000.00	350,000.00	
UNIFORM FIRE SAFETY ACT (PL83,c.383)	25-266						
Salaries & Wages		250,000.00	250,000.00		250,000.00	250,000.00	
COMMUNICATIONS & TECHNOLOGY							
Salaries & Wages	25-271	4,927,588.00	5,204,782.00		5,204,782.00	4,814,195.00	390,587.00
Other Expenses		2,825,561.00	3,000,000.00		3,000,000.00	2,701,519.00	298,481.00
PARKING ENFORCEMENT							
Salaries & Wages	25-272	3,119,266.00	2,882,356.00		2,882,356.00	2,504,987.00	377,369.00
Other Expenses		267,300.00	155,000.00		155,000.00	98,568.00	56,432.00
DIRECTOR'S OFFICE							
Salaries & Wages	25-270	1,155,651.00	1,152,000.00		1,152,000.00	1,085,450.00	66,550.00
Other Expenses		12,100.00	21,500.00		21,500.00	12,255.00	9,245.00

CURRENT FUND - APPROPRIATIONS

8. GENERAL APPROPRIATIONS (A) Operations - within "CAPS" (Continued)	FCOA	Appropriated				Expended 2015	
		for 2016	for 2015	for 2015 by Emergency Appropriation	Total for 2015 As Modified By All Transfers	Paid or Charged	Reserved
DEPARTMENT OF PUBLIC SAFETY (CONTINUED)							
FIRE	25-265						
Salaries & Wages		65,899,920.00	65,930,675.00		65,930,675.00	62,937,715.00	2,992,960.00
Other Expenses		1,136,419.00	1,222,720.00		1,146,348.00	903,741.00	242,607.00
POLICE	25-240						
Salaries & Wages		103,260,610.00	99,127,000.00		99,227,000.00	97,056,831.00	2,170,169.00
Other Expenses		1,355,044.00	1,598,100.00		1,598,100.00	968,571.00	629,529.00
TOTAL: DEPARTMENT OF PUBLIC SAFETY		184,559,459.00	180,894,133.00		180,917,761.00	173,683,832.00	7,233,929.00
DEPARTMENT OF HOUSING, ECON. DEV. & COMMERCE							
DIRECTOR'S OFFICE	20-170						
Salaries & Wages		432,618.00	430,741.00		442,741.00	432,675.00	10,066.00
Other Expenses		9,260.00	14,100.00		14,100.00	9,230.00	4,870.00
CONSTRUCTION CODE OFFICIAL	22-195						
Salaries & Wages		2,329,966.00	2,140,536.00		2,161,536.00	2,113,463.00	48,073.00
Other Expenses		82,704.00	90,539.00		90,539.00	63,790.00	26,749.00
TENANT/LANDLORD RELATIONS	22-196						
Salaries & Wages		247,957.00	246,462.00		250,962.00	245,397.00	5,565.00
Other Expenses		2,600.00	14,300.00		14,300.00	1,932.00	12,368.00

CURRENT FUND - APPROPRIATIONS

8. GENERAL APPROPRIATIONS (A) Operations - within "CAPS" (Continued)	FCOA	Appropriated				Expended 2015	
		for 2016	for 2015	for 2015 by Emergency Appropriation	Total for 2015 As Modified By All Transfers	Paid or Charged	Reserved
DEPARTMENT OF HOUSING, ECON. DEV. & COMMERCE (CONTINUED)							
COMMUNITY DEVELOPMENT	27-360						
Other Expenses		1,500.00	3,000.00		3,000.00	1,274.00	1,726.00
COMMERCE	22-197						
Salaries & Wages		568,688.00	566,564.00		577,564.00	565,493.00	12,071.00
Other Expenses		19,068.00	20,584.00		20,584.00	15,036.00	5,548.00
ECONOMIC DEVELOPMENT	22-171						
Salaries & Wages		153,631.00	215,979.00		215,979.00	180,734.00	35,245.00
Other Expenses		16,200.00	3,000.00		3,000.00	406.00	2,594.00
CITY PLANNING	21-180						
Salaries & Wages		869,636.00	877,987.00		877,987.00	840,501.00	37,486.00
Other Expenses		8,300.00	33,700.00		33,700.00	31,714.00	1,986.00
HOUSING CODE ENFORCEMENT	22-198						
Salaries & Wages		715,687.00	840,987.00		765,987.00	710,361.00	55,626.00
Other Expenses		43,800.00	42,275.00		42,275.00	39,422.00	2,853.00

CURRENT FUND - APPROPRIATIONS

8. GENERAL APPROPRIATIONS (A) Operations - within "CAPS" (Continued)	FCOA	Appropriated				Expended 2015	
		for 2016	for 2015	for 2015 by Emergency Appropriation	Total for 2015 As Modified By All Transfers	Paid or Charged	Reserved
DEPARTMENT OF HOUSING, ECON. DEV. & COMMERCE (CONTINUED)							
PLANNING BOARD	21-181						
Other Expenses		102,500.00	102,500.00		102,500.00	88,682.00	13,818.00
BOARD OF ADJUSTMENT	21-185						
Other Expenses		68,500.00	69,000.00		69,000.00	67,162.00	1,838.00
HISTORIC DISTRICT COMMISSION	21-175						
Other Expenses		300.00	300.00		300.00	295.00	5.00
ZONING OFFICER	21-186						
Salaries & Wages		264,447.00	260,977.00		268,977.00	262,827.00	6,150.00
Other Expenses		9,800.00	13,875.00		13,875.00	6,151.00	7,724.00
TOTAL HOUSING, ECON. DEV. & COMMERCE		5,947,134.00	5,987,406.00	-	5,968,906.00	5,676,545.00	292,361.00

CURRENT FUND - APPROPRIATIONS

8. GENERAL APPROPRIATIONS (A) Operations - within "CAPS" (Continued)	FCOA	Appropriated				Expended 2015	
		for 2016	for 2015	for 2015 by Emergency Appropriation	Total for 2015 As Modified By All Transfers	Paid or Charged	Reserved
UNCLASSIFIED (CONT'D):	XXXXX	XXXXXXXXXXXX	XXXXXXXXXXXX	XXXXXXXXXXXX	XXXXXXXXXXXX	XXXXXXXXXXXX	XXXXXXXXXXXX
Other Expenses (Cont'd):							
ELECTRICITY	31-430	3,250,000.00	3,250,000.00		3,250,000.00	2,591,134.00	658,866.00
STREET LIGHTING	31-431	3,200,000.00	3,400,000.00		3,400,000.00	2,745,335.00	654,665.00
MUNICIPAL RENT	31-432	2,550,000.00	2,600,000.00		2,600,000.00	2,177,320.00	422,680.00
GASOLINE	31-434	1,600,000.00	1,600,000.00		1,600,000.00	1,185,335.00	414,665.00
COMMUNICATIONS	31-435	1,176,000.00	1,395,000.00		1,395,000.00	1,051,593.00	343,407.00
OFFICE SERVICES	31-433	2,838,000.00	3,000,000.00		2,966,595.00	2,231,251.00	735,344.00
sw SALARY ADJUSTMENT	30-414	2,250,000.00	9,000,000.00		9,000,000.00	8,238,186.00	761,814.00
TOTAL - UNCLASSIFIED		126,302,139.00	150,795,641.00	-	150,775,336.00	142,771,046.00	8,004,290.00
ACCUMULATED ABSENCES							
Total Operations (Item 8(A)) within "CAPS"		388,566,524.00	388,352,270.00	-	388,242,493.00	368,626,649.00	19,615,844.00
B. Contingent		50,000.00	50,000.00		50,000.00		50,000.00
Total Operations Including Contingent-within "CAPS"		388,616,524.00	388,402,270.00	-	388,292,493.00	368,626,649.00	19,665,844.00
Detail:							
Salaries and Wages		228,487,207.00	226,112,786.00	-	226,075,092.00	217,065,655.00	9,009,437.00
Other Expenses (Including Contingent)		160,129,317.00	162,289,484.00	-	162,217,401.00	151,560,994.00	10,656,407.00

CURRENT FUND - APPROPRIATIONS

PRIOR YEAR BILLS-DETAILS

VENDOR	CY	SERVICES	VOUCHER NO.	AMOUNT
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CURRENT FUND - APPROPRIATIONS

8. GENERAL APPROPRIATIONS	FCOA	Appropriated				Expended 2015	
		for 2016	for 2015	for 2015 by Emergency Appropriation	Total for 2015 As Modified By All Transfers	Paid or Charged	Reserved
(E) Deferred Charges and Statutory Expenditures- Municipal within "CAPS"(continued)	XXXXXX	XXXXXXXXXXXX	XXXXXXXXXXXX	XXXXXXXXXXXX	XXXXXXXXXXXX	XXXXXXXXXXXX	XXXXXXXXXXXX
(2) STATUTORY EXPENDITURES:	XXXXXX	XXXXXXXXXXXX	XXXXXXXXXXXX	XXXXXXXXXXXX	XXXXXXXXXXXX	XXXXXXXXXXXX	XXXXXXXXXXXX
Contribution to:							
Social Security System (O.A.S.I.)	36-473	5,250,000.00	4,800,000.00		4,800,000.00	4,799,000.00	1,000.00
Consol Police/Fire Pension	36-474	58,994.00	46,592.00		46,592.00	46,592.00	-
Police/Fire Retirement System NJ	36-488	38,051,891.00	34,790,479.00		34,790,479.00	34,790,479.00	-
JC Employee Retirement	36-478	8,093,616.00	7,782,323.00		7,782,323.00	7,782,323.00	-
Employees Non-Contributory Pension (NJS43-88-7)	36-476	260,000.00	223,800.00		246,020.00	240,805.00	5,215.00
Pensioned Employees	36-476	34,735.00	60,000.00		66,000.00	64,735.00	265.00
Payments To Widows & Dependents (NJ40:11.43:8B)	36-477	779.00	720.00		780.00	779.00	1.00
Unemployment N.J.S. 43:31 et seq	23-225	50,000.00	500,000.00		500,000.00	500,000.00	-
Public Employees' Retirement System (PERS)	36-472	3,643,010.00	2,767,829.00		2,767,829.00	2,767,056.00	773.00
PERS - Defined Contribution Retirement Plan	36-480	60,000.00	53,000.00		53,000.00	39,590.00	13,410.00
SUBTOTAL STATUTORY EXPENDITURES		55,503,025.00	51,024,743.00		51,052,023.00	51,031,359.00	20,664.00
Total Deferred Charges and Statutory Expenditures - Municipal within "CAPS"	34-209	55,503,025.00	51,025,868.00	-	51,059,303.00	51,038,639.00	20,664.00
(F) Judgments	37-480						
(G) Cash Deficit of Preceding Year	46-855						
(H-1) Total General Appropriations for Municipal Purposes within "CAPS"	34-299	444,119,549.00	439,428,168.00	-	439,351,796.00	419,666,288.00	19,686,508.00

CURRENT FUND - APPROPRIATIONS

8. GENERAL APPROPRIATIONS (A) Operations - Excluded from "CAPS" (Continued)	FCOA	Appropriated				Expended 2015	
		for 2016	for 2015	for 2015 by Emergency Appropriation	Total for 2015 As Modified By All Transfers	Paid or Charged	Reserved
Public and Private Programs Offset by Revenues	XXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX
Project Safe Neighborhoods	41-388		367,513.00		367,513.00	367,513.00	
SmartSTEPS CY2014	41-388		8,025.00		8,025.00	8,025.00	
Distracted Driving Grant	41-397		5,000.00		5,000.00	5,000.00	
Innovation Team Grant	41-396		1,000,000.00		1,000,000.00	1,000,000.00	
Baseball Tomorrow Fund (Berry Lane)	41-390		173,500.00		173,500.00	173,500.00	
Tony Hawk Foundation	41-392		25,000.00		25,000.00	25,000.00	
Sustainable Jersey	41-393		10,000.00		10,000.00	10,000.00	
Post Sandy Planning Assistance Grant	41-395		260,000.00		260,000.00	260,000.00	
NJ CWEP	41-379		18,194.00		18,194.00	18,194.00	
Municipal Drug Alliance	41-056		267,379.00		267,379.00	267,379.00	
NJDOH - Sexually Transmitted Disease Control	41-112		122,183.00		122,183.00	122,183.00	
Senior Farmers Market Nutrition Program	41-215		1,750.00		1,750.00	1,750.00	
Drunk Driver Enforcement Fund	41-086		13,386.00		13,386.00	13,386.00	
UASI Local Share	41-172		1,896,796.00		1,896,796.00	1,896,796.00	
Recycling Tonnage Grant	41-239	290,150.00	226,085.00		226,085.00	226,085.00	
USAI Counterterrorism	41-174		27,289.00		27,289.00	27,289.00	
Community Service Block Grant (CSBG)	41-025		879,658.00		879,658.00	879,658.00	
Aquatics Program Grant	41-391		45,000.00		45,000.00	45,000.00	
NJDOH- Woman, Infants & Children (WIC)	41-407		17,000.00		17,000.00	17,000.00	
Summer Food Program	41-114		487,375.00		487,375.00	487,375.00	
Senior Nutrition	41-113	1,542,536.00	1,512,600.00		1,512,600.00	1,512,600.00	

CURRENT FUND - APPROPRIATIONS

8. GENERAL APPROPRIATIONS	FCOA	Appropriated				Expended 2015	
		for 2016	for 2015	for 2015 by Emergency Appropriation	Total for 2015 As Modified By All Transfers	Paid or Charged	Reserved
(A) Operations - Excluded from "CAPS" (Continued)							
Public and Private Programs Offset by Revenues.	XXXXX	XXXXXXXXXXXX	XXXXXXXXXXXX	XXXXXXXXXXXX	XXXXXXXXXXXX	XXXXXXXXXXXX	XXXXXXXXXXXX
Robert Wood Johnson	41-408		200,000.00		200,000.00	200,000.00	
Sub-Regional Transportation	41-123		113,162.00		113,162.00	113,162.00	
Municipal Aid 2015 Street Resurfacing	41-263		1,004,590.00		1,004,590.00	1,004,590.00	
Food Insecurity Nutrition	41-409		7,850.00		7,850.00	7,850.00	
Child Health (Porsche)	41-019		195,000.00		195,000.00	195,000.00	
CACFP	41-389		418,549.00		418,549.00	418,549.00	
JTPA	41-058		3,798,510.00		3,798,510.00	3,798,510.00	
PEG Technology (Comcast)	41-410		200,000.00		200,000.00	200,000.00	
Port Security Fire	41-345		217,500.00		217,500.00	217,500.00	
Port Security Police	41-355		539,358.00		539,358.00	539,358.00	
WIC	41-158		1,769,291.00		1,769,291.00	1,769,291.00	
ROID	41-339		24,000.00		24,000.00	24,000.00	
Assistance to Firefighters FEMA	41-370		1,163,728.00		1,240,100.00	1,240,100.00	
Body Armor Replacement	41-004		68,444.00		68,444.00	68,444.00	
Justice Assistance Award (JAG)	41-340		173,301.00		173,301.00	173,301.00	
COPS Anti-Gang	41-412		750,000.00		750,000.00	750,000.00	
Cooperative Marketing	41-411		24,062.00		24,062.00	24,062.00	

CURRENT FUND - APPROPRIATIONS

8. GENERAL APPROPRIATIONS (A) Operations - Excluded from "CAPS" (Continued)	FCOA	Appropriated				Expended 2015	
		for 2016	for 2015	for 2015 by Emergency Appropriation	Total for 2015 As Modified By All Transfers	Paid or Charged	Reserved
Public and Private Programs Offset by Revenues	XXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX
(Continued)	XXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX
Sr Nutrition CY2014	41-331		10,764.00		10,764.00	10,764.00	
Clean Communities Program	41-336		399,518.00		399,518.00	399,518.00	
Emergency Management Agency Assistance	41-399		15,000.00		15,000.00	15,000.00	
Conducted Energy Device Assistance	41-405		8,746.00		8,746.00	8,746.00	
NJACCHO Ebola Disease Monitoring	41-406		200,000.00		200,000.00	200,000.00	
Share Our Strength	41-375	15,000.00	40,000.00		40,000.00	40,000.00	
Summer Works Initiative	41-001		156,000.00		156,000.00	156,000.00	
Comprehensive Traffic Safety	41-331	26,700.00					
Local Safety -Summit Avenue Corridor, Phase III		450,000.00					
Local Safety -Communipaw Avenue		817,400.00					
Local Safety -Dr. MLK Blvd, Sec. 2		400,000.00					
Local Safety -Montgomery Street		1,167,077.00					
Recycling Bonus Grant		15,975.00					
Matching Funds for Grants	41-899	50,000.00	68,556.00		68,556.00	-	68,556.00
Total Public and Private Programs Offset							
by Revenues	40-999	4,774,838.00	18,929,662.00	-	19,006,034.00	18,937,478.00	68,556.00
Total Operations - Excluded from "CAPS"	34-305	18,308,303.00	29,872,762.00	-	29,949,134.00	28,338,262.00	1,610,872.00
Detail:							
Salaries & Wages	34-305-1	-	-	-	-	-	-
Other Expenses	34-305-2	18,308,303.00	29,872,762.00	-	29,949,134.00	28,338,262.00	1,610,872.00

CURRENT FUND - APPROPRIATIONS

8. GENERAL APPROPRIATIONS (D)Municipal Debt Service - Excluded from "CAPS"	FCOA	Appropriated				Expended 2015	
		for 2016	for 2015	for 2015 by Emergency Appropriation	Total for 2015 As Modified By All Transfers	Paid or Charged	Reserved
Maturing Serial Bonds - Gen. Qual.	45-900	9,037,000.00	8,788,000.00		8,788,000.00	8,788,000.00	xxxxxxxxxx
Maturing Serial Bonds - Gen. Refunding	45-901	22,610,000.00	19,530,000.00		19,530,000.00	19,530,000.00	xxxxxxxxxx
Fire Pension Ref. Bonds - Interest	45-918	927,245.00	936,284.00		936,284.00	936,284.00	xxxxxxxxxx
Police Pension Ref. Bonds - Interest	45-919	1,213,497.00	1,275,785.00		1,275,785.00	1,275,785.00	xxxxxxxxxx
Interest on Bonds-General Qual.	45-902	4,106,211.00	4,993,009.00		4,993,009.00	4,993,009.00	xxxxxxxxxx
Interest on Bonds - Gen. Refunding	45-903	9,222,317.00	8,966,237.00		8,966,237.00	8,966,237.00	xxxxxxxxxx
Interest on Notes - Gen. & Refunding	45-904	910,510.00	591,868.00		591,868.00	591,868.00	xxxxxxxxxx
Green Trust - Montgomery Gateway	45-925	3,110.00	3,110.00		3,110.00	3,110.00	xxxxxxxxxx
Bond Anticipation Notes - Principal	45-906	3,290,740.00	4,516,235.00		4,516,235.00	4,516,235.00	xxxxxxxxxx
Green Trust - Multi Parks	45-924	38,243.00	38,243.00		38,243.00	38,243.00	
Wayne Street Park	45-916	9,021.00	9,021.00		9,021.00	9,021.00	xxxxxxxxxx
Apple Tree House	45-920	14,669.00	14,669.00		14,669.00	14,669.00	xxxxxxxxxx
Roberto Clemente Park	45-921	17,661.00	17,661.00		17,661.00	17,661.00	xxxxxxxxxx
Sgt. Anthony Park	45-922	9,017.00	9,017.00		9,017.00	9,017.00	xxxxxxxxxx
Marion Pavonia Pool	45-923	26,428.00	26,428.00		26,428.00	26,428.00	xxxxxxxxxx
HCIA Pooled Loan	45-927	-	405,712.00		405,712.00	405,712.00	xxxxxxxxxx
Green Trust - Berry Lane	45-926	8,084.00	8,084.00		8,084.00	8,084.00	
Maturing Serial Bonds - GEN (BAB) PRIN	45-928	1,240,000.00	1,040,000.00		1,040,000.00	1,040,000.00	
Maturing Serial Bonds - GEN (BAB) INT	45-929	5,946,607.00	5,981,447.00		5,981,447.00	5,981,447.00	
Police /Fire Pension Refund Bonds - Principal	45-930	1,410,000.00	1,205,000.00		1,205,000.00	1,205,000.00	
							xxxxxxxxxx
Subtotal Muni Debt Svc- Gen Exl From Cap	45-999	60,040,360.00	58,355,810.00		58,355,810.00	58,355,810.00	xxxxxxxxxx

CURRENT FUND - APPROPRIATIONS

8. GENERAL APPROPRIATIONS	FCOA	Appropriated				Expended 2015	
		for 2016	for 2015	for 2015 by Emergency Appropriation	Total for 2015 As Modified By All Transfers	Paid or Charged	Reserved
(E) Deferred Charges - Municipal Excluded from "CAPS"	xxxxx	xxxxxxxxxxxx	xxxxxxxxxxxx	xxxxxxxxxxxx	xxxxxxxxxxxx	xxxxxxxxxxxx	xxxxxxxxxxxx
(1) DEFERRED CHARGES:							
Emergency Authorizations	46-870			xxxxxxxxxxxx			xxxxxxxxxxxx
Special Emergency Authorizations-				xxxxxxxxxxxx			xxxxxxxxxxxx
5 Years (N.J.S. 40A:4-45)	46-876	7,330,000.00	7,790,000.00	xxxxxxxxxxxx	7,790,000.00	7,790,000.00	xxxxxxxxxxxx
Special Emergency Authorizations-				xxxxxxxxxxxx			xxxxxxxxxxxx
3 Years (N.J.S. 40A:4-55.1 & 40A:4-55.13)	46-871			xxxxxxxxxxxx			xxxxxxxxxxxx
Hurricane Sandy Expenditure (FEMA)	46-871	897,796.00	1,193,000.00		1,193,000.00	1,193,000.00	
				xxxxxxxxxxxx			xxxxxxxxxxxx
				xxxxxxxxxxxx			xxxxxxxxxxxx
Total Deferred Charges - Municipal-				xxxxxxxxxxxx			xxxxxxxxxxxx
Excluded from "CAPS"	46-989	8,427,796.00	8,983,000.00	xxxxxxxxxxxx	8,983,000.00	8,983,000.00	xxxxxxxxxxxx
(F) Judgments (N.J.S.A. 40A:4-45.3c)	37-480			xxxxxxxxxxxx			xxxxxxxxxxxx
(N) Transferred to Board of Education for Use of				xxxxxxxxxxxx			xxxxxxxxxxxx
Local Schools (N.J.S.A. 40:48-17.1 & 17.3)	29-405			xxxxxxxxxxxx			xxxxxxxxxxxx
(G) With Prior Consent of Local Finance Board:				xxxxxxxxxxxx			xxxxxxxxxxxx
Cash Deficit of Preceding Year	46-885			xxxxxxxxxxxx			xxxxxxxxxxxx
(H+2) Total General Appropriations for Municipal				xxxxxxxxxxxx			xxxxxxxxxxxx
Purposes Excluded from "CAPS"	34-309	91,871,513.00	101,018,842.00		101,059,214.00	99,484,342.00	1,610,872.00

CURRENT FUND - APPROPRIATIONS

8. GENERAL APPROPRIATIONS	FCOA	Appropriated				Expended 2015	
		for 2016	for 2015	for 2015 by Emergency Appropriation	Total for 2015 As Modified By All Transfers	Paid or Charged	Reserved
For Local District School Purposes-Excluded from "CAPS"	XXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX
(1)	XXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX
Maturing Ser. Bond-School Qualified	48-940	12,355,000.00	8,555,000.00		8,555,000.00	8,555,000.00	XXXXXXXXXX
Interest On Bonds-School Qualified	48-941	1,006,441.00	1,444,305.00		1,444,305.00	1,444,305.00	XXXXXXXXXX
							XXXXXXXXXX
							XXXXXXXXXX
Total of Type 1 District School Debt Service -Excluded from "CAPS"		13,361,441.00	9,999,305.00	-	9,999,305.00	9,999,305.00	XXXXXXXXXX
(J) Deferred Charges and Statutory Expenditures-							
Local School - Excluded from "CAPS"	XXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX
Emergency Authorizations - Schools				XXXXXXXXXX			XXXXXXXXXX
Capital Project for Land, Building or Equipment N.J.S. 18A:22-20							XXXXXXXXXX
Total of Deferred Charges and Statutory Expenditures- Local School- Excluded from "CAPS"							XXXXXXXXXX
(K) Total Municipal Appropriations for Local District School Purposes {(item (1) and (j))- Excluded from "CAPS"		13,361,441.00	9,999,305.00	-	9,999,305.00	9,999,305.00	XXXXXXXXXX
(O) Total General Appropriations - Excluded from "CAPS"		105,232,954.00	111,018,147.00	-	111,094,519.00	109,483,647.00	1,610,872.00
(L) Subtotal General Appropriations {items (H-1) and (O)}		549,352,503.00	550,446,315.00	-	550,446,315.00	529,148,935.00	21,297,380.00
(M) Reserve for Uncollected Taxes		3,776,350.00	3,499,995.00	XXXXXXXXXX	3,499,995.00	3,499,995.00	XXXXXXXXXX
9. Total General Appropriations		553,128,853.00	553,946,310.00	-	553,946,310.00	532,648,930.00	21,297,380.00

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8. GENERAL APPROPRIATIONS	FCOA	Appropriated				Expended 2015	
		for 2016	for 2015	for 2015 by Emergency Appropriation	Total for 2015 As Modified By All Transfers	Paid or Charged	Reserved
Summary of Appropriations							
(H-1) Total General Appropriations for Municipal Purposes within "CAPS"	34-299	388,616,524.00	388,402,270.00	-	388,292,493.00	368,626,649.00	19,665,844.00
STATUTORY EXPENDITURES	xxxxxxx	55,503,025.00	51,024,743.00	-	51,052,023.00	51,031,359.00	20,664.00
(A) Operations- Excluded from "CAPS"	xxxxxxx	xxxxxxxxxxx	xxxxxxxxxxx	xxxxxxxxxxx	xxxxxxxxxxx	xxxxxxxxxxx	xxxxxxxxxxx
Other Operations	34-300	13,533,465.00	10,943,100.00	-	10,943,100.00	9,400,784.00	1,542,316.00
Uniform Construction Code	22-999	-	-	-	-	-	-
Shared Service Agreements	42-999	-	-	-	-	-	-
Additional Appropriations Offset by Revs.	34-303	-	-	-	-	-	-
Public & Private Progs Offset by Revs.	40-999	4,774,838.00	18,929,662.00	-	19,006,034.00	18,937,478.00	68,556.00
Total Operations- Excluded from "CAPS"	34-305	18,308,303.00	29,872,762.00	-	29,949,134.00	28,338,262.00	1,610,872.00
(C) Capital Improvements	44-999	1,200,000.00	313,700.00	-	313,700.00	313,700.00	-
(D) Municipal Debt Service	45-999	63,935,414.00	61,849,380.00	-	61,849,380.00	61,849,380.00	xxxxxxxxxxx
(E) Total Deferred Charges (sheet 28)	46-999	8,427,796.00	8,984,155.00	-	8,990,280.00	8,990,280.00	xxxxxxxxxxx
(F) Judgments	37-480	-	-	xxxxxxxxxxx	-	-	xxxxxxxxxxx
(G) Cash Deficit	46-885	-	-	xxxxxxxxxxx	-	-	xxxxxxxxxxx
(K) Local District School Purposes	24-410	13,361,441.00	9,999,305.00	-	9,999,305.00	9,999,305.00	xxxxxxxxxxx
(N) Transferred to Board of Education	29-405	-	-	xxxxxxxxxxx	-	-	xxxxxxxxxxx
(M) Reserve for Uncollected Taxes	50-899	3,776,350.00	3,499,995.00	-	3,499,995.00	3,499,995.00	xxxxxxxxxxx
Total General Appropriations	34-499	553,128,853.00	553,946,310.00	-	553,946,310.00	532,648,930.00	21,297,380.00

DEDICATED ASSESSMENT BUDGET

14. DEDICATED REVENUES FROM	FCOA	Anticipated		Realized in Cash 2015
		2016	2015	
Assessment Cash	51-101			
Deficit (General Budget)	51-885			
Total Assessment Revenues	51-899	-	-	-
15. APPROPRIATIONS FOR ASSESSMENT DEBT	FCOA	Appropriated		Expended 2015 Paid or Charged
		2016	2015	
Payment of Bond Principal	51-920			
Payment of Bond Anticipation Notes	51-925			
Total Assessment Appropriations	51-999	-	-	-

DEDICATED WATER UTILITY ASSESSMENT BUDGET

14. DEDICATED REVENUES FROM	FCOA	Anticipated		Realized in Cash 2015
		2016	2015	
Assessment Cash	52-101			
Deficit Water Utility Budget	52-885			
Total Water Utility Assessment Revenues	52-899	-	-	-
15. APPROPRIATIONS FOR ASSESSMENT DEBT	FCOA	Appropriated		Expended 2015 Paid or Charged
		2016	2015	
Payment of Bond Principal	52-920			
Payment of Bond Anticipation Notes	52-925			
Total Water Utility Assessment Appropriations	52-999	-	-	-

DEDICATED ASSESSMENT BUDGET		UTILITY		
14. DEDICATED REVENUE FROM	FCOA	2016	2015	Realized in Cash - 2015
Assessment Cash	53-101			
Deficit (_____)	53-885			
Total _____ Assessment Revenues	53-899	-	-	-
				Expended 2015
15. APPROPRIATIONS FOR ASSESSMENT DEBT	FCOA	2016	2015	Paid or Charged
Payment of Bond Principal	53-920			
Payment of Bond Anticipation Notes	53-925			
Total _____ Utility				
Assessment Appropriations	53-999	-	-	-

Dedicated by Rider - (N.J.S. 40A:4-39) "The dedicated revenues anticipated during the Calendar Year 2011 from Animal Control, State or Federal Aid for Maintenance of Libraries, Bequest, Escrow, Construction Code Fees Due Hackensack Meadowlands Development Commission; Outside Employment of Off-Duty Municipal Police Officers; Unemployment Compensation Insurance; Reimbursement of Sale of Gasoline to State Automobiles; State Training Fees - Uniform Construction Code Act; Older Americans Act - Program Contributions; Municipal Alliance on Alcoholism and Drug Abuse - Program Income; Housing and Community Development Act of 1974; Parking Offenses Adjudication Act (PL 1989, C. 137); Disposal of Forfeited Property (PL 1986, C135); Municipal Traffic Fines; Donations NJSA 40A:10-1 et seq; Open Space, Public Parks or Recreational Facilities; Operation Lifesaver Program; Tsunami Relief Effort; Outside Employment of Off Duty Officers; Project Lifesaver; Self Insurance Programs (NJSA 40A:10-1 et seq); Joan Moore Art for Kids Memorial Fund NJSA 40A:5-29; Various Cultural Events Donations N.J.S.A. 40A:5-29; Senior Nutrition Program Donations 40A:5-29; Installation & Maintenance of City Bike Racks Developer's Escrow; Public Defenders Fund; JCMAP Acceptance of Bequests/Gifts (40A: 5-29)

are hereby anticipated as revenue and are hereby appropriated for the purposes to which said revenue is dedicated by statute or other legal requirement.

(Insert additional appropriate titles in space above when applicable, if resolution for rider has been approved by the Director)

APPENDIX TO BUDGET STATEMENT

CURRENT FUND BALANCE SHEET - DECEMBER 31, 2014

ASSETS		
Cash and Investments	1110100	79,941,036.00
Due from State of N.J.(c20,P.L. 1971)	1111000	11,250.00
Federal and State Grants Receivable	1110200	-
Receivables with Offsetting Reserves:	xxxxxxxxx	xxxxxxxxxxxxx
Taxes Receivable	1110300	3,660,742.00
Tax Title Liens Receivable	1110400	422,969.00
Property Acquired by Tax Title Lien Liquidation	1110500	1,455,500.00
Other Receivables	1110600	14,532,143.00
Prepaid Debt		17,355,207.00
Special Emergency Notes		25,648,893.00
Total Assets	1110900	143,027,740.00

LIABILITIES, RESERVES AND SURPLUS

*Cash Liabilities	2110100	66,823,420.00
Reserves for Receivables	2110200	20,071,354.00
Surplus	2110300	56,132,966.00
Total Liabilities, Reserves and Surplus		143,027,740.00

School Tax Levy Unpaid	2220110	
Less School Tax Deferred	2220200	
*Balance Included in Above		
"Cash Liabilities"	2220300	-

COMPARATIVE STATEMENT OF CURRENT FUND OPERATIONS AND CHANGE IN CURRENT SURPLUS

		YEAR 2014	YEAR 2013
Surplus Balance, January 1st	2310100	38,733,517.00	33,530,567.00
Current Taxes			
	2310200	448,160,245.00	442,327,361.00
Delinquent Taxes	2310300	957,058.00	1,027,576.00
Other Revenues and Additions to Income	2310400	290,291,536.00	281,775,261.00
Total Funds	2310500	778,142,356.00	758,660,765.00
EXPENDITURES AND TAX REQUIREMENTS:			
Municipal Appropriations	2310600	534,456,172.00	532,605,317.00
School Taxes (Including Local and Regional)	2310700	109,149,375.00	107,391,779.00
County Taxes (Including Added Tax Amounts)	2310800	104,672,969.00	97,852,919.00
Special District Taxes	2310900	-	-
Other Expenditures and Deductions from Income	2311000	-	-
Total Expenditures and Tax Requirements	2311100	752,435,808.00	746,250,583.00
Less: Expenditures to be Raised by Future Taxes	2311200		
Total Adjusted Expenditures and Tax Requirements	2311300	752,435,808.00	746,250,583.00
Surplus Balance - December 31st	2311400	56,132,966.00	38,733,517.00

*Nearest even percentage may be used

Proposed Use of Current Fund Surplus in 2015

Surplus Balance December 31, 2014	2311500	56,132,966.00
Current Surplus Anticipated in 2015	2311600	25,714,000.00
Surplus Balance Remaining	2311700	30,418,966.00

(Important: This appendix must be included in advertisement of budget.)

2016

CAPITAL BUDGET AND CAPITAL IMPROVEMENT PROGRAM

This section is included with the Annual Budget pursuant to N.J.S.C. 5:30-4. It does not in itself confer any authorization to raise or expend funds. Rather it is a document used as part of the local unit's planning and management program. Specific authorization to expend funds for purposes described in this section must be granted elsewhere, by a separate bond ordinance, by inclusion of a line item in the Capital Improvement Section of this budget, by an ordinance taking the money from the Capital Improvement Fund, or other lawful means.

CAPITAL BUDGET

- A plan for all capital expenditures for the current fiscal year.
If no Capital Budget is included, check the reason why:

- Total capital expenditures this year do not exceed \$25,000, including appropriations for Capital Improvement Fund, Capital Line Items and Down Payments on Improvements.
- No bond ordinances are planned this year.

CAPITAL IMPROVEMENT PROGRAM

- A multi-year list of planned capital projects, including the current year.
Check appropriate box for number of years covered, including current year:

- 3 years. (Population under 10,000)
 - 6 years. (Over 10,000 and all county governments)
 - ____ years. (Exceeding minimum time period)
- Check if municipality is under 10,000, has not expended more than \$25,000 annually for capital purposes in immediately previous three years, and is not adopting CIP.

NARRATIVE FOR CAPITAL IMPROVEMENT PROGRAM

The Capital Projects identified herein reflect the plans of the governing body and will only become effective upon successful passage of the applicable ordinances.

SUMMARY OF APPROPRIATIONS

5. GENERAL APPROPRIATIONS		
Within "CAPS"	XXXXXXXX	XXXXXXXXXXXXXXXXXX
	XXXXXXXX	XXXXXXXXXXXXXXXXXX
(a&b) Operations including Contingent	34-201	\$ 388,616,524.00
(e) Deferred Charges and Statutory Expenditures - Municipal	34-209	\$ 55,503,025.00
(g) Cash Deficit	46-885	\$ -
Excluded from "CAPS"	XXXXXXXX	XXXXXXXXXXXXXXXXXX
(a) Operations - Total Operations Excluded from "CAPS"	34-305	\$ 18,308,303.00
(c) Capital Improvements	44-999	\$ 1,200,000.00
(d) Municipal Debt Service	45-999	\$ 63,935,414.00
(e) Deferred Charges - Municipal	46-999	\$ 8,427,796.00
(f) Judgments	37-480	\$ -
(n) Transferred to Board of Education for Use of Local Schools (N.J.S. 40:48-17.1 & 17.3)	29-405	\$ -
(g) Cash Deficit	46-885	\$ -
(k) For Local District School Purposes	29-410	\$ 13,361,441.00
(m) Reserve for Uncollected Taxes (Include Other Reserves if Any)	50-899	\$ 3,776,350.00
6. SCHOOL APPROPRIATIONS - TYPE I SCHOOL DISTRICTS ONLY (N.J.S. 40A:4-13)	07-195	\$
Total Appropriations	34-499	\$ 553,128,853.00

It is hereby certified that the within budget is a true copy of the budget finally adopted by resolution of the Local Finance Board on the _____ day of _____, 2016. It is further certified that each item of revenue and appropriation is set forth in the same amount and by the same title as appeared in the 2016 approved budget and all amendments thereto, if any, which have been previously approved by the Director of Local Government Services.

Certified by me this _____ day of _____, 2016
 Name - _____
 Title - _____

LOCAL UNIT CITY OF JERSEY CITY COUNTY/MUNICIPAL OPEN SPACE, RECREATION, FARMLAND AND HISTORIC PRESERVATION TRUST FUND

DEDICATED REVENUES FROM TRUST FUND	FCOA	Anticipated		Realized in Cash	APPROPRIATIONS	FCOA	Appropriated		Expended 2015	
		2016	2015	2015			2016	2015	Paid or Charged	Reserved
Amount To Be Raised By Taxation	54-190				Development of Lands for Recreation and Conservation:		XXXXXXXX	XXXXXXXX	XXXXXXXX	XXXXXXXX
					Salaries & Wages	54-385-1				
Interest Income	54-113				Other Expenses	54-385-2				
					Maintenance of Lands for Recreation and Conservation:		XXXXXXXX	XXXXXXXX	XXXXXXXX	XXXXXXXX
Reserve Funds:					Salaries & Wages	54-375-1				
					Other Expenses	54-375-2				
					Historic Preservation:		XXXXXXXX	XXXXXXXX	XXXXXXXX	XXXXXXXX
					Salaries & Wages	54-176-1				
					Other Expenses	54-176-2				
					Acquisition of Lands for Recreation and Conservation:	54-915-2				
Total Trust Fund Revenues:	54-299	-	-	-	Acquisition of Farmland	54-916-2				
<i>Summary of Program</i>					Down Payments on Improvements	54-906-2				
Year Referendum Passed/Implemented:					Debt Service:		XXXXXXXX	XXXXXXXX	XXXXXXXX	XXXXXXXX
Rate Assessed:		\$			Payment of Bond Principal	54-920-2				XXXXXXXX
Total Tax Collected to date		\$			Payment of Bond Anticipation Notes and Capital Notes	54-925-2				XXXXXXXX
Total Expended to date:		\$			Interest on Bonds	54-930-2				XXXXXXXX
Total Acreage Preserved to date					Interest on Notes	54-935-2				XXXXXXXX
Recreation land preserved in 2012:					Reserve for Future Use	54-950-2				
Farmland preserved in 2012:					Total Trust Fund Appropriations:	54-499	-	-	-	-

**Annual List of Change Orders Approved
Pursuant to N.J.A.C. 5:30-11**

Contracting Unit: City of Jersey City

Year Ending: 12/31/2015

The following is a complete list of all change orders which caused the originally awarded contract price to be exceeded by more than 20 percent. For regulatory details please consult N.J.A.C. 5:30-11.1 et. Seq. Please identify each change order by name of the project.

Contract amendment with Charles Montange, Esq.	Res. 15.061	Contract amendment with U.S. Security Associates	Res. 15.600
Contract amendment with Keith A Bonchi, Esq.	Res. 15.207	Contract amendment with Chuk's Professional Cleaning Inc./ Temco	Res. 15.601
Contract amendment with New Jersey Inc.	Res. 15.208	Contract amendment with Amber Air	Res. 15.611
Contract amendment with Dominick Carmagnola, Esq.	Res. 15.219	Contract amendment with Arcadis US, Inc	Res. 15.620
Contract amendment with Dominick Carmagnola, Esq.	Res. 15.255	Contract amendment with Chuk's Professional Cleaning Inc.	Res. 15.642
Contract amendment with Charles Montange, Esq.	Res. 15.288	Contract amendment with Jrn Electric, Inc	Res. 15.643
Contract amendment with Weiner Lesniak Law Firm	Res. 15.289	Contract amendment with Telecom Integrity Group	Res. 15.679
Contract amendment with Chuk's Professional Cleaning Inc./ Temco	Res. 15.342	Contract amendment with Locke Lord LLP	Res. 15.722
Contract amendment with Chuk's Professional Cleaning Inc./ Temco	Res. 15.343	Contract amendment with Mullin & Lonergan Associates	Res. 15.799
Contract amendment with ERFS, Inc.	Res. 15.432	Contract amendment with Branch Eichler LLC	Res. 15.800
Contract amendment with Fireworks By Grucci, Inc.	Res. 15.482	Contract amendment with U.S. Security Associates	Res. 15.833
Contract amendment with Hardin, Kundla, McKéon & Poletto	Res. 15.483		

For each change order listed above, submit with introduced budget a copy of the governing body resolution authorizing the change order and an Affidavit of Publication for the newspaper notice required by N.J.A.C. 5:30-11.9(d). (Affidavit must include a copy of the newspaper notice.)

If you have not had a change order exceeding the 20 percent threshold for the year indicated above, please check here

FEB 25 2016

Date

and certify below.



Clerk of the Governing Body

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

City Clerk File No. Res. 16.093

Agenda No. 10.D

Approved: FEB 24 2016

TITLE:



RESOLUTION AUTHORIZING AN ACCELERATED TAX SALE

COUNCIL, Offered and moved adoption of the following resolution:

WHEREAS, pursuant to N.J.S.A. 40A:4-40.1, which permits a municipality to hold a tax sale prior to the close of the calendar year for current and any prior years taxes and other municipal charges; and

WHEREAS, the City of Jersey City held such an accelerated tax sale in 1997 through 2015, which assisted in the City's realization of tax revenue in the year in which it was levied; and

WHEREAS, the Division of Local Government Services has promulgated requirements surrounding an accelerated tax sale which includes a resolution by the governing body; and

WHEREAS, it is desirous of the City of Jersey City to continue to hold accelerated tax sales for the positive fiscal impact on the tax collection; and

NOW THEREFORE BE IT RESOLVED by the Municipal Council of the City of Jersey City, that an accelerated tax sale be conducted in calendar year 2016 to assist in the realization of current taxes in the year in which they are levied.

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 2.24.16											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

Rojando 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 AN ACCELERATED TAX SALE

Initiator

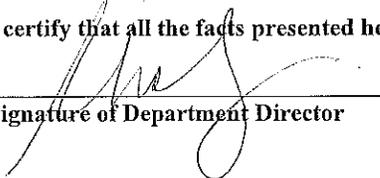
Department/Division	ADMINISTRATION	TAX COLLECTION
Name/Title	MAUREEN COSGROVE	TAX COLLECTOR
Phone/email	201-547-5120	MAUREEN@JCNJ.ORG

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

Resolution Purpose

PERMITS THE CITY TO HOLD A TAX SALE PRIOR TO THE CLOSE OF THE CALENDAR YEAR. HAVING A TAX SALE PRIOR TO THE END OF THE CALENDAR YEAR HELPS INCREASE THE COLLECTION RATE WHICH EFFECTS OUR RESERVE FOR UNCOLLECTED TAXES IN THE NEXT CALENDAR YEAR.

I certify that all the facts presented herein are accurate.


Signature of Department Director

2-17-10
Date

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

City Clerk File No. Res. 16.094

Agenda No. 10.E

Approved: FEB 24 2016



TITLE:

**RESOLUTION AUTHORIZING THE CALENDAR YEAR 2016
"RESERVE FOR UNCOLLECTED TAXES" TO BE
CALCULATED USING A THREE YEAR AVERAGE.**

COUNCIL

offered and moved

adoption of the following resolution:

WHEREAS, the budget appropriation "Reserve for Uncollected Taxes" (RUT) is calculated using the prior years percentage of cash collections to total Levy; and,

WHEREAS, N.J.S.A. 40A:4 allows the RUT, when approved by resolution of the governing body, to be calculated using a three (3) year average of prior years percentage of cash collections;

WHEREAS, the City's tax collection rate has been reduced due to the amount of tax appeals awarded; and

WHEREAS, using last year's reduced collections rate alone would increase the amount to be raised by taxation providing unnecessary financial hardship upon the tax payers of Jersey City.

NOW, THEREFORE, BE IT RESOLVED that the Municipal Council of the City of Jersey City hereby authorizes the Chief Financial Officer to use a three (3) year average of prior cash collections for the calculation of the CY 2016 budget appropriation "Reserve for Uncollected Taxes."

APPROVED: *Rolando R. Lavarro, Jr.* APPROVED AS TO LEGAL FORM
 APPROVED: *[Signature]* Corporation Counsel
 Business Administrator

Certification Required
 Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 2.24.16											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

[Signature]
 Rolando R. Lavarro, Jr., President of Council

[Signature]
 Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

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

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING THE CALENDAR YEAR 2016 "RESERVE FOR UNCOLLECTED TAXES" TO BE CALCULATED USING A THREE YEAR AVERAGE.

Initiator

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

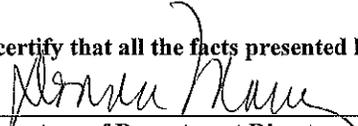
Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

This resolution will authorize using the average of the past three year's tax collection rate in the "reserve for uncollected taxes" calculation. Without this resolution, the City would have to do the calculation based on last year's collection rate which would increase the amount to be raised by taxation due to the number of tax appeals awarded.

The rate being used in the calculation will be 99.18%. This is an average of the collection rate in the CY 14 Audit 98.64%, CY 13 Audit 99.16%, CY 12 Audit 99.75%

I certify that all the facts presented herein are accurate.


Signature of Department Director

2/16/16
Date

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

City Clerk File No. Res. 16.095

Agenda No. 10.F

Approved: FEB 24 2016



TITLE:

**RESOLUTION DETERMINING THE FORM AND OTHER
DETAILS OF GENERAL OBLIGATION REFUNDING
BONDS OF THE CITY OF JERSEY CITY, IN THE
COUNTY OF HUDSON, STATE OF NEW JERSEY, AND
PROVIDING FOR THE SALE AND THE DELIVERY OF
SUCH GENERAL OBLIGATION REFUNDING BONDS**

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF JERSEY CITY, IN THE COUNTY OF HUDSON, STATE OF NEW JERSEY (**not less than two-thirds of all members thereof affirmatively concurring**) AS FOLLOWS:

Section 1. (a) General Obligation Refunding Bonds, in an amount not exceeding \$40,710,000 which may be issued in three separate series of bonds (or additional or lesser series issued on different dates, if market conditions so dictate) consisting of General Improvement Refunding Bonds, Series 2016A (the "Series A Refunding Bonds"), General Improvement Refunding Bonds (Parking Authority Project), Series 2016B (the "Series B Refunding Bonds") and Water Improvement Refunding Bonds, Taxable Series 2016C (the "Series C Refunding Bonds" and together with the Series A Refunding Bonds and the Series B Refunding Bonds, the "Refunding Bonds") (each of the aforesaid series of Refunding Bonds and any additional or lesser series, if necessary due to market conditions, shall have such other year of designation or name designation as shall be applicable at the time of issuance thereof) of the City of Jersey City, in the County of Hudson, State of New Jersey (the "City") are hereby authorized to be issued and sold as Refunding Bonds (or sometimes referred to herein as the "Bonds"). The Series A Refunding Bonds and the Series B Refunding Bonds are hereinafter sometimes referred to as the "Tax-Exempt Refunding Bonds" and the Series C Refunding Bonds are hereinafter sometimes referred to as the "Taxable Refunding Bonds".

(b) In order to effectuate the Refunding Plan (defined herein), the Chief Financial Officer shall determine the actual aggregate principal amount of the Refunding Bonds to be issued (including the principal amount of each of the Series A Refunding Bonds, the Series B Refunding Bonds and the Series C Refunding Bonds); provided that such determination shall be consistent with (i) a refunding bond ordinance finally adopted by the City Council on February 10, 2016 and entitled, "REFUNDING BOND ORDINANCE OF THE CITY OF JERSEY CITY, IN THE COUNTY OF HUDSON, STATE OF NEW JERSEY (THE "CITY") PROVIDING FOR (i) THE REFUNDING OF CERTAIN OUTSTANDING QUALIFIED GENERAL

TITLE:

IMPROVEMENT BONDS, SERIES 2009 AND QUALIFIED GENERAL IMPROVEMENT BONDS (PARKING AUTHORITY PROJECT), SERIES 2009A OF THE CITY DATED FEBRUARY 10, 2009 AND DECEMBER 30, 2009, RESPECTIVELY, TO PROVIDE DEBT SERVICE SAVINGS, AND (ii) AUTHORIZING THE ISSUANCE OF NOT TO EXCEED \$32,000,000 AGGREGATE PRINCIPAL AMOUNT OF GENERAL IMPROVEMENT REFUNDING BONDS OF THE CITY TO EFFECT SUCH REFUNDING AND APPROPRIATING THE PROCEEDS THEREFOR" and (ii) a refunding bond ordinance finally adopted by the City Council on June 19, 2013 and entitled, "REFUNDING BOND ORDINANCE OF THE CITY OF JERSEY CITY, IN THE COUNTY OF HUDSON, NEW JERSEY, PROVIDING FOR THE REFUNDING OF ALL OR A PORTION OF VARIOUS SERIES OF CITY BONDS, APPROPRIATING AN AMOUNT NOT EXCEEDING \$10,700,000 THEREFOR AND AUTHORIZING THE ISSUANCE OF NOT TO EXCEED \$10,700,000 WATER REFUNDING BONDS OF THE CITY OF JERSEY CITY FOR FINANCING THE COST THEREOF", and be within the parameters set forth in Section 2 of this resolution. The signature of the Chief Financial Officer on the Purchase Contract (as hereinafter defined) authorized in Section 2 hereof shall constitute evidence of the approval of such actual principal amounts.

Section 2. Stifel Nicolaus & Company, Incorporated, Minneapolis, Minnesota, is hereby appointed underwriter (the "Underwriter") for the Refunding Bonds and the Refunding Bonds are hereby authorized to be sold to the Underwriter. The Chief Financial Officer is hereby authorized and directed to execute and, on behalf of the City, negotiate the Purchase Contract (the "Purchase Contract") with the Underwriter in the form satisfactory to bond counsel and upon terms satisfactory to the Chief Financial Officer for the sale of the Refunding Bonds to the Underwriter in accordance with the provisions of this resolution, including the compensation to the Underwriter for the marketing and purchase of the Refunding Bonds, which compensation shall not exceed \$5.50 per \$1,000 of Refunding Bonds sold, and provided that the terms of the sale of the Refunding Bonds are otherwise sold in accordance with the terms provided in N.J.A.C. 5:30-2.5. The signature of the Chief Financial Officer on the Purchase Contract shall be conclusively presumed to evidence any necessary approvals.

City Clerk File No. Res. 16.095
Agenda No. 10.F FEB 24 2016

TITLE:

Section 3. (a) The Refunding Bonds of each series shall be issued in the par amounts determined by the Chief Financial Officer to be necessary to (collectively, the "Refunding Plan") pay costs of issuance and to provide a deposit to one or more escrow funds that, when invested, will be sufficient to (i) refund all or a portion of the City's callable Qualified General Improvement Bonds, Series 2009, dated February 10, 2009, namely those bonds maturing on January 15 in the years 2020 through and including 2029 (the "2009 GI Refunded Bonds"), and to call for redemption the 2009 GI Refunded Bonds on January 15, 2019 or such other date determined by the Chief Financial Officer (the "2009 GI Redemption Date") at the option of the City at a redemption price of 100% of the principal amount of such 2009 GI Refunded Bonds to be redeemed plus any unpaid accrued interest to the 2009 GI Redemption Date; and (ii) refund all or a portion of the City's callable Qualified General Improvement Bonds (Parking Authority Project), Series 2009A, dated December 30, 2009, namely those bonds maturing on July 15 in the years 2020 through and including 2029 (the "2009A GI Refunded Bonds") and to call for redemption the 2009A General Improvement Refunded Bonds on July 15, 2019 or such other date determined by the Chief Financial Officer (the "2009A GI Redemption Date") at the option of the City at a redemption price of 100% of the principal amount of such 2009A GI Refunded Bonds to be redeemed plus any unpaid accrued interest to the 2009A GI Redemption Date, and (iii) refund all or a portion of the City's callable Qualified Water Improvement Refunding Bonds, Series 2006D dated March 30, 2006, namely those bonds maturing on September 1 in the years 2017 through and including 2022 (the "2006 Water Improvement Refunded Bonds", and together with the 2009 GI Refunded Bonds and the 2009A GI Refunded Bonds, the "Refunded Bonds") and to call for redemption the 2006 Water Improvement Refunded Bonds on September 1, 2016 or such other date determined by the Chief Financial Officer (the "2006 Water Improvement Redemption Date") at the option of the City at a redemption price of 100% of the principal amount of such 2006 Water Improvement Refunded Bonds to be redeemed plus any unpaid accrued interest to the 2006 Water Improvement Redemption Date. The Bonds of each series shall mature as provided in paragraph (f) below.

(b) The Refunding Bonds shall bear interest at rates agreed to by the Chief Financial Officer as provided in the Purchase Contract, such rates to be set so that the aggregate present value savings of 3% can be achieved, and, further, that the refunding of each series of Refunded

TITLE:

Bonds on its own produces positive savings and satisfy the requirements set forth in N.J.A.C. 5:30-2.5.

(c) The Refunding Bonds may be subject to redemption prior to their stated maturities as determined by the Chief Financial Officer as part of the sale and as shall be set forth in the Purchase Contract.

(d) The Refunding Bonds shall be dated their date of delivery or such other later date consistent with the date of sale and shall bear interest at the rates per annum as the Chief Financial Officer shall determine.

(e) The Refunding Bonds shall be designated by the year of issuance, numbered and have such prefix or prefixes as determined necessary by the Chief Financial Officer and be sold and issued with such serial maturities or with such term bond maturities payable from mandatory sinking fund payments made by the City as determined in the Purchase Contract.

(f) The Refunding Bonds shall mature on such dates and principal amounts as shall be determined by the Chief Financial Officer and set forth in the Purchase Contract and shall bear interest payable semiannually in each year until maturity or prior redemption, as applicable, on such other dates as shall be determined by the Chief Financial Officer and set forth in the Purchase Contract and at the rates per annum as may be determined by the Chief Financial Officer and as set forth in the Purchase Contract.

(g) The Refunding Bonds will be issued in fully registered form. One certificate shall be issued for the aggregate principal amount of each series of Refunding Bonds maturing in each year. Both principal of and interest on the Refunding Bonds will be payable in lawful money of the United States of America. Each certificate will be registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York, which will act as securities depository (the "Securities Depository"). The certificates will be on deposit with The Depository Trust Company. The Securities Depository will be responsible for maintaining a book-entry system for recording the interests of its participants or the transfers of the interests among its participants. The participants will be responsible for maintaining records recording the beneficial ownership interests in the Refunding Bonds on behalf of individual purchasers. Individual purchases may be made in denominations of \$5,000 each or any integral multiple of \$1,000 in excess thereof through book-entries made on the books and the records of the

Agenda No. _____

~~Securities Depository.~~ The principal of and the interest on the Refunding Bonds will be paid to

TITLE:

the Securities Depository by the City on the respective maturity dates and due dates and will be credited on the respective maturity dates and due dates to the participants of the Securities Depository as listed on the records of the Securities Depository as may be determined by the Chief Financial Officer (the "Record Dates" for the Refunding Bonds). The Refunding Bonds shall be executed by the manual or facsimile signatures of the Mayor and the Chief Financial Officer under the official seal or facsimile thereof affixed, printed, engraved or reproduced thereon and attested by the manual signature of the City Clerk or Deputy Clerk.

(i) The following matters are hereby determined with respect to the Refunding Bonds:

Designations: General Obligation Refunding Bonds, Series 2016 consisting of General Improvement Refunding Bonds, Series 2016A, General Improvement Refunding Bonds (Parking Authority Project), Series 2016B and Water Improvement Refunding Bonds, Taxable Series 2016C (each of the aforesaid series of Refunding Bonds and any additional or lesser series, if necessary due to market conditions, shall have such other year of designation or name designation as shall be applicable at the time of issuance thereof)

Qualification: The Refunding Bonds will **not** be designated as "qualified tax-exempt obligations" for the purposes of Section 265(b)(3)(B)(ii) of the Internal Revenue Code of 1986, as amended.

Date of Bonds: Date of Delivery.

Principal Payment Dates: Determined by the Chief Financial Date Officer.

Interest Payment Dates: Determined by the Chief Financial Officer.

Redemption: The Bonds may be subject to redemption prior to their stated maturities.

Place of Payment: Cede & Company, New York, New York

Section 4. The Refunding Bonds shall be substantially in the following form with such additions, deletions and omissions as may be necessary for the City to market the Refunding Bonds:

City Clerk File No. Res. 16.095

Agenda No. 10-F FEB 24 2016

TITLE:

REGISTERED
NUMBER A- _____

REGISTERED
\$ _____

UNITED STATES OF AMERICA
STATE OF NEW JERSEY
COUNTY OF HUDSON

CITY OF JERSEY CITY

B., [GENERAL IMPROVEMENT] [WATER IMPROVEMENT] REFUNDING BOND
[(PARKING AUTHORITY PROJECT)], [TAXABLE] SERIES 2016__

DATE OF ORIGINAL ISSUE:	MATURITY DATE:	RATE OF INTEREST PER ANNUM:	CUSIP:
_____, 2016	_____, 1, 20__	_____%	_____

CITY OF JERSEY CITY, in the County of Hudson, State of New Jersey (the "City") hereby acknowledges itself indebted and for value received promises to pay to CEDE & CO., as nominee of The Depository Trust Company, which will act as Securities Depository, on the Maturity Date specified above, the principal sum of _____ DOLLARS (\$ _____), and to pay interest on such sum from the Date of Original Issue of this bond until it matures at the Rate of Interest Per Annum specified above semiannually on the _____ day of _____ and _____ in each year until maturity, or prior redemption, as applicable, commencing on _____, 201_. Interest on this bond will be paid to the Securities Depository by the City's paying agent, _____, _____, or its successor (the "Paying Agent") and will be credited to the participants of The Depository Trust Company as listed on the records of The Depository Trust Company as of the _____ day of _____ and _____ next preceding the date of such payments (the "Record Dates" for such payments). Principal of this bond, upon presentation and surrender to the City will be paid to the Securities Depository by the Paying Agent and will be credited to the participants of The Depository Trust Company.

This bond is not transferable as to principal or interest except to an authorized nominee of The Depository Trust Company. The Depository Trust Company shall be responsible for maintaining the book-entry system for recording the interests of its participants or the transfers of the interests among its participants. The participants are responsible for maintaining records regarding the beneficial ownership interests in the bonds on behalf of individual purchasers.

This bond is one of an authorized issue of bonds issued pursuant to the Local Bond Law, N.J.S.A. 40A:2-1 et seq., as amended and supplemented (the "Local Bond Law"), a refunding bond ordinance of the City finally adopted on [February 10, 2016][July 19, 2013], entitled C" _____", and a resolution of the City adopted on February 24, 2016, entitled "RESOLUTION DETERMINING THE FORM AND OTHER DETAILS OF GENERAL OBLIGATION REFUNDING BONDS OF THE CITY OF JERSEY CITY, IN THE COUNTY OF HUDSON, STATE OF NEW JERSEY, AND PROVIDING FOR THE SALE AND DELIVERY OF SUCH GENERAL OBLIGATION REFUNDING BONDS", in all respects duly approved and published as required by law (the "Authorization Proceedings").

[The Bonds maturing on or after _____ 1, 20__ are subject to redemption prior to maturity at the option of the City, as a whole at any time or in part from time to time on or after _____, 20__, in such order of maturity as directed by the City, at a redemption price equal to one hundred percent (100%) of the principal amount being redeemed plus accrued interest thereon to the date fixed for redemption.

TITLE: Any Bond subject to redemption as aforesaid may be called in part, provided that the portion not called for redemption shall be in the principal amount of \$5,000 or any integral multiple of \$1,000 in excess thereof. If less than all of the Bonds of a particular maturity are to be redeemed, Bonds of that maturity shall be selected by the Chief Financial Officer (or by the Paying Agent) by lot.

When any Bonds are to be redeemed, the Chief Financial Officer (or the Paying Agent) shall give notice of the redemption of the Bonds by mailing such notice, by first class mail in a sealed envelope postage prepaid, to the registered owners of any Bonds or portions thereof which are to be redeemed, at their respective addresses as they last appear on the registration books of the City. Such mailing shall not be a condition precedent to such redemption, and failure to so mail or to receive any such notice to any of such registered owners shall not affect the validity of the proceedings for the redemption of the Bonds. Notice of redemption having been given as aforesaid, the Bonds, or portions thereof so to be redeemed, shall, on the date fixed for redemption, become due and payable at the redemption price specified therein plus accrued interest to the redemption date and, upon presentation and surrender thereof at the place specified in such notice, such Bonds, or portions thereof, shall be paid at the redemption price, plus accrued interest to the redemption date. On and after the redemption date (unless the City shall default in the payment of the redemption price and accrued interest), such Bonds shall no longer be considered as outstanding.

During any period in which The Depository Trust Company (or any successor thereto) shall act as securities depository for the Bonds, the notices referred to above shall be given only to such depository and not to the beneficial owners of the Bonds. Any failure of such depository to advise any of its participants or any failure of any participant to notify any beneficial owner of any notice of redemption shall not affect the validity of the redemption proceedings.]

The full faith and credit of the City are hereby irrevocably pledged for the punctual payment of the principal of and the interest on this bond according to its terms.

It is hereby certified and recited that all conditions, acts and things required by the Constitution or statutes of the State of New Jersey to exist, to have happened or to have been performed precedent to or in the issuance of this bond exist, have happened and have been performed and that the issue of bonds of which this is one, together with all other indebtedness of the City, is within every debt and other limit prescribed by such Constitution or statutes.

IN WITNESS WHEREOF, the CITY OF JERSEY CITY has caused this bond to be executed in its name by the manual or facsimile signatures of its Mayor and its Chief Financial Officer, its corporate seal to be hereunto imprinted or affixed, this bond and the seal to be attested by the manual signature of the Clerk or Deputy Clerk of the City, and this bond to be dated the Date of Original Issue as specified above.

CITY OF JERSEY CITY, IN THE COUNTY OF HUDSON, STATE OF NEW JERSEY

By: _____ (Facsimile)
Mayor

ATTEST:

By: _____
Clerk

By: _____ (Facsimile)
Chief Financial Officer

Section 5. The Series A Refunding Bonds the following language should be inserted in the places indicated by the corresponding letter in the form of the Bonds:

TITLE:

- A. RA-
- B. GENERAL IMPROVEMENT REFUNDING BOND, SERIES 2016A
- C. "REFUNDING BOND ORDINANCE OF THE CITY OF JERSEY CITY, IN

THE COUNTY OF HUDSON, STATE OF NEW JERSEY (THE "CITY") PROVIDING FOR (i) THE REFUNDING OF CERTAIN OUTSTANDING QUALIFIED GENERAL IMPROVEMENT BONDS, SERIES 2009 AND QUALIFIED GENERAL IMPROVEMENT BONDS (PARKING AUTHORITY PROJECT), SERIES 2009A OF THE CITY DATED FEBRUARY 10, 2009 AND DECEMBER 30, 2009, RESPECTIVELY, TO PROVIDE DEBT SERVICE SAVINGS, AND (ii) AUTHORIZING THE ISSUANCE OF NOT TO EXCEED \$32,000,000 AGGREGATE PRINCIPAL AMOUNT OF GENERAL IMPROVEMENT REFUNDING BONDS OF THE CITY TO EFFECT SUCH REFUNDING AND APPROPRIATING THE PROCEEDS THEREFOR"

Section 6. The Series B Refunding Bonds the following language should be inserted in the places indicated by the corresponding letter in the form of the Bonds:

- A. RB-__.
- B. GENERAL IMPROVEMENT REFUNDING BONDS (PARKING AUTHORITY PROJECT), SERIES 2016B
- C. "REFUNDING BOND ORDINANCE OF THE CITY OF JERSEY CITY, IN

THE COUNTY OF HUDSON, STATE OF NEW JERSEY (THE "CITY") PROVIDING FOR (i) THE REFUNDING OF CERTAIN OUTSTANDING QUALIFIED GENERAL IMPROVEMENT BONDS, SERIES 2009 AND QUALIFIED GENERAL IMPROVEMENT BONDS (PARKING AUTHORITY PROJECT), SERIES 2009A OF THE CITY DATED FEBRUARY 10, 2009 AND DECEMBER 30, 2009, RESPECTIVELY, TO PROVIDE DEBT SERVICE SAVINGS, AND (ii) AUTHORIZING THE ISSUANCE OF NOT TO EXCEED \$32,000,000 AGGREGATE PRINCIPAL AMOUNT OF GENERAL IMPROVEMENT REFUNDING BONDS OF THE CITY TO EFFECT SUCH REFUNDING AND APPROPRIATING THE PROCEEDS THEREFOR"

Section 7. In each of the Series C Refunding Bonds the following language should be inserted in the places indicated by the corresponding letter in the form of the Bonds:

- A. RC-__.
- B. WATER IMPROVEMENT REFUNDING BONDS, TAXABLE SERIES 2016C

TITLE:

C. "REFUNDING BOND ORDINANCE OF THE CITY OF JERSEY CITY, IN THE COUNTY OF HUDSON, NEW JERSEY, PROVIDING FOR THE REFUNDING OF ALL OR A PORTION OF VARIOUS SERIES OF CITY BONDS, APPROPRIATING AN AMOUNT NOT EXCEEDING \$10,700,000 THEREFOR AND AUTHORIZING THE ISSUANCE OF NOT TO EXCEED \$10,700,000 WATER REFUNDING BONDS OF THE CITY OF JERSEY CITY FOR FINANCING THE COST THEREOF"

Section 8. The law firm of Archer & Greiner P.C. is authorized to arrange for the printing of the Refunding Bonds. The proper officials of the City are hereby authorized and directed to execute the Refunding Bonds and to deliver them to or upon the order of the Underwriter upon receipt of payment therefor.

Section 9. The City hereby covenants that it will comply with any conditions subsequently imposed by the Internal Revenue Code of 1986, as amended (the "Code") in order to preserve the exemption from taxation of interest on the Tax-Exempt Refunding Bonds and the Taxable Refunding Bonds (should such Taxable Refunding Bonds be deemed tax-exempt at the time of issuance) including the requirement to rebate all net investment earnings on the gross proceeds above the yield on the Tax-Exempt Refunding Bonds and the Taxable Refunding Bonds (should such Taxable Refunding Bonds be deemed tax-exempt at the time of issuance), and that it will refrain from taking any action that would adversely affect the tax exemption of the Tax-Exempt Refunding Bonds and the Taxable Refunding Bonds (should such Taxable Refunding Bonds be deemed tax-exempt at the time of issuance) under the Code.

Section 10. The City is hereby authorized to prepare and distribute a Preliminary Official Statement in connection with the sale of the Refunding Bonds, in such form as approved by the Chief Financial Officer, and the use of the information contained therein concerning the City in connection with the sale of the Refunding Bonds is hereby approved and authorized. The Chief Financial Officer of the City is hereby authorized and directed to execute and deliver to the Underwriter a final Official Statement with such changes from the Preliminary Official Statement as counsel may advise and the officer executing the same may approve, such approval to be evidenced by such officer's execution thereof. The Chief Financial Officer is hereby authorized to deem the Preliminary Official Statement final for purposes of Rule 15c2-12 of the Securities and Exchange Commission.

City Clerk File No. Res. 16.095
Agenda No. 10.F FEB 24 2016

TITLE:

Section 11. The Chief Financial Officer is hereby authorized to make representations and warranties, to enter into agreements and to make all arrangements with The Depository Trust Company, New York, New York, as may be necessary in order to provide that the Refunding Bonds will be eligible for deposit with The Depository Trust Company and to satisfy any obligation undertaken in connection therewith.

Section 12. In the event that The Depository Trust Company may determine to discontinue providing its service with respect to the Refunding Bonds or is removed by the City and if no successor Securities Depository is appointed, the Refunding Bonds which were previously issued in book-entry form shall be converted to Registered Bonds (the "Registered Bonds") in denominations of \$5,000 each or any integral multiple of \$1,000 in excess thereof. The beneficial owner under the book-entry system, upon registration of the Refunding Bonds held in the beneficial owner's name, will become the registered owner of such Registered Bonds. The City shall be obligated to provide for the execution and delivery of the Registered Bonds in certificate form.

Section 13. A Continuing Disclosure Certificate in substantially the form attached hereto as Exhibit A is hereby approved, and the Chief Financial Officer is hereby authorized and directed to execute and deliver a Continuing Disclosure Certificate on behalf of the City in substantially such form, with such terms, insertions, changes, additions, deletions, omissions or variations therein as the Chief Financial Officer may approve, such approval to be evidenced by her execution thereof.

Section 14. The Chief Financial Officer is hereby authorized to appoint a paying agent to serve as paying agent for the Refunding Bonds (the "Paying Agent"). The City hereby approves the preparation and execution of one or more agency agreements by and between the City and the Paying Agent, if necessary. The Chief Financial Officer is hereby authorized and directed to execute and deliver the Agency Agreement on behalf of the City, with such terms, insertions, changes, additions, deletions, omissions or variations therein as the Chief Financial Officer may approve, such approval to be evidenced by her execution thereof.

Section 15. The Chief Financial Officer is hereby authorized to appoint an escrow agent to serve as escrow agent for the Refunded Bonds.

City Clerk File No. Res. 16.095
Agenda No. 10.F FEB 24 2016

TITLE:

Section 16. To effectuate the Refunding Plan, the City hereby approves the preparation and the execution of one or more escrow agreements by and between the City and the escrow agent to be appointed, said escrow agreement to be in substantially the form attached hereto as Exhibit B (the "Escrow Agreement"), which is hereby approved, and the Chief Financial Officer is hereby authorized and directed to execute and deliver the Escrow Agreement on behalf of the City in substantially such form, with such terms, insertions, changes, additions, deletions, omissions or variations therein as the Chief Financial Officer may approve, such approval to be evidenced by her execution thereof. The Escrow Agreement shall also provide for the payment of costs of issuance of the Refunding Bonds. The Chief Financial Officer is hereby authorized to direct the Escrow Agent to pay the costs incurred in connection with the sale and the issuance of the Refunding Bonds from the proceeds derived from the sale of the Refunding Bonds in accordance with the terms of a certificate of the City to be executed upon delivery of the Refunding Bonds. NW Financial Group, LLC, Hoboken, New Jersey, is hereby authorized on behalf of the City to apply for United States Treasury Securities - State and Local Government Series and is appointed as bidding agent of the City to the extent open market securities are purchased for the escrow funds for the Refunded Bonds, all in accordance with the Escrow Deposit Agreement. The Underwriter, the City's Financial Advisor and the Escrow Agent are each authorized to submit applications for such investments.

Section 17. The Chief Financial Officer is hereby authorized to appoint a verification agent who shall verify the mathematical computations performed initially by the Underwriter and related to the Refunding Bonds, the Refunded Bonds and the investment of certain funds in accordance with the terms of the Escrow Agreement.

Section 18. The Chief Financial Officer is hereby authorized and directed to take all actions necessary and appropriate to procure bond insurance in respect of the Refunding Bonds, provided that such bond insurance would be cost effective for the Refunding Plan. Such officer is further authorized and directed to execute all documents and certificates as may be necessary in connection with the purchase of such bond insurance.

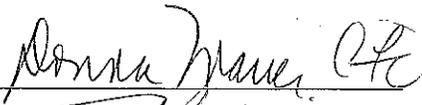
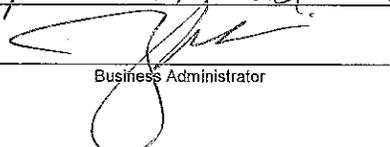
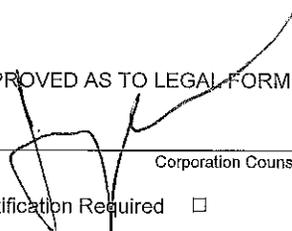
Section 19. The Mayor, the Chief Financial Officer and other appropriate representatives of the City are hereby authorized to take all steps necessary to provide for the issuance of the Refunding Bonds and the refunding of the Refunded Bonds, including preparing

City Clerk File No. Res. 16.095
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TITLE:

and executing such agreements and documents on behalf of the City, including the refunding report required to be filed pursuant to N.J.A.C. 5:30-2.5, and taking all steps necessary or desirable to implement the terms of this resolution, such agreements and documents as may be necessary and appropriate and the transactions contemplated thereby. The manual or facsimile signature of the aforesaid appropriate representatives of City upon any documents utilized in connection the issuance of the Refunding Bonds and the refunding of the Refunded Bonds shall be conclusive as to all such determinations or approvals set forth therein. The aforesaid appropriate representatives of the City shall also take such actions or refrain from such actions as are necessary for the issuance of the Refunding Bonds and the refunding of the Refunded Bonds and all such actions or inactions by the aforesaid City officers, officials and professionals heretofore are hereby ratified and confirmed, *nunc pro tunc*.

Section 20. This resolution shall take effect upon the effective date of the Refunding Ordinance.

APPROVED:  APPROVED AS TO LEGAL FORM
APPROVED:  
Business Administrator Corporation Counsel
Certification Required
Not Required

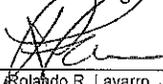
APPROVED 9-0

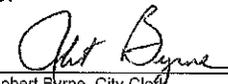
RECORD OF COUNCIL VOTE ON FINAL PASSAGE 2-24-16											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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


Rolando R. Lavarro, Jr., President of Council


Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

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

Full Title of Ordinance/Resolution

RESOLUTION DETERMINING THE FORM AND OTHER DETAILS OF GENERAL OBLIGATION REFUNDING BONDS OF THE CITY OF JERSEY CITY, IN THE COUNTY OF HUDSON, STATE OF NEW JERSEY, AND PROVIDING FOR THE SALE AND THE DELIVERY OF SUCH GENERAL OBLIGATION REFUNDING BONDS

Initiator

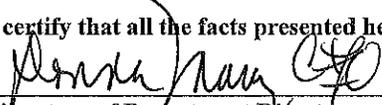
Department/Division	Administration	Management & Budget
Name/Title	Donna Mauer	Chief Financial Officer
Phone/email	201-547-5042	DonnaM@jcnj.org

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

Resolution Purpose

This resolution details the form of sale for the refunding of certain General Obligation Bonds.

I certify that all the facts presented herein are accurate.


Signature of Department Director

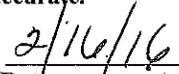

Date

EXHIBIT A

Form of Continuing Disclosure Certificate

ADIN

ADIN

ADIN

ADIN

ADIN

ADIN

FORM OF CONTINUING DISCLOSURE CERTIFICATE

This Continuing Disclosure Certificate (the "Disclosure Certificate") is executed and delivered by the City of Jersey City, in the County of Hudson, State of New Jersey (the "Issuer") in connection with the issuance by the Issuer of its \$_____ General Improvement Refunding Bonds, Series 2016A (the "Series A Bonds"), \$_____ General Improvement Refunding Bonds (Parking Authority Project), Series 2016B (the "Series B Bonds") and \$_____ Water Improvement Refunding Bonds, Taxable Series 2016C (the "Series C Bonds" and together with the Series A Bonds and the Series B Bonds, the "Bonds"). The Bonds are being issued pursuant to the refunding bond ordinance (the "Ordinance") duly adopted by the City Council on February 10, 2016 and a resolution duly adopted by the City Council on February 24, 2016 (the "Resolution"). The Issuer covenants and agrees as follows:

SECTION 1. Purpose of the Disclosure Certificate. This Disclosure Certificate is being executed and delivered by the Issuer for the benefit of the Bondholders and Beneficial Owners of the Bonds and in order to assist the Participating Underwriter in complying with the provisions of Rule 15c2-12(b)(5) promulgated by the Securities and Exchange Commission ("SEC") under the Securities Exchange Act of 1934, as the same may be amended from time to time ("Exchange Act").

SECTION 2. Definitions. In addition to the definitions set forth in the Resolution, which apply to any capitalized term used in this Disclosure Certificate unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

"Beneficial Owner" shall mean any person which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bonds (including persons holding Bonds through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Bonds for federal income tax purposes.

"Bondholder" shall mean any person who is the registered owner of any Bond, including holders of beneficial interests in the Bonds.

"Continuing Disclosure Information" shall mean: (i) any notice required to be filed with the MSRB pursuant to Section 4 hereof; and (ii) any notice of an event required to be filed with the MSRB pursuant to Section 3(c) hereof.

"Dissemination Agent" shall mean the Issuer, or any successor Dissemination Agent designated in writing by the Issuer and which has filed with the Issuer a written acceptance of such designation.

"EMMA" shall mean the Electronic Municipal Market Access System ("EMMA"), an internet based filing system created and maintained by the MSRB in accordance with the SEC Release, pursuant to which issuers of tax-exempt bonds, including the Bonds, and other filers on behalf of the such issuers shall upload Continuing Disclosure Information to assist underwriters in complying with the Rule and to provide the general public with access to such Continuing Disclosure Information.

"Listed Events" shall mean any of the events listed in Section 3(a) of this Disclosure Certificate.

"MSRB" shall mean the Municipal Securities Rulemaking Board established pursuant to Section 15B(b)(1) of the Exchange Act.

"Participating Underwriter" shall mean any of the original underwriters of the Bonds required to comply with the Rule in connection with offering of the Bonds.

"Rule" shall mean Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission under the Exchange Act.

"State" shall mean the State of New Jersey.

SECTION 3. Provision of Annual Reports.

(a) The Issuer shall, or shall cause the Dissemination Agent to, not later than nine (9) months after the end of its fiscal year, commencing with the report for the fiscal year ending December 31, 2015, provide to the MSRB an Annual Report which is consistent with the requirements of Section 4 of this Disclosure Certificate. The Annual Report may be submitted as a single document or as separate documents comprising a package, and may cross-reference other information as provided in Section 4 of this Disclosure Certificate; provided that the audited financial statements of the Issuer may be submitted separately from the balance of the Annual Report and later than the date required above for the filing of the Annual Report if they are not available by that date. If the Issuer's fiscal year changes, it shall give notice of such change in the same manner as for a Listed Event under Section 5(c). Any and all items that must be included in the Annual Report may be incorporated by reference from other information that is available to the public on EMMA, or that has been filed with the SEC.

(b) Not later than fifteen (15) Business Days prior to the date specified in subsection (a) for making available or providing the Annual Report, the Issuer shall provide the Annual Report to the Dissemination Agent (if other than the Issuer). If the Issuer is unable to provide to the MSRB an Annual Report by the date required in subsection (a), the Issuer shall send a notice to the MSRB in substantially the form attached as Exhibit A.

(c) The Dissemination Agent shall:

(i) determine each year prior to the date for making available or providing the Annual Report the name and address of each repository, if any; and

(ii) if applicable, if the Dissemination Agent is other than the Issuer, file a report with the Issuer certifying that the Annual Report has been provided pursuant to this Disclosure Certificate, stating the date it was provided and listing all the Repositories to which it was provided.

SECTION 4. Content of Annual Reports. The Issuer's Annual Report shall contain or include by reference the following:

1. The audited financial statements of the Issuer for the prior fiscal year, prepared in accordance with generally accepted accounting standards (GAAS) as from time to time in effect, and as prescribed by the Division of Local Government Services in the Department of Community Affairs of the State pursuant to Chapter 5 of Title 40A of the New Jersey Statutes. If the Issuer's audited financial statements are not available by the time the Annual Report is required to be filed pursuant to Section 3(a), the Annual Report shall contain unaudited financial statements and the audited financial statements shall be filed in the same manner as the Annual Report when they become available.

2. The financial information and operating data set forth in the Official Statement (including Appendix A thereto) dated _____, 2016, prepared in connection with the sale of the Bonds under the following captions under the headings: "RECENT FINANCIAL RESULTS AND FINANCIAL OUTLOOK", "SECURITY FOR THE BONDS", "CITY INDEBTEDNESS AND DEBT LIMITS – Debt Statements" (excluding the first five paragraphs thereunder), "CITY INDEBTEDNESS AND DEBT LIMITS – Other City-Related Obligations", "CITY INDEBTEDNESS AND DEBT LIMITS – Municipal Qualified Bond Act" (excluding the first six paragraphs thereunder), "CITY INDEBTEDNESS AND DEBT LIMITS – School Qualified Bond Act" (excluding the first six paragraphs thereunder), "CITY FINANCIAL INFORMATION – Current Fund—Revenues and Expenditures", "CITY REVENUES – Real Estate Tax" (table captioned "Analysis of Tax Rates and Percent Distribution Rate Per \$1,000 Assessed Valuation" only), "CITY REVENUES – Equalization Rate, Tax Revaluation and Tax Collection Rates" (excluding the first paragraph thereof), "CITY REVENUES – Tax-Exempt Properties", "CITY REVENUES – Properties in Tax Abatement" (excluding the first three paragraphs thereunder), "CITY REVENUES – Margin Against Delinquent Taxes", "CITY REVENUES – (table captioned "State Aid to Jersey City" only), "CITY EXPENDITURES", "PENSION FINANCING – City Plans" (table captioned "City Contribution to Employee Pensions" only) and "LITIGATION – Pending Litigation" (table describing amounts in judgments and settlements only)".

SECTION 5. Reporting of Significant Events.

(a) Pursuant to the provisions of this Section 3, the Issuer shall give, or cause to be given, notice of the occurrence of any of the following events with respect to the Bonds:

1. principal and interest payment delinquencies;
2. non-payment related defaults, if material;
3. unscheduled draws on the debt service reserves reflecting financial difficulties;
4. unscheduled draws on the credit enhancements reflecting financial difficulties;

5. substitution of the credit or liquidity providers or their failure to perform;
6. adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax-exempt status of the Bonds;
7. modifications to rights of Bondholders, if material;
8. Bond calls, if material, and tender offers;
9. defeasances;
10. release, substitution or sale of property securing repayment of the Bonds, if material;
11. rating changes;
12. bankruptcy, insolvency, receivership or similar events of the Issuer, which shall be considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for the Issuer in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the Issuer, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the Issuer;
13. the consummation of a merger, consolidation, or acquisition involving the Issuer or the sale of all or substantially all of the assets of the Issuer, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; and
14. appointment of a successor or additional trustee or the change of name of a trustee, if material.

(b) Whenever the Issuer obtains knowledge of the occurrence of a Listed Event described in subsection (a) for which the disclosure obligation is dependent upon

materiality, the Issuer shall as soon as possible determine if such event would be material under applicable federal securities laws.

(c) If disclosure of a Listed Event is required, the Issuer shall in a timely manner not in excess of ten business days after the occurrence of the event, file a notice of such occurrence with the MSRB in an electronic format as prescribed by the MSRB. All documents provided to the MSRB shall be accompanied by identifying information as prescribed by the MSRB.

SECTION 6. Termination of Reporting Obligation. The Issuer's obligations under this Disclosure Certificate shall terminate upon the legal defeasance, prior redemption or payment in full of all of the Bonds. If such termination occurs prior to the final maturity of the Bonds, the Issuer shall give notice of such termination in the same manner as for a Listed Event under Section 3(c).

SECTION 7. Dissemination Agent. The Issuer may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Disclosure Certificate, and may discharge any such Dissemination Agent, with or without appointing a successor Dissemination Agent. The Dissemination Agent shall not be responsible in any manner for the content of any notice or report prepared by the Issuer pursuant to this Disclosure Certificate. The initial Dissemination Agent shall be the Issuer.

SECTION 8. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Certificate, the Issuer may amend this Disclosure Certificate, and any provision of this Disclosure Certificate may be waived, provided that the following conditions are satisfied:

(a) If the amendment or waiver relates to the provisions of Section 3, it may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature or status of an obligated person with respect to the Bonds, or the type of business conducted;

(b) The undertaking, as amended or taking into account such waiver, would, in the opinion of nationally recognized bond counsel, have complied with the requirements of the Rule at the time of the original issuance of the Bonds, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and

(c) The amendment or waiver does not, in the opinion of nationally recognized bond counsel, materially impair the interests of the Bondholders or Beneficial Owners of the Bonds.

In the event of any amendment or waiver of a provision of this Disclosure Certificate, the Issuer shall describe such amendment in the same manner as for a Listed Event under Section 3(a), and shall include a narrative explanation of the reason for the amendment or waiver.

SECTION 9. Additional Information. Nothing in this Disclosure Certificate shall be deemed to prevent the Issuer from disseminating any other information, using the means of dissemination set forth in this Disclosure Certificate or any other means of communication, or including any other notice of occurrence of a Listed Event, in addition to that which is required

by this Disclosure Certificate. If the Issuer chooses to include any information in any notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Certificate, the Issuer shall have no obligation under this Certificate to update such information or include it in any future notice of occurrence of a Listed Event.

SECTION 10. Default. In the event of a failure of the Issuer to comply with any provision of this Disclosure Certificate, any Bondholder or Beneficial Owner of the Bonds may take such actions as may be necessary and appropriate, including seeking mandamus or specific performance by court order, to cause the Issuer to comply with its obligations under this Disclosure Certificate. A default under this Disclosure Certificate shall not be deemed an Event of Default on the Bonds, and the sole remedy under this Disclosure Certificate in the event of any failure of the Issuer to comply with this Disclosure Certificate shall be an action to compel performance.

SECTION 11. Duties, Immunities and Liabilities of Dissemination Agent. The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Certificate, and the Issuer agrees to indemnify and save the Dissemination Agent, its officers, directors, employees and agents, harmless against any loss, expense and liabilities which it may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the costs and expenses (including attorneys fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's gross negligence or willful misconduct. The obligations of the Issuer under this Section shall survive resignation or removal of the Dissemination Agent and payment of the Bonds.

SECTION 12. Beneficiaries. This Disclosure Certificate shall inure solely to the benefit of the Issuer, the Dissemination Agent, the Participating Underwriters and the Bondholders and Beneficial Owners from time to time of the Bonds, and shall create no rights in any other person or entity.

Date: _____, 2016

CITY OF JERSEY CITY, IN THE COUNTY OF HUDSON, STATE OF NEW JERSEY

By: _____
Donna L. Mauer, Chief Financial Officer

EXHIBIT A

NOTICE OF FAILURE TO FILE ANNUAL REPORT

Name of Issuer: City of Jersey City, in the County of Hudson, State of New Jersey

Name of Bond Issue: \$_____ principal amount of General Improvement Refunding Bonds, Series 2016A, \$_____ principal amount of General Improvement Refunding Bonds (Parking Authority Project), Series 2016B and \$_____ Water Improvement Refunding Bonds, Taxable Series 2016C (the "Series C Bonds")

Date of Issuance: _____, 2016

NOTICE IS HEREBY GIVEN that the Issuer has not provided an Annual Report with respect to the above-named Bonds as required by Section 3(a) of the Continuing Disclosure Certificate dated _____, 2016. The Issuer anticipates that the Annual Report will be filed by _____, 20__.

Dated: _____, 20__

CITY OF JERSEY CITY, IN THE COUNTY OF HUDSON, STATE OF NEW JERSEY

By: _____
Name:
Title:

EXHIBIT B

Form of Escrow Deposit Agreement

ESCROW DEPOSIT AGREEMENT

Dated as of _____, 2016

Between

**CITY OF JERSEY CITY, IN THE COUNTY
OF HUDSON, STATE OF NEW JERSEY**

and

_____,
as Escrow Agent

Providing for the payment of a portion of the below-described Bonds of the City:

Qualified General Improvement Bonds, Series 2009, dated February 10, 2009
Qualified General Improvement Bonds (Parking Authority Project),
Series 2009A, dated December 30, 2009
Qualified Water Refunding Bonds, Series 2006D, dated March 30, 2006

ESCROW DEPOSIT AGREEMENT

THIS ESCROW DEPOSIT AGREEMENT made and entered into as of _____, 2016 by and between the CITY OF JERSEY CITY, IN THE COUNTY OF HUDSON, STATE OF NEW JERSEY (the "City"), and _____, as escrow agent in respect of the Refunded Bonds, as defined herein (the "Escrow Agent").

WITNESSETH:

WHEREAS, the City is a body corporate and politic and a political subdivision of the State of New Jersey; and

WHEREAS, the City has heretofore issued its (i) \$39,928,000 aggregate principal amount of its Qualified General Improvement Bonds, Series 2009, dated February 10, 2009 (the "2009 General Improvement Bonds"), (ii) \$3,380,950 aggregate principal amount of its Qualified General Improvement Bonds (Parking Authority Project), Series 2009A, dated December 30, 2009 (the "2009A General Improvement Bonds") and (iii) \$6,660,000 aggregate principal amount of its Qualified Water Refunding Bonds, Series 2006D, dated March 30, 2006 (the "2006D Water Bonds" and collectively with the 2009 General Improvement Bonds and the 2009A General Improvement Bonds, the "Prior Bonds"); and

WHEREAS, the City has determined to issue general obligation refunding bonds in an amount not to exceed (i) \$32,000,000 pursuant to Ordinance No. 16-___ (the "General Improvement Refunding Bond Ordinance"), finally adopted on February 10, 2016 and (ii) \$10,700,000 pursuant to Ordinance No. 13-071 (the "Water Improvement Refunding Bond Ordinance" and together with the General Improvement Refunding Bond Ordinance, the "Refunding Bond Ordinances"), finally adopted on June 19, 2013, for the purpose of refunding all or a portion of the Prior Bonds; and

WHEREAS, the City Council adopted a resolution on February 24, 2016 (the "Resolution") for the purpose of, among others, financing a refunding program (the "Refunding Program") consisting of the refinancing of (i) the 2009 General Improvement Bonds maturing on January 15 in the years 2020 through and including 2029 (the "Refunded 2009 General Improvement Bonds"), (ii) the 2009A General Improvement Bonds (Parking Authority Project) maturing on July 15 in the years 2020 through and including 2029 (the "Refunded 2009A General Improvement Bonds") and (iii) the 2006D Water Bonds maturing on September 1 in the years 2017 through and including 2022 (the "Refunded 2006D Water Bonds" and together with the Refunded 2009 General Improvement Bonds and the Refunded 2009A General Improvement Bonds, the "Refunded Bonds"), as set forth in Exhibit A; and

WHEREAS, the Refunding Program will be effected by the City by (x) issuing under the Refunding Bond Ordinances and the Resolution, its (i) \$_____ aggregate principal amount of General Improvement Refunding Bonds, Series 2016A (the "Series A Refunding Bonds"), and (ii) \$_____ aggregate principal amount of General Improvement Refunding Bonds, Series 2016B (the "Series B Refunding Bonds") and (iii) \$_____ aggregate principal amount of Water Improvement Refunding Bonds, Taxable Series 2016C (the "Series C Refunding Bonds" and together with the Series A Refunding Bonds and the Series B Refunding Bonds, the "Refunding Bonds") and (y) depositing with the Escrow Agent a portion of the net proceeds of

the Refunding Bonds, which, together with other available funds, will be sufficient to purchase Government Obligations, as defined herein, which Government Obligations and the interest thereon and cash will be sufficient to pay principal, interest and redemption premium on the Refunded Bonds (i) in the case of the Refunded 2009 General Improvement Bonds, through January 15, 2019 (the "2009 General Improvement Bonds Redemption Date"), at which time the balance of the Refunded 2009 General Improvement Bonds will be redeemed at a redemption price of 100% of the outstanding principal amount thereof, plus interest accrued to the 2009 General Improvement Bonds Redemption Date, (ii) in the case of the Refunded 2009A General Improvement Bonds, through July 15, 2019 (the "2009A General Improvement Bonds Redemption Date"), at which time the balance of the Refunded 2009A General Improvement Bonds will be redeemed at a redemption price of 100% of the outstanding principal amount thereof, plus interest accrued to the 2009A School Bonds Redemption Date, and (iii) in the case of the Refunded 2006D Water Bonds, through September 1, 2016 (the "2006D Water Bonds Redemption Date" and collectively with the 2009 General Improvement Bonds Redemption Date and the 2009A General Improvement Bonds Redemption Date, the "Redemption Dates"), at which time the balance of the Refunded 2006D Water Bonds will be redeemed at a redemption price of 100% of the outstanding principal amount thereof, plus interest accrued to the 2006D Water Bonds Redemption Date; and

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto intending to be legally bound, hereby agree as follows:

SECTION 1. DEFINITIONS.

(a) The following terms defined in the recital to this Agreement shall have the meanings therein set forth:

2006D Water Bonds Redemption Date
2009 General Improvement Bonds Redemption Date
2009A General Improvement Bonds Redemption Date
City
Escrow Agent
Prior Bonds
Redemption Dates
Refunded Bonds
Refunded 2006D Water Bonds
Refunded 2009 General Improvement Bonds
Refunded 2009A General Improvement Bonds
Refunding Bond Ordinances
General Improvement Refunding Bond Ordinance
Refunding Bonds
Refunding Program
Resolution
Series A Refunding Bonds
Series B Refunding Bonds
Series C Refunding Bonds
Water Improvement Refunding Bond Ordinance

(b) "Government Obligations" shall mean direct non-callable obligations of the United States of America.

(c) "MSRB" shall mean the Municipal Securities Rulemaking Board established pursuant to Section 15B(b)(1) of the Securities Exchange Act of 1934 ("Act"), as the same may be amended from time to time, through the internet facilities of Electronic Municipal Market Access System ("EMMA"), or any other public or private repository or entity that shall hereafter be designated by the Securities and Exchange Commission ("SEC") as a repository for purposes of Rule 15c2-12(b)(5) adopted by the SEC under the Act, as the same may be amended from time to time.

(d) "Open Market Securities" shall mean Government Obligations other than SLGS.

(e) "Prior Bond Insurer" shall mean in the case of the Refunded 2009 General Improvement Bonds, Assured Guaranty Municipal Corp. (formerly Financial Security Assurance Inc.), whose address is 31 West 52nd Street, New York, New York 10019, in the case of the Refunded 2009A General Improvement Bonds, Assured Guaranty Municipal Corp., whose address is 31 West 52nd Street, New York, New York 10019 and in the case of the Refunded 2006D Water Bonds, Ambac Assurance Corporation, whose address is One State Street Plaza, New York, New York 10004.

(f) "Prior Paying Agent" shall mean, for all series of Prior Bonds, Manufacturers and Traders Trust Company, whose address is Corporate Trust Services, 166 Mercer Street, Suite 2R, New York, New York 10012 and Corporate Trust and Agency Services, One M&T Plaza-7th Floor, Buffalo, New York 14203.

(g) "Securities" shall mean those Government Obligations held by the Escrow Agent under this Agreement.

(h) "SLGS" shall mean Government Obligations known as State and Local Government Series.

SECTION 2. CERTIFICATE OF INDEBTEDNESS WITH RESPECT TO THE PRINCIPAL AMOUNT AND REDEMPTION PREMIUM OF THE REFUNDED BONDS.

The City hereby certifies to the Escrow Agent that the sum of \$_____ is the amount required to pay principal and redemption premium, if any and interest on the Refunded Bonds from _____, 2016 through and including their dates of maturity or redemption, as shown in Exhibit C attached hereto.

SECTION 3. APPOINTMENT OF ESCROW AGENT; RECEIPT OF PROCEEDS AND OTHER FUNDS.

_____, _____ is hereby appointed the Escrow Agent in respect of the Refunded Bonds. The Escrow Agent hereby acknowledges receipt from the City of the sum of \$_____ from the net proceeds of the Refunding Bonds (\$_____ of the Series A Refunding Bonds, \$_____ of the Series B Refunding Bonds and \$_____ of the Series C Refunding Bonds) and \$_____ in other available funds (the "Escrow Amount"), in immediately available funds.

SECTION 4. ESCROW FUND.

(a) There is hereby created and established with the Escrow Agent a special and irrevocable escrow fund (the "Escrow Fund") to be held in the custody of the Escrow Agent as a trust fund for the benefit of the owners of the Refunded Bonds (as described below). The Escrow Fund shall consist of a Tax Exempt Account (for the benefit of the holders of the Refunded 2009 General Improvement Bonds and the Refunded 2009A General Improvement Bonds Refunded Bonds) and a Taxable Account (for the benefit of the holders of the Refunded 2006D Water Bonds) and be held by the Escrow Agent separate and apart from other funds of the City and the Escrow Agent. All moneys in the Escrow Fund shall be invested in accordance with this Agreement solely in Eligible Investments, and all such investments shall be in the name of the Escrow Agent.

(b) The owners of the Refunded Bonds shall have an express lien on and security interest in all amounts and investments in the respective account of the Escrow Fund.

SECTION 5. DEPOSIT, INVESTMENT AND REINVESTMENT OF FUNDS.

(a) The Escrow Agent shall immediately deposit into the respective accounts in the Escrow Fund the Escrow Amount, as follows:

(i) \$_____ of the proceeds from the sale of the Tax Exempt Bonds and \$_____ of other funds shall be deposited in the Tax Exempt Account of the Escrow Fund, which amount, together with the earnings thereon, shall be and is hereby pledged for the payment of the principal of and the interest and redemption premium on the Refunded 2009 General Improvement Bonds and the Refunded 2009A General Improvement Refunded Bonds.

(ii) \$_____ of the proceeds from the sale of the Taxable Bonds shall be deposited in the Taxable Account of the Escrow Fund, which amount shall be and is hereby pledged for the payment of the principal of and the interest and redemption premium on the the Refunded 2006D Water Bonds.

(b) The City hereby authorizes and irrevocably directs the Escrow Agent to:

(i) Invest \$_____ of the moneys deposited in the Tax Exempt Account of the Escrow Fund in [SLGS][Open Market Obligations]_____ which shall bear interest and mature as set forth in accordance with the schedule attached as Exhibit B hereto, and hold \$_____ in cash.

(ii) Hold \$_____ of the moneys deposited in the Taxable Account of the Escrow Fund uninvested in [SLGS][Open Market Obligations]_____ which shall bear interest and mature as set forth in accordance with the schedule attached as Exhibit B hereto, and hold \$_____ in cash.

(c) Based on the Verification Report dated _____, 2016 prepared by _____, certified public accountants, and attached hereto as Exhibit F, the City certifies to the Escrow Agent that, as shown in Exhibit C attached hereto and made a part hereof, the amounts of the cash deposit and the amounts to be received by the Escrow Agent from the principal of and interest on the Securities deposited in the Escrow Fund are adequate to meet the

debt service and redemption requirements of the respective series of Refunded Bonds as and when they become due and payable.

SECTION 6. APPLICATION OF INVESTMENT EARNINGS.

(a) The principal of and interest on the Securities credited to the Escrow Fund shall be held by the Escrow Agent in trust, exclusively for the benefit of the owners of the respective series of Refunded Bonds and applied to the payment of the principal of, redemption premium, if any, and interest on such Refunded Bonds. The City hereby irrevocably directs the Escrow Agent, and the Escrow Agent agrees, to collect the principal of and interest on the Securities at their respective maturities and apply the same on each interest and principal payment date of the respective series of Refunded Bonds as the same become due and payable at maturity or early redemption as set forth in Exhibit A and Exhibit C hereto, by paying such amounts over to the respective Prior Paying Agents. The City represents to the Escrow Agent that the Refunded Bonds were upon issuance, and remain, registered in the name of CEDE & CO., as nominee of The Depository Trust Company ("DTC") and registered owner, and are payable by the respective Prior Paying Agents to DTC.

(b) The City agrees to make (or cause to be made) any payments on the Refunded Bonds in the event, to the extent, and at the times that the funds available in the Escrow Fund are not sufficient to make such payments.

(c) Notwithstanding the foregoing, the Escrow Agent may also make such other investment of said funds as may be directed in writing by the City and authorized by an approving written opinion of nationally recognized bond counsel to the effect that such use of funds will not cause the Refunded Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Code.

(d) The Escrow Agent shall pay the Refunded Bonds by payment to the respective Prior Paying Agents for the Refunded Bonds.

SECTION 7. SUBSTITUTION OF SECURITIES.

(a) The Escrow Agent shall sell, transfer, request the redemption of or otherwise dispose of the Securities, but only in a simultaneous transaction and upon receipt of the following: (i) a written City order directing said transfer; (ii) other Government Obligations (the "Substitute Securities") as hereinafter provided; (iii) a certificate of an Independent Certified Public Accountant to the effect that the Substitute Securities together with the cash, if any, and the Securities which will continue to be held under this Agreement will bear interest in such amounts and be payable at such times, without further investment or reinvestment of principal or interest, and mature in such principal amounts and at such times, to provide sufficient moneys to pay, as the same mature and become due, all the principal and redemption premium of and interest on the Refunded Bonds to the date of maturity or redemption, whichever is earlier, and that sufficient moneys will be available from such cash, principal and interest to pay, as the same become due at maturity or earlier redemption, all principal and redemption premium of and interest on the Refunded Bonds which have not previously been paid; (iv) an unqualified written opinion of nationally recognized bond counsel on the subject of municipal bonds to the effect that the proposed sale, transfer, redemption or other disposition and substitution of Securities

will not cause the Refunded Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Code, and (v) payment by the City of all costs incident to such transactions. If SLGS are to be purchased as Substitute Securities, the Escrow Agent shall prepare and file the appropriate applications therefor. The Escrow Agent shall incur no liability for comply with the provisions of this Section 7 except for its own gross negligence or willful misconduct.

(b) If the proceeds to be received from the sale, transfer, redemption or other disposition of such Securities will be less than the full principal amount of such Securities, such sale, transfer, redemption or other disposition of such Securities shall be subject to the additional condition that the City shall have first deposited hereunder an amount of cash equal to the difference between the principal amount of the Securities to be sold, transferred, redeemed or otherwise disposed of and the proceeds of sale, transfer, redemption or other disposition of such Securities. Any cash so deposited shall either be used to purchase Substitute Securities or held in trust for the payment of the Refunded Bonds as directed by the City uninvested unless the Escrow Agent shall receive an opinion of nationally recognized bond counsel on the subject of municipal bonds to the effect that the proposed investment would not cause the Refunded Bonds to be "arbitrage bonds" under the Code.

SECTION 8. REDEMPTION OF CERTAIN OF THE REFUNDED BONDS; NOTICES.

The City hereby unconditionally and irrevocably authorizes and instructs the Escrow Agent to take all action necessary or appropriate to cause the redemption of the Refunded Bonds (in such context, the "Bonds to be Redeemed") on the Redemption Dates at a redemption price of 100% of the outstanding principal amount thereof, plus interest accrued to the applicable Redemption Date.

The City hereby irrevocably authorizes and instructs the Escrow Agent to mail a Notice of Refunding of the Bonds to be Redeemed, on behalf and at the expense of the City, in substantially the form attached hereto as Exhibit D, by first class mail in a sealed envelope with postage prepaid to the Prior Bond Insurer for the Refunded Bonds, to the Prior Paying Agents for the Refunded Bonds, and to the registered owners of the applicable Bonds to be Redeemed, within 15 days hereof, addressed (i) in the case of the Prior Bond Insurers for the Refunded Bonds, at the addresses specified in Section 1(e) hereof, (ii) in the case of the Prior Paying Agent for the Refunded Bonds, at the addresses specified in Section 1(f) hereof, and (iii) in the case of such registered owners, at their respective addresses as they last appear on the registration books kept for that purpose at the office of the Prior Paying Agent for the Refunded Bonds.

The City hereby irrevocably authorizes and instructs the Escrow Agent to [publish and mail] a Notice of Redemption of the Bonds to be Redeemed, on behalf and at the expense of the City, in substantially the forms attached hereto as Exhibits E-1 to E-2, by [(A) publishing in either the Wall Street Journal or The Bond Buyer, whichever is the least expensive, for (2) two successive weeks, the first publication being thirty (30) days but no more than sixty (60) days prior to the Redemption Date for each of the Refunded Bonds, and (B)] first class mail in a sealed envelope with postage prepaid to the Prior Bond Insurer for the Refunded Bonds, to the Prior Paying Agent for the Refunded Bonds, and to the registered owners of the applicable Bonds to be Redeemed, in each case not less than thirty (30) days or more than sixty (60) days prior to the redemption date, addressed (i) in the case of the Prior Bond Insurer for the Refunded

Bonds, at the address specified in Section 1(e) hereof, (ii) in the case of the Prior Paying Agents for the Refunded Bonds, at the addresses specified in Section 1(f) hereof, and (iii) in the case of such registered owners, at their respective addresses as they last appear on the registration books kept for that purpose at the office of the Prior Paying Agent for the Refunded Bonds.

In addition, the Escrow Agent shall cause copies of such Notice of Refunding and Notice of Redemption to be provided to the MSRB. The notices to the MSRB shall be sent at least two (2) business days in advance of the date notices addressed to registered owners of the Bonds to be Refunded are deposited in the United States mail.

SECTION 9. TERMINATION.

This Agreement shall terminate when the principal of, interest and redemption premium, if any, on all Refunded Bonds has been paid. Moneys held by the Escrow Agent in any account in the Escrow Fund for the payment and discharge of any of the Refunded Bonds or any interest thereon which has theretofore become due and payable which remain unclaimed for two (2) years after the date when such Refunded Bonds shall have become due and payable, either at their stated maturity dates or by call for earlier redemption, shall, at the written request of the City, be repaid by the Escrow Agent to the City as its absolute property and free from the trust created by this Agreement. The Escrow Agent shall thereupon be released and discharged with respect thereto and hereto and the owners of such Refunded Bonds payable from such moneys shall look only to the City for the payment of such Refunded Bonds or such interest. Any amounts held in the Escrow Fund (other than amounts held for Refunded Bonds which have theretofore matured or any interest thereon which has theretofore become due and payable but remains unclaimed as described above) shall be paid by the Escrow Agent to the City on the date of termination of this Agreement.

SECTION 10. SUPPLEMENTAL AGREEMENTS.

(a) This Agreement is made for the benefit of the City and the owners from time to time of the Refunded Bonds and shall not be repealed, revoked, altered or amended without the written consent of the owners of all of the Refunded Bonds which remain unpaid at that time and the written consent of the Escrow Agent; provided, however, that the City and the Escrow Agent may, without the consent of, or notice to, such owners, enter into such agreements supplemental to this Agreement as shall not adversely affect the rights of such owners and as shall not be inconsistent with the terms and provisions of this Agreement, for any one or more of the following purposes:

(i) to cure any ambiguity or formal defect or omission in this Agreement;

(ii) to grant to, or confer upon, the Escrow Agent for the benefit of the owners of the Refunded Bonds any additional rights, remedies, powers or authority that may lawfully be granted to, or conferred upon, such owners or the Escrow Agent;

(iii) to subject to this Agreement additional funds, securities or properties; and

(iv) to modify or supplement this Agreement in order to meet the requirements of any rating agency for rating the Refunded Bonds in the highest category.

(b) The City shall give written notice of any amendment, revocation or alteration of this Agreement (with or without the consent of the owners of the Refunded Bonds), promptly following the execution and delivery thereof, to: (i) Moody's Municipal Rating Desk/Refunded Bonds, 7 World Trade Center, 250 Greenwich Street, New York, New York 10007; and (ii) Standard & Poor's Public Finance Ratings, 55 Water Street, New York, New York 10041, or such other addresses such entities may request.

(c) The Escrow Agent shall be entitled to rely exclusively upon an unqualified opinion of nationally recognized bond counsel on the subject of municipal bonds with respect to compliance with this Section, including whether any change, modification, addition or elimination adversely affects the rights of the owners of the outstanding Refunded Bonds or that any instrument executed hereunder complies with the conditions and provisions of this Section.

SECTION 11. ESCROW AGENT.

(a) During the term of this Agreement, the City agrees to pay or cause to be paid the reasonable fees and expenses of the Escrow Agent hereunder and (to the extent provided in paragraph (f) below) its counsel (the "Administrative Expenses") upon request by the Escrow Agent upon the submission of itemized invoices submitted to the City. The Escrow Agent shall have no lien whatsoever upon any of the monies or investments in the Escrow Fund for the payment of any amounts or claims of any kind or nature including, without limitation, fees and expenses for services rendered under this Agreement or any other resolution or ordinance.

(b) The Escrow Agent shall not be liable in connection with the performance of its duties hereunder except for its own gross negligence or willful misconduct. The Escrow Agent shall not be liable for (i) any loss resulting from any investment made pursuant to the terms and provisions of this agreement or (ii) any deficiencies in the Escrow Fund to the extent the Escrow Fund moneys are insufficient to pay for the Defeasance Obligations, or (iii) for any loss on the Defeasance Obligations resulting from any market fluctuations.

(c) The Securities and earnings thereon shall be and remain the property of the City in trust for the owners of the Refunded Bonds as provided herein. The Escrow Agent agrees to service and manage the Escrow Fund in accordance with the terms of this Agreement and standard corporate trust practices.

(d) To the extent provided by the Resolution and applicable New Jersey law, the City hereby agrees to indemnify the Escrow Agent, its officers, employees and agents and hold it and them harmless from and against any and all claims, liabilities, losses, actions, suits, or proceedings, at law or in equity, which it or they may incur or with which it or they may be threatened by reason of its acting as Escrow Agent under this Agreement, except in the case of the Escrow Agent's own misconduct or negligence; and in connection therewith to indemnify the Escrow Agent, its officers, employees and agents against any and all expenses, including attorney's fees and the cost of defending any action, suit or proceedings or resisting any claim.

This provision shall survive the termination of this Agreement and the resignation or removal of the Escrow Agent.

(e) The Escrow Agent shall not be liable for the accuracy of the calculations as to the sufficiency of moneys deposited, or of the principal amount of the Defeasance Obligations as provided herein, and the earnings thereon, to pay the Refunded Bonds of any of them. The Escrow Agent has made no independent investigation of the principal and interest requirements of the Refunded Bonds or the adequacy of the amounts deposited with the Escrow Agent and the investment income thereon to pay such principal and interest requirements when due, but with respect to such matters have relied upon the verification report.

(f) The Escrow Agent shall have no responsibility to any person in connection herewith except those specifically provided herein and shall not be responsible for anything done or omitted to be done by it except for its own negligence as to any actions taken or actions required to be taken but omitted or not properly taken, its gross negligence with any other failure to act, or its willful misconduct. The Escrow Agent, except as herein specifically provided for, is not a party to, nor is it bound by, nor need it give consideration to the terms or provisions of any other agreement or undertaking between the City and any other persons, and the Escrow Agent assents to and is to give consideration only to the terms and provisions of this Agreement and the Resolution. Unless it is specifically provided herein, the Escrow Agent has no duty to determine or to inquire into the happening or occurrence of any event or contingency or the performance or failure of performance of the City with respect to arrangements or contracts with others, with the Escrow Agent's sole duty hereunder being to safeguard the Escrow Fund and to dispose of and deliver the same in accordance with this Agreement. If, however, the Escrow Agent is called upon by the terms of this Agreement to determine the occurrence of any event or contingency, the Escrow Agent shall be obligated, in making such determination, to exercise reasonable care and diligence, and in the event of error in making such determination, the Escrow Agent shall be liable for its own negligence. In determining the occurrence of any such event or contingency the Escrow Agent may request from the City or any other person such reasonable additional evidence as the Escrow Agent in its discretion may deem necessary to determine any fact relating to the occurrence of such event or contingency, and in this connection may inquire and consult with the City at any time. The Escrow Agent may consult with legal counsel, at the expense of the City, but only with the City's prior consent (not to be unreasonably withheld), and the opinion of such counsel shall be full and complete authority and protection to the Escrow Agent as to any action taken or omitted by it in good faith and in accordance with such opinion.

(g) The recitals of fact in this Agreement shall be taken as the statements of the City and the Escrow Agent does not assume any responsibility for the correctness of the same. The Escrow Agent shall not be under any obligation or duty to perform any act which would involve it in expense or liability or to institute or defend any suit in respect of this Agreement or to advance any of its own moneys unless properly indemnified to its satisfaction. The Escrow Agent shall not be liable in connection with the performance of its duties hereunder except for its gross negligence or willful misconduct.

(h) The Escrow Agent at any time may resign or be removed by the City for any breach of trust or for acting or proceeding in violation of, or for failing to act or proceed in accordance with, the provisions of this Agreement. Such removal or resignation shall take effect not less than sixty (60) days after written notice of such resignation or removal is deposited in

first class mail, postage prepaid, addressed to the owners of the Refunded Bonds. The City shall appoint any successor Escrow Agent, and such appointment shall take effect not less thirty (30) days after written notice thereof is deposited in the United States mail, first class, postage prepaid, addressed to the owners of the Refunded Bonds. Such notice of the appointment of a successor Escrow Agent may be consolidated with the written notice of the Escrow Agent's resignation or removal. Any resignation or removal of the Escrow Agent shall not be effective until a successor Escrow Agent has been duly appointed and accepted the duties and obligations under this Agreement.

(i) Records of the Escrow Agent related to this Agreement and the performance of duties and responsibilities assumed by the Escrow Agent pursuant to this Agreement shall be open to inspection by the City and its duly authorized agents or representatives, at reasonable times and upon reasonable request.

(j) Any corporation into which the Escrow Agent may be merged or converted or with which it may be consolidated or any corporation resulting from any merger, conversion or consolidation to which the Escrow Agent shall be a party or any corporation succeeding to all or substantially all the corporate trust business of the Escrow Agent shall be the successor of the Escrow Agent hereunder provided such corporation shall be otherwise legally qualified to perform the services hereunder, without the execution or filing of any paper or any further act on the part of the parties herein.

SECTION 12. PAYMENT OF COSTS OF ISSUANCE FOR REFUNDING BONDS.

(a) There is hereby created and established with the Escrow Agent a non-interest bearing account designated: "City of Jersey City Refunding Bond, Series 2016 Costs of Issuance Account" (hereinafter the "COI Account"), which account shall be held by the Escrow Agent, separate and apart from the Escrow Fund and shall not be pledged to or established for the benefit of the Refunded Bondholders. On _____, 2016, the City shall deposit \$ _____ in the COI Account.

(b) The Escrow Agent shall disburse, on _____, 2016, checks or wire transfers representing payment of Costs of Issuance to the parties and in the amounts as set forth in Exhibit G hereto.

(c) If any funds remain on deposit in the COI Account on _____, 2016, after payment of the costs of issuance and all publication and mailing costs for the aforesaid notices that shall be charged to the COI account, such amount shall be paid over to the City free and clear of any trust, lien or pledge securing the Refunded Bonds.

SECTION 13. MISCELLANEOUS PROVISIONS.

(a) The City represents to the Escrow Agent that, as of that date hereof, (i) the Prior Paying Agents identified in Section 1(f) hereof are the paying agent for the Refunded Bonds, and (ii) DTC's nominee, Cede & Co., is the registered owner of all of the Refunded Bonds. The City shall notify the Escrow Agent of any change in the identity of any Prior Paying Agent, and upon its knowledge of any change in the address of any Prior Paying Agents or any change in the registered ownership of any of the Refunded Bonds from DTC's nominee, Cede & Co.

(b) If any one or more of the covenants or agreements provided in this Agreement on the part of the City or the Escrow Agent to be performed shall be determined by a court of competent jurisdiction to be prohibited or unenforceable, such covenant or agreement shall be deemed and construed to be severable from the remaining covenants and agreements herein contained and shall in no way affect the validity of the remaining provisions of this Agreement.

(c) All notices, certificates or other communications hereunder shall be in writing, and addressed as follows: if to the City: City Hall, 280 Grove Street, Jersey City, New Jersey 07302, Attention: Chief Financial Officer, and if to the Escrow Agent: _____. Each party may by notice given hereunder, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent.

(d) This Agreement shall be governed by, and construed in accordance with, the laws of the State of New Jersey, without reference to the choice of law principles thereof.

(e) This Agreement may be executed in any number of counterparts, all of which shall be regarded for all purposes as one original and shall constitute and be but one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have each caused this Escrow Deposit Agreement to be executed by their duly authorized officers and their corporate seals to be hereunto affixed and attested as of the first date above written.

**CITY OF JERSEY CITY, IN THE
COUNTY OF HUDSON, STATE OF NEW
JERSEY**

By: _____
Name: Donna L. Mauer
Title: Chief Financial Officer

_____, as Escrow Agent

By: _____
Name: _____
Title: Vice President

EXHIBIT A

Qualified General Improvement Bonds, Series 2009, dated February 10, 2009

DATE	PRINCIPAL	INTEREST RATE	REDEMPTION PRICE	CUSIP
1/15/2020	\$1,975,000	5.000%	100%	476576AL7
1/15/2021	2,065,000	5.000	100%	476576AM5
1/15/2022	2,160,000	5.000	100%	476576AN3
1/15/2023	2,260,000	5.000	100%	476576AP8
1/15/2024	2,365,000	5.000	100%	476576AQ6
1/15/2025	2,475,000	5.000	100%	476576AR4
1/15/2026	2,595,000	5.000	100%	476576AS2
1/15/2027	2,715,000	5.000	100%	476576AT0
1/15/2028	2,840,000	5.000	100%	476576AU7
1/15/2029	2,968,000	5.000	100%	476576AV5

**Qualified General Improvement Bonds (Parking Authority Project),
Series 2009A, dated December 30, 2009**

DATE	PRINCIPAL	INTEREST RATE	REDEMPTION PRICE	CUSIP
7/15/2020	\$ 215,000	4.000%	100%	476576BH5
7/15/2021	225,000	4.000	100%	476576BJ1
7/15/2022	240,000	4.000	100%	476576BK8
7/15/2023	250,000	4.000	100%	476576BL6
7/15/2024	260,000	4.125	100%	476576BM4
7/15/2029	1,515,950	5.000	100%	476576BS1

Qualified Water Refunding Bonds, Series 2006D, dated March 30, 2006

DATE	PRINCIPAL	INTEREST RATE	REDEMPTION PRICE	CUSIP
9/1/2017	\$ 990,000	4.000%	100%	4765752E4
9/1/2018	1,030,000	4.000%	100%	4765752F1
9/1/2019	1,075,000	4.000%	100%	4765752G9
9/1/2020	1,115,000	4.000%	100%	4765752H7
9/1/2021	1,160,000	4.125%	100%	4765752J3
9/1/2022	1,210,000	4.125%	100%	4765752K0

EXHIBIT B

GOVERNMENT OBLIGATIONS

Tax Exempt Account

Taxable Account

EXHIBIT C

ESCROW FUND SUMMARY

EXHIBIT D
NOTICE OF REFUNDING

**CITY OF JERSEY CITY,
IN THE COUNTY OF HUDSON, STATE OF NEW JERSEY**

NOTICE IS HEREBY GIVEN to the holders of the bonds issued by the City of Jersey City, in the County of Hudson, State of New Jersey (the "City") listed below (the "Refunded Bonds"), of the refunding by the City on _____, 2015:

Qualified General Improvement Bonds, Series 2009, dated February 10, 2009

DATE	PRINCIPAL	INTEREST RATE	REDEMPTION PRICE	CUSIP
1/15/2020	\$1,975,000	5.000%	100%	476576AL7
1/15/2021	2,065,000	5.000	100%	476576AM5
1/15/2022	2,160,000	5.000	100%	476576AN3
1/15/2023	2,260,000	5.000	100%	476576AP8
1/15/2024	2,365,000	5.000	100%	476576AQ6
1/15/2025	2,475,000	5.000	100%	476576AR4
1/15/2026	2,595,000	5.000	100%	476576AS2
1/15/2027	2,715,000	5.000	100%	476576AT0
1/15/2028	2,840,000	5.000	100%	476576AU7
1/15/2029	2,968,000	5.000	100%	476576AV5

**Qualified General Improvement Bonds (Parking Authority Project),
Series 2009A, dated December 30, 2009**

DATE	PRINCIPAL	INTEREST RATE	REDEMPTION PRICE	CUSIP
7/15/2020	\$ 215,000	4.000%	100%	476576BH5
7/15/2021	225,000	4.000	100%	476576BJ1
7/15/2022	240,000	4.000	100%	476576BK8
7/15/2023	250,000	4.000	100%	476576BL6
7/15/2024	260,000	4.125	100%	476576BM4
7/15/2029	1,515,950	5.000	100%	476576BS1

Qualified Water Refunding Bonds, Series 2006D, dated March 30, 2006

DATE	PRINCIPAL	INTEREST RATE	REDEMPTION PRICE	CUSIP
9/1/2017	\$990,000	4.000%	100%	4765752E4
9/1/2018	1,030,000	4.000%	100%	4765752F1
9/1/2019	1,075,000	4.000%	100%	4765752G9
9/1/2020	1,115,000	4.000%	100%	4765752H7
9/1/2021	1,160,000	4.125%	100%	4765752J3
9/1/2022	1,210,000	4.125%	100%	4765752K0

There has been deposited with _____, _____, as escrow agent (the "Escrow Agent"), moneys and direct non-callable obligations of the United States of America (the "Government Obligations"), the principal and interest on which, together with the moneys deposited with the Escrow

Agent, are sufficient to pay when due the principal and Redemption Premium (if any) of and the interest due and to become due on the Refunded Bonds on and prior to the respective Maturity Dates or earlier Redemption Date thereof (as the case may be).

_____ as Escrow Agent for the City of Jersey City

By: _____
Name:
Title

EXHIBIT E-1

NOTICE OF REDEMPTION

**CITY OF JERSEY CITY,
IN THE COUNTY OF HUDSON, STATE OF NEW JERSEY**

NOTICE IS HEREBY GIVEN to the holders of the bonds of the City of Jersey City, in the County of Hudson, State of New Jersey (the "City") listed below (the "Bonds to be Redeemed"), of the redemption by the City on January 15, 2019 (the "Redemption Date") of said Bonds to be Redeemed:

Qualified General Improvement Bonds, Series 2009, dated February 10, 2009

DATE	PRINCIPAL	INTEREST RATE	REDEMPTION PRICE	CUSIP
1/15/2020	\$1,975,000	5.000%	100%	476576AL7
1/15/2021	2,065,000	5.000	100%	476576AM5
1/15/2022	2,160,000	5.000	100%	476576AN3
1/15/2023	2,260,000	5.000	100%	476576AP8
1/15/2024	2,365,000	5.000	100%	476576AQ6
1/15/2025	2,475,000	5.000	100%	476576AR4
1/15/2026	2,595,000	5.000	100%	476576AS2
1/15/2027	2,715,000	5.000	100%	476576AT0
1/15/2028	2,840,000	5.000	100%	476576AU7
1/15/2029	2,968,000	5.000	100%	476576AV5

On such Redemption Date there shall become due and payable at the principal corporate office of _____ the principal amount of each Bond to Be Redeemed, together with interest accrued thereon to the Redemption Date at a redemption price of 100%. From and after the Redemption Date, interest on the Bonds to Be Redeemed shall cease to accrue and to be payable to the holders entitled to payment thereof upon such redemption.

_____, as Escrow Agent for the City of
Jersey City

By: _____
Name:
Title:

Special Tax Notice: Under certain circumstances, under Federal law, payments to bondholders may be subject to "backup withholding" at a rate equal to the fourth lowest rate of tax applicable under Section 1(c) of the Code. This withholding generally applies if the owner (i) fails to furnish such owner's social security number or other taxpayer identification number ("TIN"), (ii) furnishes to the payor an incorrect TIN, (iii) fails to properly report interest, dividends or other "reportable payments" as defined in the Code, or (iv) under certain circumstances, fails to provide the payor or such owner's securities broker with a certified statement, signed under penalties of perjury, that the TIN is correct and that such holder of the Bonds is not subject to backup withholding. Owners of the Bonds should consult their own tax advisors as to their qualification for backup withholding and the procedures for exemption.

Dated: _____, 201_

EXHIBIT E-2

NOTICE OF REDEMPTION

**CITY OF JERSEY CITY,
IN THE COUNTY OF HUDSON, STATE OF NEW JERSEY**

NOTICE IS HEREBY GIVEN to the holders of the bonds of the City of Jersey City, in the County of Hudson, State of New Jersey (the "City") listed below (the "Bonds to be Redeemed"), of the redemption by the City on July 15, 2019 (the "Redemption Date") of said Bonds to be Redeemed:

**Qualified General Improvement Bonds (Parking Authority Project),
Series 2009A, dated December 30, 2009**

DATE	PRINCIPAL	INTEREST RATE	REDEMPTION PRICE	CUSIP
7/15/2020	\$ 215,000	4.000%	100%	476576BH5
7/15/2021	225,000	4.000	100%	476576BJ1
7/15/2022	240,000	4.000	100%	476576BK8
7/15/2023	250,000	4.000	100%	476576BL6
7/15/2024	260,000	4.125	100%	476576BM4
7/15/2029	1,515,950	5.000	100%	476576BS1

On such Redemption Date there shall become due and payable at the principal corporate office of _____ the principal amount of each Bond to Be Redeemed, together with interest accrued thereon to the Redemption Date at a redemption price of 100%. From and after the Redemption Date, interest on the Bonds to Be Redeemed shall cease to accrue and to be payable to the holders entitled to payment thereof upon such redemption.

_____, as Escrow Agent for the City of
Jersey City

By: _____

Name: _____

Title: _____

Special Tax Notice: Under certain circumstances, under Federal law, payments to bondholders may be subject to "backup withholding" at a rate equal to the fourth lowest rate of tax applicable under Section 1(c) of the Code. This withholding generally applies if the owner (i) fails to furnish such owner's social security number or other taxpayer identification number ("TIN"), (ii) furnishes to the payor an incorrect TIN, (iii) fails to properly report interest, dividends or other "reportable payments" as defined in the Code, or (iv) under certain circumstances, fails to provide the payor or such owner's securities broker with a certified statement, signed under penalties of perjury, that the TIN is correct and that such holder of the Bonds is not subject to backup withholding. Owners of the Bonds should consult their own tax advisors as to their qualification for backup withholding and the procedures for exemption.

Dated: _____, 201_

EXHIBIT E-3

NOTICE OF REDEMPTION

**CITY OF JERSEY CITY,
IN THE COUNTY OF HUDSON, NEW JERSEY**

NOTICE IS HEREBY GIVEN to the holders of the bonds of the City of Jersey City, in the County of Hudson, New Jersey (the "City") listed below (the "Bonds to be Redeemed"), of the redemption by the City on September 1, 2016 (the "Redemption Date") of said Bonds to be Redeemed:

Qualified Water Refunding Bonds, Series 2006D, dated March 30, 2006

DATE	PRINCIPAL	INTEREST RATE	REDEMPTION PRICE	CUSIP
9/1/2017	\$990,000	4.000%	100%	4765752E4
9/1/2018	1,030,000	4.000%	100%	4765752F1
9/1/2019	1,075,000	4.000%	100%	4765752G9
9/1/2020	1,115,000	4.000%	100%	4765752H7
9/1/2021	1,160,000	4.125%	100%	4765752J3
9/1/2022	1,210,000	4.125%	100%	4765752K0

On such Redemption Date there shall become due and payable at the principal corporate office of _____ the principal amount of each Bond to Be Redeemed, together with interest accrued thereon to the Redemption Date at a redemption price of 100%. From and after the Redemption Date, interest on the Bonds to Be Redeemed shall cease to accrue and to be payable to the holders entitled to payment thereof upon such redemption.

_____, as Escrow Agent for the City of
Jersey City

By:

Name: _____

Title: _____

Special Tax Notice: Under certain circumstances, under Federal law, payments to bondholders may be subject to "backup withholding" at a rate equal to the fourth lowest rate of tax applicable under Section 1(c) of the Code. This withholding generally applies if the owner (i) fails to furnish such owner's social security number or other taxpayer identification number ("TIN"), (ii) furnishes to the payor an incorrect TIN, (iii) fails to properly report interest, dividends or other "reportable payments" as defined in the Code, or (iv) under certain circumstances, fails to provide the payor or such owner's securities broker with a certified statement, signed under penalties of perjury, that the TIN is correct and that such holder of the Bonds is not subject to backup withholding. Owners of the Bonds should consult their own tax advisors as to their qualification for backup withholding and the procedures for exemption.

Dated: _____, 201_

10/10/2010 10:10:10 AM
10/10/2010 10:10:10 AM
10/10/2010 10:10:10 AM

EXHIBIT F

VERIFICATION REPORT

10/10/2010 10:10:10 AM
10/10/2010 10:10:10 AM
10/10/2010 10:10:10 AM

10/10/2010 10:10:10 AM
10/10/2010 10:10:10 AM
10/10/2010 10:10:10 AM

EXHIBIT G

PARTY

Archer & Greiner P.C.
Riverview Plaza
10 Highway 35
Red Bank, New Jersey 07701
Attn: John Cantalupo, Esq.
(732) 268-8009

AMOUNT
\$ _____
(Bond Counsel,
including disbursements)

NW Financial Group
2 Hudson Place
Hoboken, New Jersey 07030
Attn: Bryan Morris
(201) 656-0115

\$ _____
(Financial Advisor)

\$ _____
(Paying/Escrow Agent)

\$ _____
(Auditor/Verification Agent)

Digital Assurance Certification (DAC)
390 N. Orange Avenue
Suite 1750
Orlando, Florida 32801
Attn: Diana O'Brien
(407) 515-1100

\$ _____
(Disclosure Agent)

\$ _____
(Printer)

Moody's Investors Service, Inc.
P.O. Box 102597
Atlanta, Georgia 303368-0597
Ref: City of Jersey City (P0181285)

\$ _____
(Rating Agency)

Standard & Poor's
2542 Collection Center Drive
Chicago, Illinois 60693
Ref: City of Jersey City (10380142)

\$ _____
(Rating Agency)

Miscellaneous For Publications
Of Notices Etc.

Not To Exceed
\$ _____

TOTAL

\$ _____

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

City Clerk File No. Res. 16.096

Agenda No. 10.6

Approved: FEB 24 2016



TITLE:

RESOLUTION AUTHORIZING THE JERSEY CITY DEPARTMENT OF RECREATION TO ACCEPT A MONETARY GIFT FROM THE HONEY AND MOON PHOTOGRAPHY COMPANY TO SUPPORT THE JERSEY CITY DEPARTMENT OF RECREATION'S YOUTH BOXING PROGRAM

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

WHEREAS, the Jersey City Department of Recreation has established a Youth Boxing Program which operates daily at Middle School # 7 as an After School activity for youth whose ages range from 7 through 18; and

WHEREAS, the interest to teach youngsters the art of boxing has increased along with the public concern that children should have positive outlets to prevent them from being exposed and susceptible to negative social influences; and

WHEREAS, boys and girls throughout the City of Jersey City who are participating in this popular afterschool activity are enthusiastic about being trained, attend instructional clinics, and engage in competitions; and

WHEREAS, each volunteer coaching staff member provide participating youngsters with daily attention that supports character development and the acquisition of skills to build their individual proficiencies in the sport of boxing; and

WHEREAS, these youngsters are experiencing wide community support amongst family, friends, and sport enthusiasts who have attended exhibitions and viewed several online video presentations; and

WHEREAS, representatives of the Honey and Moon Photography Company, located in Jersey City, has witnessed the outstanding work and dedication of both the coaches and youth to the boxing program; and

WHEREAS, to promote greater public awareness for this recreational after school activity, Jersey City's Honey and Moon Photography Company's website has a five page article about the Jersey City Department of Recreation Youth Boxing program that includes photos of the coaches and youngsters; and

WHEREAS, to further demonstrate their support and desire for the boxing program's successful growth and development the Honey and Moon Photography Company wishes to make a monetary donation to the Department of Recreation Youth Boxing Program in the amount of \$250.00 to help meet expenses associated with purchasing training equipment and supplies; and

WHEREAS, the City of Jersey City is authorized to accept gifts pursuant to N.J.S.A. 40A:5-29 of the Local Fiscal Affairs Law; and

TITLE:

RESOLUTION AUTHORIZING THE JERSEY CITY DEPARTMENT OF RECREATION TO ACCEPT A MONETARY GIFT FROM THE HONEY AND MOON PHOTOGRAPHY COMPANY TO SUPPORT THE JERSEY CITY DEPARTMENT OF RECREATION'S YOUTH BOXING PROGRAM

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

1. The City hereby accepts the generous donation by the Honey and Moon Photography Company for the Jersey City Department of Recreation Youth Boxing Program; and
2. The Honey and Moon Photography Company is hereby thanked for their public generosity.

SS

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: _____

Business Administrator

Corporation Counsel

Certification Required

Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE <u>2.24.16</u>											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

Roldo 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 DEPARTMENT OF RECREATION TO ACCEPT A MONETARY GIFT FROM THE HONEY AND MOON PHOTOGRAPHY COMPANY TO SUPPORT THE JERSEY CITY DEPARTMENT OF RECREATION'S YOUTH BOXING PROGRAM

Initiator

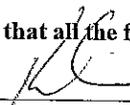
Department/Division	Department of Recreation	
Name/Title	Joseph Iwuala Fiscal Officer	Fiscal Officer
Phone/email	(201)547-4446	jiwuala@jenj.org

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

Resolution Purpose

1. Donation of funds will support the sponsorship and operation of the Jersey City Department of Recreation's Youth Boxing Program.
2. Funds will be used to purchase sports equipment/supplies for training youngsters.
3. To continue providing youngsters with a supervised after school activity and a safe haven location.

I certify that all the facts presented herein are accurate.



Signature of Department Director

2/11/16

Date

Dan Wiley

From: Angela Rivera
Sent: Tuesday, February 02, 2016 12:50 PM
To: Dan Wiley
Subject: FW: Youth Boxing Program Sponsorship

From: Honey and Moon Photography [<mailto:honeyandmoonphotography@gmail.com>]
Sent: Sunday, January 17, 2016 3:26 PM
To: Angela Rivera; Kevin Williamson
Subject: Youth Boxing Program Sponsorship

Hello Angel a and Kevin,

Thank you again so much for hosting us last Tuesday, we stayed till the end! We are honored to be working with the Youth Boxing Program of Jersey City. Please let us know the official title.

We are a small business and we are also very new, but we'd like to offer \$250 at this time to go towards helping the program in any way possible. Who can we make the check out to?

Also, we are excited to shoot some promotional video and photography for the program to help them fundraise and raise awareness about the importance of this program.

I'm going back on Tuesday to get some information for a write up we are doing, and we are looking forward to this relationship and helping the program grow as much as possible!

Thank you again for your time and assistance,

Tracey and Eric

Professional and Fun Wedding Photography!
www.honeyandmoonphotography.com
551-200-7364

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HONEY and MOON (<http://www.honeyandmoonphotography.com/>) PHOTOGRAPHY



(<http://www.honeyandmoonphotography.com/jcboxing/>)

Community Boxing Program Has World Champ Class

January 27, 2016 / Community Service

(<http://www.honeyandmoonphotography.com/category/community-service/>), Jersey City (<http://www.honeyandmoonphotography.com/category/jersey-city/>) / 0 Comments (<http://www.honeyandmoonphotography.com/jcboxing/#respond>)

Immediately upon entering the Jersey City Recreation Boxing League (<http://cityofjerseycity.com/boxing/>), you forget that you are in a back room of the Franklin Williams Middle School (M.S. 7) on Laidlaw Avenue. A regulation sized boxing ring stands majestically in a room lined with punching bags, weight machines and other boxing apparatus while young men and women between the ages of 8 and 17 jump rope and shadow box. Accompanying the scents you might normally find in a boxing gym, there is a strong sense of camaraderie, community and dedication.

In the middle of all of this organized fury is Luis "Mosquito" Gonzalez, a life long Jersey City resident who is slowly but surely realizing his dream of opening up a free boxing gym in the city. One of the founders of the Roberto Clemente Little League in downtown Jersey City, as well as a community organizer with a long history of giving back in Jersey City, Mosquito launched the boxing program in Jersey City two years ago with the help of volunteers Jason Cruize, Robert Rosario and his son Luis Gonzalez, Jr.

"Money," he begins, "we didn't have it. I started going to different locations, and getting the kids involved, just putting on gloves, to see how far we can go. I brought up the idea of a boxing program to elected officials, council members, and the mayor, and they loved the idea," Mosquito explained.

- TAGS

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wedding

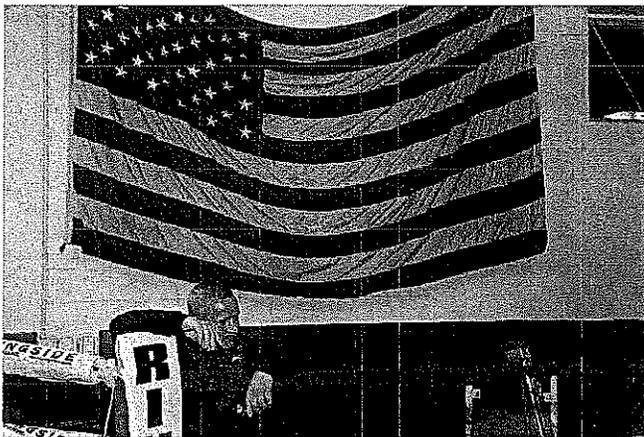


(<http://www.honeyandmoonphotography.com/tag/wedding/>)
 The modest roots of the program are born from a long history of boxing in Jersey City, inspired by the likes of Jimmy Dupree, the former light

heavyweight champion who ran a boxing program in Greenville. "I wanted to follow in his footsteps," says Mosquito.

While Mosquito is speaking, his eyes are all over the gym, monitoring drills and combos, motioning to some boxers to move their bags off the ring, to another young boxer to pick up a hoodie off the floor. The young boxer hesitates, but only for a milli-second before picking up the hoodie. It's evident in the way the all volunteer league runs that the notion of "that's not my job" does not exist here.

Through talking to and soliciting advice from established boxers in Jersey City and Puerto Rico like Tito Trinidad, Miguel Cotto, and Jose Rosario to name a few, Mosquito learned the ropes of making the program "legit" or getting certified through the proper channels. Some of the young boxers have their books which allow them to compete in tournaments.



Luis "Mosquito" Gonzalez, founder of the Jersey City Boxing Program.

"What I've learned in this program is about putting your hands up, making sure that you don't twist your foot or bend down too much because if you punch, you're not gonna get the right direction of punching," explains Rahul Rahim, a 10 year old who has been in the program for a year. "And when you're fighting, you can't push the person too hard. If you push the person too hard, you'll knock them to the ground."

The coaches are all volunteers. Brendan Montenegro, helps out where ever Mosquito needs him and his wife, Karen Matos tutors students who are struggling academically. Brendan started volunteering after training with Mosquito for a charity boxing competition. A month later he brought in his son Ethan, who, after less than a year in the program, is going to compete in the 2016 Silver Gloves Nationals in Independence, Missouri, representing the east coast region, on February 3rd, 2016.



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(<http://www.honeyandmoonphotography.com/tag/wedding-professionals-2/>) wedding songs

(<http://www.honeyandmoonphotography.com/tag/wedding-songs/>) wedding tips

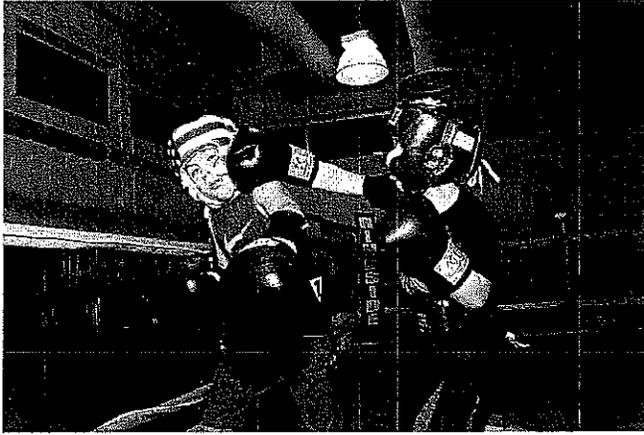
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"The first time I was in the ring, I was scared and nervous," confessed Ethan, 9 years old and a member of the program since May 2015. Named "Kid Thunder" after Arturo Gatti, another Jersey City boxing champ, he said, "I thought I was going to die. Now I feel like I could beat up everybody." When asked where he sees himself in 5 years, he says, "probably on tv a lot, boxing and on talking shows about boxing."



Ethan weathers a punch sparring before his trip to the Nationals in Independence, Missouri on Feb. 3, 2016.

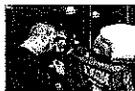
The program is open to the public, and right now trains about 60 students from the area. Jennifer Diaz, 13, joined in September after she learned about it from a friend, Covadonga Insuasti. When asked if she was intimidated to go to a predominantly male work out area, she says, "I didn't care about boys, I want to know how to defend myself in case someone wants to fight. In the ring, I feel a little nervous, but I'm like, 'you can do this.' I know that if I get hurt, everything is going to fall away." After Jennifer joined, her mom signed up her little brother, Luis, who is 9 years old.

"If I fail a test, or if I'm mad at someone, I don't punch somebody, I just use this as a way to get my anger out," she added.

Covadonga, a 13 year old who spars like she's been in the program much longer than 6 months said, "I wasn't nervous because of the male dominance, I was nervous because of the fighting. I still get butterflies, but if I don't win, I don't win. I'll get better next time. Mosquito or Roland, people that volunteer, they support you. If they see that you're doing something wrong, if you're not punching right, they always show you how to do it correctly."



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"The street is a different game," laments Mosquito. "Many years ago, we used to fight in the street. We all used to shake hands at the end of the day. Now you can't even look at any kids in the street, kids don't want to fight one on one, they fight in groups."

Mosquito and his team of volunteers are looking for a way to get their own space so the gym can be open 6 days a week, all day long. Currently, the gym is hosted at M.S. 7, but, as it's housed in a building run by the Jersey City Board of Education, the gym is subject to being open only during certain hours, which at this point, doesn't include weekends. "I see all this young people," said Mosquito, making a motion to include the neighborhoods throughout the city. "We could save their lives using this gym."

Fabio Cruz, a life long boxing fan, enrolled his son in the program in September. He cites discipline as one of the many things his son learns. "He's only 10 right now, but I see kids his age walking outside at 8 or 9 pm instead of being at home or being productive, they start at a young age on the streets. This is a great program."

"On the streets you're not really learning anything, you're not even learning how to defend yourself. The ways these kids are learning to defend themselves these days is with weapons," says Montenegro. "There are a few kids in here who were hotheads, they didn't want to listen to anybody. Now they come in, they're respectful, they look everyone in their face, they shake hands, which is exactly what we want in life for these kids."



<http://www.honeyancontent/uploads/2016>



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<http://www.honeyancontent/uploads/2016>



<http://www.honeyancontent/uploads/2016>

As a small business in Jersey City, Honey and Moon Photography is proud to sponsor the Jersey City Recreation Boxing League and be a small part of the tremendous work Mosquito and his team are doing. Honey and Moon Photography is looking forward to helping the program raise funds and encourages other residents and small businesses to help the program continue the tradition of boxing in Jersey City.

"At the end of the day, we may have one or two kids who will go pro, one or two kids who will become champions," explains Montenegro. "But every last one of them walks into this gym, as long as they stick with us, even if they're not a world champion at boxing, they'll be a world champion at life."



The boxing program serves as a community hub for youth in Jersey City.

To help the Jersey City Recreation Boxing League continue to grow, please contact the Department of Recreation at 201-547-6886 or 201-547-4392.

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About the author

tnluz2014:

0 Comments

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

City Clerk File No. Res. 16.097

Agenda No. 10.H

Approved: FEB 24 2016



TITLE:

RESOLUTION AUTHORIZING A GRANT APPLICATION TO THE NEW JERSEY DEPARTMENT OF LAW AND PUBLIC SAFETY, DIVISION OF HIGHWAY TRAFFIC SAFETY FOR THE 2017 JERSEY CITY POLICE DEPARTMENT COMPREHENSIVE TRAFFIC SAFETY PROGRAM

COUNCIL
following resolution.

Offered and moved adoption of the

WHEREAS, the need to enforce and increase awareness in the areas of Pedestrian Safety, Aggressive Driving, Seatbelt Enforcement, and Driving While Intoxicated is essential to all motorists and pedestrians in Jersey City; and

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

WHEREAS; the Jersey City Police Department has developed a combination of enforcement and educational initiatives to increase motorists and pedestrian awareness; and

WHEREAS, the Jersey City Police Department desires to apply for reimbursement grant funding to be utilized for overtime funding during the time period of October 1, 2016 to September 30, 2017; and

WHEREAS, police overtime will be utilized to implement various enforcement strategies to increase safety and raise awareness to motorist and pedestrians; and

WHEREAS, the New Jersey Department of Law and Public Safety will determine the final grant award for the Jersey City Police Department upon review of Jersey City's application.

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

1. The City of Jersey City is authorized to submit an application to the Department of Law, Division of Highway Traffic Safety, and
2. The funds will be used to reimburse for overtime patrols and purchase commodities to promote education and enforcement for pedestrian safety, aggressive driving, seatbelt enforcement, and driving while intoxicated endeavors.

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

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

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 2.24.16											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

[Signature]
 Rolando R. Lavarro, Jr., President of Council

[Signature]
 Robert Byrne, City Clerk

RESOLUTION FACT SHEET - CONTRACT AWARD

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

Full Title of Ordinance/Resolution

**RESOLUTION AUTHORIZING A GRANT APPLICATION TO THE NEW JERSEY
DEPARTMENT OF LAW AND PUBLIC SAFETY, DIVISION OF HIGHWAY TRAFFIC SAFETY
FOR THE FY 2017 JERSEY CITY POLICE DEPARTMENT COMPREHENSIVE TRAFFIC
SAFETY PROGRAM**

Project Manager

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

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

Contract Purpose

The Jersey City Police Department would like to apply for the New Jersey Division of Highway Traffic Safety 2017 Grant 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.

Commodities will also be used to purchase children’s activity books that will help spread safety messages to children when Community Relations Officers go to the schools and conduct traffic safety presentations.

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

I certify that all the facts presented herein are accurate.

Jerome Cole
Signature of Department Director

2/4/16
Date

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

City Clerk File No. Res. 16.098

Agenda No. 10.1

Approved: FEB 24 2016



TITLE: RESOLUTION ACCEPTING GRANT FUNDS FOR THE 2016 RECYCLING TONNAGE GRANT FROM THE NEW JERSEY DEPARTMENT OF ENVIRONMENTAL PROTECTION

COUNCIL offered and moved adoption of the following resolution:

WHEREAS, the Mandatory Source Separation and Recycling Act, P.L.1987, c. 102 has established a recycling fund from which tonnage grants are made to municipalities in order to encourage local source separation and recycling programs; and

WHEREAS, it is the intent and the spirit of the Mandatory Source Separation and Recycling Act to use the tonnage grants to develop new municipal recycling programs and to continue and to expand existing programs; and

WHEREAS, the New Jersey Department of Environmental Protection has promulgated recycling regulations to implement the Mandatory Source Separation and Recycling Act; and

WHEREAS, the City of Jersey City designates the Jersey City Department of Public Works to ensure that the recycling regulations imposed on municipalities as a condition of the tonnage grants, including but not limited to, making and keeping accurate, verifiable records of materials collected and claimed by the municipality are followed; and

WHEREAS, a resolution accepting the funds in the amount of \$15,975.00 for such tonnage grant will memorialize the commitment of the City of Jersey City to recycling and to initiate the assent of the City Council to the efforts undertaken by the municipality and the requirements outlined in the Recycling Act and recycling regulation.

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City that the City of Jersey City hereby accepts the funds of \$15,975.00 from the New Jersey Department of Environmental Protection for the 2016 Recycling Tonnage Grant and the Office of Management and Budget is hereby authorized to establish the proper account for these funds.

MR/sb
February 10, 2016

APPROVED: *Mark Reginald* 2/11/16

APPROVED AS TO LEGAL FORM
[Signature]
Corporation Counsel

APPROVED: *[Signature]*
Business Administrator

Certification Required
Not Required
APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 2 24 16											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

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

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

[Signature]
Rolan R. Lavarro, Jr., President of Council

[Signature]
Robert Byrne, City Clerk

RESOLUTION FACT SHEET - CONTRACT AWARD

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

Full Title of Ordinance/Resolution

RESOLUTION ACCEPTING GRANT FUNDS FOR THE 2016 RECYCLING TONNAGE GRANT FROM THE NEW JERSEY DEPARTMENT OF ENVIRONMENTAL PROTECTION

Project Manager

Department/Division	DPW	Director's Office
Name/Title	Mark Redfield	DPW Director
Phone/email	201-547-4400	markr@jcnj.org

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

The purpose of this resolution is to:

- ✦ Accept grants funds for recycling tonnage
- ✦ Grant amount is \$15,975.00
- ✦ This grant will help with adding recycling receptacles in public spaces
- ✦ Approximate tonnage to be recycled per year (364 tons per 100 bins)

Cost (Identify all sources and amounts)

Contract term (include all proposed renewals)

Type of award Resolution (Grants)

If "Other Exception", enter type

Additional Information

I certify that all the facts presented herein are accurate.


Signature of Department Director

2-11-16
Date



State of New Jersey

DEPARTMENT OF ENVIRONMENTAL PROTECTION
SITE REMEDIATION
Mail Code 401-06
P. O. Box 420
Trenton, New Jersey 08625-0420
Tel. #: 609-292-1250
Fax #: 609-777-1914

CHRIS CHRISTIE
Governor

KIM GUADAGNO
Lt. Governor

BOB MARTIN
Commissioner

Mayor Steven Fulop
Jersey City
280 Grove Street, City Hall
Jersey City, NJ 07302-3698

January 29, 2016

Dear Mayor Fulop,

As you are aware, in May of 2015 the Department of Environmental Protection (Department) announced the availability of \$400,000 in recycling Bonus Grant funds through the Recycling Tax established in the Recycling Enhancement Act of 2008. The Bonus Grant program targeted three areas of recycling: food waste, abandoned tires, and enhanced recycling opportunities in public spaces. Due to requests from potential applicants, the Department extended the deadline for applications to October 30, 2015.

After a careful review and analysis of all applications submitted, I am pleased to inform you that your town has received a grant in the amount of \$15,975.00 for the purpose of adding recycling receptacles in public spaces in your municipality. You will be receiving a check for that amount in the very near future.

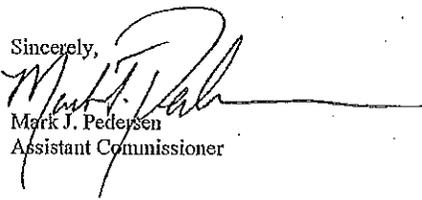
Please be advised that proof of appropriate expenditure of these funds for the purposes identified in your application is required to be submitted to the above address, c/o Mr. Joe Davis no later than January 31, 2017.

Additionally please provide the Department with two reports, one by June 30, 2016 and the second by January 31, 2017, indicating the tonnage recycled as a result of receiving this grant award.

Congratulations on your award, and thank you again for your application and interest in expanding opportunities for recycling in New Jersey.

Should you have any questions regarding this award, please contact Mr. Joe Davis at the New Jersey Department of Environmental Protection at Joseph.Davis@dep.nj.gov.

Sincerely,


Mark J. Pedersen
Assistant Commissioner

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

City Clerk File No. Res. 16-099

Agenda No. 10.J

Approved: FEB 24 2016



TITLE: RESOLUTION AUTHORIZING THE CITY OF JERSEY CITY TO ACCEPT FUNDS FROM THE NEW JERSEY DEPARTMENT OF LAW AND PUBLIC SAFETY, DIVISION OF HIGHWAY TRAFFIC SAFETY ON BEHALF OF THE POLICE DEPARTMENT TO COMBAT DRIVING WHILE INTOXICATED

COUNCIL as a whole **Offered and moved adoption**
of the following resolution

WHEREAS, Driving while intoxicated creates many dangers to all who use the streets of the City of Jersey City; and

WHEREAS, the New Jersey Department of Law and Public Safety has recognized this danger and has submitted a grant application for the Jersey City Police Department to apply for **\$12,508.32** under the **2015 Drunk Driving Enforcement Fund (DDEF)**; and

WHEREAS, the Drunk Driving Enforcement Fund administers funds to Municipalities to combat Driving While Intoxicated; and

WHEREAS, the City of Jersey City desires to combat D.W.I. and has established a Driving While Intoxicated Program; and

WHEREAS, the Division of Highway Traffic Safety has awarded the Jersey City Police Department a total of **\$12,508.32**; and

WHEREAS, the funds will be used to provide law enforcement overtime patrols to combat Driving While Intoxicated; implementing both roving patrols and D.W.I. checkpoints; and

WHEREAS, the Jersey City Police Department would like to accept the **\$12,508.32** grant award from the Division of Highway Traffic Safety's 2015 Drunk Driving Enforcement Fund.

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

1. The City of Jersey City is authorized to accept the award of **\$12,508.32** from the New Jersey Law and Public Safety for the Drunk Driving Enforcement Fund; and
2. The funds will be used for overtime patrols to combat and deter drunk driving.

APPROVED: *Jeremi Cole*

APPROVED AS TO LEGAL FORM *[Signature]*

APPROVED: *[Signature]*
 Business Administrator

[Signature]
 Corporation Counsel

Certification Required

Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 2.24.16											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

[Signature]
 Rolando R. Lavarro, Jr., President of Council

[Signature]
 Robert Byrne, City Clerk

RESOLUTION FACT SHEET - CONTRACT AWARD

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

Full Title of Ordinance/Resolution

**RESOLUTION AUTHORIZING THE CITY OF JERSEY CITY TO
ACCEPT FUNDS FROM THE NEW JERSEY DEPARTMENT OF
LAW AND PUBLIC SAFETY, DIVISION OF HIGHWAY TRAFFIC
SAFETY ON BEHALF OF THE POLICE DEPARTMENT TO COMBAT
DRIVING WHILE INTOXICATED**

Project Manager

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

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

Contract Purpose

The Jersey City Police Department was awarded the **FY 2015 Drunk Driving Enforcement Fund** for the amount of **\$12,508.32**. These funds will be used to combat drunk driving for Officers to conduct Sobriety Checkpoints and DWI Roving Patrols. Overtime salaries will be covered at 100% by DDEF funds for these specialized enforcement activities.

Cost (Identify all sources and amounts)

Grant Funds

Contract term (include all proposed renewals)

Upon receipt of funds until December 31, 2016.

Type of award

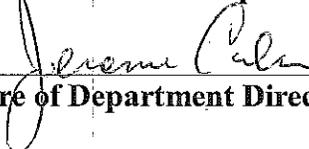
State Grant

If "Other Exception", enter type

Additional Information

Funds are to be used strictly for DWI Enforcement.

I certify that all the facts presented herein are accurate.


Signature of Department Director

2/9/16
Date



State of New Jersey

OFFICE OF THE ATTORNEY GENERAL
DEPARTMENT OF LAW AND PUBLIC SAFETY
DIVISION OF HIGHWAY TRAFFIC SAFETY
PO Box 048
TRENTON, NJ 08625-0048

JOHN J. HOFFMAN
Acting Attorney General

CHRIS CHRISTIE
Governor

KIM GUADAGNO
Lt. Governor

January 19, 2016

Director James Shea
Jersey City Police Department
1 Journal Square Plaza
Jersey City, NJ 07306

RE: Payment of DDEF FY 2015 Grant (July 1, 2014 - June 30, 2015)

Director,

Your check in the amount of \$ 12,508.32 for Drunk Driving Enforcement Fund grant for periods 121 - 124 was dated 1/8/16. The check number is AD00012413004.

If I may be of further assistance, please contact me at (609) 633-9255 or you may email me at Paul.Groffie@LPS.state.nj.us.

Sincerely,

Paul F. Groffie
DDEF Coordinator



TEL: (609)633-9300 (800) 422-3750 FAX: (609)633-9020
www.njsaferoads.com



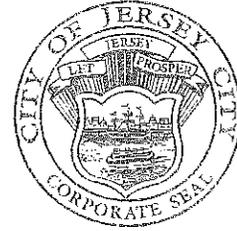
Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 16-100

Agenda No. 10.K

Approved: FEB 24 2016

TITLE:



RESOLUTION AUTHORIZING THE BUSINESS ADMINISTRATOR TO EXECUTE A DISCHARGE OF MORTGAGE AFFECTING 114 WAVERLY STREET, A/K/A BLOCK 4902, LOT 38, F/K/A BLOCK 708, LOT 15.A

COUNCIL offered and moved adoption of the following resolution:

WHEREAS, on August 2, 2005, George Canda (Borrower) executed a Note and Mortgage in favor of the City of Jersey City (City) to secure the City's loan to him in the amount of \$17,505.21 made under the Golden Neighborhoods Program; and

WHEREAS the Mortgage was recorded in Book 13328 at Page 00219 of the Register of Deeds for Hudson County on September 12, 2005; and

WHEREAS, the loan self-amortizes over ten (10) years provided the homeowner resides in the property and does not sell the property; and

WHEREAS, the mortgage affects property known as 114 Waverly Street, Jersey City, also known as Block 4902, Lot 38, f/k/a Block 708, Lot 15.A; and

WHEREAS, ten (10) years have passed since the loan was made, the owner has satisfied the affordability restriction 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 \$17,505.21 affecting 114 Waverly Street, Jersey City, also known as Block 4902, Lot 38, f/k/a Block 708, Lot 15.A.

JML/he
2/08/16

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 2.24.16											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

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

Full Title of Ordinance/Resolution

Resolution Authorizing The Business Administrator to Execute A Discharge Of Mortgage 114 Waverly Street, A.K.A. Block 4902, Lot 8 and F.K.A. Block 708, Lot 00015.A.

Initiator

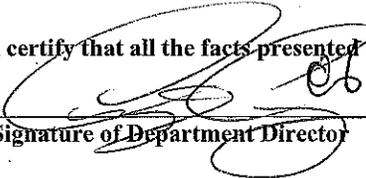
Department/Division	HEDC	Community Development
Name/Title	Rodney Hairston	Real Estate Officer
Phone/email	201-547-4793	Hairstonr@jcnj.org

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

Resolution Purpose

Discharge of City's mortgage because the owner has satisfied the affordability restriction.

I certify that all the facts presented herein are accurate.


Signature of Department Director

2/3/16
Date

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

City Clerk File No. Res. 16-101

Agenda No. 10-L

Approved: FEB 24 2016



TITLE:

A RESOLUTION SUPPLEMENTING THE MANUAL OF LOADING ZONE DESIGNATIONS OF THE CITY OF JERSEY CITY DESIGNATING A 50 FOOT LOADING ZONE ON THE NORTH SIDE OF HAGUE STREET, BEGINNING 354 FEET WEST OF CENTRAL AVENUE, MONDAY THROUGH FRIDAY, 6:00 A.M. TO 8:00 A.M.

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

WHEREAS, the provisions of N.J.S.A. 39:4-197 (3) (b) provide that the Director of Architecture, Engineering, Traffic and Transportation (Director) of the Municipality may make and promulgate regulations designating; amending; and/or deleting loading zones; and

WHEREAS, the provisions of Section 3-46(A)(D)(6) of the Traffic Code of the City of Jersey City provide that the Director may make and promulgate such regulations subject to Municipal Council approval by resolution; and

WHEREAS, the Director has proposed, for the purpose of increasing the flow of traffic and improving vehicular and pedestrian safety, that the attached regulation (No. 15-090A) be promulgated designating a loading zone at the location described therein.

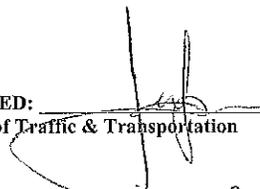
NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of the City of Jersey City; that

a. The attached regulation shall be a part of the Manual of Loading Zone Designations of the City of Jersey City designating a loading zone at the following location:

(Reg. 15-090A) Hague Street, north side, beginning 354 feet west of Central Avenue and extending to a point 50 feet westerly, Monday through Friday, 6:00 a.m. to 8:00 a.m.

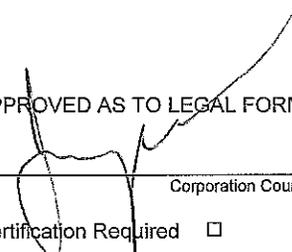
b. A copy of each regulation shall be kept on file by the City Clerk for public inspection

c. The regulation shall take effect at the time and in the manner as provided by law.

APPROVED: 
Director of Traffic & Transportation

APPROVED: 
Municipal Engineer

APPROVED: 
Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel

Certification Required

Not Required

JDS:pcl
(2.09.16)

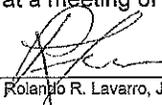
APPROVED 9-0

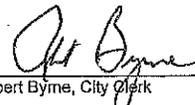
RECORD OF COUNCIL VOTE ON FINAL PASSAGE 2.24.16											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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


Rolando R. Lavarro, Jr., President of Council


Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

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

Full Title of Resolution

A RESOLUTION SUPPLEMENTING THE MANUAL OF LOADING ZONE DESIGNATIONS OF THE CITY OF JERSEY CITY DESIGNATING A 50 FOOT LOADING ZONE ON THE NORTH SIDE OF HAGUE STREET, BEGINNING 354 FEET WEST OF CENTRAL AVENUE, MONDAY THROUGH FRIDAY, 6:00 A.M. TO 8:00 A.M.

Initiator

Department/Division	Administration	Engineering, Traffic and Transportation
Name/Title	Joao D'Souza at the request of Celeste Quintana, Owner/Operator, McDonalds, 737 Secaucus Road (Heights Plaza), JCNJ 201998.7120	Director of Traffic & Transportation
Phone/email	201.547.4470	JOAO@jcnj.org

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

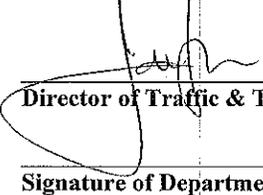
Resolution Purpose

DESIGNATING A 50 FOOT LOADING ZONE ON THE NORTH SIDE OF HAGUE STREET, BEGINNING 354 FEET WEST OF CENTRAL AVENUE, MONDAY THROUGH FRIDAY, 6:00 A.M. TO 8:00 a.m.

The loading zone will facilitate deliveries to and from the McDonalds located in the Heights Plaza.

The loading zone fee in the amount of \$300.00 will be paid by McDonalds, \$75.00 per loading zone sign and u-post installation. This loading zone will require the installation of 2 u-posts and 2 loading zone signs.

I certify that all the facts presented herein are accurate.



Director of Traffic & Transportation

2/10/16

Date

Signature of Department Director

Date



STEVEN M. FULOP
MAYOR OF JERSEY CITY

CITY OF JERSEY CITY
DEPARTMENT OF ADMINISTRATION
DIVISION OF ARCHITECTURE, ENGINEERING,
TRAFFIC & TRANSPORTATION
JERSEY CITY MUNICIPAL SERVICES COMPLEX
13-15 Linden Avenue East, Jersey City, New Jersey 07305
201-547-4470 office



ROBERT KAKOLESKI
BUSINESS ADMINISTRATOR

Regulation 15-090A

February 9, 2016

**LOADING ZONE REGULATION - AMENDED
DESIGNATED**

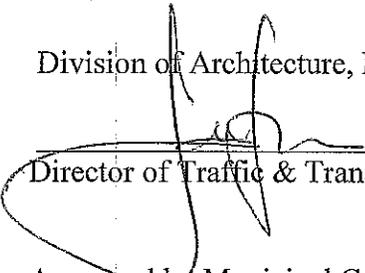
In accordance with the provisions of N.J.S.A. 39:4-197 (3) (b) and Section 3-46 (A) (D) (6) of the Jersey City Municipal Code, the following location is hereby DESIGNATED as a loading zone.

Hague Street – North Side

Beginning at a point approximately 354 feet west of Central Avenue and extending to a point 50 feet westerly therefrom.

Time: : Monday through Friday
6:00 a.m. to 8:00 a.m.

Division of Architecture, Engineering, Traffic and Transportation



Director of Traffic & Transportation

Approved by Municipal Council Resolution:

Date: _____

35 Hague St

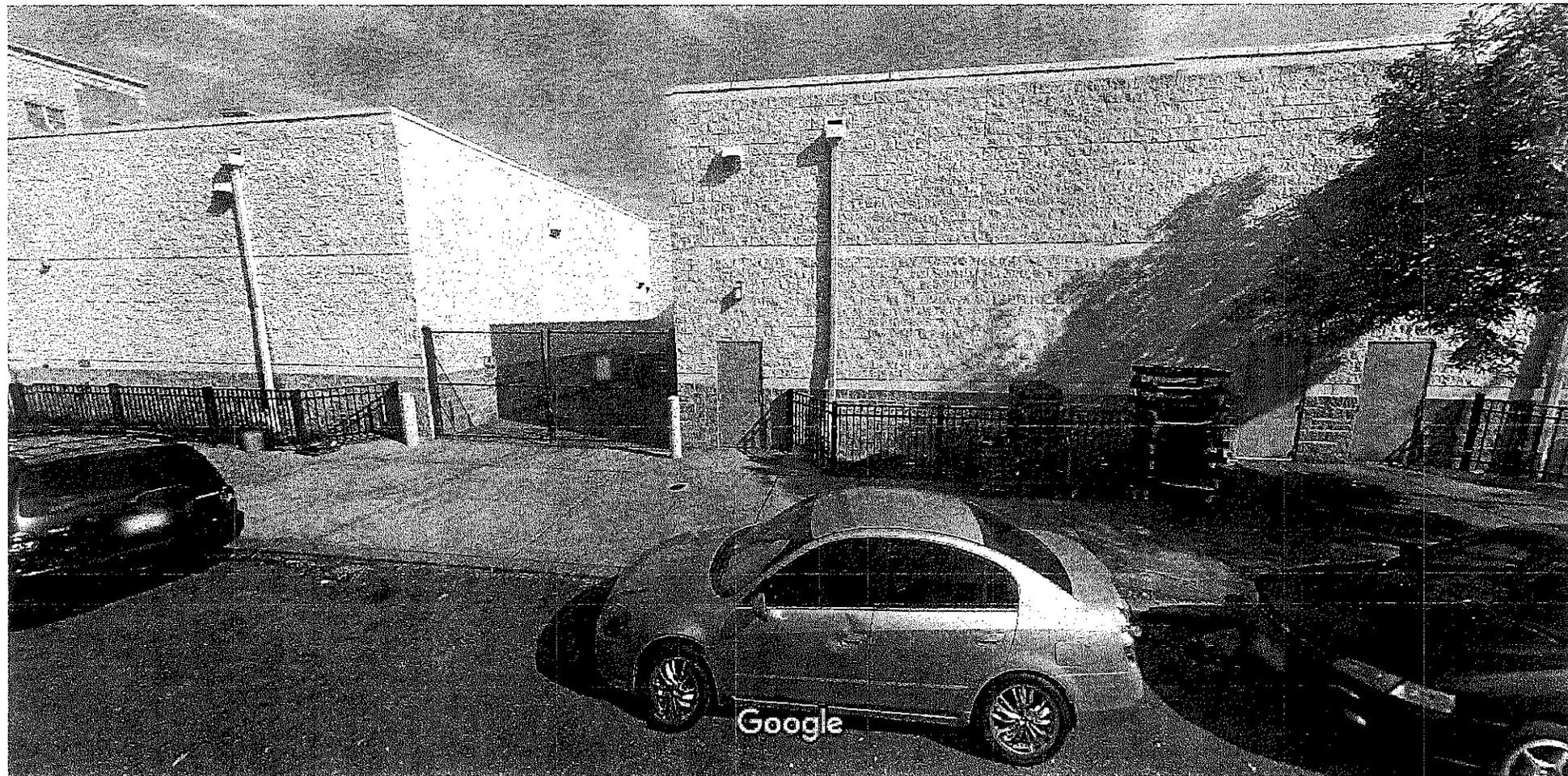


Image capture: Oct 2012 © 2016 Google

Jersey City, New Jersey

Street View - Oct 2012

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

City Clerk File No. Res. 16-102

Agenda No. 10-M

Approved: FEB 24 2016



TITLE:

A RESOLUTION AUTHORIZING THE CLOSING OF A MUNICIPAL STREET(S), EXCHANGE PLACE BEGINNING 6:00 A.M. AND ENDING 4:00 P.M. SATURDAY, APRIL 23, 2016 AT THE REQUEST OF CITY CHALLENGE RACE FOR THE PURPOSE OF THE CITY CHALLENGE RACE

WHEREAS, the Division of Engineering, Traffic and Transportation has received an application from City Challenge Race to close Exchange Place beginning 6:00 a.m. and ending 4:00 p.m. Saturday, April 23, 2016 for the purpose of the City Challenge Race; and

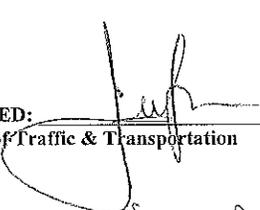
WHEREAS, in accordance with the provisions of Section 296-71 and 296-72, a street may be temporarily closed for a block party or any recreational event to be conducted within an area not exceeding one city block under certain conditions;

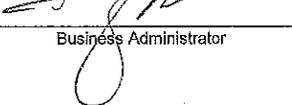
WHEREAS, when one or more of the required conditions for a street closing are not met, in accordance with Sections 296-74 (B) the Municipal Engineer may recommend to the City Council that one or more of the requirements of Sections 296-71, 296-73 and Section 122-8 be waived; and

WHEREAS, the request to close Exchange Place does not meet one or more of the requirements set forth in Sections 296-71(A)(B)(C)(D), 296-72(B)(2), 296-73(D) and Section 122-8(A)(C) as the event is sponsored by a non-resident and the event is starting earlier than what is permitted; and

WHEREAS, the closing of the aforementioned street will not affect public safety or convenience, and in accordance with the provision of Section 296-74 (B) and the applicant has made a request to the City Council that the aforementioned requirements set forth in Sections 296-71, 297-72, 296-73 and 122-8 be waived.

NOW THEREFORE BE IT RESOLVED, that the Municipal Council via adoption of this resolution authorizes the closing of Exchange Place beginning 6:00 a.m. and ending 4:00 p.m. Saturday, April 23, 2016.

APPROVED: 
Director of Traffic & Transportation

APPROVED: 
Municipal Engineer
APPROVED: 
Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel

JDS:pcl
(02.09.16)

Certification Required
Not Required

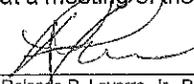
APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE <u>2-24-16</u>											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMANN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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



Rolando R. Lavarro, Jr., President of Council



Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

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Full Title of Resolution

A RESOLUTION AUTHORIZING THE CLOSING OF A MUNICIPAL STREET(S), EXCHANGE PLACE BEGINNING 6:00 A.M. AND ENDING 4:00 P.M. SATURDAY, APRIL 23, 2016 AT THE REQUEST OF CITY CHALLENGE RACE FOR THE PURPOSE OF THE CITY CHALLENGE RACE

Initiator

Department/Division	Administration	Engineering, Traffic and Transportation
Name/Title	Joao D'Souza at the request of Eivi Guzman on behalf of City Challenge Race, 253 Hudson Street, #106, Hoboken, NJ 07030 201.659.3873	Director of Traffic & Transportation
Phone/email	201.547.4470	JOAO@jcnj.org

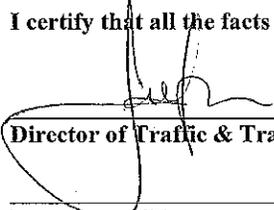
Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

RESOLUTION AUTHORIZING THE CLOSING OF EXCHANGE PLACE BEGINNING 6:00 A.M. AND ENDING 4:00 P.M. SATURDAY, APRIL 23, 2016 FOR THE PURPOSE OF THE CITY CHALLENGE RACE

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

I certify that all the facts presented herein are accurate.



Director of Traffic & Transportation

Department Director

2/10/16

Date

Date

RECREATIONAL EVENT STREET CLOSURE

BLOCK: EXCHANGE PL

PURPOSE OF EVENT: City Challenge Race

BEGINS: 6AM ENDS: 4PM
Saturday, April 23, 2016

APPLICANT: Elvi Guzman

ORGANIZATION: City Challenge Race

ADDRESS: 235 Hudson St #106, Hoboken NJ 07030

PHONE #: 201.659.3873

BEING WAIVED: Nonresident, start time



Event Name: City Challenge Race

Event Date: 4/23/16

JERSEY CITY DIVISION OF TRAFFIC & ENGINEERING Approved Denied Modified Not Applicable

Comment(s): PENDING COUNCIL APPROVAL

Signature of Traffic Engineer: [Signature] Date: 1/28/16

JERSEY CITY POLICE DEPARTMENT | DISTRICT COMMANDER Approved Denied Modified Not Applicable

Comment(s): Coordinate for off duty police

Signature of JCPD District Commander: [Signature] Date: 1/24/16

JERSEY CITY POLICE DEPARTMENT | POLICE CHIEF Approved Denied Modified Not Applicable

Comment(s): _____

Signature of JC Police Chief: [Signature] Date: 1/26/16

JERSEY CITY POLICE DEPARTMENT | DIRECTOR'S OFFICE Approved Denied Modified Not Applicable

Comment(s): _____

Signature of JC Police Director: [Signature] Date: 01/26/2016

JERSEY CITY FIRE DEPARTMENT Approved Denied Modified Not Applicable

Comment(s): NO INSP. NEEDED, APPROVED

Signature of JC Fire Official: [Signature] Date: 1/26/16

JERSEY CITY HEALTH DEPARTMENT Approved Denied Modified Not Applicable

Comment(s): No food to be sold

Signature of Health Officer: [Signature] Date: 1/29/2016

JERSEY CITY DIVISION OF PARK AND FORESTRY Approved Denied Modified Not Applicable

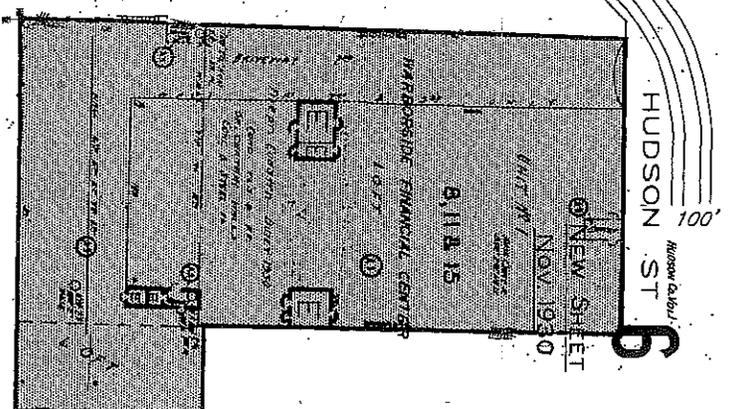
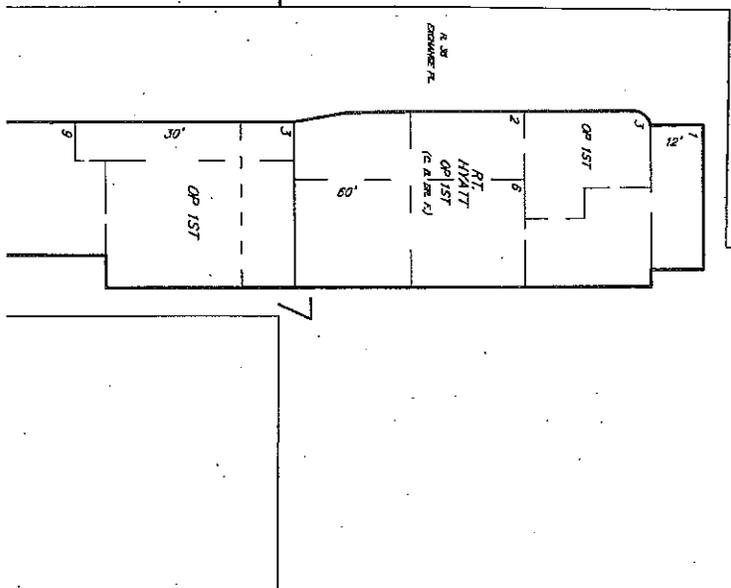
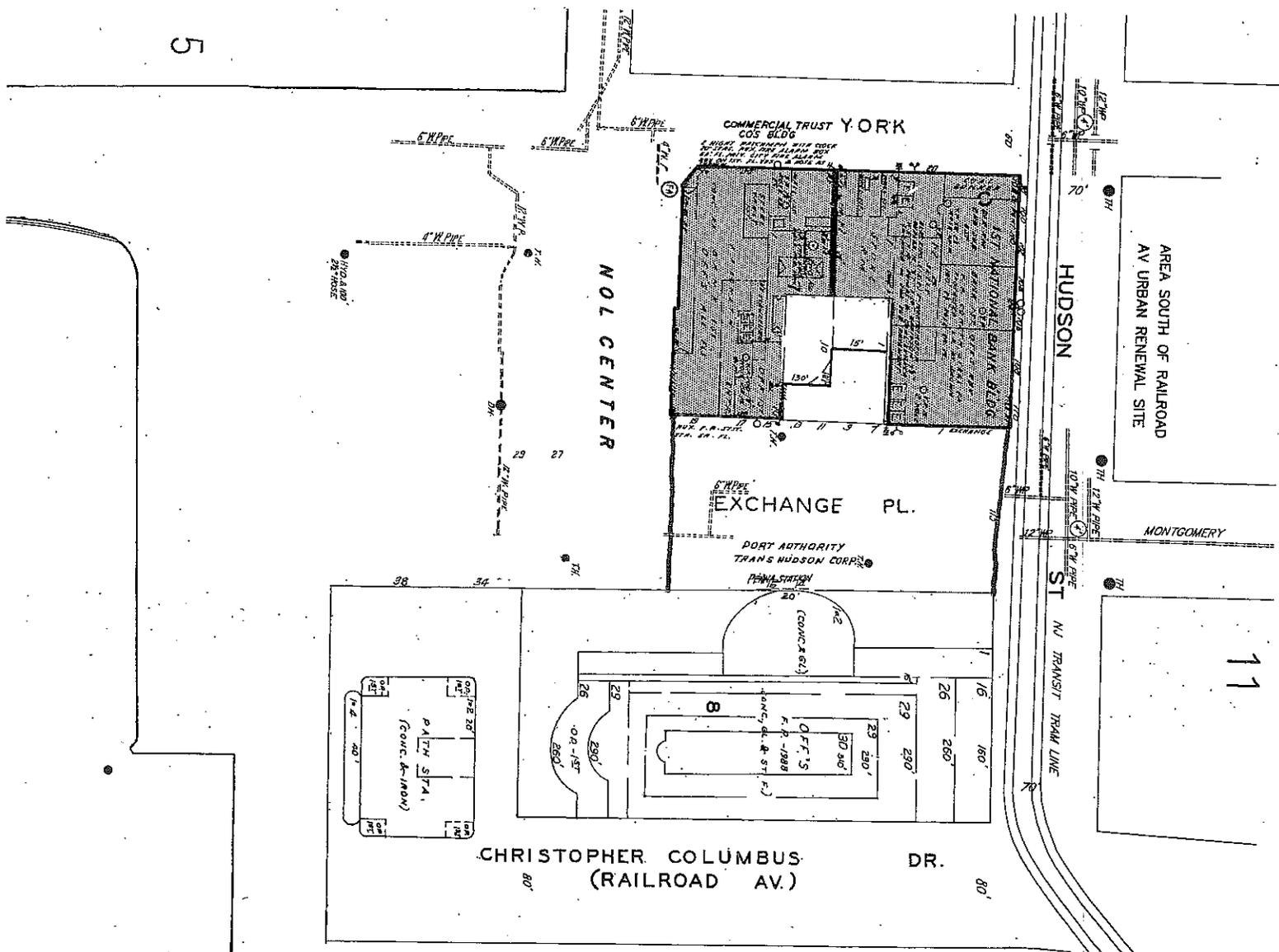
Comment(s): _____

Signature of Division Director: [Signature] Date: 1/26/16

JERSEY CITY DEPARTMENT OF PUBLIC WORKS | DIRECTOR'S OFFICE Approved Denied Modified Not Applicable

Reason for Denial / Modification: [Signature]

Signature of Department Director: [Signature] Date: 1/27/16



5

11

HUDSON ST
100'

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

City Clerk File No. Res. 16.103

Agenda No. 10.N

Approved: _____

TITLE:



A Resolution Recognizing

Willie Mae Cobbs

On Her One Hundred and Sixth Birthday

WHEREAS, Mrs. Willie Mae Cobbs, born on March 2, 1910, is a longtime resident of the City of Jersey City, the matriarch of the Jones family, and surviving member of her family of 14 siblings; and

WHEREAS, the family of Mrs. Willie Mae Cobbs is originally from Bowman, South Carolina, and can trace its roots back seven generations; and

WHEREAS, Mrs. Willie Mae Cobbs is proud to be a mother, grandmother, great-grandmother, great-great grandmother, aunt, cousin, and friend to literally hundreds of relatives and acquaintances; and

WHEREAS, a homemaker by occupation, Mrs. Willie Mae Cobbs worked as an aide to elderly individuals until she herself was 99 years old; and

WHEREAS, currently residing in Jersey City's Harborview Nursing Home, Mrs. Willie Mae Cobbs is looking forward to her 50th annual family reunion in Philadelphia later this year, where she will be joined by more than two hundred and fifty of her relatives; and

WHEREAS, on March 2, 2016, Mrs. Willie Mae Cobbs will be celebrating her 106th birthday at Ocean Avenue Baptist Church, where she is a lifetime member of the usher board and mother of the church;

NOW, THEREFORE, BE IT RESOLVED by the Jersey City Municipal Council that **Mrs. Willie Mae Cobbs** is hereby recognized and honored on the occasion of her 106th birthday.

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 2.24.16											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA			
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

Rólando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

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

City Clerk File No. Res. 16.104

Agenda No. 10.0

Approved: FEB 24 2016

TITLE:



RESOLUTION RECOGNIZING MARCH 8TH AS INTERNATIONAL WOMEN'S DAY AND THE MONTH OF MARCH AS WOMEN'S HISTORY MONTH

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, The first National Women's Day was celebrated on February 28th, 1909 in the United States and the first International Women's Day was celebrated by the United Nations in 1975 on March 8th; and

International Women's Day was created out of the labor movements that took place at the turn of the twentieth century in North America and across Europe; and

WHEREAS, commemorating the 41st anniversary of International Women's Day, the United Nations is requesting governments all over the world to begin to address challenges limiting the potential of women and girls; and

WHEREAS, women have been leaders and significant contributors to our society, not only in securing their own rights of suffrage and equal opportunity, but also in the abolitionist movement, the emancipation movement, the industrial labor movement, the civil rights movement, and other movements.

NOW THEREFORE BE IT RESOLVED, that the Municipal Council of the City of Jersey City hereby recognizes the achievements and contributions from women to the City of Jersey City and our nation and **hereby proclaims the day of March 8 2016 as "International Women's Day" and the Month of March as Women's History month.**

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 2..24.16											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

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

Full Title of Ordinance/Resolution

RESOLUTION RECOGNIZING MARCH 8TH AS INTERNATIONAL WOMEN'S DAY AND THE MONTH OF MARCH AS WOMEN'S HISTORY MONTH

Initiator

Department/Division	Councilwoman Watterman's Office	
Name/Title	Brian Platt/Jasmine Wade (writers)	
Phone/email	201-988-2432	bplatt@jcnj.org

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

Resolution Purpose

To honor the contributions of women to the City of Jersey City and to recognize March as Women's History Month and March 8th specifically as International Women's Day.

I certify that all the facts presented herein are accurate.



Signature of Office of Innovation Director

2/9/16

Date

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

City Clerk File No. _____ Res. 16.105

Agenda No. _____ 10. P

Approved: _____ FEB 24 2016



TITLE: RESOLUTION APPROVING A TRI-PARTY AGREEMENT AMONG THE HUDSON COUNTY DEPARTMENT OF FAMILY SERVICES, THE NEW JERSEY STATE MOTOR VEHICLES COMMISSION AND THE CITY OF JERSEY CITY TO IMPLEMENT A LICENSE RESTORATION PROGRAM ON BEHALF OF THE HUDSON COUNTY'S TEMPORARY ASSISTANCE TO NEEDY FAMILIES (TANF) CLIENTS JULY 1, 2015 TO JUNE 30, 2016

COUNCIL offered and moved adoption of the following resolution:

WHEREAS, the Hudson County Department of Family Services has obtained grant funds in the amount of \$160,000 from the New Jersey State Department of Human Services to fund a Coordinator's position which will implement a License Restoration Program on behalf of its Temporary Assistance to Needy Families (TANF) clients through a Tri-Party Agreement among the County of Hudson, the New Jersey State Motor Vehicle Commission and the City of Jersey City; and

WHEREAS, the program will establish a mechanism by which the County can pay fines and restore fees related to a suspended driver's license in coordination with the Municipal Court of the City of Jersey City; and

WHEREAS, other restoration programs have only been able to consolidate or reduce fines and create payment plans which are not easy to comply with; and

WHEREAS, the implementation of this program and acceptance of grant funds requires a formal contractual relationship among all entities involved; and

WHEREAS, the term of this program took effect as of July 1, 2015 and expires June 30, 2016; and

WHEREAS, a more detailed description of the grant is set forth in Exhibit A attached hereto; and

WHEREAS, participation in the approval of this program is in the best interests of the public for all parties.

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

1. Participation in the License Restoration Program is hereby approved and the use of State Department of Human Services grant funds are hereby accepted.
2. The Mayor or Business Administrator is hereby authorized to:
 - a) execute a Tri-Party Agreement in substantially the form attached hereto as Exhibit B; and
 - b) any other documents that are deemed legally necessary or appropriate by the Corporation Counsel.

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 2 24 16											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

**TRI-PARTY AGREEMENT
BETWEEN THE
COUNTY OF HUDSON, THE CITY OF JERSEY CITY
AND THE
STATE MOTOR VEHICLE COMMISSION
FOR A LICENSE RESTORATION PROGRAM
ON BEHALF OF ITS TANF CLIENTS**

This Agreement is between the County of Hudson (the "County"), whose principle office is located at 567 Pavonia Avenue, Jersey City, New Jersey 07306; the City of Jersey City (the "City"), whose principle office is located at City Hall, 280 Grove Street, Jersey City, New Jersey 07302 and the State Motor Vehicle Commission (the "Commission") whose principle office is located at 225 E. State Street, Trenton, New Jersey 08666.

WHEREAS, the County through its Department of Family Services has obtained grant funds from the State Department of Human Services in the amount of ONE HUNDRED SIXTY THOUSAND (\$160,000.00) DOLLARS to be utilized for the implementation of a Pilot License Restoration Program for its Temporary Assistance to Needy Families (TANF) clients who have need of a valid New Jersey driver's license for employment purposes, which program will be administered through the County's governmental partners; and

WHEREAS, the category of TANF clients are those who are not deferred or sanctioned more than once and have lost their driving privileges due to outstanding fines from non-moving violations that have not been paid; have had their license suspended due to bench warrants issued or non-payment or not appearing on the required court dates; have outstanding fines from the non-payment of moving violations for minor infractions that require point reductions, driver safety classes and clients who have never applied for a driver's license and have no infractions or clients who are in suspension status for driving without a license without having applied for a license; and

WHEREAS, the program model utilizes the services of a County Coordinator/Liaison (the "Coordinator") who will be working through the Jersey City Municipal Court and the Chief Public Defender directly and with a State Motor Vehicle Commission point of contact to identify and pay outstanding fines and related restoration issues in all Hudson County Municipal Courts; and

WHEREAS, an annual grant from the New Jersey Department of Human Services will be used to pay for the program's administration under the Department, the Coordinator's salary and the balance of these funds will be used for the payment of consolidated fines and/or Motor Vehicle Commission restoration fees, the majority of which fines and fees will be what these funds are spent on; and

WHEREAS, the Department of Family Services TANF Case Manager will identify clients who may benefit from this program and refer them to the Restoration Coordinator and through an established relationship with the Jersey City Municipal Court, the Coordinator will review a driver's abstract secured by the courts, identify fines and warrants issues and decide if the client is eligible for license restoration in an amount up to TWO THOUSAND (\$2,000.00); and

WHEREAS, for restoration purposes, the referral and service process is based upon a four (4) step process:

1. Identification of driver's license status and need of license for continued employment or promise of employment; and

2. Contact with the designated Jersey City Municipal Court liaison and Motor Vehicle Commission liaison to obtain driver's abstract and copies of warrants and creation of client case files by County staff to be reviewed by the Chief Public Defender; and

3. Approved case files will be delivered to the Municipal Court on scheduled days and times for appointments with the Judge who will approve up to ten (10) files a day and start the 30 day payment time by the County; and

4. Upon receipt of payment, the Coordinator will secure the necessary documentation from the courts to submit to the Commission contact in Trenton to secure documentation related to the restoration and/or licensing of the client; and

WHEREAS, payment of fines and restoration fees are submitted by voucher to the Department Director of Family Services for review and signature, which approval was previously reviewed by the program supervisor and the Coordinator and paid to the Jersey City Municipal Court and/or the State Motor Vehicle Commission ; and

WHEREAS, this program is an incentive for employment and self-sufficiency, not a program for clients to barter with the court with no positive outcomes; and

NOW, THEREFORE, the County, the City of Jersey City and the State Motor Vehicle Commission agree to the following provisions of the Agreement:

1. The County does not require space, reimbursement or funding from its governmental partners but will flow from the State Department of Human Services grant.

2. This Agreement shall be for the period of July 1, 2015 to June 30, 2016.

3. Any of the parties may cancel this Agreement upon thirty (30) days written notice to the other parties.

4. This Agreement constitutes the entire Agreement between the County of Hudson, City of Jersey City and the State Motor Vehicle Commission. No agreement thereafter made among the parties shall be binding on any party unless reduced to writing and signed by an authorized officer of the party sought to be bound thereby.

5. All notices or other communications hereunder shall be in writing and shall be deemed duly given if delivered personally or by certified mail.

TO: County of Hudson
Office of the County Administrator
567 Pavonia Avenue
Administration Annex
Jersey City, New Jersey 07306

City of Jersey City
City Hall
280 Grove Street
Jersey City, New Jersey 07302

State Motor Vehicle Commission
225 E. State Street
Trenton, New Jersey 08666

6. In the event that any party institutes an action for the enforcement of any term or provision of this Agreement, then, in addition to any relief which a party may receive, the prevailing party shall receive an award of reasonable attorneys fees and Court costs against the non-prevailing party.

7. By signing below, each party represents that this Agreement has been approved to by their respective governing bodies.

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

COUNTY OF HUDSON

BY: _____
LAURIE COTTER
DEPUTY COUNTY ADMINISTRATOR

ATTEST:

ALBERTO G. SANTOS, CLERK
BOARD OF CHOSEN FREEHOLDERS

CITY OF JERSEY CITY

BY: _____
STEVEN FULOP, MAYOR
CITY OF JERSEY CITY

ATTEST:

ROBERT BYRNES, CLERK
CITY OF JERSEY CITY

STATE MOTOR VEHICLE COMMISSION

BY: _____
RAYMOND P. MARTINEZ
CHIEF ADMINISTRATOR

ATTEST:



COUNTY OF HUDSON

DEPARTMENT OF FAMILY SERVICES
257 CORNELISON AVENUE
JERSEY CITY, NEW JERSEY 07302

THOMAS A. DE GISE
County Executive

ROBERT MARTINOVICH
Department Deputy Director

BENJAMIN LOPEZ, SR.
Department Director

ANTHONY G. PAUL
Division Head

Hudson County Department of Family Services
Initial Response to DHS/DFD- TANF Transportation Grant
New License and License Restoration Program- FY16
Abstract and Program Justification

The Department of Family Services has coordinated and is requesting the approval to implement a Driver's Licensing and License Restoration program. The model described below has been vetted by the County Administrator and Freeholder's O'Dea and Balmir. The purpose of this funding is to ensure that clients have a driver's license and that the lack of a license does not impede their ability to attend interviews, enroll in apprenticeships, and/or take advantage of employment opportunities. This has been identified as a huge hurdle for unemployed City/County residents—no matter what their background. A valid NJ Driver's license provides our citizens with access to a larger pool of employment opportunities. In addition, this program will help clients who are on welfare, who may never be able to obtain their license on their own or pay outstanding fines to have it restored; and/or, who have never applied for a license and are looking to secure their New Jersey Driver's license for the first time.

As a pilot program, the initial category of clients we will serve are Temporary Aid to Needy Families (TANF) clients who are not deferred or sanctioned more than once and have lost their driving privileges due to 1) outstanding fines from non-moving violations that have not been paid; 2) have had their license suspended due to bench warrants issued for non-payment or not appearing on the required court date; 3) have outstanding fines from the non-payment of moving violations for minor infractions that require point reductions, driver safety classes, etc. (this does not include DUI or other major motor vehicle infractions; and, may not include complicated suspensions that involve out of state infractions, child support, or criminal activity). We are also targeting TANF clients who have never applied for a NJ Driver's License and have no infractions or TANF clients who are in suspension status for driving without a license (even before ever applying for a new license).

The program model leverages a county coordinator/liaison (i.e.- Licensing and Restoration Coordinator) who will be working through the Jersey City Municipal court and the Chief Public Defender—directly—and with a Motor Vehicle Commission point of contact in Trenton, NJ to identify outstanding fines and related restoration issues in all Hudson County municipal courts; in some instances, court outside of the County or State. The funds awarded to the County will be used to pay for the program's administration under the department, 1 coordinator/court liaison, and the remaining funds will be used for the payment of consolidated fines and/or Motor Vehicle Commission restoration fees; fines and fees will be the majority of what these funds are spent on.

The Department of Family Services TANF case manager will identify clients who may benefit from the program and refer them to our "in-house" Licensing and Restoration Coordinator. Through an established relationship with the JC Municipal Court, our Coordinator will review a driver's abstract secured by the courts; identify any unpaid fines and or warrants issued throughout the State; and, along with a Family Services supervisor, decide if this client can have their license restored for up to \$2,000 per client. If warranted, we can exceed this amount on case by case basis and if promise of employment is definitive. For restoration services, the referral and service process will be as follows:

- **Step 1:** TANF Client is asked about Driver's License Status during the Assessment, recertification process or when being referred to a work activity by a Department of Family Services case manager. If the client is deemed in need of a driver's license to effectively remain in a work activity; has a promise of employment or can substantiate the need of a driver's license to get to and from interviews or a work opportunity, then then they are referred to the Licensing and Restoration Coordinator.
- **Step 2:** The Licensing and Restoration Coordinator will contact the designated JC Municipal Court liaison and the Motor Vehicle Commission liaison, simultaneously, who will provide a driver's abstract and any outstanding warrants related to unpaid fines, Statewide. Should the court liaison find that the warrants are issued for anything outside of unpaid tickets or moving violations that do not come with criminal charges, they will provide that information to the Licensing and Restoration Coordinator; those applicants will be disqualified from this program. The qualified clients will have their information used to create client case files to be reviewed by DFS supervisors and subsequently provided to the Jersey City Chief Public Defender; these files will have all of the necessary documentation required by the court and will have a narrative that recommends clients for restoration and will provide an initial amount of funding that can be dedicated for the payment of outstanding fines. Whenever possible, our representatives will work with the prosecutor, judge, and public defender to consolidate or reduce fines for each individual—on a case-by-case basis and as the judge deems fit.
- **Step 3:** Approved client case files for restorations will be delivered, in person, to the JC Municipal Court house on scheduled days and times when clients will be handled as a cluster of appointments on the judge's schedule. At this time, we have been authorized for as many as 10 people per day by the JC Municipal court. The judge will provide a judgement, approve any changes or amendments, and allow the County 30 days to pay for any fines related to the amended judgement.
- **Step 4:** Upon payment of outstanding fines and lifted warrants, our Licensing and Restoration Coordinator will secure the necessary documentation from the courts or from the clients and coordinate with our designated Motor Vehicle Commission contact in Trenton to secure documentation related to the restoration and/or other licensing fees related to the individual. Upon submission of our court documentation, the coordinator then schedules a payment to MVC and follows up to confirm their receipt of payment and that the clients has satisfied all the requisite compliance matters.

All fines and restoration fees are submitted, by voucher, to the Department Director for review and signature, and would have already been reviewed by a program supervisor and by the coordinator before being processed and approved and paid to the Jersey City (or other) municipal court and/or Motor Vehicle Commission—as necessary to restore the clients' licenses. *For rare instances where a licensing exam, permit, and behind the wheel training are be necessary [e.g. - clients who have had their*

driving privileges suspended for driving and never obtaining a license), some additional services can be purchased from an approved MVC driving school in Hudson County and only the services needed.

The Department of Family Services will utilize the \$33,900 in administrative costs associated with this program and will require a dedicated county coordinator at a \$59,537 (\$38,969 salary and \$20,568 Fringes @ 52.2022%); this person already functions in a coordination capacity with the community college and will be transitioned to this program to be the primary liaison between case management, New Jersey Motor Vehicle Commission, and the Jersey City Municipal court. The program, as described in this document, requires no implementation period. During the pilot year, it is expected that the coordinator will develop relationships with other municipal courts, both in and out of County and if the program receives funding to assist other populations, the program can be expanded to serve them.

After administrative costs and direct program staff costs are deducted, the service dollars that remain are \$222,962. Because this program is administered on a case by case basis and we only anticipate serving 149 clients per year, we have capped all fines and restoration fees, per individual, at approximately \$1500 per client. The methodology behind this calculation is that approximately \$ 2,000 is available for the restoration of licenses; for clients who never had a license, we set a maximum of \$1,000 for testing preparation, behind the wheel preparation, and driving test related services to secure their license for the first time. The average cost of both services (new licenses and license restoration) is \$ 1500 and this is how we have calculated the approximate Level of Service for this program.

Hudson County wants the program to be an incentive for employment and self-sufficiency and not a program for clients to barter or consolidate fines with the court, with no other positive outcome. With that said, we are seeking the feedback of the Department of Health and Human Services/Division of Family Development on how other States or Counties may have dealt with this. We are already reviewing other restoration models throughout the State, but welcome any information you may have already collected.

For example, can some of the payments made for restoration be made with special repayment terms? If an individual exceeds the \$2,000 threshold, can payment plans be made with the court, to cover the remaining balance? For clients with a promise of employment, but who do not secure employment in the time period specified in their "promise of employment," can a repayment schedule take effect after a designated period of time

Identifying some methods that incentivize employment and employment retention may strengthen the program and its outcomes. We have also requested some input and direction, from DHS/DFD on whether it would be acceptable to receive repayment on license restoration loans, under a separate account, in order to serve more clients or expand the program. If so, how do repayments need to be handled to be in compliance with the Federal and State law? If not, what Federal/State regulations preclude us from doing this?

We are still working on the contract and will be e-mailing it, under separate cover and wanted to get you this memo by the deadline date, so that you have time to review our program model and provide input on if this is acceptable for us to move forward. In addition, securing a meeting with the Judge, Chief Prosecutor, and Chief Public Defender took more time than we anticipated when we requested our extension and their input on this model was critical to providing the level of detail needed for this abstract and our ability to answer the contract questions completely.

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

City Clerk File No. Res. 16.106

Agenda No. 10.0

Approved: FEB 24 2016

TITLE:



RESOLUTION AUTHORIZING A CHANGE ORDER TO INCREASE THE AMOUNT OF THE CONTRACT BETWEEN THE CITY OF JERSEY CITY AND EXPRESS SCRIPTS TO PROVIDE A PRESCRIPTION DRUG PLAN FOR ALL ELIGIBLE CITY EMPLOYEES AND RETIREES

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, the City of Jersey City (City) is required to provide a prescription drug plan for all eligible City employees pursuant to collective bargaining agreements with municipal labor unions and City Ordinance 53-40; and

WHEREAS, Resolution 15-479 approved on June 24, 2015 authorized an extension of the agreement for Extraordinary, Unspecifiable Services to Express Scripts effective July 1, 2015 and ending on December 31, 2015 to provide a prescription drug plan; and

WHEREAS, the contract cost for the six month period beginning July 1, 2015 was expected to be \$11,000,000.00. During the course of the contract the Purchasing Agent issued change orders to cover the increasing costs to a total of \$12,800,000.00. The actual cost for the term of the contract was \$14,332,975.53 due to the high amount of claims and new hires, it is necessary to increase the amount of the contract by \$1,532,975.53; and

WHEREAS, the contract was awarded in accordance with the "fair and open process of the Pay-to-Play Law, N.J.S.A. 19:44A-20.4 et seq.; and

WHEREAS, funds in the amount of \$1,532,975.53 are available in the 2016 budget in account No. 01-203-23-220-805, Department of Administration.

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

1. The above recitals are incorporated by reference.
2. The contract with EXPRESS SCRIPTS is amended to increase the contract amount by an additional \$1,532,975.53 so that the total amount of the contract for the six month period that began on July 1, 2015 is \$14,332,975.53.

I, Donna Mauer, 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.

Donna Mauer
Donna Mauer
Chief Financial Officer

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: *[Signature]*
Business Administrator

Corporation Counsel

Certification Required

Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 2.24.16											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMANN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

[Signature]
Rolando R. Lavarro, Jr., President of Council

[Signature]
Robert Byrne, City Clerk

RESOLUTION FACT SHEET - CONTRACT AWARD

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

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING A CHANGE ORDER TO INCREASE THE AMOUNT OF THE CONTRACT BETWEEN THE CITY OF JERSEY CITY AND EXPRESS SCRIPTS TO PROVIDE A PRESCRIPTION DRUG PLAN FOR ELIGIBLE CITY EMPLOYEES AND RETIREES AS AN EXTRAORDINARY UNSPECIFIABLE SERVICES (EUS)

Project Manager

Department/Division	HUMAN RESOURCES	HEALTH BENEFITS
Name/Title	MICHALINE YURCIK	SUPERVISING ADMINSTRATIVE ANALYST
Phone/email	547-5515	Myurcik@jenj.org

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

Contract Purpose

The contract for the six month period beginning July 1, 2015 was expected to be \$11,000,000.00. During the course of the contract the Purchasing Agent issued change orders to cover the increasing costs to a total of \$12,800,000.00. The actual cost for the term of the contract was \$14,332,975.53 due to the high amount of claims and new hires, it is necessary to increase the amount of the contract by \$1,532,975.53.

Cost (Identify all sources and amounts)

Account: 01-203-23-220-805
\$14,332,975.53.

Contract term (include all proposed renewals)

Six months (July 1, 2015 - December 31, 2015).

Type of award

If "Other Exception", enter type

Additional Information

I certify that all the facts presented herein are accurate.


Signature of Department Director

2/16/16
Date

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

City Clerk File No. Res. 16.107

Agenda No. 10.R

Approved: FEB 24 2016

TITLE:



RESOLUTION AUTHORIZING A JCPD POLICE UNIT AWARD OF CONTRACT TO PROVIDE JERSEY CITY POLICE OFFICER ACTIVE SHOOTER TRAINING AND EVALUATE STANDARD PROCEDURES FOR THE DEPARTMENT OF PUBLIC SAFETY (POLICE)

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

WHEREAS, the City and in conformity with N.J.S.A. 40A:11-6.1(a) informally solicited quotations for a 5 day active shooter/Marksmanship training course for the Department of Police and;

WHEREAS, the City of Jersey City (City) received a quotation from Tomahawk Defense, LLC 2000 Mallory Lane, STE 130-218, Franklin TN, 37067 in the total quote amount of **Thirty Five Thousand Dollars (\$35,000.00)**; and

WHEREAS, The Purchasing Director has certified that it is impracticable to solicit any additional quotations due to the nature of the necessary training; and

WHEREAS, the City is acquiring these services directly and openly as a statutorily permitted contract pursuant to the provisions of N.J.S.A. 19:44A-20.4 et seq. (Pay-to-Play Law); and

WHEREAS, the Public Safety Director has determined and certified in writing that the value of the contract will exceed \$17,500; and

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

WHEREAS, contractor has submitted a Chapter 271 Political Contribution Disclosure Certification at least 10 days prior to the award of this contract; and

WHEREAS, 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 \$35,000.00 are available in Account No. 16-290-55-000-800.

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

- 1) A contract in the amount of **\$35,000.00** for furnishing and delivering a 5 day active shooter/Marksmanship training course for the Department of Police and the Purchasing Director is directed to have such a contract drawn up and executed;

TITLE:

RESOLUTION AUTHORIZING A JCPD POLICE UNIT AWARD OF CONTRACT TO PROVIDE JERSEY CITY POLICE OFFICER ACTIVE SHOOTER TRAINING AND EVALUATE STANDARD PROCEDURES FOR THE DEPARTMENT OF PUBLIC SAFETY (POLICE)

- 2) Upon certification by an official or employee of the City authorized to administer the contract, that the services have been provided and that the requirements of the contract met, payment to the contractor shall be made in accordance with the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et seq.; and
- 3) The Business Entity Disclosure Certification, Chapter 271 Political Contribution Disclosure Certification, the Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance, and the Determination of Value Certification, attached hereto and incorporated herein by reference, shall be placed on file with this resolution.

I Donna Mauer, Donna Mauer Chief Financial Officer, hereby certify that funds in the amount of \$35,000.00 are available in Account No. 16-290-55-000-800.

Account No. 16-290-55-000-800 P.O. No. 120057 \$35,000.00

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: _____
Business Administrator

Corporation Counsel

Certification Required

Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE <u>2.24.16</u>											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

Rolando R. Lavarro, Jr., President of Council

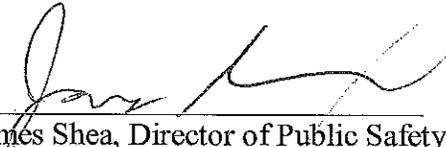
Robert Byrne, City Clerk

DETERMINATION OF VALUE CERTIFICATION

James Shea, of full age, hereby certifies as follows:

1. I am Public Safety Director for the City of Jersey City (Police Department).
2. Attached to this Certification is a resolution awarding a contract to Tomahawk Defense. to provide the City with marksmanship training.
3. The term of the contract is for one week effective as of February 19, 2015.
4. The amount of the contract is \$35,000.00 which exceeds \$17,500.
5. This certification is made pursuant to N.J.S.A. 19:44A-20.5.
6. I certify that the foregoing statements are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

Dated: _____


James Shea, Director of Public Safety

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 JCPD POLICE UNIT CONTRACT WITH TOMAHAWK DEFENSE, LLC TO PROVIDE JERSEY POLICE OFFICER ACTIVE SHOOTER TRAINING AND EVALATION STANDARD PROCEDURES FOR THE DEPARTMENT OF PUBLIC SAFETY (POLICE)

Project Manager

Department/Division	Public Safety	Police
Name/Title	Director James Shea	Public Safety
Phone/email	201-547-4239	jshea@njcps.org

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

Contract Purpose

Tomahawk Defense will provide Active Shooter training course for the Department of Public Safety police unit to ensure that the JCPD will help address active shooter threats.

Cost (Identify all sources and amounts)

\$35,000.00- Federal State Account
16-290-55-000-800
Total Contract \$35,000.00

Contract term (include all proposed renewals)

Contract is one week.

Type of award

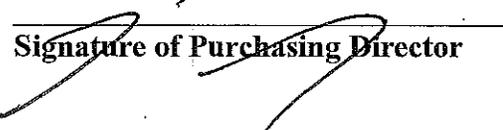
If "Other Exception", enter type

Additional Information

I certify that all the facts presented herein are accurate.


Signature of Department Director

Date


Signature of Purchasing Director

2/16/16
Date

Tomahawk Strategic Solutions

(615) 864-9929
Wally@Tomahawkdefense.com
tomahawkss.com

Estimate



ADDRESS
City of Jersey City 465 Marin Boulevard Jersey City, NJ 07302

ESTIMATE #	DATE	
1004	02/08/2016	

ACTIVITY	QTY	RATE	AMOUNT
Active Shooter/Marksmanship Training 5 day course for basic pistol marksmanship to include scenarios to help address active shooter threats	1	35,000.00	35,000.00

TOTAL **\$35,000.00**

Accepted By

Accepted Date

**STATE OF NEW JERSEY
W-9 QUESTIONNAIRE**

THE STATE OF NEW JERSEY REQUIRES COMPLETION OF THE W-9 VENDOR QUESTIONNAIRE TO VERIFY/ESTABLISH YOUR NAME, ADDRESS, AND TAXPAYER ID ON STATE RECORDS. PLEASE REVIEW THE INFORMATION BELOW, CORRECT ERRORS, AND ANSWER THE QUESTIONS PER SPECIFIC INSTRUCTIONS. RETURN THE COMPLETED FORM TO THE STATE VIA MAIL OR FAX AS SOON AS POSSIBLE.

IMPORTANT: YOU WILL NOT BE PAID BY THE STATE OF NEW JERSEY UNTIL THIS FORM IS COMPLETED, SIGNED, AND RETURNED TO THE STATE OF NJ. FOR ADDITIONAL INFORMATION CALL (609) 292-7184 OR (609) 633-8183.

**PART I
NAME/ADDRESS
(REMIT TO:)**

REQUEST FOR TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION

Enter your taxpayer identification number and indicate whether it is a social security or employee identification number by marking the appropriate box.

Return completed form to:
**OMB VENDOR CONTROL
PO BOX 221
TRENTON, NJ 08625
FAX: (609) 254-5210**

City of Jersey City/ Third Floor Treasury
One Journal Square Plaza
Jersey City, New Jersey 07306 - 4004

Make any corrections to the pre-printed data in the space provided below. Please type or print clearly.

4. Taxpayer Identification Number (TIN)

(Enter your correct TIN below ONLY if it differs from the # printed in the box)

MARK THE APPROPRIATE BOX:

SOCIAL SECURITY NUMBER
 EMPLOYER IDENTIFICATION NUMBER

Internal Use Only

5. For Employees Exempt From Backup Withholding (Contact the IRS for instructions)

Requester's name and address (optional)

6. Certification: Under penalties of perjury, I certify that:

- (1) The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me) AND
- (2) I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding.

Certification Instructions: You must cross out item (2) above if you have been notified by the IRS that you are currently subject to backup withholding because of underreported interest or dividends on your tax return. For real estate transactions, item (2) does not apply. For mortgage interest paid, the acquisition or abandonment of secured property, cancellation of debt, contributions to an IRA, and generally payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN.

Please Sign Here

Signature > Paul Sovka

Date > 3/6/2014

PART II. VENDOR DATA

STATE OF NEW JERSEY VENDOR INFORMATION QUESTIONNAIRE

1. Enter the code from the list below that best describes your business function:

VENDORS

- HC = HEALTH CARE SERVICE (NON-STATE AGENCIES)
- VG = VENDORS WHO SELL OR MANUFACTURE GOODS
- VS = VENDORS WHO RENDER A SERVICE OR VENDORS WHO RECEIVE RENT PAYMENTS

GOVERNMENTAL ENTITIES

- AC = AUTHORITY/ COMMISSION
- CF = CONFIDENTIAL FUND
- CM = COUNTY/MUNICIPAL GOVT.
- CU = STATE COLLEGE/UNIVERSITY
- EP = NJ STATE EMPLOYEE
- FA = FEDERAL AGENCY
- FD = FIRE DISTRICT
- PC = PETTY CASH
- SA = STATE AGENCY
- SD = SCHOOL DISTRICT
- WB = WELFARE BOARD

MISCELLANEOUS VENDORS

OT = OTHER MISCELLANEOUS VENDORS (PLEASE SPECIFY)

2. Enter Primary Contact Information Below.

PHONE: (201) 547-6571

NAME: Paul Sovka

TITLE: Treasurer

IF YOU ARE A NJ STATE EMPLOYEE, NJ MANAGER OF A CONFIDENTIAL FUND OR A PETTY CASH FUND, DO NOT ANSWER THE BALANCE OF THE QUESTIONNAIRE.

3. What is the principle activity of your organization?

- M = MANUFACTURING
- H = HEALTH RELATED SERVICE
- C = CONSTRUCTION SERVICE AND/OR MATERIALS
- S = SERVICE
- G = GOVERNMENT
- O = OTHER (Please Specify)

4. Enter the code from the list below that best describes your organization.

- C = CORPORATION
 - I = INDIVIDUAL
 - P = PARTNERSHIP
 - A = ASSOCIATION
 - J = JOINT
 - O = OTHER (Please Specify)
- Municipal Government

5. Enter your 4 digit County/Municipality Code for NJ Addresses ONLY.

IMPORTANT: ANSWER ALL QUESTIONS (Please Print or Type Clearly)

NEW VENDOR INFORMATION FORM

VENDOR NAME: <i>TOMAHAWK Defense</i>		FEIN/SS# <i>47-2090786</i>
MAIL PO/VOUCHERS TO ADDRESS: <i>1212 17th Ave S</i>		
CITY: <i>Nashville</i>	STATE: <i>TN</i>	ZIP: <i>37212</i>
TEL #: <i>757 621 7116</i>	FAX #: <i>615 526 2946</i>	EMAIL: <i>Wally@TomahawkSS.com</i>
MAIL CHECK/S TO ADDRESS: <i>1212 17th Ave S</i>		
CITY: <i>Nashville</i>	STATE: <i>TN</i>	ZIP: <i>37212</i>
TEL #: <i>757 621 7116</i>	FAX #: <i>615 526 2946</i>	EMAIL: <i>Wally@TomahawkSS.com</i>
DESCRIPTION OF GOODS/SERVICES TO BE RENDERED: <i>Tactical training, Active Shooter training, Incident Response</i> <i>MARSH MANSHIP</i>		CITY EMPLOYEE? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
MINORITY VENDOR? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	REQUIRED FORM 1099? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	
TYPE/CATEGORY:		
NON-PROFIT? <input type="checkbox"/> YES (include Non-Profit Certification) <input checked="" type="checkbox"/> NO		
VENDOR'S CONTACT/AUTHORIZED PERSON: <i>Keith Walawender</i>		PHONE: <i>757 621 7116</i> EMAIL: <i>WALLY@TOMAHAWKSS.COM</i>
SIGNATURE OF CONTACT/AUTHORIZED PERSON: 		
NAME & TITLE OF CITY EMPLOYEE REQUESTING VENDOR NUMBER		
SIGNATURE OF EMPLOYEE:		
PURCHASING DIVISION USE ONLY		
AUTHORIZED TO ISSUE VENDOR #		
NAME/TITLE/DATE		
ASSIGNED VENDOR #		

(W9 FORM & BUSINESS REGISTRATION CERTIFICATE MUST BE INCLUDED)

**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 TOMAHAWK DEFENSE (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 TOMAHAWK DEFENSE (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: TOMAHAWK DEFENSE

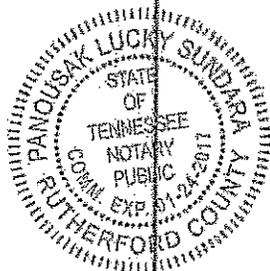
Signed: [Signature] Title: CEO

Print Name: Keith Walawender Date: 17 Feb 16

Subscribed and sworn before me
this 17th day of Feb, 2016.
My Commission expires:

[Signature]
(Affiant)
PANOUSAK LUCKY SUNDARA
(Print name & title of affiant) (Corporate Seal)

My Commission Expires
January 24, 2017



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

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

Part I – Vendor Affirmation

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

Election Fund for Steven Fulop (2013)	Frank Gajewski for Council
Team Fulop	Friends of Khemraj "Chico" Ramchal
Team Fulop Runoff	Councilperson Richard Boggiano
Lavarro for Council	Michael Yun for Council
Councilperson Joyce E. Watterman	Councilperson Candice Osborne
Councilperson Daniel Rivera	Diane Coleman for Council

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
Keith Walawender	2028 Austin Dr Spring Hill TN 37174
Michael Biller	206 Wcl Spring Ct Brentwood TN 37027
Walter McAllister	1212 Laurel St Nashville TN 37212
Nick Pontikas	1230 W Altgeld Chicago IL 60614

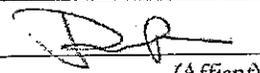
Part 3 – Signature and Attestation:

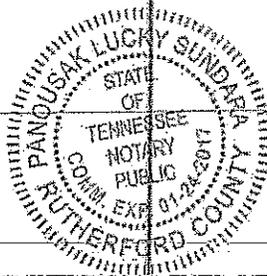
The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: TOMAHAWK Defense
 Signed: [Signature] Title: CEO
 Print Name: Keith Walawender Date: 17 FEB 16

Subscribed and sworn before me this 17 day of February, 2016

My Commission expires: January 24, 2017


 (Affiant)
PANOUSACK LUCKY SUNDARA
 (Print name & title of affiant) (Corporate Seal)



(REVISED 4/13)

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

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

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

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

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

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

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

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

EXHIBIT A (Continuation)

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

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

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

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AAB02 (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): Keith Walawender CEO

Representative's Signature: [Signature]

Name of Company: TOMAHAWK Defense

Tel. No.: 752.621.746 Date: 17 FEB 16

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

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

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

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

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

Representative's Name/Title Print: Keith Walawade CEO
Representative's Signature: [Signature]
Name of Company: TAMA HAWK Defense
Tel No.: 757 621-7116 Date: FEB 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 : TOMAHAWK Defense
Address : 1212 17th Ave S Nashville TN 37212
Telephone No. : 757 6217116
Contact Name : Keith Walawender

Please check applicable category :

Minority Owned Business (MBE)

Minority & Woman Owned Business (MWBE)

Woman Owned business (WBE)

Neither

Definitions

Minority Business Enterprise

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

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

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

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

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

Woman Business Enterprise

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

OFFICE OF EQUAL OPPORTUNITY COPY

Minority/Woman Business Enterprise (MWBE)
Questionnaire for Bidders

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

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

Business Name: TOMAHAWK Defense
Address: 1212 17th Ave S. Nashville TN 37212
Telephone No.: 757 621 7116
Contact Name: Keith Walaweda

Please check applicable category:

Minority Owned Business (MBE)

Minority & Woman Owned Business (MWBE)

Woman Owned business (WBE)

Neither

Definitions

Minority Business Enterprise

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

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

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

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

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

Woman Business Enterprise

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

DIVISION OF PURCHASING COPY



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: TOMAHAWK DEFENSE LIMITED LIABILITY
COMPANY

Trade Name:

Address: 1230 W ALTGELD STREET
CHICAGO, IL 60614

Certificate Number: 1942571

Effective Date: March 31, 2015

Date of Issuance: June 17, 2015

For Office Use Only:

20150617163717276

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

City Clerk File No. Res. 16.108

Agenda No. 10.S

Approved: _____

TITLE:

RESOLUTION AUTHORIZING AN AGREEMENT WITH CIVIL SOLUTIONS TO PERFORM DIGITAL TAX MAP MAINTENANCE



COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, on May 8, 2009, the State of New Jersey Department of Treasury, Division of Taxation formally accepted and certified the official tax maps of the City of Jersey City (City); and

WHEREAS, the newly certified tax maps will be maintained in digital format as opposed to paper or mylar copies; and

WHEREAS, the digital tax maps need to be updated and maintained in order to preserve their usefulness and to protect the City's investment in their creation; and

WHEREAS, N.J.S.A. 40A:11-5(1)(d) authorizes the City to award a contract without public advertising for bids if the contract is for the furnishing of tax maps; and

WHEREAS, the City informally solicited quotations and received a quote from Civil Solutions in the amount of \$110,170.00 on November 24, 2015.

WHEREAS, Civil Solutions submitted a proposal in the amount of \$110,170.00 to update the City's digital tax maps; and

WHEREAS, Civil Solutions has agreed to provide and deliver products and services in the manner specified by the Department of Administration; and

WHEREAS, the City is acquiring these services directly and openly as a statutorily permitted contract pursuant to the provisions of the N.J.S.A. 19:44A-20.4 et seq. (Pay-to-Play Law); and

WHEREAS, the Business Administrator has determined and certified in writing that the value of the contract will exceed \$17,500.00; and

WHEREAS, pursuant to N.J.S.A. 19:44A-20.4 et seq., Civil Solutions has completed and submitted a Business Entity Disclosure Certification which certifies that Civil Solutions has not made any reportable contributions to a political or candidate committee in the City of Jersey City in the previous one year, and that the contract will prohibit the Civil Solutions from making any reportable contributions through the term of the contract; and

WHEREAS, Civil Solutions has submitted a Chapter 271 Political Contribution Disclosure Certification at least 10 days prior to the award of this contract; and

WHEREAS, Civil Solutions 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 \$5,000.00 are available in the 2016 fiscal year temporary budget in Account No. 2016-01-201-20-150-312;

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

WITHDRAWN

TITLE:

1. The Mayor or Business Administrator is authorized to execute an agreement, in substantially the form of the attached, with Civil Solutions for providing maintenance in a digital format of the City's tax maps for a total contract amount not to exceed **\$110,170.00**;
2. The contract term shall be for 12 months effective as of January 1, 2016 through December 31, 2016;
3. This agreement is awarded without public bidding pursuant to N.J.S.A. 40A:11-5(1)(d);
4. Pursuant to N.J.A.C. 5:30-5.5(a), the continuation of the contract after the expenditure of funds encumbered in the 2016 fiscal year temporary budget shall be subject to the availability and appropriation of sufficient funds in the 2016 fiscal year permanent budget;
5. The award of this contract shall be subject to the condition that Civil Solutions provide satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et seq.;
6. The Business Entity Disclosure Certification, Chapter 271 Political Contribution Disclosure Certification, Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance, and the Determination of Value Certification, attached hereto and incorporated herein by reference, shall be placed on file with this resolution; and
7. Upon certification by an official of 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.

I, _____ Donna Mauer, Chief Financial Officer, certify that funds in the amount of \$5,000.00 are available in Account No. 2016-01-201-20-150-312

PO number: _____

WITHDRAWN

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: _____

Business Administrator

Corporation Counsel

Certification Required

Not Required

APPROVED

RECORD OF COUNCIL VOTE ON FINAL PASSAGE <u>2-24-16</u>											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI				YUN				RIVERA			
RAMCHAL				OSBORNE				WATTERMAN			
BOGGIANO				COLEMAN				LAVARRO, PRES.			

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

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

City Clerk File No. Res. 16.109

Agenda No. 10-T

Approved: FEB 24 2016

TITLE:



RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO MILLENNIUM COMMUNICATIONS FOR A MANAGED BLOCK OF HOURS CONTRACT FOR NETWORK INTEGRATION SERVICES UNDER GSA CONTRACT FOR THE OFFICE OF EMERGENCY MANAGEMENT AND HOMELAND SECURITY FUNDED THROUGH FY-14 URBAN AREA SECURITY INITIATIVE GRANT (UASI)

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, a service block of hours are needed to integrate, maintain and manage LAN and WAN switches, emergency phones and video surveillance equipment throughout various OEM locations which include 715 Summit Avenue, OEM HLS mobile covert truck, Porete, Troy Street, Boonton Reservoir, Rt. 21, Great Notch, Seaview, Riverside Park, Jersey City Town Hall, Command Truck, Central Avenue switches, Marin Collection Point, Bayside Collection Point; and

WHEREAS, N.J.S.A. 52:34-10.6 (c) authorizes the City of Jersey City to purchase equipment and/or services paid for or reimbursed by Federal funds awarded by the United States Department of Homeland Security without public bidding if the contractor either (1) is a holder of a current State Contract for the equipment, or (2) is participating in a Federal Procurement Program established by a Federal Department or agency, or (3) has been approved by the State Treasurer in consultation with the New Jersey Domestic Security Preparedness Task Force; and

WHEREAS, 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, submitted a quote in the total amount of Twenty Five Thousand, Four Hundred Fifty Seven Dollars and Twenty Eight Cents (\$25,457.28) for Network Integration Services 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 \$25,457.28 is available in Account No. 02-213-40-472-314 which represents the UASI Federal & State FY 14;

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 is awarded to Millennium Communications, 11 Melanie Lane, Unit 13, East Hanover, New Jersey 07936 the holder of GSA Contract GS-35F-0220R, in the amount of \$25,457.28 for Network Integration Services.
2. Subject to such modifications as deemed necessary or appropriate by Corporation Counsel, the Mayor or Business Administrator is authorized to execute the agreement.

(Continue to page 2)

City Clerk File No. Res. 16.109

Agenda No. 10.1 FEB 24 2016

TITLE:

RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO MILLENNIUM COMMUNICATIONS FOR A MANAGED BLOCK OF HOURS CONTRACT FOR NETWORK INTEGRATION SERVICES UNDER GSA CONTRACT FOR THE OFFICE OF EMERGENCY MANAGEMENT AND HOMELAND SECURITY FUNDED THROUGH FY-14 URBAN AREA SECURITY INITIATIVE GRANT (UASI)

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

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

UASI Federal & State FY 14:

Account No.	Purchase Order	Amount
02-213-40-472-314	118156	\$25,457.28

Peter Folgado, Director of Purchasing,
QPA, RPPO

February 10, 2016
Date

PF/pv
2/8/16

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 <u>2.24.16</u>											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

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

Robert Byrne
Robert Byrne, City Clerk

RESOLUTION FACT SHEET – CONTRACT AWARD

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

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO MILLENNIUM COMMUNICATIONS FOR A MANAGED BLOCK OF HOURS CONTRACT FOR NETWORK INTEGRATION SERVICES UNDER GSA CONTRACT FOR THE OFFICE OF EMERGENCY MANAGEMENT AND HOMELAND SECURITY FUNDED THROUGH FY-14 URBAN AREA SECURITY INITIATIVE GRANT (UASI)

Initiator

Department/Division	Department of Public Safety	OEM/Homeland Security
Name/Title	W. Greg Kierce	Director
Phone/email	wkierce@njleps.org	201.424.8625

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

Resolution Purpose

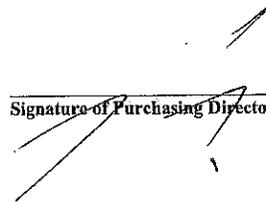
The purpose of this resolution is to secure an extension to the maintenance of the OEMHS network integration system.

I certify that all the facts presented herein are accurate.



Signature of Department Director

2/8/16
Date



Signature of Purchasing Director

2/8/16
Date



New Jersey Division of Revenue

Revenue

NJBGS

**On-Line Business Registration Certificate
Service**

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



New Jersey Division of Revenue

Revenue

NJBGS

**On-Line Business Registration Certificate
Service**

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



**GSA
Federal
Acquisition
Service**

[Home](#) [eBuy - quotes](#) [GSA Advantage - online shopping](#) [Help](#)

Search: all the words

C *Contractor Information*

(Vendors) How to change your company information

Contract #: GS-35F-0220R	Socio-Economic : Small business
Contractor: MILLENNIUM COMMUNICATIONS GROUP INC.	EPLS : Contractor not found on the Excluded Parties List System
Address: 11 MELANIE LN EAST HANOVER, NJ 07936-1100	Govt. Point of Contact: SHAROLYN MACK Phone: 703-605-2751 E-Mail: sharolyn.mack@gsa.gov
Phone: 800-677-1919	
E-Mail: kmclaughlin@millenniuminc.com	
Web Address: http://www.millenniuminc.com	
DUNS: 932528250	Contract Clauses/Exceptions: View the specifics for this contract
NAICS: 541519	

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		
					132 51		
					132 8		



August 10th, 2015

W. Greg Kierce, Director
City of Jersey City
Office of Emergency Management & Homeland Security

Re: Millennium Managed Services - Yearly Block Hour Contract

Dear Director Kierce:

We present Jersey City Office of Emergency Management with a Millennium Managed Service Block Hour Contract. This contract will not exceed total amount of \$25,457.28.

PRICING

Quantity/Options	Contract Price
192 hours (yearly)* (GSA Rate \$132.59)	\$25,457.28 per year**
* Millennium GSA Contract GSA# GS-35F-0220R (Network Integrator / \$132.59 / hour)	

FEATURES

- Access to client portal to keep track of ticket and time used
- Ability to open trouble tickets via Email, Phone, or Client Portal
- To be used for Moves, Adds, and Changes(MACs) and Break/Fix

Service Level Agreement (SLA)

1. 4 Hour Remote Response during normal business hours; Minimum 1 hour at time of service
2. NBD On-site Response during normal business hours; Minimum 4 hours at time of service
3. Emergency / After Hour support will be deducted from block hour at 1.5x rate; Minimum 4 hours at time of service
4. Normal business hours: Monday - Friday, 8am - 5pm

Minimum service period of twelve (12) months from acceptance.

* Unused time will not be carried forward into the following month year. The average billing rate is \$132.59 per hour.

** To be invoiced up front at the acceptance of the service.

APPROVED



The following list of equipment / application is incorporated into your Millennium Managed Services agreement:

- Cisco LAN & WAN Switches
- Genetec Physical Security

Customer Sites Covered:

Jersey City Office of Emergency Management & Homeland Security 715 Summit Ave, Jersey City
OEM HLS Mobile Covert Truck, Porete, Troy Street, Boonton Reservoir, Rt. 21, Great Notch,
Seaview, Riverside Park, Jersey City Town Hall, Command Truck, Central Ave Switches, Marin
Collection Point, Bayside Collection Point, and Emergency Phones & Equipment.

Notes

- *This Contract does not include union labor. If needed, prevailing wage, second shift, and holiday rates will apply.*
- *It is STRONGLY recommended that the Customer have proper extended support contract from manufacturer in case of product malfunction, and we have to escalate the Issue.*

If you have any questions or require any further information please do not hesitate to contact me. I can be reached directly at (973)-929-2540 or via e-mail at britchie@millenniuminc.com. I look forward to a long-standing relationship with you and your organization.

Sincerely,

Robert Ritchie
President



Standard Terms & Conditions

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 will 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.

	W KIERCE	DIR O&M HS	8/10/15
Signature	Print Name	Title	Date

Please fax to (973) 503- 0111.



U.S. General Services Administration

**AUTHORIZED FEDERAL SUPPLY SERVICE
INFORMATION TECHNOLOGY SCHEDULE PRICELIST
GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY
EQUIPMENT, SOFTWARE AND SERVICES**

Millennium Communications Group, Inc. has been awarded under the cooperative purchasing program for Special Item Number 132-8, 132-12 and 132-51

SIN 132-8 PURCHASE OF EQUIPMENT

FSC CLASS 5995 - CABLE, CORD, AND WIRE ASSEMBLIES: COMMUNICATIONS EQUIPMENT

Communications Equipment Cables

FSC CLASS 6015 - FIBER OPTIC CABLES

Fiber Optic Cables

FSC CLASS 6020 - FIBER OPTIC CABLE ASSEMBLES AND HARNESSSES

Fiber Optic Cable Assemblies and Harnesses

FSC CLASS 6145 - WIRE AND CABLE, ELECTRICAL

Coaxial Cables

SPECIAL ITEM NUMBER 132-12 - EQUIPMENT MAINTENANCE

FSC/PSC Class J070 - Maintenance and Repair Service)(Repair Parts/Spare Parts - See FSC Class for basic equipment)

FSC/PSC Class J058 - Maintenance and Repair of Communication Equipment

SIN 132-51 - INFORMATION TECHNOLOGY (IT) PROFESSIONAL SERVICES

FPDS Code D301 IT Facility Operation and Maintenance

FPDS Code D307 Automated Information Systems Design and Integration Services

FPDS Code D310 IT Backup and Security Services

FPDS Code D313 Computer Aided Design/Computer Aided Manufacturing (CAD/CAM) Services

FPDS Code D316 IT Network Management Services

FPDS Code D399 Other Information Technology Services, Not Elsewhere Classified

Note 1: All non-professional labor categories must be incidental to and used solely to support hardware, software and/or professional services, and cannot be purchased separately.

Note 2: Offerors and ordering activities are advised that the Group 70 - Information Technology Schedule is not to be used as a means to procure services which properly fall under the Brooks Act. These services include, but are not limited to, architectural, engineering, mapping, cartographic production, remote sensing, geographic information systems, and related services. FAR 36.6 distinguishes between mapping services of an A/E nature and mapping services which are not connected nor incidental to the traditionally accepted A/E Services.

Note 3: This solicitation is not intended to solicit for the reselling of IT Professional Services, except for the provision of implementation, maintenance, integration, or training services in direct support of a product. Under such circumstances the services must be performed by the publisher or manufacturer or one of their authorized agents.

MILLENNIUM COMMUNICATIONS GROUP, INC.

11 Melanie Lane, Unit 13

East Hanover, NJ 07936-1100

Toll Free: 800.677.1919 Phone: 973.503.1313 Fax: 973.503.0111

Internet Address: www.millenniuminc.com

Contract Number: GS-35F-0220R

Period Covered by Contract: December 21, 2014 through December 20, 2019

General Services Administration

Federal Supply Service

Pricelist current through Modification #26 dated April 02, 2015

Products and ordering information in this Authorized FSS Information Technology Schedule Pricelist are also available on the GSA Advantage! System. Agencies can browse GSA Advantage! by accessing the Federal Supply Service's Home Page via the Internet at <http://www.fss.gsa.gov/>

Project Manager **Labor Rate: \$165.46**

Functional Responsibilities: Responsible for overall contract performance. Defines, directs, and enforces administrative and technical specifications related to project tasks and subtasks. Responsible for following and development of project task schedules. Plans, directs, organizes and staffs highly skilled leaders and team members. Manages and provides direction for multiple large complex projects including, technical projects, and E-Business projects. Supervises preparation, submission and accuracy of all required project documentation. Communicate task assignment to all project personnel. Manage financial budgets and supplies. Responsibilities include project quality assurance and conformance to defined project requirements.

Education: B.A or B.S in IT or Related Field*

*5 years of direct related experience in lieu of a degree

Experience: 10+ years of related experience

Network Integrator **Labor Rate: \$132.59**

Functional Responsibilities: Responsibilities include assisting in monitoring and adjusting network constraints to ensure optimum performance. Works with operation management and client in aiding implementation of specific technology approach. Installs and supports LAN and configures networks. Analyzes network characteristics (e.g. traffic, transmission speeds, throughput, etc). Also assists in troubleshooting fiber transmission facilities and over-all maintenance of network equipment. Creates documentation for system support and users. Supports the evaluation of hardware and software. Assists in testing of system and application software.

Education: B.A or B.S in IT or Related Field*

*5 years of direct related experience in lieu of a degree

Experience: 8+ years of related experience

Field Optic Technician **Labor Rate: \$116.68**

Functional Responsibilities: Responsibilities include installation and testing of equipment used in secure and non-secure data communication and networks components, including computers, servers, routers, modems, and encryption devices. Implements testing procedures to provide project data scope. Capable of independently testing fiber optic cables (both single and multi modes). Tests and installs local and wide-area networks, splices fiber optic cable using mechanical and fusion splicing technologies.

Education: B.A or B.S in IT or Related Field*

*5 years of direct related experience in lieu of a degree

Experience: 7+ years of related experience

Field Survey Engineer **Labor Rate: \$98.64**

Functional Responsibilities: Responsibilities include maintaining and repairing information technology systems, secondary equipment and all related software. Conduct tests and/or research of installation, equipment, and standard procedures. Analyze data and prepares test reports. Develop, review and resolve operational inefficiencies. Maintains systems and supported software. Responsibilities include diagnosing technical & operational problems onsite and for implementing action after conferring with Project Manager. Must be experienced and knowledgeable in technical field.

Education: B.A or B.S in IT or Related Field*

*5 years of direct related experience in lieu of a degree

Experience: 6+ years of related experience

Field Technician **Labor Rate: \$93.34**

Functional Responsibilities: Responsibilities include performing mechanical and fusion splices. Is knowledgeable in Avaya, Corning and other fiber equipment and practices. Is able to terminate with all type of connectors. Proficient and is able to comply with installation guidelines and practices. Is trained to work safely and must be familiar with proper safety procedures and safety equipment. Must be experienced and knowledgeable in technical field.

Education: B.A or B.S in IT or Related Field*

*5 years of direct related experience in lieu of a degree

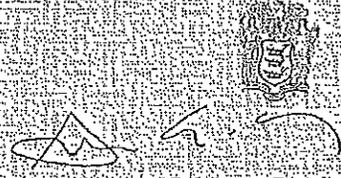
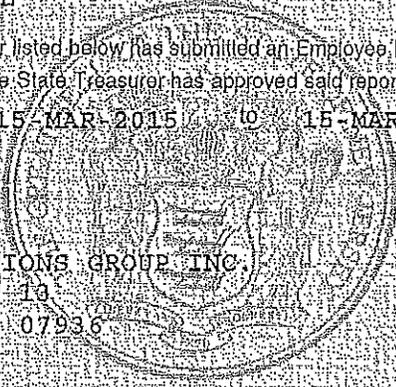
Experience: 5+ years of direct related experience

Certification 20797

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-2015 to 15-MAR-2022

MILLENNIUM COMMUNICATIONS GROUP INC.
11 MELANIE LANE, UNIT 13
EAST HANOVER NJ 07936



Andrew P. Sidamon-Eristoff
State Treasurer

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

City Clerk File No. Res. 16-110

Agenda No. 10.U

Approved: FEB 24 2016

TITLE:



RESOLUTION AUTHORIZING AN AGREEMENT WITH NETWORK MANAGEMENT SOLUTIONS FOR PROVIDING MAINTENANCE AND SUPPORT SERVICES FOR THE DIVISION OF PUBLIC SAFETY/ POLICE AND FIRE COMPUTER INFRASTRUCTURE AND RELATED SYSTEMS WITHOUT PUBLIC BIDDING

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, funds must be allocated for the maintenance of the Police and Fire Department's Wide Area Network, Servers, Radio System, Security and IP Mobilenet telecommunication hardware and software systems; and

WHEREAS, this equipment utilizes proprietary hardware and software; and

WHEREAS, Network Management Solutions has agreed to provide the goods and services specified as necessary by the Police Department's Computer Unit; and

WHEREAS, service will be provided 24 hours per day and seven (7) days per week; and

WHEREAS, the City of Jersey City (City) has received a proposal from Network Management Solutions in the total amount of Three Hundred Ninety Seven Thousand Two Hundred (\$397,200.00) Dollars a Year for a one year period beginning January 1, 2016 thru Dec 31, 2016; and

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

WHEREAS, funds in the amount of \$101,100.00 are currently available in the Temporary 2016 budget of Account No. 16-01-201-25-271-310; and

WHEREAS, N.J.S.A. 40A:11-5(1) (dd) authorizes the City to award a contract without public advertising if said contract is for goods or services to support or maintain proprietary computer hardware and software already owned by the City; and

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

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

WHEREAS, Network Management Solutions has completed and submitted a Business Entity Disclosure Certification which certifies that Network Management Solutions 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 Network Management Solutions from making any reportable contributions during the term of the contract; and

WHEREAS, Network Management Solutions has submitted a Chapter 271 Political Contribution Disclosure Certification at least 10 days prior to the award of this contract; and

WHEREAS, Network Management Solutions has submitted its certification of compliance with the City's Contractor Pay-to-Play Reform Ordinance 08-128 adopted on September 3, 2008;

City Clerk File No. Res. 16.110

Agenda No. 10.U FEB 24 2016

TITLE:

RESOLUTION AUTHORIZING AN AGREEMENT WITH NETWORK MANAGEMENT SOLUTIONS FOR PROVIDING MAINTENANCE AND SUPPORT SERVICES FOR THE DIVISION OF PUBLIC SAFETY/POLICE AND FIRE COMPUTER INFRASTRUCTURE AND RELATED SYSTEMS WITHOUT PUBLIC BIDDING

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

1. A one year contract is awarded to Network Management Solutions in the amount of Three Hundred Ninety Seven Thousand Two Hundred (\$397,200.00) Dollars and the City's Purchasing Agent is directed to have such a contract drawn up and executed;
2. This contract is awarded without public bidding pursuant to N.J.S.A. 40A:11-5 (1)(dd); and
3. The award of this contract shall be subject to the condition that Network Management Solutions 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. Pursuant to N.J.A.C. 5:30-5.5(a), the continuation of the contract after the expenditure of funds encumbered in the 2016 temporary budget shall be subject to the availability and appropriation of sufficient funds in the 2016 year permanent budget;
5. Upon certification by an official or employee of the City authorized to administer the contract, that the services have been provided and that the requirements of the contract met, payment to the contractor shall be made in accordance with the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et seq.; and
6. The Business Entity Disclosure Certification, Chapter 271 Political Contribution Disclosure Certification, Certification of compliance with the city's contractor pay-to play reform ordinance, and the Determination of Value Certification attached hereto and incorporated herein by reference shall be placed on file with this resolution.

I Donna Mauer Donna Mauer Chief Financial Officer, hereby certify that sufficient funds are available for payment of the above resolution in Account No. **16-01-201-25-271-310**

ACCT# 16-201-25-271-310

P.O.# 119958

AMT. \$397,200.00

APPROVED: Jerome Cole
APPROVED: [Signature]
Business Administrator

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

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 2.24.16											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

[Signature]
Rafaelo R. Lavarro, Jr., President of Council

[Signature]
Robert Byrne, City Clerk

RESOLUTION FACT SHEET – CONTRACT AWARD

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

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING AN AGREEMENT WITH NETWORK MANAGEMENT SOLUTIONS FOR PROVIDING MAINTENANCE AND SUPPORT SERVICES FOR THE DIVISION OF PUBLIC SAFETY/ POLICE AND FIRE COMPUTER INFRASTRUCTURE AND RELATED SYSTEMS WITHOUT PUBLIC BIDDING

Initiator

Department/Division	PUBLIC SAFETY	Communications & Technology
Name/Title	Robert Baker, Sr.	Director
Phone/email	201-547-5449	rbakersr@njcps.org

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

Resolution Purpose

Support and maintenance of the Public Safety Network and provision for network engineering staff.

I certify that all the facts presented herein are accurate.



Signature of Department Director

Date 2/16/16

Signature of Purchasing Director

Date

DETERMINATION OF VALUE CERTIFICATION

James Shea, of full age, hereby certifies as follows:

1. I am the Public Safety Director for the City of Jersey City.
2. Attached to this Certification is a resolution awarding a contract to Network Management Solutions provide the City with proprietary system software and support and maintenance services.
3. The term of the contract is one year effective as of January 1, 2016.
4. The amount of the contract is \$397,200.00 per year which exceeds \$17,500.
5. This certification is made pursuant to N.J.S.A. 19:44A-20.5.
6. I certify that the foregoing statements are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

Dated: _____

2/16/16



James Shea, Public Safety Director

Req #
0173113



*Network Management Solutions, Inc
1122 Route 22 West
Mountainside, New Jersey 07092*

Infrastructure Management Proposal

Prepared for:

Jersey City Department of Public Safety

December 15, 2015

This proposal contains confidential information and is intended for the private use of The Jersey City Department of Public Safety. This proposal is not for distribution outside of the Department.

Req #
0173113

TABLE OF CONTENT

Network Management Solutions

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NETWORK MANAGEMENT SERVICES	(3)
SERVICE LEVEL AGREEMENT	(4)
COST OF SERVICES	(5)
CONCLUSION	(7)

Req # 0173113

INTRODUCTION

Network Management Solutions

Network Management Solutions (NMS) appreciates the opportunity to again propose our services to the Jersey City Department of Public Safety (JCPS) which include the Police Department, Fire Department and Office of Emergency Management computer infrastructures. We continually strive to provide network management services, which are innovative, industry leading, flexible and beneficial to all. Our service will provide a high level of support to insure all devices and networks are pro-actively managed and monitored 24X7 and all problems are diagnosed and resolved in a timely and coordinated manner.

NMS Services Approach:

Networking technology has created tremendous business opportunities for many organizations. Network Management Solutions understands the critical nature of our customer's networks and is committed to providing and continuously improving upon the services offered. NMS is dedicated to working in conjunction with its customers as partners with the objective of providing services, which exceed expectations.

Our company's philosophy is simple, help our customers monitor and manage the technology infrastructure that is critical to their business operation and success. We implement our services based on the following principles:

- Provide a watchful eye over the infrastructure, which includes the managing and measuring; availability, resource consumption, security levels, and fiscal responsibility.
- Provide our customers with flexible solutions, which fit the organizations objectives, and respond promptly as requirements change.
- Provide expert customer feedback that is unbiased, product and service independent.

NMS realizes that there are several approaches which JCPS can take in managing its network infrastructure. As a business partner, NMS can continually help JCPS avoid costly and timely mistakes by offering a strategy which results in maximum benefit; improved return on investment, flexibility, improved controls, and increased access to performance – all while controlling costs.

Req # 0173113

NETWORK MANAGEMENT SERVICES

Network Management Solutions

Network Management Solutions will provide pro-active monitoring and management and will deliver the following services under this agreement:

WAN/LAN

- NMS will act as the single focal point for the LAN/WAN infrastructure and all identified managed components in this agreement. This includes identifying and resolving system and circuit outages and coordinating replacement.
- Includes 24 X 7 monitoring and access to NMS staff and its resources.
- Provides network alarming via a management workstation. NMS will diagnose the problem area and notify designated JCPS personnel.
- Should a circuit or system outage occur, the designated JCPS contacts will be immediately notified about the outage, the reason for outage, and will be updated hourly with an estimated time of repair.
- Should a trouble call be diagnosed by NMS as a hardware failure, the equipment will be replaced by NMS staff via the current selected JCPS hardware replacement plan.
- Produce web based trending reports as needed on designated devices and review with JCPS personnel.
- Maintain and update as required a complete network documentation set in Visio format.
- Provide change management services as required.

Servers

- Provide 24X7 monitoring of all HP/Dell/Lenovo Servers. This includes monitoring active services such as DNS, WINS, DHCP, and Disk/CPU utilization, etc.
- Manage all HP/Dell/Lenovo system Firmware/BIOS updates.
- Provide overall supervision of the Active Directory Infrastructure.
- Manage Microsoft WSUS Server and all related services. This includes updates for all Servers and clients.
- Manage overall Symantec Anti-Virus Server Platform.
- Provide 24X7 monitoring and management of Data Protector backup jobs to verify operation.
- Provide support for JCPS off-site tape backup rotation.
- Provide 24X7 monitoring and management of the Dell Tape Library system to include any required updates.
- Provide 24X7 monitoring and Management of all Storage devices including disk allocation and updates.

Req # 0173113

SERVICE LEVEL AGREEMENT

Network Management Solutions

Proactive Monitoring

- Customer infrastructure to be monitored 24X7.
- All faults to be identified within 5 minutes of failure.
- Problem determination to begin immediately following failure id.
- Customer to be notified within 15 minutes.
- NMS to coordinate repair of all failures.
- Customer to be updated as agreed upon by JCPS personnel.
- NMS to escalate all problems as required as per agreed JCPS procedures.
- NMS to confirm all repairs with customer.
- NMS to provide problem details via email at conclusion.
- NMS to provide daily web based reports on designated devices.
- All server hardware and software maintenance is the responsibility of JCPS.
- ***Failure to properly identify, notify and manage fault isolation will result in service credit for monthly management fees for device.***

Performance Reporting

- NMS to provide web based reports of WAN performance.
- NMS to provide web based reports of core GPE performance.
- NMS to provide on demand reports.
- NMS to provide expert analysis of reports.
- NMS to provide recommendations monthly for engineering changes.
- ***Failure to provide performance management details when requested will result in service credit for monthly management fees for device.***

Installation/Change Management

- All changes will be based on agreed upon schedule.
- Standard interval for CPE change coordination is 1 business day.
- NMS will coordinate all circuit changes with carrier.
- NMS will maintain database of JCPS devices, serial #'s, maintenance contracts, and contact information.
- NMS to coordinate and maintain all network diagrams.
- ***Failure to deliver on NMS controlled activities will result in service credit for changes or installation fees.***

(4)



"Confidential"

Req # 0173113

COST OF SERVICES

Network Management Solutions

Network Management Solutions appreciates the opportunity to propose Network Management Services to the Department of Public Safety. The services and pricing below cover all Police, Fire and OEM locations.

- **Server/Storage Management** – This service includes 24X7 monitoring, management, performance reporting and coordination of repairs for all Servers, Storage devices, Tape Library System and Symantec Backup Exec Software. (Does not include hardware and software maintenance costs). And lastly, it includes a dedicated NMS engineer onsite. (See Attachment A).

Monthly Cost - \$14,200.00

- **WAN/LAN Management** – This service includes 24X7 monitoring, management, performance reporting, and coordination of repairs for the WAN/LAN network infrastructures to include all Verizon frame-relay circuits, MPLS circuits, Cisco routers/Switches. (This does not include hardware/software maintenance costs for any of these systems). (See Attachment B).

Monthly Cost - \$9,500.00

- **Wireless WAN Management** – This service includes 24X7 monitoring, management, performance reporting and coordination of repairs of the Wireless WAN network infrastructure.

Monthly Cost - \$1,500.00

- **Internet and Security Management** – This service includes 24X7 monitoring, log collection and the management of three Cisco ASA Firewalls, Cisco ACS server, two FAT Pipe systems and two Blue Coat Filtering systems. In addition, it includes the configuration and management of all VPN connections as well as the Symantec Antivirus protection on all computers and Servers. It also includes the monitoring of both the Comcast and two Verizon Internet circuits.

Monthly Costs - \$3,500.00



Req # 0173113

- **Radio System Management** - This service includes 24X7 monitoring, management, performance reporting and coordination of repairs for the JCPD and JCFD Motorola Radio system circuits, and all Cisco routers. (It does not include Cisco hardware maintenance costs). Also includes 24X7 monitoring, management, performance reporting and coordination of repairs for Servers required for CAD operations. (See Attachment B).

Monthly Cost - \$3,000.00

- **Exchange Email Management** - This service includes monitoring, management, performance reporting, and coordination of repairs for the Dell HUB/CAS Servers, Dell EqualLogic SANs. This also includes level 2 support on any email related issues.

Monthly Cost - \$1,400.00

Total Monthly Cost for monitoring, management and professional services for the Department of Public Safety - \$33,100.00

Req # 0173113

CONCLUSION

Network Management Solutions

Network Management Solutions appreciates the opportunity to again offer its services and will continue to provide the necessary resources to insure a smooth running network infrastructure. In addition, NMS looks forward to working the Jersey City Department of Public Safety personnel to improve on its service offerings while providing reliability, availability, and stability to the network infrastructure through structured, measured, management services.

In addition to providing pro-active network management services, NMS will continue to offers its expertise in assisting all departments in evaluating and implementing new technologies.

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

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

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

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

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

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

The contractor or subcontractor agrees to make good faith efforts to employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C. 17:27-5.2, or a binding determination of the applicable county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

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

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and

AFFIRMATIVE ACTION COMPLIANCE NOTICE

N.J.S.A. 10:5-31 and N.J.A.C. 17:27

**GOODS AND SERVICES CONTRACTS
(INCLUDING PROFESSIONAL SERVICES)**

This form is a summary of the successful bidder's requirement to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

The successful bidder shall submit to the public agency, after notification of award but prior to execution of this contract, one of the following three documents as forms of evidence:

(a) A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);

OR

(b) A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4;

OR

(c) A photocopy of an Employee Information Report (Form AA302) provided by the Division and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

The successful vendor may obtain the Affirmative Action Employee Information Report (AA302) from the contracting unit during normal business hours.

The successful vendor(s) must submit the copies of the AA302 Report to the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts (Division). The Public Agency copy is submitted to the public agency, and the vendor copy is retained by the vendor.

The undersigned vendor certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27 and agrees to furnish the required forms of evidence:

The undersigned vendor further understands that his/her bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

COMPANY: Network Management Solutions

SIGNATURE: Donald R. Seir DATE: 12 29 15

PRINT NAME: Donald R. Seir TITLE: President

AFFIRMATIVE ACTION COMPLIANCE (SAMPLE DOCUMENTS)

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 and N.J.A.C. 17:27 (continued)

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

In conforming with the applicable employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions. The contractor and its subcontractors shall furnish such reports or other documents to the Division of Contract Compliance & EEO as may be requested by the Division from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Contract Compliance & EEO for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

The undersigned vendor certifies that he/she received, read, and is aware of the commitment to comply with:

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

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

Representative's Name/Title (Print): Daniel Weir, President

Representative's Signature: [Signature]

Name of Company: Network Management Solutions

Tel. No.: 908232 0100 Date: 12/29/15

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

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

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

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

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

Representative's Name/Title Print: Donna L. Smith / President
Representative's Signature: [Signature]
Name of Company: Network Management Solutions
Tel. No.: 908-232-0100 Date: 12/29/15

MINORITY/WOMAN BUSINESS ENTERPRISE (MWBE)

Questionnaire for Bidders

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

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

Business Name: Network Management Solutions

Address: 1122 Route 22 Mountainide NJ 07092

Telephone No.: 908-232-8100

Contact Name: Donald Feir

Please check applicable category:

Minority Owned

Minority & Woman Owned

Woman Owned

Neither

Definition of Minority Business Enterprise

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

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

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

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

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

Woman Business Enterprise

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

DIVISION OF PURCHASING COPY

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

Part I - Vendor Affirmation

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

Election Fund for Steven Fulop (2013)	Councilperson Frank Gajewski
Team Fulop	Councilperson Khemraj "Chico" Ramchal
Team Fulop Runoff	Councilperson Richard Boggiano
Lavarro for Council	Councilperson Michael Yun
Councilperson Joyce E. watterman	Councilperson Candice Osborne
Councilperson Daniel Rivera	Councilperson Diane Coleman

Part II - Ownership Disclosure Certification

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

Check the box that represents the type of business entity:

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

Name of Stock or Shareholder	Home Address
Donald Seisz	438 Caldwell Dr. Wyckoff, NJ 07481
Victor Alves	17 Williamsburg Drive Roseland, NJ 07068

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: Natural Energy and Solutions
 Signed: [Signature] Title: President
 Print Name: Donald Seisz Date: 12/29/2015

Subscribed and sworn before me this <u>29</u> day of <u>December</u> , 2015	<u>[Signature]</u> (Affiant) <u>Donald Seisz President</u> (Print name & title of affiant) (Corporate Seal)
My Commission expires:	ANABELA DE PINHO Notary Public State of New Jersey My Commission Expires April 6, 2020 I.D.# 2452312

STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business:

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

OR

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

Check the box that represents the type of business organization:

Partnership

Corporation

Sole Proprietorship

Limited Partnership

Limited Liability Corporation

Limited Liability Partnership

Subchapter S Corporation

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

Stockholders:

Name: <u>Donald R. Sierz</u> Home Address: <u>438 CAIOWAN DR. WYCKOFF, NJ 07481</u>	Name: Home Address:
Name: <u>Victor Alves</u> Home Address: <u>12 Williamsburg Drive ROSLAND, NJ 07068</u>	Name: Home Address:
Name: Home Address:	Name: Home Address:

Subscribed and sworn before me this 21 day of December, 2015

(Notary Public)

My Commission expires:

ANABELA DE PINHO
 Notary Public
 State of New Jersey
 My Commission Expires April 6, 2020
 I.D. # 2452312

[Signature]
(Affiant)

Donald Sierz, President
(Print name & title of affiant)

(Corporate Seal)

[Signature]

PUBLIC DISCLOSURE INFORMATION

Chapter 33 of the Public Laws of 1977 provides that no Corporation or Partnership shall be awarded any State, City, Municipal or Schools District contracts for the performance of any work or the furnishing of any materials or supplies, unless prior to the receipt of the bid or accompanying the bid of said corporation or partnership there is submitted a public disclosure information statement. The statement shall set forth the names and addresses of all stockholders in the corporation or partnership who own ten percent (10%) or more of its stock of any class, or of all individual partners in the partnership who own a ten percent (10%) or greater interest therein.

STOCKHOLDERS:

Name	Address	% owned
Donald Scisz	47801 Danvers Wykeoff, NJ 07981	90
Victor Alver	17 Williamsburg Drive Roseland, NJ 07068	10

SIGNATURE: *Donald Scisz*

TITLE: *President*

SUBSCRIBED AND SWORN TO
BEFORE ME THIS DAY *December 29* OF 20 *15*

(TYPE OR PRINT NAME OF AFFIANT UNDER SIGNATURE)

NOTARY PUBLIC OF *Union County*
MY COMMISSION EXPIRES: 2020 *April 6*

(NOTE: THIS FORM MUST BE COMPLETED, NOTARIZED AND RETURNED WITH THIS PROPOSAL).

[Handwritten Signature]

ANABELA DE PINHO
Notary Public
State of New Jersey
My Commission Expires April 6, 2020
I.D.# 2452312

NON COLLUSION AFFIDAVIT
STATE OF NEW JERSEY
CITY OF JERSEY CITY :

I certify that I am Donald R. Seiz
of the firm of Network Management Solutions

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)

Donald Seiz
Donald Seiz

SUBSCRIBED AND SWORN TO
BEFORE ME THIS DAY

December 29 OF 20 15

(TYPE OR PRINT NAME OF AFFIANT UNDER SIGNATURE)

NOTARY PUBLIC OF Union County
MY COMMISSION EXPIRES: 2020 April 6

(NOTE: THIS FORM MUST BE COMPLETED, NOTARIZED AND RETURNED WITH THIS PROPOSAL).

Anabela de Pinho
ANABELA DE PINHO
Notary Public
State of New Jersey
My Commission Expires April 6, 2020
I.D.# 2452312

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

PART II - Signature and Attestation:

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

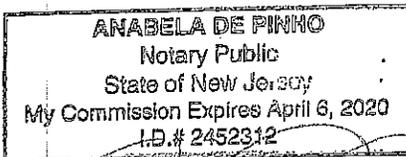
Name of Business Entity: Network Management Solutions

Signed: Donald Seisz Title: President

Print Name: Donald Seisz Date: 12/29/2015

Subscribed and sworn before me
this 29 day of Dec, 2015.
My Commission expires:

Donald Seisz
Donald Seisz President
(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.

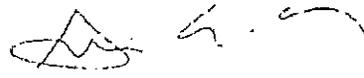
Certification 36024

**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. 17:27-11 et seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of 15-OCT-2011 to 15-OCT-2018

NETWORK MANAGEMENT SOLUTIONS, INC.
1122 ROUTE 22
MOUNTAINSIDE NJ 07092




Andrew J. Sidamon-Einstedt
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:
NETWORK MANAGEMENT SOLUTIONS, INC.

TRADE NAME:

ADDRESS:
1122 RT 22
MOUNTAIN SIDE NJ 07092

SEQUENCE NUMBER:

0659986

EFFECTIVE DATE:

ISSUANCE DATE:

01/10/96

08/14/06

Acting Director
New Jersey Division of Revenue

JRM-BRC(08-01)

~~THIS CERTIFICATE IS NOT VALID UNLESS IT IS REGISTERED WITH THE STATE TREASURER'S OFFICE AND THE TAXPAYER HAS FILED A RETURN WITH THE STATE TREASURER'S OFFICE.~~

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

City Clerk File No. Res. 16.111

Agenda No. 10-V

Approved: FEB 24 2016

TITLE:



RESOLUTION AUTHORIZING AN AGREEMENT WITH KT SOFTWARE APPLICATIONS FOR PROVIDING MAINTENANCE AND SUPPORT SERVICES FOR THE DEPARTMENT OF PUBLIC SAFETY (POLICE) COMPUTER AIDED DISPATCH AND RECORDS MANAGEMENT SYSTEM WITHOUT PUBLIC BIDDING.

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, funds must be allocated for the maintenance of the Police Department's Computer Aided Dispatch and Records Management System which is a proprietary system that requires support and maintenance services; and

WHEREAS, this equipment utilizes proprietary hardware and software; and

WHEREAS, KT Software Applications has agreed to provide the goods and services specified as necessary by the Public Safety's IT Unit; and

WHEREAS, the City of Jersey City (City) has received a proposal from KT Software Applications in the total amount of Twenty Four Thousand (**\$24,000.00**) Dollars a year beginning January 1, 2016 thru December 31, 2016; and

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

WHEREAS, funds in the amount of **\$12,000.00** are currently available in temporary 2016 budget in **Account No. 16-01-201-25-271-310**; and

WHEREAS, this award is exempt for public bidding pursuant to N.J.S.A. 40A:11-5(1)(dd), because it is for maintenance and support services for a proprietary computer system; and

WHEREAS, the City is acquiring these services directly and openly as a statutorily permitted contract pursuant to the provisions of N.J.S.A. 19:44A-20,5 (Pay-to-Play Law); and

WHEREAS, the Public Safety Director has determined and certified in writing that the value of the contract will exceed \$17,500; and

WHEREAS, KT Software Applications has completed and submitted a Business Entity Disclosure Certification which certifies that KT Software Applications 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 KT Software Applications from making any reportable contributions during the term of the contract; and

WHEREAS, KT Software Applications has submitted a Chapter 271 Political Contribution Disclosure Certification at least 10 days prior to the award of this contract; and

WHEREAS, KT Software Applications has submitted its certification of compliance with the City's Contractor Pay to Play Reform Ordinance 08-128 adopted on September 3, 2008;

TITLE:

RESOLUTION AUTHORIZING AN AGREEMENT WITH KT SOFTWARE APPLICATIONS FOR PROVIDING MAINTENANCE AND SUPPORT SERVICES FOR THE DEPARTMENT OF PUBLIC SAFETY (POLICE) COMPUTER AIDED DISPATCH AND RECORDS MANAGEMENT SYSTEM WITHOUT PUBLIC BIDDING.

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

1. A one year contract effective January 1, 2016 is awarded to KT Software Applications in the amount of Twenty Four Thousand (\$24,000.00) Dollars and the City's Purchasing agent is directed to have such a contract drawn up and executed;
2. This contract is awarded without public bidding pursuant to N.J.S.A. 40A:11-5 (1)(dd);
3. The award of this contract shall be subject to the condition that the KT Software Applications 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. Pursuant to N.J.A.C. 5:30 5.5(a), the continuation of the contract after expenditure of funds encumbered in the 2016 temporary budget shall be subject to the availability and appropriation of sufficient funds in the 2016 year permanent budget;
5. Upon certification by an official or employee of the City authorized to administer the contract, that the services have been provided and that the requirements of the contract met, payment to the contractor shall be made in accordance with the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et seq.; and
6. The Business Entity Disclosure Certification, Chapter 271 Political Contribution Disclosure Certification, Certification of compliance with the City's Contractor Pay-to Play Reform Ordinance, and the Determination of Value Certification attached hereto and incorporated herein by reference shall be placed on file with this resolution.

I, Donna Mauer, Donna Mauer as Chief Financial Officer, hereby certify that funds are available for this expenditure in accordance with the Local Budget Law, N.J.S.A. 40A:4-1 et seq., in Acct. No. 16-01-201-25-271-310.

Acct. No. 01-201-25-271-310

PO# 120010

Amount \$24,000.00

APPROVED: Jerome Calo

APPROVED AS TO LEGAL FORM

APPROVED: [Signature]
Business Administrator

[Signature]
Corporation Counsel

Certification Required

Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 2-24-16											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

[Signature]
Rolando R. Lavarro, Jr., President of Council

[Signature]
Robert Byrne, City Clerk

SOFTWARE SUPPORT AND MAINTENANCE AGREEMENT

Between

KT SOFTWARE APPLICATIONS (KTSA)
1929 PENDELTON DR
RALEIGH, NC 27614

(JCPD)
73-85 BISHOP STREET
JERSEY CITY, NJ 07304

("Licensor" or "KTSA")

("Licensee" or "JCPD")

WHEREAS, Licensor's predecessor in interest, KTSA, and Licensee entered into a Software End-User License Agreement (the "License Agreement") under which Licensee obtained a non-exclusive, non-transferable license to use certain computer software and related user documentation (the "Licensed Program") on certain terms and conditions;

WHEREAS, Licensor desires to offer Licensee certain services with respect to the Licensed Program on the terms and conditions set forth herein;

NOW THEREFORE, in consideration of the premises hereof, and the mutual obligations herein, the parties hereto, intending to be legally bound, hereby agree as follows:

1. DEFINITIONS

For the purposes of this agreement, the following definitions shall apply to the respective capitalized terms:

1. "SOFTWARE ORDER". A purchase order form identifying software modules purchased by the Licensee which has been signed and accepted by the Licensee and has been accepted by KTSA.
- 1.2 "LICENSED PROGRAM." The computer software known as LEAA (CAD and RMS) for which Licensee is paying a maintenance fee to KTSA as identified in the Software Order, including any extracts from such software, derivative works of such software, or collective works constituting such software (such as subsequent Releases) to the extent offered to Licensee under this Agreement or License Agreement.
- 1.3 "ERROR." Any failure of the Licensed Program to conform in all material respects to the functional specifications for the Licensed Program distributed from time to time by, so long as the nonconformity is caused solely by KTSA programming and not caused by Licensee. For example, any nonconformity resulting from Licensee's misuse or improper use of the Licensed Program or combining or merging the Licensed Program with any hardware or software not supported by KTSA, or not authorized to be so combined or merged by KTSA, shall not be considered an Error. Nor shall Licensed Program or datafile damage or degraded performance resulting from unauthorized software alterations (including problems, errors, or malfunctions caused or created by the operator), customizing of programs, accident, neglect, power surge or failure, lightning, operating environment not in conformance with the manufacturer's specifications (for electric power, air quality, humidity or temperature), operating system errors, network or hardware problems (including client setting changes, insufficient capability and malfunctions), be considered an Error.

- 1.4 "ERROR CORRECTION." Either software modification or addition that, when made or added to Licensed Program, establishes material conformity of the Licensed Program to the functional specifications, or a procedure or routine that, when observed in the regular operation of the Licensed Program, eliminates the practical adverse effect on Licensee of such nonconformity. Not covered under Error Correction is the responsibility for datafile damage due to software or hardware malfunction.
- 1.5 "ENHANCEMENT." Any modification or addition requested by the Licensee that, when made to or added to the Licensed Program, materially changes its utility, efficiency, functional capability, or application, but does not constitute an Error Correction. Enhancements are changes, and should be requested using a Work Order Change Form (attached).
- 1.6 "REVISION." Any modification or addition performed by the Licensor on its own initiative that, when made to or added to the Licensed Program, materially changes its utility, efficiency, functional capability, or application, but does not constitute an Error Correction.
- 1.7 "RELEASE." A replacement version of the Licensed Program containing multiple Revisions and/or Error Corrections.
- 1.8 "COVERAGE HOURS." The days and times when direct software support is offered is 8:00 A.M. to 4:00 P.M. Monday to Friday except for U.S. Federal Government holidays.
- 1.9 "RESPONSE TIME." The time it takes KTSA to acknowledge Licensee's service request and initiate a plan for corrective action. KTSA will respond to a service request within two (2) working hours of placement of the call by an authorized JCPD Regional System Administrator. JCPD will fax or e-mail an error sheet as soon as possible after the initial call. After receipt of the error sheet, KTSA will review it and develop an appropriate response plan. KTSA will then notify JCPD as to the scope of effort required to correct the problem and the estimated time to perform the necessary corrective action.
- 1.10 "REGIONAL SYSTEM ADMINISTRATOR." An agent of Licensee with sufficient training and/or experience with the Licensed Program to communicate effectively with KTSA Support personnel.

2. ELIGIBILITY FOR SUPPORT

- 2.1 To be eligible for support for the Licensed Program, Licensee must meet certain requirements. KTSA's obligations under this Agreement are conditioned upon confirmation by KTSA that the Licensed Program is eligible for support. Licensee agrees that the obligation of KTSA to continue to provide Services with respect to the Licensed Program shall terminate if, at any time during the term of this Agreement, the below requirements are not met. Nothing in this agreement shall be construed to obligate KTSA to make available to Licensee support for the Licensed Program for the duration of the License Agreement.
- 2.2 To be eligible for software support for the Licensed Program, Licensee must meet all of the following requirements:
 - a. Licensee must have a valid License Agreement for the Licensed Program;

- b. Licensee must have a qualified Regional System Administrator; and
- c. The hardware configuration on which the Licensed Program is to be used is supported by KTSA.
- d. Licensee must be in compliance with the schedule of payments.

KTSA will notify Licensee if KTSA determines that the Regional System Administrator does not have the training or experience necessary to communicate effectively with the Computer Systems Support Personnel or is otherwise determined by KTSA to be unqualified.

3. SCOPE OF SERVICES

3.1 During the Agreement Term, KTSA shall render the following services in support of the Licensed Program, during Coverage Hours, subject to the compensation fixed for each type of service in KTSA's current rate schedule:

- a. KTSA shall maintain a program control center capable of responding to reports of system irregularities made by JCPD Regional System Administrator.
- b. KTSA shall coordinate the efforts of a trained team capable of rendering the services set forth in this Agreement.
- c. KTSA shall be responsible for using all reasonable diligence in correcting verifiable and reproducible Errors when reported to KTSA in accordance with the procedures set forth herein. KTSA shall, after verifying that such an Error is present, initiate work in a diligent manner toward development of an Error Correction within Response Time. Following completion of the Error Correction, KTSA shall provide the Error Correction through a "temporary fix" consisting of sufficient programming and operating instructions to implement the Error Correction in all subsequent releases of the Licensed Program. Should KTSA be unable to reproduce the reported Error, Licensee may elect to have KTSA Computer Systems Support Personnel on site to diagnose and remedy the Error. On-site charges will be billed to the Licensee.
- d. KTSA may, from time to time, issue new Releases of the Licensed Program to its Licensees generally containing Error Corrections and Revisions. KTSA shall provide Licensee with copies of each new Release without additional charge. Subject to acceptance by Licensee, KTSA shall provide reasonable assistance to help Licensee install and operate each new Release, provided that such assistance, if required to be provided at Licensee's facility, shall be subject to the supplemental charges set forth in KTSA's current rate schedule.
- e. KTSA shall consider and evaluate the development of Enhancements for the specific use of Licensee and shall respond to Licensee's requests for additional services pertaining to the Licensed Program (including, without limitation, data conversion and report-formatting assistance), provided that such assistance, if agreed to be provided, shall be subject to supplemental charges mutually agreed to by KTSA and Licensee. JCPD shall list requested enhancements on a Work Order Change Form.

Installation of an Enhancement may create a non-universal, non-compliant application, in which case Licensee may incur additional maintenance costs in that its system may not qualify for universal Releases or Revisions.

4. OTHER OBLIGATIONS OF LICENSEE

- 4.1 Licensee shall provide access to its facilities in connection with the performance of KTSA and its obligations hereunder. No charge shall be made for such access. It is agreed that prior notification will be given when access is required.
- 4.2 Licensee must provide KTSA with information sufficient for KTSA to duplicate the circumstances under which a problem in the Licensed Program became apparent.
- 4.3 Licensee shall maintain a VPN connection and authorized security account for direct access to the JCPD network of the CPU(s) used with the Licensed Program being maintained by KTSA hereunder and shall provide access to a voice grade local telephone.
- 4.4 A representative of Licensee shall be present when any on-site support is provided. KTSA will notify the Chief or Director of Police if a representative is not present.
- 4.5 All communications by Licensee to KTSA must be in the English language.
- 4.6 Licensee is responsible for selecting a Regional System Administrator who is qualified to operate the Licensed Program, the Licensee's hardware and the Operating System. The Regional System Administrator must be familiar with the information, calculations, and reports that serve as input and output of the Licensed Program. KTSA reserves the right to refuse assistance or to charge additional fees if a Regional System Administrator seeks assistance with respect to such basic background information or any other matters not directly related to the operation of the Licensed Program.
- 4.7 Only a Regional System Administrator shall contact KTSA for support. Licensee may change its authorized Regional System Administrator(s) upon ten (10) days prior written notice to KTSA. Licensee hereby authorizes its designated Regional System Administrator to incur, on its behalf, billable work.
- 4.8 Licensee shall notify KTSA in advance of installing any service pack revisions to its operating system, so that KTSA may analyze the effect of the service pack installation on the Licensed Program. KTSA is not responsible for Licensed Program problems caused by service pack installation.

5. FEES AND CHARGES

- 5.1 Licensee shall pay KTSA its fees and charges based on the Software Order in full without discount. Additional Software Orders may be signed with KTSA from time to time and will be a part of this Agreement. KTSA reserves the right to change its Maintenance Fees from time to time. Fee changes will result from changes in: (1) Software Prices, (2) Increases in the number of modules, (3) Increases in the number of users on the system, (4) Changes in the computer hardware, (5) Selection by the Licensee of a different level of software

maintenance, or (6) General increase in maintenance fee as determined by KTSA.

5.2 KTSA shall invoice Licensee for all maintenance fees for the period of this Purchase Order. Other charges accrued and all reimbursable expenses incurred shall be invoiced at the beginning of the next calendar month. The invoiced amounts shall be due upon receipt of invoice.

5.3 Licensee shall be responsible for procuring, installing and maintaining all equipment, telephone lines, modems, communication interfaces, and other hardware or software necessary to operate the Licensed Program and to obtain from KTSA the services called for by this Agreement.

IN WITNESS WHEREOF, this Agreement has been executed by an authorized representative of the parties.

For:
KT SOFTWARE APPLICATIONS (KTSA)

For:
JERSEY CITY POLICE DEPT (JCPD)


Signature

Signature

Timothy S. McGinnis
Name

Name

Manager
Title

Title

12/28/2015
Date

Date

**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

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

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

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

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

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

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

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

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

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

Temporary and Executing

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

The contractor or subcontractor agrees to make good faith efforts to employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C. 17:27-5.2, or a binding determination of the applicable county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

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

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and

**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**

**N.J.S.A. 10:5-31 and N.J.A.C. 17:27 (continued)**

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

In conforming with the applicable employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions. The contractor and its subcontractors shall furnish such reports or other documents to the Division of Contract Compliance & EBO 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 & EBO for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

The undersigned vendor certifies that he/she received, read, and is aware of the commitment to comply with:

N.J.S.A. 10:5-31 and N.J.A.C. 17:27

**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**

**Goods, Professional Services and General Service Contracts  
(Mandatory Affirmative Action Language)**

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

Representative's Name/Title (Print): Timothy S. McGinnis / Manager

Representative's Signature: Timothy S. McGinnis

Name of Company: KT Software Applications LLC

Tel. No.: 919 844-1231 Date: 12-9-2015

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

The contractor and the MANAGER of KT Software Applications LLC (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 5121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract.

In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act.

In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act.

The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation.

The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

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

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

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.

**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: KT Software Applications LLC  
Address: 1929 Pendleton Dr Raleigh NC 27614  
Telephone No.: 919-844-1231  
Contact Name: Kate McGinnis

Please check applicable category :

Minority Owned

Minority & Woman Owned

Woman Owned

Neither

**Definition of Minority Business Enterprise**

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

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

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

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

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

**Woman Business Enterprise**

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

DIVISION OF PURCHASING COPY

NEW JERSEY FACILITY

STATE OF NEW JERSEY  
Division of Contract Compliance & Equal Employment Opportunity

**EMPLOYEE INFORMATION REPORT**

IMPORTANT- READ INSTRUCTIONS ON BACK OF FORM CAREFULLY BEFORE COMPLETING FORM. TYPE OR PRINT IN SHARP BALLPOINT PEN. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM MAY DELAY ISSUANCE OF YOUR CERTIFICATE. DO NOT SUBMIT EEO-1 REPORT FOR SECTION B, ITEM 11.

SECTION A - COMPANY IDENTIFICATION

|                                                                                                                                                       |                                                                                                                                                                                                                     |                                                          |
|-------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------|
| 1. FID, NO. OR SOCIAL SECURITY                                                                                                                        | 2. TYPE OF BUSINESS<br><input type="checkbox"/> 1. MFG <input checked="" type="checkbox"/> 2. SERVICE <input type="checkbox"/> 3. WHOLESALE<br><input type="checkbox"/> 4. RETAIL <input type="checkbox"/> 5. OTHER | 3. TOTAL NO. EMPLOYEES IN THE ENTIRE COMPANY<br><b>2</b> |
| 4. COMPANY NAME<br><b>KT Software Applications LLC</b>                                                                                                |                                                                                                                                                                                                                     |                                                          |
| 5. STREET<br><b>1929 Pendelton Dr</b> CITY <b>Raleigh</b> COUNTY <b>Wake</b> STATE <b>NC</b> ZIP CODE <b>27614</b>                                    |                                                                                                                                                                                                                     |                                                          |
| 6. NAME OF PARENT OR AFFILIATED COMPANY (IF NONE, SO INDICATE) CITY STATE ZIP CODE<br><b>None</b>                                                     |                                                                                                                                                                                                                     |                                                          |
| 7. CHECK ONE: IS THE COMPANY: <input checked="" type="checkbox"/> SINGLE-ESTABLISHMENT EMPLOYER <input type="checkbox"/> MULTI-ESTABLISHMENT EMPLOYER |                                                                                                                                                                                                                     |                                                          |
| 8. IF MULTI-ESTABLISHMENT EMPLOYER, STATE THE NUMBER OF ESTABLISHMENTS (BY NJ)                                                                        |                                                                                                                                                                                                                     |                                                          |
| 9. TOTAL NUMBER OF EMPLOYEES AT ESTABLISHMENT WHICH HAS BEEN AWARDED THE CONTRACT <b>2</b>                                                            |                                                                                                                                                                                                                     |                                                          |
| 10. PUBLIC AGENCY AWARDED CONTRACT CITY COUNTY STATE ZIP CODE<br><b>Jersey City Public Dept of Public Works Jersey City Hudson NJ 07306</b>           |                                                                                                                                                                                                                     |                                                          |
| Official Use Only                                                                                                                                     | DATE RECEIVED                                                                                                                                                                                                       | ISSUE DATE                                               |
|                                                                                                                                                       |                                                                                                                                                                                                                     | ASSIGNED CERTIFICATION NUMBER                            |

SECTION B - EMPLOYMENT DATA

11. Report all permanent, temporary and part-time employees ON YOUR OWN PAYROLL. Enter the appropriate figures on all lines and in all columns. Where there are no employees in a particular category, enter a zero. Include ALL employees, not just those in minority/non-minority categories, in columns 1, 2, & 3. DO NOT SUBMIT AN EEO-1 REPORT.

| JOB CATEGORIES                                 | ALL EMPLOYEES                                                                             |            |              | PERMANENT MINORITY/NON-MINORITY EMPLOYEE BREAKDOWN |          |              |       |          |        |          |              |       |          |
|------------------------------------------------|-------------------------------------------------------------------------------------------|------------|--------------|----------------------------------------------------|----------|--------------|-------|----------|--------|----------|--------------|-------|----------|
|                                                | COL 1 TOTAL (Cols 2 & 3)                                                                  | COL 2 MALE | COL 3 FEMALE | MALE                                               |          |              |       |          | FEMALE |          |              |       |          |
|                                                |                                                                                           |            |              | BLACK                                              | HISPANIC | AMER. INDIAN | ASIAN | NON MIN. | BLACK  | HISPANIC | AMER. INDIAN | ASIAN | NON MIN. |
| Officials/Managers                             | 1                                                                                         |            | 1            |                                                    |          |              |       |          |        |          |              |       |          |
| Professionals                                  |                                                                                           |            |              |                                                    |          |              |       |          |        |          |              |       |          |
| Technicians                                    | 1                                                                                         | 1          |              |                                                    |          |              |       |          |        |          |              |       |          |
| Sales Workers                                  |                                                                                           |            |              |                                                    |          |              |       |          |        |          |              |       |          |
| Office & Clerical                              |                                                                                           |            |              |                                                    |          |              |       |          |        |          |              |       |          |
| Craftworkers (skilled)                         |                                                                                           |            |              |                                                    |          |              |       |          |        |          |              |       |          |
| Operatives (Semi-skilled)                      |                                                                                           |            |              |                                                    |          |              |       |          |        |          |              |       |          |
| Laborers (Unskilled)                           |                                                                                           |            |              |                                                    |          |              |       |          |        |          |              |       |          |
| Service Workers                                |                                                                                           |            |              |                                                    |          |              |       |          |        |          |              |       |          |
| TOTAL                                          |                                                                                           |            |              |                                                    |          |              |       |          |        |          |              |       |          |
| Total employment from previous Report (if any) | 2                                                                                         | 1          | 1            |                                                    |          |              |       |          |        |          |              |       |          |
| Temporary & Part-Time Employees                | The data below shall NOT be included in the figures for the appropriate categories above. |            |              |                                                    |          |              |       |          |        |          |              |       |          |

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

SECTION C - SIGNATURE AND IDENTIFICATION

|                                                                                                                                                      |                                      |                         |                                          |
|------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------|-------------------------|------------------------------------------|
| 16. NAME OF PERSON COMPLETING FORM (Print or Type)<br><b>Timothy S. McGinnis</b>                                                                     | SIGNATURE<br><i>Timothy McGinnis</i> | TITLE<br><b>Manager</b> | DATE<br>MO. DAY YEAR<br><b>12 9 2015</b> |
| 17. ADDRESS NO. & STREET CITY COUNTY STATE ZIP CODE PHONE (AREA CODE, NO., EXTENSION)<br><b>1929 Pendelton Dr Raleigh Wake NC 27614 919 844-1231</b> |                                      |                         |                                          |

# C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

## Public Agency Instructions

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

1. The disclosure is required for all contracts in excess of \$17,500 that are not awarded pursuant to a "fair and open" process (N.J.S.A. 19:44A-20.7).
2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. **The form is worded to accept this alternate submission.** The text should be amended if electronic submission will not be allowed.
3. The submission must be received from the contractor and on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.
4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.
  - a. The Division has prepared model disclosure forms for each county. They can be downloaded from the "County PCD Forms" link on the Pay-to-Play web site at [www.nj.gov/dca/lgs/p2p](http://www.nj.gov/dca/lgs/p2p). They will be updated from time-to-time as necessary.
  - b. A public agency using these forms should edit them to properly reflect the correct legislative district(s). As the forms are county-based, they list all legislative districts in each county. Districts that do not represent the public agency should be removed from the lists.
  - c. Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
  - d. The form may be used "as-is", subject to edits as described herein.
  - e. The "Contractor Instructions" sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
  - f. The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.
5. It is recommended that the contractor also complete a "Stockholder Disclosure Certification." This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract. (See Local Finance Notice 2006-7 for additional information on this obligation) A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. **NOTE: This section is not applicable to Boards of Education.**

**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 KT Software Applications LLC (name of business entity) has not made any reportable contributions in the \*\*one-year period preceding 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 KT Software Applications 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: KT Software Applications LLC

Signed Timothy S McGinnis Title: Manager

Print Name: Timothy S McGinnis Date: 12-11-2015

Subscribed and sworn before me  
this 11 day of December, 2015.

My Commission expires: 01/09/2018

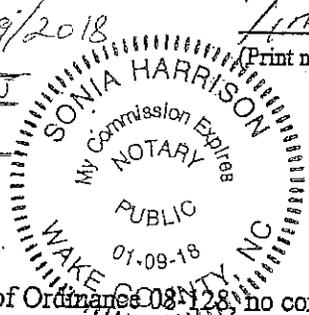
State of North Carolina County of Wake

Subscribed and sworn before me on 12/11/2015  
(Date)

Sonia Harrison  
(Notary Signature)

Timothy S McGinnis  
(Affiant)

Timothy S McGinnis - 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).

|                                       |                                       |
|---------------------------------------|---------------------------------------|
| Election Fund for Steven Fulop (2013) | Councilperson Frank Gajewski          |
| Team Fulop                            | Councilperson Khemraj "Chico" Ramchal |
| Team Fulop Runoff                     | Councilperson Richard Boggiano        |
| Lavarro for Council                   | Councilperson Michael Yun             |
| Councilperson Joyce E. Watterman      | Councilperson Candice Osborne         |
| Councilperson Daniel Rivera           | Councilperson Diane Coleman           |

**Part II - Ownership Disclosure Certification**

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

Check the box that represents the type of business entity:

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

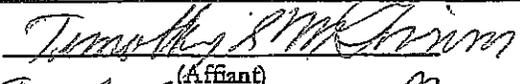
| Name of Stock or Shareholder | Home Address                      |
|------------------------------|-----------------------------------|
| Tim & Kate McGinnis          | 1929 Penckton Dr Raleigh NC 27614 |
|                              |                                   |
|                              |                                   |
|                              |                                   |
|                              |                                   |
|                              |                                   |
|                              |                                   |
|                              |                                   |

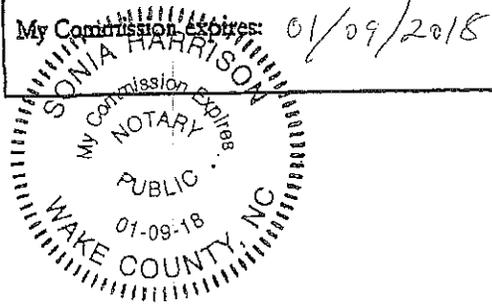
**Part 3 - Signature and Attestation:**

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: KT Software Applications  
 Signed: Timothy S. McGinnis Title: Manager  
 Print Name: Timothy S. McGinnis Date: 12-2-2015  
TSM

Subscribed and sworn before me this 11 day of December, 2015

  
 (Affiant)  
Timothy S. McGinnis - Manager  
 (Print name & title of affiant) (Corporate Seal)



**AFFIRMATIVE ACTION COMPLIANCE NOTICE**

N.J.S.A. 10:5-31 and N.J.A.C. 17:27

**GOODS AND SERVICES CONTRACTS  
(INCLUDING PROFESSIONAL SERVICES)**

This form is a summary of the successful bidder's requirement to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

The successful bidder shall submit to the public agency, after notification of award but prior to execution of this contract, one of the following three documents as forms of evidence:

(a) A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);

OR

(b) A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4;

OR

(c) A photocopy of an Employee Information Report (Form AA302) provided by the Division and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

The successful vendor may obtain the Affirmative Action Employee Information Report (AA302) from the contracting unit during normal business hours.

The successful vendor(s) must submit the copies of the AA302 Report to the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts (Division). The Public Agency copy is submitted to the public agency, and the vendor copy is retained by the vendor.

The undersigned vendor certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27 and agrees to furnish the required forms of evidence:

The undersigned vendor further understands that his/her bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

COMPANY: KT Software Applications LLC

SIGNATURE: Timothy S. McGinnis DATE: 12-9-2015

PRINT NAME: Timothy S. McGinnis TITLE: Manager

AFFIRMATIVE ACTION COMPLIANCE (SAMPLE DOCUMENTS)

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

### IMPORTANT:

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

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

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

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

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

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

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

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

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

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

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

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

**Racial/Ethnic Groups will be defined:**

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

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

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

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

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

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

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

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

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

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

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

TYPE OR PRINT IN SHARP BALL POINT PEN

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

NJ Department of the Treasury  
Division of Contract Compliance & Equal Employment Opportunity  
P.O. Box 208  
Trenton, New Jersey 08625-0208  
Telephone No. (609) 282-5476

08/25/15

Taxpayer Identification# 455-481-024/000

Dear Business Representative:

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

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

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

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

If you have any questions or require more information, feel free to call our Registration Hotline at (609)292-9292.

I wish you continued success in your business endeavors.

Sincerely,



James J. Fruscione  
Director  
New Jersey Division of Revenue

STATE OF NEW JERSEY  
BUSINESS REGISTRATION CERTIFICATE

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

TAXPAYER NAME:  
KT SOFTWARE APPLICATIONS LLC

TRADE NAME:

ADDRESS:  
1929 PENDELTON DRIVE  
RALEIGH NC 27614-9687

SEQUENCE NUMBER:

1977453

EFFECTIVE DATE:

08/25/15

ISSUANCE DATE:

08/25/15



Director  
New Jersey Division of Revenue

FORM-BRC

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

(04-09) D205846V

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

City Clerk File No. Res. 16.112

Agenda No. 10.W

Approved: FEB 24 2016

TITLE:



**RESOLUTION AUTHORIZING AN AGREEMENT WITH G.T.B.M., INC. FOR PROVIDING MAINTENANCE AND SUPPORT SERVICES FOR THE DEPARTMENT OF PUBLIC SAFETY (POLICE) EXISTING INFO-COP SERVER SOFTWARE APPLICATION CREATED BY G.T.B.M. WITHOUT PUBLIC BIDDING.**

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

**WHEREAS**, funds must be allocated for the maintenance for the Police Department's existing InfoCop server software application created by G.T.B.M, Inc. and is a proprietary system that requires support and maintenance services; and

**WHEREAS**, this software also includes support for the following interfaces Blackberry Enterprise server, Anteon/ISI silent dispatch and field reporting, CCTV mobile video integration; and

**WHEREAS**, G.T.B.M, Inc. has agreed to provide software maintenance services in the manner specified by the Police Department's Computer Services Unit; and

**WHEREAS**, the City of Jersey City (City) has received a proposal from G.T.B.M. Inc. in the total amount of Eighty-Two Thousand Seven Hundred eighty-seven (\$82,787.50) Dollars; and fifty cent a year for a one year period beginning January 1, 2016 thru December 31, 2016; and

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

**WHEREAS**, funds in the amount of \$20,696.87 are currently available in the Temporary 2016 budget of Account No. 16 -01-201-25-271-310; and

**WHEREAS**, this award is exempt for public bidding pursuant to N.J.S.A. 40A:11-5(1)(dd), because it is for maintenance and support services for a proprietary computer system; and

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

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

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

**WHEREAS**, G.T.B.M has submitted a Chapter 271 Political Contribution Disclosure Certification at least 10 days prior to the award of this contract; and

**WHEREAS**, G.T.B.M Inc. has submitted its certification of compliance with the City's Contractor Pay to Play Reform Ordinance 08-128 adopted on September 3, 2008; and

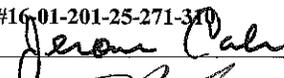
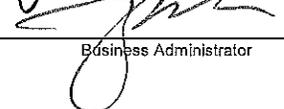
TITLE:

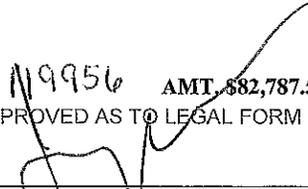
**RESOLUTION AUTHORIZING AN AGREEMENT WITH G.T.B.M., INC. FOR PROVIDING MAINTENANCE AND SUPPORT SERVICES FOR THE DEPARTMENT OF PUBLIC SAFETY (POLICE) EXISTING INFOCOP SERVER SOFTWARE APPLICATION CREATED BY G.T.B.M. WITHOUT PUBLIC BIDDING.**

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

1. A one year contract is awarded to G.T.B.M, Inc. in the amount of Eighty-Two Thousand Seven Hundred eighty-seven (\$82,787.50) Dollars and fifty cent per year and the City's Purchasing Agent is directed to have such a contract drawn up and executed;
2. This contract is awarded without public bidding pursuant to N.J.S.A. 40A:11-5 (1)(dd); and
3. The award of this contract shall be subject to the condition that G.T.B.M, Inc. provides satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination N.J.S.A. 10:5-31 et seq.;
4. Pursuant to N.J.A.C. 5:30-5.5(a), the continuation of the contract after the expenditure of funds encumbered in the 2016 temporary budget shall be subject to the availability and appropriation of sufficient funds in the 2016 year permanent budget;
5. Upon certification by an official or employee of the City authorized to attest that the agreement has been compiled with in all respects and the requirements of the agreement met, payment to contractor shall be made in accordance with the provisions of the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et seq.; and
6. The Business Entity Disclosure Certification, Chapter 271 Political Contribution Disclosure Certification, Certification of compliance with the city's contractor pay-to play reform ordinance, and the Determination of Value Certification attached hereto and incorporated herein by reference shall be placed on file with this resolution.

  
Donna Mauer, Chief Financial Officer, hereby certify that funds are available for this expenditure in accordance with the Local Budget Law, N.J.S.A. 40A:4-1 et seq., in **Acct No. 16-01-201-25-271-310.**

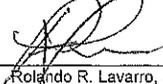
**ACCT#16-01-201-25-271-310**  
APPROVED:   
APPROVED:   
Business Administrator

P.O.# 119956 AMT. \$82,787.50  
APPROVED AS TO LEGAL FORM  
  
Corporation Counsel  
Certification Required   
Not Required   
**APPROVED 9-0**

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE <b>2-24-16</b> |     |     |      |               |     |     |      |                |     |     |      |
|--------------------------------------------------------|-----|-----|------|---------------|-----|-----|------|----------------|-----|-----|------|
| COUNCILPERSON                                          | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON  | AYE | NAY | N.V. |
| GAJEWSKI                                               | ✓   |     |      | YUN           | ✓   |     |      | RIVERA         | ✓   |     |      |
| RAMCHAL                                                | ✓   |     |      | OSBORNE       | ✓   |     |      | WATTERMAN      | ✓   |     |      |
| BOGGIANO                                               | ✓   |     |      | COLEMAN       | ✓   |     |      | LAVARRO, PRES. | ✓   |     |      |

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

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

  
Rolando R. Lavarro, Jr., President of Council

  
Robert Byrne, City Clerk

**RESOLUTION FACT SHEET – CONTRACT AWARD**

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

**Full Title of Ordinance/Resolution**

**RESOLUTION AUTHORIZING AN AGREEMENT WITH G.T.B.M., INC. FOR PROVIDING MAINTENANCE AND SUPPORT SERVICES FOR THE DEPARTMENT OF PUBLIC SAFETY (POLICE) EXISTING INFO-COP SERVER SOFTWARE APPLICATION CREATED BY G.T.B.M. WITHOUT PUBLIC BIDDING.**

**Initiator**

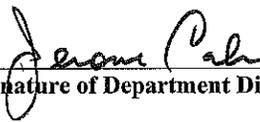
|                     |                   |                             |
|---------------------|-------------------|-----------------------------|
| Department/Division | PUBLIC SAFETY     | Communications & Technology |
| Name/Title          | Robert Baker, Sr. | Director                    |
| Phone/email         | 201-547-5449      | rbakersr@njcps.org          |

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

**Resolution Purpose**

To provide NCIC, Warrants, Vehicle Plate Checks

I certify that all the facts presented herein are accurate.

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

Date 2/16/16

\_\_\_\_\_  
Signature of Purchasing Director

Date

# DETERMINATION OF VALUE CERTIFICATION

James Shea, of full age, hereby certifies as follows:

1. I am Public Safety Director for the City of Jersey City (Police Department).
2. Attached to this Certification is a resolution awarding a contract to G.T.B.M. Inc to provide the City with Info-cop server software system and supporting the City's wide proprietary services.
3. The term of the contract is one year effective as of January 1, 2016.
4. The amount of the contract is \$82,787.50 which exceeds \$17,500.
5. This certification is made pursuant to N.J.S.A. 19:44A-20.5.
6. I certify that the foregoing statements are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

Dated: 2/16/16

  
James Shea, Public Safety Director



**COP**

Req # 0173109

Exhibit A

**USER LICENSE AGREEMENT**

between

**Jersey City Department of Public Safety**

and

**GTBM INC.**

This Agreement ("Agreement") is made this 1st day of Jan, 2016, by and between GTBM Inc. and Jersey City Department of Public Safety through Dec. 31, 2016.

1. License. GTBM Inc. ("GTBM") hereby grants to Jersey City Department of Public Safety (the "End User"), and the End User hereby accepts, subject to the terms and conditions set forth in this Agreement, a non-transferable, non-exclusive license to use, in object code format only, the INFO-COP Licensed Software specified in Exhibit A, and the accompanying documentation together with any Modifications or Enhancements subscribed for by End User (as said terms are defined in the Maintenance and Support Agreement attached hereto as Exhibit B (the "Software")) solely as part of the End User's public safety computer system. This license shall be perpetual, except as otherwise provided in Section 4 hereof. The End User acknowledges that it has no rights in the Software, except as specifically provided in this Agreement.
2. Uses Not Permitted. The End User's use of the Software is subject to each of the following restrictions and limitations. The End User agrees that it shall not:
  - Transfer the Software electronically from one central processing unit ("CPU") to another.
  - Modify, adapt, translate or create derivative works.
  - Make copies of the Software except as provided in Section 3, BACKUP COPIES, of this Agreement.
  - Remove or modify any software markings or notices of proprietary rights.
  - Grant sub-licenses, leases or other rights to the Software.
  - Distribute in any fashion the End User's copy of the Software.
  - Reverse engineer, decompile, disassemble or otherwise attempt to learn the source code, structure, algorithms or ideas underlying the Software.
3. Backup Copies. The End User may make back-up copies strictly for its internal use. All such copies shall be subject to all of the terms and conditions of this Agreement. The End



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Reg# 0173109

User shall maintain a written record at all times of the location of all back-up copies.

4. Termination. GTBM, Inc. may terminate this Agreement and all licenses granted hereunder in the event of the failure by the End User to comply with any term or condition of this Agreement or the Maintenance and Support Agreement. Termination shall be effective on written notice by GTBM to the End User. Upon termination, the End User shall destroy all copies of the Software then in its possession or under its control and certify such destruction within five (5) days following receipt of GTBM's termination notice.

5. Warranties:

- (a) GTBM warrants that the Software shall be free from defects in materials or workmanship and errors and further agrees to furnish, promptly and without additional charge, all labor and parts necessary to remedy any such defect or error called to its attention in writing not later than six (6) months after installation of the Software.
- (b) GTBM's OBLIGATIONS FOR BREACH OF WARRANTY SHALL BE LIMITED TO CORRECTION OR REPLACEMENT OF THAT PORTION OF THE SOFTWARE WHICH FAILS TO CONFORM TO SUCH WARRANTY. IN NO EVENT SHALL GTBM OR ITS LICENSORS BE LIABLE FOR SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES INCLUDING ANY DAMAGES RESULTING FROM LOSS OF USE, OR LOSS OF DATA ARISING OUT OF OR IN CONNECTION WITH THE USE OF THE SOFTWARE. GTBM SHALL HAVE NO RESPONSIBILITY TO CORRECT ANY DATABASE ERRORS OR ANY ERRORS OR DAMAGES CAUSED BY OR ARISING OUT OF HARDWARE DEFECTS OR INPUT ERRORS OR USE OF THE SOFTWARE IN WAYS FOR WHICH IT WAS NOT DESIGNED. IN NO EVENT SHALL GTBM BE LIABLE FOR ANY BREACH OF WARRANTY UNLESS WRITTEN NOTICE THEREOF IS GIVEN TO GTBM WITHIN SIX MONTHS AFTER INSTALLATION OF THE SOFTWARE. GTBM's WARRANTY OBLIGATIONS SHALL BE VOID IF: (I) THE END USER MODIFIES THE SOFTWARE WITHOUT THE PRIOR WRITTEN CONSENT OF GTBM OR (II) THE NON CONFORMANCE OF THE SOFTWARE IS DUE TO ITS MISUSE OR NEGLIGENCE OR OTHERWISE CAUSED BY A BREACH OF END USER'S OBLIGATIONS HEREUNDER; OR (III) THE END USER FAILS TO FOLLOW IN ALL MATERIAL RESPECTS WRITTEN INSTRUCTIONS OF GTBM; OR (IV) THE SOFTWARE IS USED WITH OTHER INCOMPATIBLE PRODUCTS OR SERVICES.
- (c) GTBM or its licensors shall defend any claim or proceeding brought against the End User to the extent that it is based on an assertion that the End User's use of the Software under this Agreement constitutes an infringement of any United States patent, copyright, trade secret, trademark, or other property interest rights, and shall indemnify the End User against all costs, damages and expenses finally awarded against the End User which are attributable to such claim, provided that the End User notifies GTBM promptly in writing of any such claim or proceeding and gives GTBM full and complete authority, information and assistance to defend such claim or proceeding and further provided that GTBM shall have sole control of the defense of any claim or proceeding and all negotiations for its compromise or settlement. In the event that the Software is finally held to be infringing and its use



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Reg # 0173109

by the End User is enjoined, GTBM or its licensors shall, at its election: (i) procure for the End User the right to continue to use the Software; (ii) modify or replace the Software so that it becomes non-infringing; or (iii) return to the End User the fee paid under this Agreement, less an allowance for use of the Software by the End User, prorating the useful life of the Software over a five (5) year period. GTBM shall have no liability hereunder if the End User modifies the Software in any manner and such modification is determined by a court of competent jurisdiction to be a contributing cause of the infringement or if the End User uses the Software in a manner contrary to the provisions of this Agreement or in conjunction with unauthorized equipment. The foregoing states GTBM's and its licensors entire liability, and the End User's exclusive remedy, with respect to any claims of infringement of any copyright, patent, trade secret, trademark, or other property interest rights by the Software, any part thereof or the use thereof.

- (d) The warranties contained in this section 5 are in lieu of all other warranties, expressed or implied, including, without limitation, warranties of merchantability and fitness for a particular purpose. GTBM's express warranties shall not be enlarged, diminished or affected by, and no obligation or liability shall arise out of, GTBM's rendering of technical or other advice or service in connection with the software.

6. Support Services. GTBM may provide End User with support services related to the Software ("Support Services"). Use of Support Services is governed by the Maintenance and Support Agreement attached hereto as Exhibit B.

7. Miscellaneous. This Agreement shall be governed by the laws of the State of New Jersey. This Agreement and any exhibits thereto constitute the entire agreement between the parties related to the Software and supersede all prior agreements, understandings, negotiations and discussions between the parties in connection therewith, whether oral or written. End User may not assign the Agreement or the license granted by it without the express, written consent of GTBM. Except as otherwise provided in the Agreement, notices, demands, requests or other communications which are given or required pursuant to the Agreement shall be in writing and shall be delivered by first class, registered or certified mail, postage prepaid, or by hand (including third-party courier or nationally recognized overnight service) or facsimile to a party's address indicated in the Agreement. Each party agrees to provide the other notice of any address change. If any term of the Agreement is found to be invalid or unenforceable, the remaining provisions will remain effective. If either party fails to require performance by the other party of any provision, it shall not affect the right to require performance at any time thereafter nor shall it be held to be a waiver of the provision itself. Pursuit of any remedy hereunder or under applicable law by either party shall not prevent such party from pursuing any other available remedy and shall not operate as an election of remedies. Except for payment obligations, neither party will be responsible for performance of its obligations hereunder where delayed or hindered by war, terrorism, riots, embargoes, strikes or acts of its vendors, suppliers, accidents, acts of God or any other event beyond its reasonable control. End User acknowledges and agrees that.



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Reg # 0173109

due to the unique nature of the Software there can be no adequate remedy at law for a material breach of the Agreement and that such breach would cause irreparable harm to GTBM or its licensors; therefore, GTBM or its licensors shall be entitled to seek immediate equitable relief, in addition to whatever remedies GTBM or its licensors might have at law or under the Agreement. The Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together will constitute one agreement.

GTBM, Inc.

END USER

By: \_\_\_\_\_  
Name: Vin Cronen  
Title: CFO

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_



**COP**

Reg#  
0173109

**Exhibit B**

**MAINTENANCE AND SUPPORT AGREEMENT BETWEEN  
GTBM INC.  
and  
Jersey City Department of Public Safety**

THIS MAINTENANCE AND SUPPORT AGREEMENT ("Agreement") is made this 1st day of Jan, 2016, by and between **GTBM INC. ("GTBM") AND Jersey City Department of Public Safety** (the "Client") for maintenance and support services to the Client in connection with the Licensed Software.

**1. DEFINITIONS**

- a) The term "System" means the programmable on-line computer system and Licensed Software furnished, delivered and installed by GTBM pursuant to the Agreement between GTBM and the Client specified on Exhibit A attached hereto (the "End User License Agreement").
- b) The term "Licensed Software" means all software licensed to the Client in object code format pursuant to the End User License Agreement.
- c) The term "Confidential Information" means the Licensed Software and any other information, data or oral information subsequently reduced to written form, received by one party from the other and clearly identified by the disclosing party in writing as confidential.
- d) The term "Modifications" means any revisions of the Licensed Software which GTBM may incorporate in the Licensed Software and which do not materially improve or expand the functionality of the Licensed Software.
- e) The term "Enhancements" means revisions of or additions to the Licensed Software that GTBM may incorporate in the Licensed Software and which improves or expands the functionality of the Licensed Software.
- f) The term "Installation" means that GTBM has installed the System and determined that the System is operative.
- g) The term "Maintenance" means GTBM's provision of the support services described in Section 3, commencing after installation or at such other times as is specified herein.

**2. CHARGES AND PAYMENTS**

- a) The Client agrees to pay to GTBM the fees specified on Exhibit C attached hereto, including the fee specified for the annual term of Maintenance Jan 1, 2016 till Dec. 31, 2016. GTBM



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shall bill the \$82,787.50 annual fee in quarterly installments of \$20,696.87.

- b) The support services under Section 3(a) will be provided to the Client at no additional charge. Services rendered by GTBM which are not part of the services GTBM has agreed to perform free of additional charge in Section 3(a) will be charged to the Client at GTBM's standard rates set forth in Exhibit C.
- c) In addition to the charges payable pursuant to this Section 2, the Client shall pay any and all import duties, levies or imposts and all sales, use, value-added and other taxes of any nature assessed upon or with respect to such payments under this Agreement, exclusive, however, of taxes based on GTBM's net income. If Client is exempt from the payment of any such taxes, Client shall submit its certificate of exemption to GTBM.

### 3. SYSTEM MAINTENANCE AND ADDITIONAL SUPPORT SERVICES

- a) GTBM will provide the Client with the following maintenance services provided the Client has made all payments due GTBM and has fulfilled all of its requirements under this Agreement and under the End User License Agreement:
  - i) GTBM agrees to provide support and maintenance services to attempt to correct any error or defect reported by the Client and determined by GTBM to be attributable to the Licensed Software. Such services shall be provided during normal business hours, which are 8:30 a.m. through 5:30 p.m., Monday through Friday, except holidays, and in the most expeditious manner reasonably possible and at no additional cost to the Client. In order to expedite such maintenance services, GTBM shall provide 24 hour call-in capability. In no event shall GTBM have any responsibility (1) to correct any data errors or any errors or damage caused by or arising out of input errors or resulting from changes to the Licensed Software made by the Client, or (2) with respect to any data loss or corruption due to any third party software malfunction, hardware problems or failures or any other loss or disruption not caused by GTBM. Upon notifying GTBM of an alleged error in the Licensed Software, the Client shall give GTBM access to its computer equipment, the Licensed Software and all relevant records, and shall assist GTBM in substantiating the existence of the alleged error. Client shall also provide GTBM with a means to remotely connect with the Client's Licensed Software. GTBM shall, at its option, use this remote connection for error detection, analysis, replication or correction.
  - ii) From time to time and at its sole discretion, GTBM may make Modifications and Enhancements available to the Client for purchase at GTBM's then published license fee with respect thereto, provided that the Client is not then in default with respect to any of its obligations to GTBM. The terms on which GTBM will provide Maintenance with respect to the Modification or Enhancement will be set forth in an amendment to this Agreement. The Client is under no obligation to acquire any Modification or Enhancement, with the exception that the Client must allow GTBM to install all



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Modifications or Enhancements, which are being provided by GTBM at no cost to the Client. The Client will provide GTBM with access to its System to permit installation of each no-cost Modification or Enhancement within 45 days after notification by GTBM of its intention to install the Modification or Enhancement. The failure of the Client to allow GTBM to install any no-cost Modification or Enhancement will relieve GTBM of any further Maintenance obligations with respect to the Licensed Software. All Modifications and Enhancements acquired by the Client, whether for a fee or at no cost, shall become part of the Licensed Software for all purposes of this Agreement.

- iii) GTBM shall provide up to six (6) hours per month of telephone consultation with respect to the System during GTBM's normal business hours. This technical assistance and consultation is designed to train and help the System manager(s) to operate the System more effectively. These consultation hours, if not used, cannot be carried forward or accumulated month to month.
- iv) GTBM shall only be required to maintain the external communication features of the Software, including access to external databases and communication with other INFO-COP servers, so long as Client continues to purchase support and maintenance services. In particular, GTBM shall have no obligation to provide Client with access to the Central Share database nor to provide Client with the ability to send messages to other external INFO-COP servers if Client discontinues or fails to promptly pay for support and maintenance services.
- b) GTBM will provide consultation and additional training and undertake special programming projects on a time-available basis at GTBM's rates specified in Exhibit C. Any software resulting from a special programming project undertaken by GTBM at the Client's request shall become part of the Licensed Software for all purposes of this Agreement and the End User License Agreement.
- c) In the event that a Modification or Enhancement becomes available for a fee, and Client elects not to purchase it, then Client shall not receive support or maintenance of the Software, as revised, and maintenance and support of the older version of the Software will cease upon forty-five (45) days following release of the Modification or Enhancement.
- d) Maintenance shall be renewed annually at the then prevailing rates, unless Client notifies GTBM of its intent not to renew, not less than 30 days prior to the end of the then current annual term.
- e) The Client shall at all times have at each site at which the System is installed a System manager who is acceptable to GTBM in GTBM's discretion and who has been certified by GTBM as properly trained. All communications by the Client with GTBM must only be made by such System manager or by designated alternates also acceptable to GTBM. The initial System manager is identified on Exhibit D attached hereto. Training for replacement System managers will be provided at GTBM's then applicable rates. The rate during the initial period is listed in Exhibit C; subsequent period rates shall be at GTBM's standard



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published rates, which will be reflected in a written amendment to be executed by GTBM and the Client.

- f) The Client must at all times while this Agreement remains in effect, provide and maintain in good operating conditions the communication equipment and facilities necessary for GTBM to achieve dial-in access to the System for purposes of remote diagnostics and error correction.
- g) The Client shall perform the routine System maintenance specified on Exhibit E attached hereto for so long as this Agreement remains in effect. GTBM shall be relieved of all of its obligations hereunder in the event that the Client fails to perform such routine maintenance.
- h) GTBM will provide Hardware and maintenance in accordance with the terms and conditions set forth in the attached Exhibit X if applicable. The Client agrees that it will not upgrade, modify, replace or otherwise alter, or attach devices to, the Hardware without the prior written consent of GTBM.

#### 4. PROTECTION OF CONFIDENTIAL INFORMATION

- a) The Client acknowledges that the System constitutes trade secrets and Confidential Information of GTBM or its licensors.
- b) During the course of this Agreement, GTBM and the Client will disclose certain Confidential Information to each other, including without limitation in the case of GTBM., information specifically relating to the System.
- c) The Client agrees not to sell, assign or distribute the System or any part thereof to any other person, firm or corporation and shall use reasonable efforts to confine knowledge and access to the System only to its employees who require such knowledge and access in the ordinary course and scope of their employment by the Client.
- d) Any information disclosed by one party (disclosing party) to the other (receiving party) which the disclosing party considers confidential shall be: (i) outlined in writing and marked "Confidential" by the disclosing party; (ii) treated as Confidential Information of the disclosing party; (iii) used by the receiving party for no purpose other than as provided in this Agreement; and, (iv) treated in a manner such that the receiving party shall take all reasonable precautions to prevent the disclosure thereof to any third party including such precautions said receiving party takes for protection of its own Confidential Information. The obligations set forth in this Section 4(d) shall not apply, however, to any information which: (i) is already in the possession of the public or becomes available to the public through no breach of this Agreement by the receiving party; (ii) was in the receiving party's possession prior to receipt from the disclosing party, or (iii) is received independently from a third party free to disclose such information to the receiving party.
- e) All Confidential Information furnished by one party to the other shall remain the property of the disclosing party.



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- f) Both parties represent that they have the right to disclose the information disclosed under the terms of this Agreement.
- g) This Agreement shall govern all Confidential Information exchanged between the parties including all information exchanged prior to the effective date of this Agreement.
- h) GTBM or its licensors retains the right to seek copyright protection for the Licensed Software or any copyrightable material. The Client shall not remove any copyright or proprietary rights notice included in any materials furnished to the Client in connection with this Agreement or the End User License Agreement.
- i) The Client shall not, unless specifically authorized under this Agreement or except for ordinary and necessary backup for archival or disaster recovery purposes, use, make, or have made any more copies of the Licensed Software or any part thereof than are delivered by GTBM for the Client's use hereunder.

#### **5. LIMITATION OF LIABILITY**

IN NO EVENT SHALL GTBM BE LIABLE FOR ANY ACTUAL DAMAGES WHATSOEVER CAUSED BY THE CLIENT'S FAILURE TO PERFORM ITS RESPONSIBILITIES HEREUNDER OR FOR LOST PROFITS OR OTHER INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES EVEN IF GTBM HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

#### **6. TERMINATION**

- a) GTBM may terminate this Agreement if GTBM gives written notice to the Client specifying the Client's failure to make payment when due and the Client fails to make such payment within ten (10) days following receipt of such notice.
- b) Either party may terminate this Agreement if the other party fails or defaults in the performance of any of its material obligations under this Agreement (other than failure by the Client to make any payment when due as governed by section 7(a) above) and fails to cure or substantially cure such failure or default within thirty (30) days following receipt of written notice.
- c) Either party may also terminate this Agreement by written notice to the other, effective immediately upon receipt, if the other party shall file a petition in bankruptcy, shall be adjudicated to be bankrupt, shall take advantage of the insolvency laws of any state, territory or country, shall make an assignment for the benefit of creditors, shall be voluntarily or involuntarily dissolved, shall admit in writing its inability to pay debts as they come due, or shall have a receiver, trustee or other court officer appointed for its property.
- d) GTBM may terminate this Agreement without cause on sixty (60) days' prior written notice to Client.



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- e) Termination of this Agreement does not relieve either party of obligations to make any payments or perform any services due prior to the date of termination.
- f) Each party's obligation to protect the confidential nature of the System and other Confidential Information under Section 4 shall survive any termination or expiration of this Agreement indefinitely.

## 7. MISCELLANEOUS

- a) The parties agree that this Agreement and the End User License Agreement, including any Exhibits hereto and thereto, and any submissions or proposals referred to in any of those Exhibits, constitute the entire agreement between the parties in connection with the System and supersede all prior agreements, understandings, negotiations and discussions, whether oral or written, of the parties. Client may not assign the Agreement without the express, written consent of GTBM. Except as otherwise provided in the Agreement, notices, demands, requests or other communications which are given or required pursuant to the Agreement shall be in writing and shall be delivered by first class, registered or certified mail, postage prepaid, or by hand (including third-party courier or nationally recognized overnight service) or facsimile to a party's address indicated in the Agreement. Each party agrees to provide the other notice of any address change. If any term of the Agreement is found to be invalid or unenforceable, the remaining provisions will remain effective. If either party fails to require performance by the other party of any provision, it shall not affect the right to require performance at any time thereafter nor shall it be held to be a waiver of the provision itself. Pursuit of any remedy hereunder or under applicable law by either party shall not prevent such party from pursuing any other available remedy and shall not operate as an election of remedies. Except for payment obligations, neither party will be responsible for performance of its obligations hereunder where delayed or hindered by war, terrorism, riots, embargoes, strikes or acts of its vendors, suppliers, accidents, acts of God or any other event beyond its reasonable control. Client acknowledges and agrees that, due to the unique nature of the Licensed Software there can be no adequate remedy at law for a material breach of the Agreement and that such breach would cause irreparable harm to GTBM or its licensors; therefore, GTBM or its licensors shall be entitled to seek immediate equitable relief, in addition to whatever remedies GTBM or its licensors might have at law or under the Agreement. The Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together will constitute one agreement. This Agreement shall be governed by the laws of the State of New Jersey.



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GTBM Inc.

Jersey City Department of Public Safety

By: \_\_\_\_\_  
Name: Vin Cronen  
Title: CFO

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_



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Exhibit C  
Annual Fees 2016

Info-Cop mobile licenses annual renewal \$72,187.50

Info-Cop server license annual renewal \$3,675.00

Info-Cop additional features \$5,325.00 reports renewal.

Info-Cop "h-list" annual \$1,600.00

Training of System Manager \$125.00 per hour

Training of Replacement Manager \$125.00 per hour

Additional training and consultation \$125.00 per hour



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Exhibit D  
Systems Manager Identification

**Jersey City Department of Public Safety hereby designates:**

Name  
Address 75 Bishop St  
Address Jersey City NJ  
Phone 201-547-5226  
Cell Phone 201-705-4626  
Email

as the initial System Manager in regard to the Info-Cop System and remains in this capacity until a successor is appointed. Systems Managers must be trained in proper use and administration of the system.



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Exhibit E  
Routine System Maintenance

**Jersey City Department of Public Safety** is responsible for routine system maintenance including the following:

- Maintaining wireless service from a reliable provider.
- Maintaining high-speed internet connections. (Including working modem)
- Maintaining effective firewall.
- Maintaining virus defense definition updates.
- Maintaining Microsoft service specification updates.
- Maintaining an annual vacuum dust servicing of server (if applicable)
- Maintaining the uninterrupted power supply service in working order.
- Maintaining the appropriate back up of data, daily. (if applicable)
- Maintaining the users access to the system, as needed.

**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](mailto:abuanj@jcnj.org)

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE  
N.J.S.A. 10:5-31 and N.J.A.C. 17:27 (continued)

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

In conforming with the applicable employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions. The contractor and its subcontractors shall furnish such reports or other documents to the Division of Contract Compliance & EEO as may be requested by the Division from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Contract Compliance & EEO for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

The undersigned vendor certifies that he/she received, read, and is aware of the commitment to comply with:

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

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

Representative's Name/Title (Print): Vincent P. Pineda CFO

Representative's Signature: [Handwritten Signature]

Name of Company: Gold Type Business Machines, Inc.

Tel. No.: 701-935-5000 Date: 1/18/15

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

The contractor and the City of Jess, Cal. (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. §12101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature, arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

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

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

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

Representative's Name/Title (Print): Viggo P. Crowe (PO)  
 Representative's Signature: [Signature]  
 Name of Company: Gold Type Business Machines, Inc  
 Tel. No.: San Jose 935-5012 Date: 12/15/15

Minority/Woman Business Enterprise (MWBE)  
Questionnaire for Bidders

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

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

Business Name : Gold Type Business Machines Inc  
Address : 351 Palawan Ave, East Rutherford NJ 07023  
Telephone No. : 201-935-5021  
Contact Name : V. J. Crowe

Please check applicable category :

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

Definitions

Minority Business Enterprise

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

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

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

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

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

Woman Business Enterprise

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

OFFICE OF EQUAL OPPORTUNITY COPY

**MINORITY/WOMAN BUSINESS ENTERPRISE (MWBE)**

**Questionnaire for Bidders**

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

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

Business Name: Gold Type Business Machines Inc

Address: 351 Anderson Ave, East Rutherford NJ 07073

Telephone No.: 201-935-5070

Contact Name: V. J. Craven

Please check applicable category:

Minority Owned

Minority & Woman Owned

Woman Owned

Neither

**Definition of Minority Business Enterprise**

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

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

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

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

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

**Woman Business Enterprise**

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

DIVISION OF PURCHASING COPY

**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 *City Type Business Machines Inc*> *30*  
 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 *11/16*  
 for approval of the contract by the governing body) to any of the following named candidate committee, joint candidates  
 committee; or political party committee representing the elected officials of the <name of entity of elected officials> as *City of Jersey City*  
 defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (r).

|                                       |                                       |
|---------------------------------------|---------------------------------------|
| Election Fund for Steven Fulop (2013) | Councilperson Frank Gajewski          |
| Team Fulop                            | Councilperson Khemraj "Chico" Ramchal |
| Team Fulop Runoff                     | Councilperson Richard Boggiano        |
| Lavarro for Council                   | Councilperson Michael Yun             |
| Councilperson Joyce E. watterman      | Councilperson Candice Osborne         |
| Councilperson Daniel Rivera           | Councilperson Diane Coleman           |

**Part II - Ownership Disclosure Certification**

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

Check the box that represents the type of business entity:

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

| Name of Stock or Shareholder | Home Address                                       |
|------------------------------|----------------------------------------------------|
| <i>Rich Picelli</i>          | <i>71 Ridge Rd, Northland NJ 07062</i>             |
| <i>Pat Collins</i>           | <i>750 Apple Ridge Rd, Franklin Lakes NJ 07417</i> |
|                              |                                                    |
|                              |                                                    |

**Part 3 - Signature and Attestation:**

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

Name of Business Entity: *City Type Business Machines Inc*  
 Signed: *V. Crow* Title: *CEO*  
 Print Name: *V. Crow* Date: *12/14/15*

|                                                                                                                                                                                             |                                                                                                         |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------|
| Subscribed and sworn before me this <i>17</i> day of <i>Dec</i> , 20 <i>15</i><br><i>Monica K Lewis</i><br>My Commission expires: <i>Monica K Lewis</i><br>for Attorney At Law of the State | <i>V. Crow</i><br>(Affiant)<br><i>V. Crow (CEO)</i><br>(Print name & title of affiant) (Corporate Seal) |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------|

*of New Jersey authorized to administer Heris Oak pursuant to N.J.S.A. 41:2-1.*

**List of Agencies with Elected Officials Required for Political Contribution Disclosure**  
**N.J.S.A. 19:44A-20.26**

**County Name:**

**State: Governor, and Legislative Leadership Committees**

**Legislative District #s:**

State Senator and two members of the General Assembly per district.

**County:**

Freeholders

{County Executive}

County Clerk

Surrogate

Sheriff

**Municipalities (Mayor and members of governing body, regardless of title):**

**USERS SHOULD CREATE THEIR OWN FORM, OR DOWNLOAD  
FROM WWW.NJ.GOV/DCA/LGS/P2P A COUNTY-BASED,  
CUSTOMIZABLE FORM.**

## STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business: Gold Type Business Machines Inc

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

OR

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

Check the box that represents the type of business organization:

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

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

Stockholders:

|                                                                                       |                                                                                                  |
|---------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------|
| Name: <u>Rich Puelli</u><br>Home Address: <u>71 Ridge Rd<br/>Rutherford, NJ 07070</u> | Name: <u>Pat Collins</u><br>Home Address: <u>750 Apple Ridge Rd<br/>Franklin Lakes, NJ 07417</u> |
| Name:<br>Home Address:                                                                | Name:<br>Home Address:                                                                           |
| Name:<br>Home Address:                                                                | Name:<br>Home Address:                                                                           |

Subscribed and sworn before me this 15 day of Dec, 2015

\_\_\_\_\_  
 (Notary Public) Monica K Lewis  
 My Commission expires: Monica K Lewis

\_\_\_\_\_  
 (Affiant)  
Vincent (Drew) (FD)  
 (Print name & title of affiant)

(Corporate Seal)

An Attorney-at-Law of the State of New Jersey authorized to administer this oath pursuant to N.J.S.A. 17:27.

**CERTIFICATION OF COMPLIANCE WITH THE CITY OF JERSEY CITY  
CONTRACTOR PAY-TO-PLAY REFORM ORDINANCE 08-128 ADOPTED  
ON SEPTEMBER 3, 2008**

**PART I - Vendor Affirmation**

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that Gold Type Business Machines (name of business entity) has not made any reportable contributions in the \*\*one-year period preceding 11/11/11 (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 Ordinances 08-128 (attached hereto) and that would bar the award of this contract. I further certify that during the term of this contract Gold Type Business Machines Inc (name of business entity) will not make any reportable contributions in violation of Ordinance 08-128.

**PART II - Signature and Attestation:**

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

Name of Business Entity: Gold Type Business Machines Inc

Signed: [Signature] Title: CFO

Print Name: Vincent Cooper Date: 12/15/11

Subscribed and sworn before me this 17 day of December 2011.

My Commission expires: \_\_\_\_\_  
[Signature] (Affiant)  
Vincent Cooper, CFO  
 (Print name & title of affiant) (Corporate Seal)

Monica K Lewis  
 An Attorney At-Law of the State of New Jersey  
 authorized to administer this oath pursuant  
 to NJSA 41:2-1

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

**AFFIRMATIVE ACTION COMPLIANCE NOTICE**

N.J.S.A. 10:5-31 and N.J.A.C. 17:27  
**GOODS AND SERVICES CONTRACTS**

**(INCLUDING PROFESSIONAL SERVICES)**

This form is a summary of the successful bidder's requirement to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

The successful bidder shall submit to the public agency, after notification of award but prior to execution of this contract, one of the following three documents as forms of evidence:

(a) A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);

OR

(b) A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4;

OR

(c) A photocopy of an Employee Information Report (Form AA302) provided by the Division and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

The successful vendor may obtain the Affirmative Action Employee Information Report (AA302) from the contracting unit during normal business hours.

The successful vendor(s) must submit the copies of the AA302 Report to the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts (Division). The Public Agency copy is submitted to the public agency, and the vendor copy is retained by the vendor.

The undersigned vendor certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27 and agrees to furnish the required forms of evidence:

The undersigned vendor further understands that his/her bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

COMPANY: Gold Tree Business Machines Inc

SIGNATURE: [Signature] DATE: 12/18/15

PRINT NAME: Vincent [Signature] TITLE: CFO

AFFIRMATIVE ACTION COMPLIANCE (SAMPLE DOCUMENTS)

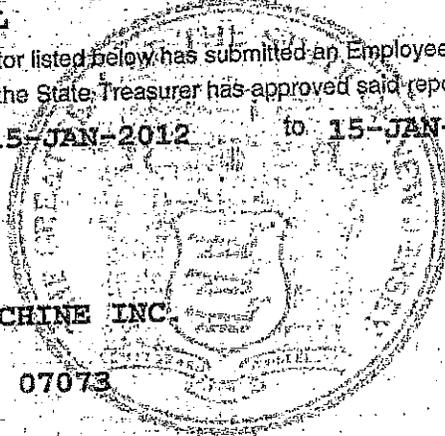
Certification 24180

## CERTIFICATE OF EMPLOYEE INFORMATION REPORT

### RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of **15-JAN-2012** to **15-JAN-2019**.

**GOLD TYPE BUSINESS MACHINE INC.**  
**351 PATERSON AVENUE**  
**EAST RUTHERFORD NJ 07073**



Andrew P. Sidamon-Eristoff  
State Treasurer

**PUBLIC DISCLOSURE INFORMATION**

Chapter 33 of the Public Laws of 1977 provides that no Corporation or Partnership shall be awarded any State, City, Municipal or Schools District contracts for the performance of any work or the furnishing of any materials or supplies, unless prior to the receipt of the bid or accompanying the bid of said corporation or partnership there is submitted a public disclosure information statement. The statement shall set forth the names and addresses of all stockholders in the corporation or partnership who own ten percent (10%) or more of its stock of any class, or of all individual partners in the partnership who own a ten percent (10%) or greater interest therein.

*Gold Type Business Machine Inc*

**STOCKHOLDERS:**

| Name               | Address                                       | % owned   |
|--------------------|-----------------------------------------------|-----------|
| <i>Bob Powell</i>  | <i>71 Ridge Rd, Rockledge NJ 07866</i>        | <i>50</i> |
| <i>Pat Collins</i> | <i>750 Apple Ridge Rd, Fairfield NJ 07003</i> | <i>50</i> |
|                    |                                               |           |
|                    |                                               |           |
|                    |                                               |           |

SIGNATURE: *Pat Collins*  
*Pat Collins*

TITLE: *Officer*

SUBSCRIBED AND SWORN TO BEFORE ME THIS DAY *18* *Dec* OF 20 *05*

(TYPE OR PRINT NAME OF AFFIANT UNDER SIGNATURE)

NOTARY PUBLIC OF MY COMMISSION EXPIRES: 20. *Monica K Lewis*  
*Monica K Lewis*

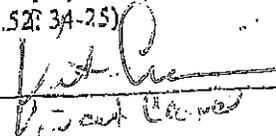
(NOTE: THIS FORM MUST BE COMPLETED, NOTARIZED AND RETURNED WITH THIS PROPOSAL).  
*An Attorney At Law of the State of New Jersey authorized to administer this oath pursuant to NJSA 4:12-1.*

NON COLLUSION AFFIDAVIT  
STATE OF NEW JERSEY  
CITY OF JERSEY CITY

I certify that I am Vincent Crapanzani - CFO  
of the firm of Gold Type Business Machines Inc.

the bidder making the proposal for the above named project, and that I executed the said proposal with full authority so to do; that said bidder has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the City of Jersey City relies upon the truth of the statements contained in said proposal and in the statements contained in this affidavit in awarding the contract for the said project.

I further warrant that no person or selling agency has been employed to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by (N.J.S.A. 52:34-25)

(Signature of respondent)   
Vincent Crapanzani

SUBSCRIBED AND SWORN TO  
BEFORE ME THIS DAY 18 December OF 2015

(TYPE OR PRINT NAME OF AFFILIANT UNDER SIGNATURE)  
NOTARY PUBLIC OF Monica K Lewis  
MY COMMISSION EXPIRES: 20.. Monica K Lewis

(NOTE: THIS FORM MUST BE COMPLETED, NOTARIZED AND RETURNED WITH THIS PROPOSAL).  
an Attorney-At-Law of the State of New Jersey authorized to administer this oath pursuant to N.J.S.A. 41:2-1

**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**  
N.J.S.A. 10:5-31 and N.J.A.C. 17:27 (continued)

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

In conforming with the applicable employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions. The contractor and its subcontractors shall furnish such reports or other documents to the Division of Contract Compliance & EEO as may be requested by the Division from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Contract Compliance & EEO for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

The undersigned vendor certifies that he/she received, read, and is aware of the commitment to comply with:

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

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

Representative's Name/Title (Print): Vincent Ciavarella, CFO

Representative's Signature: [Signature]

Name of Company: Gold Type Business Machines Inc.

Tel. No. 201-935-5500 Date: 12/15/15

**CERTIFICATION OF COMPLIANCE WITH THE CITY OF JERSEY CITY  
CONTRACTOR PAY-TO-PLAY REFORM ORDINANCE 08-128 ADOPTED  
ON SEPTEMBER 3, 2008**

**PART I - Vendor Affirmation**

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that Gold Type Business Machines Inc (name of business entity) has not made any reportable contributions in the \*\*one-year period preceding 10/16 (date City Council awards contract) that would be deemed to be violations of Section One of the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128 (attached hereto) and that would bar the award of this contract. I further certify that during the term of the contract Gold Type Business Machines (name of business entity) will not make any reportable contributions in violation of Ordinance 08-128.

**PART II - Signature and Attestation:**

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

Name of Business Entity: Gold Type Business Machines Inc

Signed: [Signature] Title: CFO

Print Name: Vince Crowe Date: 10/16/08

Subscribed and sworn before me this 18 day of Decemb, 2008.

My Commission expires: \_\_\_\_\_  
[Signature] (Affiant)  
Vince Crowe, CFO  
(Print name & title of affiant) (Corporate Seal)

Monica K Lewis  
Monica K Lewis  
An Attorney At-law of the State of New Jersey  
authorized to administer this oath pursuant  
to NJSA 41:2-1.

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

**AFFIRMATIVE ACTION COMPLIANCE NOTICE**

N.J.S.A. 10:5-31 and N.J.A.C. 17:27

**GOODS AND SERVICES CONTRACTS  
(INCLUDING PROFESSIONAL SERVICES)**

This form is a summary of the successful bidder's requirement to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

The successful bidder shall submit to the public agency, after notification of award but prior to execution of this contract, one of the following three documents as forms of evidence:

(a) A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);

OR

(b) A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4;

OR

(c) A photocopy of an Employee Information Report (Form AA302) provided by the Division and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

The successful vendor may obtain the Affirmative Action Employee Information Report (AA302) from the contracting unit during normal business hours.

The successful vendor(s) must submit the copies of the AA302 Report to the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts (Division). The Public Agency copy is submitted to the public agency, and the vendor copy is retained by the vendor.

The undersigned vendor certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27 and agrees to furnish the required forms of evidence:

The undersigned vendor further understands that his/her bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

COMPANY: Gold Type Business Machines Inc

SIGNATURE: [Signature] DATE: 12/15/15

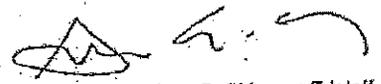
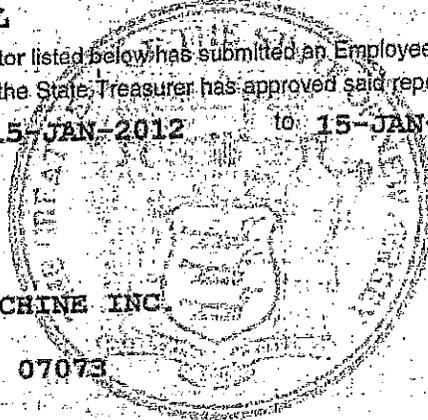
PRINT NAME: Vincent Cronin TITLE: CEO

Certification 24180

**CERTIFICATE OF EMPLOYEE INFORMATION REPORT  
RENEWAL**

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of **15-JAN-2012** to **15-JAN-2019**

**GOLD TYPE BUSINESS MACHINE INC.  
351 PATERSON AVENUE  
EAST RUTHERFORD NJ 07073**

  
Andrew P. Sldamon-Eristoff  
State Treasurer.





**STATE OF NEW JERSEY  
BUSINESS REGISTRATION CERTIFICATE****Taxpayer Name:** GOLD TYPE BUSINESS MACHINES, INC.**Trade Name:****Address:** 351 PATERSON AVENUE  
EAST RUTHERFORD, NJ 07073-1365**Certificate Number:** 0067515**Effective Date:** February 22, 1977**Date of Issuance:** December 18, 2015**For Office Use Only:**

20151218121031756

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

City Clerk File No. Res. 16.113

Agenda No. 10-X

Approved: FEB 24 2016

TITLE:



## RESOLUTION AUTHORIZING AN AGREEMENT WITH G.T.B.M INC FOR PROVIDING MAINTENANCE AND SUPPORT SERVICES FOR THE DEPARTMENT OF PUBLIC SAFETY LAN/HARDWARE AND NCIC 2000 SYSTEM WITHOUT PUBLIC BIDDING

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

**WHEREAS**, funds must be allocated for the Police Department's existing software applications within NCIC 2000 created by G.T.B.M. Inc. and is a proprietary system that requires support and maintenance services; and

**WHEREAS**, vendors providing this service must be certified by the New Jersey State Police and must pass the same FBI and State Police security audits as do law enforcement agencies throughout the State of New Jersey; and

**WHEREAS**, G.T.B.M. Inc. is the only vendor in New Jersey to successfully complete all certifications; and

**WHEREAS**, G.T.B.M. Inc. has agreed to provide LAN and hardware system maintenance services in the manner specified by the Department of Public Safety's Computer Services Unit; and

**WHEREAS**, service will be provided 24 hours per day and seven (7) days per week with a minimum mandated response of four (4) hours; and

**WHEREAS**, the City of Jersey City (City) has received a proposal from G.T.B.M. Inc. in the total amount of Three Hundred Eight Thousand Nine Hundred (\$308,900.00) Dollars a Year beginning January 1, 2016 thru December 31, 2016; and

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

**WHEREAS**, funds in the amount of \$77,225.00 are currently available in the temporary 2016 budget of Account No. 16-01-201-25-271-310; and

**WHEREAS**, this award is exempt for public bidding pursuant to N.J.S.A. 40A:11-5(1)(dd), because it is for maintenance and support services for a proprietary computer system; and

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

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

**WHEREAS**, G.T.B.M Inc. has completed and submitted a Business Entity Disclosure Certification which certifies that G.T.B.M Inc. has not made any reportable contributions to the political or candidate committees listed in the Business Entity Disclosure Certification in the previous one year and that the contract will G.T.B.M. Inc. from making any reportable contributions during the term of the contract; and

**WHEREAS**, G.T.B.M Inc. has submitted a Chapter 271 Political Contribution Disclosure Certification at least 10 days prior to the award of this contract; and

**WHEREAS**, G.T.B.M Inc. has submitted its certification of compliance with the City's Contractor Pay to Play Reform Ordinance 08-128 adopted on September 3, 2008; and certified that they have not made any reportable contributions in the one-year period preceding the award of this contract that would be deemed to be violations of Section One of the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128; and

TITLE:

**RESOLUTION AUTHORIZING AN AGREEMENT WITH G.T.B.M INC FOR PROVIDING MAINTENANCE AND SUPPORT SERVICES FOR THE DEPARTMENT OF PUBLIC SAFETY NCIC 2000 SYSTEM WITHOUT PUBLIC BIDDING**

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

- 1. A one year contract is awarded to G.T.B.M. Inc. in the amount of Three Hundred Eight Thousand Nine Hundred (\$308,900.00) Dollars per year and the City's Purchasing Agent is directed to have such a contract drawn up and executed; and
- 2. This contract is awarded without public bidding pursuant to N.J.S.A. 40A:11-5 (1)(dd); and
- 3. The award of this contract shall be subject to the condition that G.T.B.M. Inc. provides satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination N.J.S.A. 10:5-31 et seq.;
- 4. Pursuant to N.J.A.C. 5:30-5.5(a), the continuation of the contract after the expenditure of funds encumbered in the 2016 temporary budget shall be subject to the availability and appropriation of sufficient funds in the 2016 year permanent budget;
- 5. Upon certification by an official or employee of the City authorized to attest that the agreement has been compiled with in all respects and the requirements of the agreement met, payment to contractor shall be made in accordance with the provisions of the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et seq.
- 6. The Business Entity Disclosure Certification, Chapter 271 Political Contribution Disclosure Certification, 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 are available for this expenditure in accordance with the Local Budget Law, N.J.S.A. 40A:4-1 et seq., in **Account No.16- 01-201-25-271-310.**

ACCT# 16-01-201-25-271-310

P.O.# 119957

AMT. \$308,900.00

APPROVED: Jerome Pale  
APPROVED: [Signature]  
Business Administrator

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

**APPROVED 9-0**

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE 2.24.16 |     |     |      |               |     |     |      |                |     |     |      |
|-------------------------------------------------|-----|-----|------|---------------|-----|-----|------|----------------|-----|-----|------|
| COUNCILPERSON                                   | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON  | AYE | NAY | N.V. |
| GAJEWSKI                                        | ✓   |     |      | YUN           | ✓   |     |      | RIVERA         | ✓   |     |      |
| RAMCHAL                                         | ✓   |     |      | OSBORNE       | ✓   |     |      | WATTERMAN      | ✓   |     |      |
| BOGGIANO                                        | ✓   |     |      | COLEMAN       | ✓   |     |      | LAVARRO, PRES. | ✓   |     |      |

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

[Signature]  
Rolando R. Lavarro, Jr., President of Council

[Signature]  
Robert Byrne, City Clerk

**RESOLUTION FACT SHEET – CONTRACT AWARD**

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

**Full Title of Ordinance/Resolution**

**RESOLUTION AUTHORIZING AN AGREEMENT WITH G.T.B.M INC FOR PROVIDING MAINTENANCE AND SUPPORT SERVICES FOR THE DEPARTMENT OF PUBLIC SAFETY LAN/HARDWARE AND NCIC 2000 SYSTEM WITHOUT PUBLIC BIDDING**

**Initiator**

|                     |                   |                             |
|---------------------|-------------------|-----------------------------|
| Department/Division | PUBLIC SAFETY     | Communications & Technology |
| Name/Title          | Robert Baker, Sr. | Director                    |
| Phone/email         | 201-547-5449      | rbakersr@njcps.org          |

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

**Resolution Purpose**

The Police Department utilizes existing software applications within NCIC 2000 and was created by G.T.B.M. Inc. It is a proprietary system that requires support and maintenance services. Vendors providing this service must be certified by the New Jersey State Police and must pass the same FBI and State Police security audits as do law enforcement agencies throughout the State of New Jersey.  
G.T.B.M. Inc. is the only vendor in New Jersey to successfully complete all certifications.

I certify that all the facts presented herein are accurate.

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

Date 2/16/14

\_\_\_\_\_  
Signature of Purchasing Director

Date

## DETERMINATION OF VALUE CERTIFICATION

James Shea, of full age, hereby certifies as follows:

1. I am Public Safety Director for the City of Jersey City (Police Department).
2. Attached to this Certification is a resolution awarding a contract to G.T.B.M. Inc. to provide the City with LAN support and maintenance.
3. The term of the contract is one year effective as of January 1, 2016.
4. The amount of the contract is \$308,900.00 per year which exceeds \$17,500.
5. This certification is made pursuant to N.J.S.A. 19:44A-20.5.
6. I certify that the foregoing statements are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

Dated:

2/16/16



James Shea, Director of Public Safety

Req # 0193111



**IT /LAN/COMPUTERS/PRINTER/RADIO  
SERVICE AGREEMENT BETWEEN  
JERSEY CITY DEPARTMENT OF PUBLIC SAFETY  
and  
GOLD TYPE BUSINESS MACHINES**

THIS SERVICE AGREEMENT ("Agreement") is made this 1<sup>st</sup> day of Jan 2016 by and between the Jersey City Department of Public Safety ("Customer") AND GOLD TYPE BUSINESS MACHINES ("GTBM") for service and support of Customer's IT, Local Area Networks (LANs)/Computers and Printers; and repair labor for Radio support.

**1. SERVICES AND PROCESS**

- a) GTBM will provide two full-time onsite personnel to support the IT infrastructure Monday through Friday 9am to 5pm. Overflow work that cannot be handled by onsite GTBM personnel will be performed by GTBM help desk personnel who will determine the need and allocate additional personnel at GTBM's discretion.
- b) GTBM will provide Customer with maintenance support, repair service for all thin clients, Desktop VDI, computers, printers and communications devices used by Customer to connect to the New Jersey State Police for NCIC 2000 communication. These services will be provided 24/7/365 with a four (4) hour emergency response.
- c) GTBM will provide all labor to meet Customer's needs for all other computer, LAN and printer maintenance and will provide 1 (one) replacement drum and fuser per printer per year for up to 80 printers. GTBM will provide



Req # 0173111

other necessary printer replacement parts that cost \$150 or less at no cost to the Customer. These services will be provided during normal business hours, Monday through Friday from 8:30am to 5pm.

- d) GTBM will provide support the FIRE FSA system during normal business hours, Monday through Friday from 8:30am to 5pm.
- e) GTBM will provide support Fire ground tie line channel banks during normal business hours, Monday through Friday from 8:30am to 5pm.
- f) GTBM will provide support for the BDA West radio system during normal business hours, Monday through Friday from 8:30am to 5pm.
- g) GTBM will provide support and maintenance of the ABC Card printer system. This service will be provided during normal business hours, Monday through Friday from 8:30am to 5pm with 24 hour response time.
- h) GTBM will provide support and maintenance of all DIG terminals throughout the department during normal business hours, Monday through Friday from 8:30am to 5pm.
- i) GTBM will support and maintain all newly acquired LAN desktop equipment throughout the term of the service agreement.
- j) GTBM will provide maintenance and support for the Facial Recognition and Intercom systems throughout the term of this agreement.
- k) Customer shall notify GTBM onsite personnel of all service needs or contact the GTBM Service Department at 201-935-5090 during normal business hours Monday through Friday from 8:30am until 5pm. After-hours support can be received by calling the Service Department and following the auto-attendant prompts.

## 2. CHARGES AND PAYMENTS

- a) Customer agrees to pay an annual fee of \$308,900.00 (three-hundred eight thousand nine-hundred dollars) for the services on a quarterly basis, in advance,



1  
Req #  
0173111

for the period beginning Jan 1, 2016 and ending Dec 31<sup>st</sup>, 2016. Customer further agrees to pay for all parts required for printer repair which are in excess of \$150 which shall be billed to Customer on a quarterly basis.

### 3. LIMITATION OF LIABILITY

IN NO EVENT SHALL GTBM BE LIABLE FOR PERSONAL INJURY, OR ANY INCIDENTAL, PUNITIVE, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, LOSS OF DATA, BUSINESS INTERRUPTION OR ANY OTHER COMMERCIAL DAMAGES OR LOSSES, ARISING OUT OF OR RELATED TO CUSTOMER'S USE OR INABILITY TO USE A TERMINAL, COMPUTER, LAN DEVICE, PRINTER, A COMMUNICATIONS DEVICE DUE TO A FAILURE OF A THIRD PARTY VENDOR OR DISABLED INTERNET CONNECTIVITY, HOWEVER CAUSED, REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT OR OTHERWISE) AND EVEN IF GTBM HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

### 4. TERMINATION

- a) GTBM may terminate this Agreement if GTBM gives written notice to the Customer specifying the Customer's failure to make payment when due and the Customer then fails to make such payment within ten (10) days following receipt of such notice.
- b) Either party may also terminate this Agreement by written notice to the other, effective immediately upon receipt, if the other party shall file a petition in bankruptcy, shall be adjudicated to be bankrupt, shall take advantage of the insolvency laws of any state, territory or country, shall make an assignment for the benefit of creditors, shall be voluntarily or involuntarily dissolved, shall admit in writing its inability to pay debts as they come due, or shall have a receiver, trustee or other court officer appointed for its property.



Req# 0173111

- c) Termination of this Agreement does not relieve either party of obligations to make any payments or perform any services due prior to the date of termination.

## 5. MISCELLANEOUS

- a) The parties agree that this Agreement including any Exhibits hereto and thereto, and any submissions or proposals referred to in any of those Exhibits, constitute the entire agreement between the parties in connection with the Service Agreement and supersede all prior agreements, understandings, negotiations and discussions, whether oral or written, of the parties. Customer may not assign the Agreement without the express, written consent of GTBM. Except as otherwise provided in the Agreement, notices, demands, requests or other communications which are given or required pursuant to the Agreement shall be in writing and shall be delivered by first class, registered or certified mail, postage prepaid, or by hand (including third-party courier or nationally recognized overnight service) or facsimile to a party's address indicated in the Agreement. Each party agrees to provide the other notice of any address change. If any term of the Agreement is found to be invalid or unenforceable, the remaining provisions will remain effective. If either party fails to require performance by the other party of any provision, it shall not affect the right to require performance at any time thereafter nor shall it be held to be a waiver of the provision itself. Pursuit of any remedy hereunder or under applicable law by either party shall not prevent such party from pursuing any other available remedy and shall not operate as an election of remedies. Except for payment obligations, neither party will be responsible for performance of its obligations hereunder where delayed or hindered by war, terrorism, riots, embargoes, strikes or acts of its vendors, suppliers, accidents, acts of God or any other event beyond its reasonable control. The Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together will constitute one agreement. This Agreement shall be governed by the laws of the State of New Jersey.

Req #  
0173111



**6. ACCEPTANCE OF AGREEMENT**

- a) By providing a Purchase Order number referencing this Agreement, Customer acknowledges and confirms that Customer has read and accepts all of the services and terms specified herein.

**GTBM**

**By:** \_\_\_\_\_

**Name:** \_\_\_\_\_

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

**Jersey City Department of Public Safety**

**By:** \_\_\_\_\_

**Name:** \_\_\_\_\_

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

Req #  
0173111



## Exhibit A

### Agreement Specifications

Agreement provides:

Labor for the following devices:

All NCIC 2000 terminals, computers, printers and communications devices  
All printers throughout the department  
All computers and LAN devices  
ABC Card Printer System  
SIMMS Terminals

Replacement Parts:

Up to 80 drums and fusers for printers  
Any printer parts with that cost \$150 or less.

Maintenance and Support for:

Facial Recognition system  
Intercom system  
Radio services

**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@jenj.org](mailto:abuanj@jenj.org)

**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**  
N.J.S.A. 10:5-31 and N.J.A.C. 17:27 (continued)

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

In conforming with the applicable employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions. The contractor and its subcontractors shall furnish such reports or other documents to the Division of Contract Compliance & EEO as may be requested by the Division from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Contract Compliance & EEO for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

The undersigned vendor certifies that he/she received, read, and is aware of the commitment to comply with:

N.J.S.A. 10:5-31 and N.J.A.C. 17:27

**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**  
Goods, Professional Services and General Service Contracts  
(Mandatory Affirmative Action Language)

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

Representative's Name/Title (Print): Vincent Crespo CFO

Representative's Signature: [Signature]

Name of Company: Cold Type Business Machines, Inc

Tel. No.: 201-935-5000 Date: 11/18/15

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

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

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

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

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

Representative's Name/Title (Print): Viggo Crowder (PO)  
 Representative's Signature: [Signature]  
 Name of Company: Gold Type Business Machines, Inc  
 Tel. No.: 415 925 0070 Date: 12/11/15

**MINORITY/WOMAN BUSINESS ENTERPRISE (MWBE)**

**Questionnaire for Bidders**

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

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

Business Name: Gold Type Business Machines Inc

Address: 351 Anderson Ave, East Rutherford NJ 07073

Telephone No.: 201-935-5000

Contact Name: V. J. Carver

Please check applicable category:

Minority Owned

Minority & Woman Owned

Woman Owned

Neither

**Definition of Minority Business Enterprise**

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

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

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

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

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

**Woman Business Enterprise**

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

**DIVISION OF PURCHASING COPY**

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

**Part I - Vendor Affirmation**

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that the <name of *Gold Type Business Machines Inc*> *Inc* business entity> has not made and will not make any reportable contributions pursuant to N.J.S.A. 19:44A-1 et seq. that, pursuant to P.L. 2004, c. 19 would bar the award of this contract in the one year period preceding (date of award scheduled *11/16* for approval of the contract by the governing body) to any of the following named candidate committee, joint candidates committee; or political party committee representing the elected officials of the <name of entity of elected officials> as *City of Jersey City* defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (r).

|                                       |                                       |
|---------------------------------------|---------------------------------------|
| Election Fund for Steven Fulop (2013) | Councilperson Frank Gajewski          |
| Team Fulop                            | Councilperson Khemraj "Chico" Ramchal |
| Team Fulop Runoff                     | Councilperson Richard Boggiano        |
| Lavarro for Council                   | Councilperson Michael Yun             |
| Councilperson Joyce E. watterman      | Councilperson Candice Osborne         |
| Councilperson Daniel Rivera           | Councilperson Diane Coleman           |

**Part II - Ownership Disclosure Certification**

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

Check the box that represents the type of business entity:

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

| Name of Stock or Shareholder | Home Address                                       |
|------------------------------|----------------------------------------------------|
| <i>Rich Picelli</i>          | <i>71 Ridge Rd, Rutherford NJ 07070</i>            |
| <i>Pat Collins</i>           | <i>750 Apple Ridge Rd, Franklin Lakes NJ 07417</i> |
|                              |                                                    |
|                              |                                                    |

**Part 3 - Signature and Attestation:**

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

Name of Business Entity: *Gold Type Business Machines Inc*  
 Signed: *V. West Crown* Title: *CEO*  
 Print Name: *V. West Crown* Date: *12/15/15*

Subscribed and sworn before me this *17* day of *Dec*, 2015 *Monica K Lewis*  
 My Commission expires: *Monica K Lewis*  
*for Attorney At Law of the State*  
 of New Jersey authorized to administer Heris Oath pursuant to N.J.S.A. 41:2-1.  
*V. West Crown*  
 (Affiant)  
*V. West Crown (CEO)*  
 (Print name & title of affiant) (Corporate Seal)

**List of Agencies with Elected Officials Required for Political Contribution Disclosure**  
**N.J.S.A. 19:44A-20.26**

**County Name:**

**State: Governor, and Legislative Leadership Committees**

**Legislative District #s:**

**State Senator and two members of the General Assembly per district.**

**County:**

Freeholders

{County Executive}

County Clerk

Surrogate

Sheriff

**Municipalities (Mayor and members of governing body, regardless of title):**

**USERS SHOULD CREATE THEIR OWN FORM, OR DOWNLOAD  
FROM WWW.NJ.GOV/DCA/LGS/P2P A COUNTY-BASED,  
CUSTOMIZABLE FORM.**

## STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business: Gold Type Business Machines Inc

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

OR

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

Check the box that represents the type of business organization:

Partnership

Corporation

Sole Proprietorship

Limited Partnership

Limited Liability Corporation

Limited Liability Partnership

Subchapter S Corporation

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

Stockholders:

|                                                                                        |                                                                                                  |
|----------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------|
| Name: <u>Rich Picelli</u><br>Home Address: <u>71 Maple Rd<br/>Rutherford, NJ 07072</u> | Name: <u>Pat Collins</u><br>Home Address: <u>700 Apple Ridge Rd<br/>Franklin Lakes, NJ 07417</u> |
| Name:<br>Home Address:                                                                 | Name:<br>Home Address:                                                                           |
| Name:<br>Home Address:                                                                 | Name:<br>Home Address:                                                                           |

|                                                                                                                                                          |                                                                                                                              |
|----------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------|
| Subscribed and sworn before me this <u>15</u> day of <u>Dec</u> , 2005<br>_____<br>(Notary Public) <u>Monica K Lewis</u><br>My Commission expires: _____ | <u>[Signature]</u><br>(Affiant)<br><u>Vincent (Drew) LTD</u><br>(Print name & title of affiant)<br>_____<br>(Corporate Seal) |
|----------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------|

An Attorney-at-Law of the State of New Jersey authorized to administer this oath pursuant to N.J.S.A. 41:2-1.

**CERTIFICATION OF COMPLIANCE WITH THE CITY OF JERSEY CITY  
CONTRACTOR PAY-TO-PLAY REFORM ORDINANCE 08-128 ADOPTED  
ON SEPTEMBER 3, 2008**

**PART I - Vendor Affirmation**

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that Gold Type Business Machines (name of business entity) has not made any reportable contributions in the \*\*one-year period preceding 11/11/08 (date City Council awards contract) that would be deemed to be violations of Section One of the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128 (attached hereto) and that would bar the award of this contract. I further certify that during the term of the contract Gold Type Business Machines Inc (name of business entity) will not make any reportable contributions in violation of Ordinance 08-128.

**PART II - Signature and Attestation:**

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

Name of Business Entity: Gold Type Business Machines Inc

Signed: Vincent Cooper Title: CEO

Print Name: Vincent Cooper Date: 12/10/10

Subscribed and sworn before me this 10 day of December 2010.  
My Commission expires: \_\_\_\_\_  
Vincent Cooper (Affiant)  
(Print name & title of affiant) (Corporate Seal)

Monica K Lewis  
An Attorney-at-Law of the State of New Jersey  
authorized to administer this oath pursuant  
to N.J.S.A. 41:2-1

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

**AFFIRMATIVE ACTION COMPLIANCE NOTICE**

N.J.S.A. 10:5-31 and N.J.A.C. 17:27

**GOODS AND SERVICES CONTRACTS**

(INCLUDING PROFESSIONAL SERVICES)

This form is a summary of the successful bidder's requirement to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

The successful bidder shall submit to the public agency, after notification of award but prior to execution of this contract, one of the following three documents as forms of evidence:

(a) A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);

OR

(b) A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4;

OR

(c) A photocopy of an Employee Information Report (Form AA302) provided by the Division and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

The successful vendor may obtain the Affirmative Action Employee Information Report (AA302) from the contracting unit during normal business hours.

The successful vendor(s) must submit the copies of the AA302 Report to the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts (Division). The Public Agency copy is submitted to the public agency, and the vendor copy is retained by the vendor.

The undersigned vendor certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27 and agrees to furnish the required forms of evidence:

The undersigned vendor further understands that his/her bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

COMPANY: Gold Tree Business Machines Inc

SIGNATURE: [Signature] DATE: 12/18/15

PRINT NAME: Viggoth [Signature] TITLE: CEO

AFFIRMATIVE ACTION COMPLIANCE (SAMPLE DOCUMENTS)

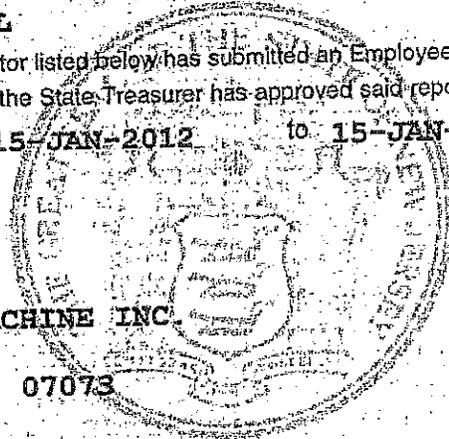
Certification 24180

## CERTIFICATE OF EMPLOYEE INFORMATION REPORT

### RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of **15-JAN-2012** to **15-JAN-2019**.

**GOLD TYPE BUSINESS MACHINE INC.**  
**351 PATERSON AVENUE**  
**EAST RUTHERFORD NJ 07073**



A handwritten signature in black ink, appearing to read "Andrew P. Sidamon-Eristoff".

Andrew P. Sidamon-Eristoff  
State Treasurer

**PUBLIC DISCLOSURE INFORMATION**

Chapter 33 of the Public Laws of 1977 provides that no Corporation or Partnership shall be awarded any State, City, Municipal or Schools District contracts for the performance of any work or the furnishing of any materials or supplies, unless prior to the receipt of the bid or accompanying the bid of said corporation or partnership there is submitted a public disclosure information statement. The statement shall set forth the names and addresses of all stockholders in the corporation or partnership who own ten percent (10%) or more of its stock of any class, or of all individual partners in the partnership who own a ten percent (10%) or greater interest therein.

STOCKHOLDERS:

*Gold Type Business Machines Inc*

| Name               | Address                                       | % owned   |
|--------------------|-----------------------------------------------|-----------|
| <i>Rich Powell</i> | <i>71 Ridge Rd, Rockland NJ 07866</i>         | <i>50</i> |
| <i>Pat Collins</i> | <i>780 Apple Ridge Rd, Fincastle VA 22703</i> | <i>50</i> |
|                    |                                               |           |
|                    |                                               |           |
|                    |                                               |           |

SIGNATURE:

*[Handwritten Signature]*  
*W. West Cooper*

TITLE:

*CEO*

SUBSCRIBED AND SWORN TO BEFORE ME THIS DAY

*18 Dec* OF 20 *15*

(TYPE OR PRINT NAME OF AFFIANT UNDER SIGNATURE)

NOTARY PUBLIC OF MY COMMISSION EXPIRES: 20

*[Handwritten Signature]*  
*Monica K Lewis*

(NOTE: THIS FORM MUST BE COMPLETED, NOTARIZED AND RETURNED WITH THIS PROPOSAL).

*An Attorney At Law of the State of New Jersey authorized to administer this oath pursuant to NJSA 41:2-1.*

NON COLLUSION AFFIDAVIT  
STATE OF NEW JERSEY  
CITY OF JERSEY CITY

I certify that I am Vincent Crivello - CFO  
of the firm of Gold Type Business Machines Inc.

the bidder making the proposal for the above named project, and that I executed the said proposal with full authority so to do; that said bidder has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the City of Jersey City relies upon the truth of the statements contained in said proposal and in the statements contained in this affidavit in awarding the contract for the said project.

I further warrant that no person or selling agency has been employed to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by (N.J.S.A. 52:34-25)

(Signature of respondent) Vincent Crivello

SUBSCRIBED AND SWORN TO  
BEFORE ME THIS DAY 18 December OF 2015

(TYPE OR PRINT NAME OF AFFIANT UNDER SIGNATURE)  
NOTARY PUBLIC OF Monica K. Lewis  
MY COMMISSION EXPIRES: 20 Monica K. Lewis

(NOTE: THIS FORM MUST BE COMPLETED, NOTARIZED AND RETURNED WITH THIS PROPOSAL).  
an Attorney-at-law of the State of New Jersey authorized to administer this oath pursuant to N.J.S.A. 41:2-1

**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**  
N.J.S.A. 10:5-31 and N.J.A.C. 17:27 (continued)

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

In conforming with the applicable employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions. The contractor and its subcontractors shall furnish such reports or other documents to the Division of Contract Compliance & EEO as may be requested by the Division from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Contract Compliance & EEO for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

The undersigned vendor certifies that he/she received, read, and is aware of the commitment to comply with:

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

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

Representative's Name/Title (Print): Vincent Ciocca, CFO

Representative's Signature: [Signature]

Name of Company: Gold Type Business Machines Inc.

Vol. No. 201-935-5000 Date: 12/15/15

**CERTIFICATION OF COMPLIANCE WITH THE CITY OF JERSEY CITY  
CONTRACTOR PAY-TO-PLAY REFORM ORDINANCE 08-128 ADOPTED  
ON SEPTEMBER 3, 2008**

**PART I - Vendor Affirmation**

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that Edd Type Business Machines Inc (name of business entity) has not made any reportable contributions in the \*\*one-year period preceding 11/16 (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 Edd Type Business Machines Inc (name of business entity) will not make any reportable contributions in violation of Ordinance 08-128.

**PART II - Signature and Attestation:**

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

Name of Business Entity: Edd Type Business Machines Inc

Signed: [Signature] Title: CFO

Print Name: Vincent Crowe Date: 12/18/15

Subscribed and sworn before me this 18 day of Decemb, 2015.

My Commission expires: \_\_\_\_\_  
[Signature]  
\_\_\_\_\_  
(Print name & title of affiant) (Corporate Seal)

Monica K Lewis  
An Attorney At-law of the State of New Jersey  
authorized to administer this oath pursuant  
to NJSA 41:2-1.

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

**AFFIRMATIVE ACTION COMPLIANCE NOTICE**

N.J.S.A. 10:5-31 and N.J.A.C. 17:27

**GOODS AND SERVICES CONTRACTS  
(INCLUDING PROFESSIONAL SERVICES)**

This form is a summary of the successful bidder's requirement to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

The successful bidder shall submit to the public agency, after notification of award but prior to execution of this contract, one of the following three documents as forms of evidence:

(a) A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);

OR

(b) A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4;

OR

(c) A photocopy of an Employee Information Report (Form AA302) provided by the Division and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

The successful vendor may obtain the Affirmative Action Employee Information Report (AA302) from the contracting unit during normal business hours.

The successful vendor(s) must submit the copies of the AA302 Report to the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts (Division). The Public Agency copy is submitted to the public agency, and the vendor copy is retained by the vendor.

The undersigned vendor certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27 and agrees to furnish the required forms of evidence:

The undersigned vendor further understands that his/her bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

COMPANY: Gold Type Business Machines Inc

SIGNATURE: [Signature] DATE: 12/15/15

PRINT NAME: Vincent Curran TITLE: CEO

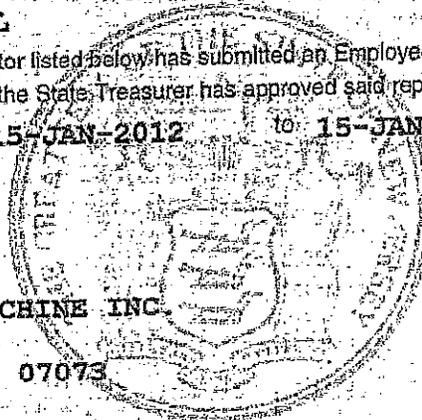
AFFIRMATIVE ACTION COMPLIANCE (SAMPLE DOCUMENTS)

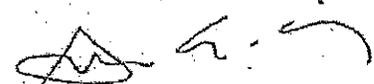
Certification 24180

**CERTIFICATE OF EMPLOYEE INFORMATION REPORT  
RENEWAL**

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of **15-JAN-2012** to **15-JAN-2019**

**GOLD TYPE BUSINESS MACHINE INC.  
351 PATERSON AVENUE  
EAST RUTHERFORD NJ 07073**



  
Andrew P. Sidamon-Eristoff  
State Treasurer





## STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

**Taxpayer Name:** GOLD TYPE BUSINESS MACHINES, INC.

**Trade Name:**

**Address:** 351 PATERSON AVENUE  
EAST RUTHERFORD, NJ 07073-1365

**Certificate Number:** 0067515

**Effective Date:** February 22, 1977

**Date of Issuance:** December 18, 2015

**For Office Use Only:**

20151218121031756

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

City Clerk File No. Res. 16.114

Agenda No. 10.Y

Approved: FEB 24 2016

TITLE:



**RESOLUTION AUTHORIZING AN AGREEMENT WITH G.T.B.M., INC FOR THE SUPPORT AND MAINTENANCE OF THE IP MOBILE NET MOBILE DATA TERMINAL SYSTEM FOR THE DEPARTMENT OF PUBLIC SAFETY (POLICE) WITHOUT PUBLIC BIDDING**

**COUNCIL AS A WHOLE OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:**

**WHEREAS**, the Police Department's Mobile Data Terminal System and wireless handheld devices operate on a seven day, twenty-four hour basis; and

**WHEREAS**, this equipment utilizes proprietary hardware and software within 350 handheld devices include but not limited to MDTs, Symbols, Xplore tablets, Data 911; and

**WHEREAS**, IP Mobile Net has authorized G.T.B.M. Inc. as the New Jersey service provider for the Department's proprietary software associated with the mobile data terminal system; and

**WHEREAS**, G.T.B.M. Inc, located at 351 Paterson Avenue, East Rutherford, NJ 07073, possess the skill and expertise to perform the necessary services; and

**WHEREAS**, the City of Jersey City (City) has received a proposal from G.T.B.M. in the total amount of Two Hundred Nineteen Thousand (\$219,700.00) Seven Hundred Dollars a year for a one year period beginning January 1, 2016 thru Dec 31, 2016; and

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

**WHEREAS**, funds in the amount of Fifty Four Thousand Nine Hundred Twenty Five Dollars (\$54,925.00) are available in the Temporary 2016 budget Account No. 16-01-201-25-271-310; source of funds is from operating account; and

**WHEREAS**, N.J.S.A. 40A:11-5(1) (dd) authorizes the City to award a contract without public advertising if said contract is for goods or services to support or maintain proprietary computer hardware and software already owned by the City; and

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

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

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

**WHEREAS**, G.T.B.M has submitted a Chapter 271 Political Contribution Disclosure Certification at least 10 days prior to the award of this contract; and

**WHEREAS**, G.T.B.M. has submitted its certification of compliance with the City's Contractor Pay-to-Play Reform Ordinance 08-128 adopted on September 3, 2008;

**RESOLUTION AUTHORIZING AN AGREEMENT WITH G.T.B.M., INC FOR THE SUPPORT AND MAINTENANCE OF THE IP MOBILE NET MOBILE DATA TERMINAL SYSTEM FOR THE DEPARTMENT OF PUBLIC SAFETY (POLICE) WITHOUT PUBLIC BIDDING**

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

1. A one year contract beginning January 1, 2016 thru December 31, 2016 is awarded to G.T.B.M. in the amount of Two Hundred Nineteen Thousand (\$219,700.00) Seven Hundred Dollars and the City's Purchasing Agent is directed to have such a contract drawn up and executed;
2. This contract is awarded without public bidding pursuant to N.J.S.A. 40A:11-5 (1)(dd); and
3. The award of this contract shall be subject to the condition that G.T.B.M. 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. Pursuant to N.J.A.C. 5:30-5.5(a), the continuation of the contract after the expenditure of funds encumbered in the 2016 temporary budget shall be subject to the availability and appropriation of sufficient funds in the 2016 year permanent budget;
5. Upon certification by an official or employee of the City authorized to administer the contract, that the services have been provided and that the requirements of the contract met, payment to the contractor shall be made in accordance with the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et seq.; and
6. The Business Entity Disclosure Certification, Chapter 271 Political Contribution Disclosure Certification, Certification of compliance with the city's contractor pay-to play reform ordinance, and the Determination of Value Certification attached hereto and incorporated herein by reference shall be placed on file with this resolution.

I, Donna Mauer, Donna Mauer Chief Financial Officer, hereby certify that sufficient funds are available for payment of the above resolution in Account No. **16-01-201-25-271-310**

**ACCT# 01-201-25-271-310                      P.O.# 119955                      AMT. \$219,700.00**

APPROVED: Jerome Pala  
APPROVED: [Signature]  
Business Administrator

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

**APPROVED 9-0**

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE <u>2 24 16</u> |     |     |      |               |     |     |      |                |     |     |      |
|--------------------------------------------------------|-----|-----|------|---------------|-----|-----|------|----------------|-----|-----|------|
| COUNCILPERSON                                          | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON  | AYE | NAY | N.V. |
| GAJEWSKI                                               | ✓   |     |      | YUN           | ✓   |     |      | RIVERA         | ✓   |     |      |
| RAMCHAL                                                | ✓   |     |      | OSBORNE       | ✓   |     |      | WATTERMAN      | ✓   |     |      |
| BOGGIANO                                               | ✓   |     |      | COLEMAN       | ✓   |     |      | LAVARRO, PRES. | ✓   |     |      |

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

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

[Signature]  
Rolando R. Lavarro, Jr., President of Council

[Signature]  
Robert Byrne, City Clerk

**RESOLUTION FACT SHEET – CONTRACT AWARD**

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

**Full Title of Ordinance/Resolution**

**RESOLUTION AUTHORIZING AN AGREEMENT WITH G.T.B.M., INC FOR THE SUPPORT AND MAINTENANCE OF THE IP MOBILE NET MOBILE DATA TERMINAL SYSTEM FOR THE DEPARTMENT OF PUBLIC SAFETY 9(POLICE) WITHOUT PUBLIC BIDDING**

**Initiator**

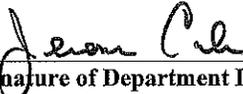
|                     |                   |                             |
|---------------------|-------------------|-----------------------------|
| Department/Division | PUBLIC SAFETY     | Communications & Technology |
| Name/Title          | Robert Baker, Sr. | Director                    |
| Phone/email         | 201-547-5449      | rbakersr@njcps.org          |

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

**Resolution Purpose**

Provides repair and replacement of radio related equipment for all Police and Fire vehicles as the City no longer has a radio repair shop. Supports the 30 police vehicles and 6 fixed locations utilizing ALPR (Automated License Plate Reader) technology. Supports the Wireless network dedicated to the ALPR system. Under this contract GTBM manages all billing associated with cell phones and tablets utilized by the Department of Public Safety.

I certify that all the facts presented herein are accurate.

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

Date 2/16/14

\_\_\_\_\_  
Signature of Purchasing Director

Date

## DETERMINATION OF VALUE CERTIFICATION

James Shea, of full age, hereby certifies as follows:

1. I am Public Safety Director for the City of Jersey City (Police Department).
2. Attached to this Certification is a resolution awarding a contract to G.T.B.M. Inc. to provide the City with Mobile Data maintenance and support.
3. The term of the contract is one year effective as of January 1, 2016.
4. The amount of the contract is \$219,700.00 per year which exceeds \$17,500.
5. This certification is made pursuant to N.J.S.A. 19:44A-20.5.
6. I certify that the foregoing statements are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

Dated:

2/16/16



James Shea, Director of Public Safety

Req# 0173108



**MOBILE DATA SYSTEMS  
(MDC, ALPR, RADIO AND VEHICLE SUPPORT)  
AGREEMENT BETWEEN**

**JERSEY CITY DEPARTMENT OF PUBLIC SAFETY**

and

**GOLD TYPE BUSINESS MACHINES**

THIS MOBILE DATA SYSTEMS (MDS) SERVICE AGREEMENT ("Agreement") is made this 1<sup>st</sup> day of Jan 2016 by and between the Jersey City Department of Public Safety Police and Fire ("Customer") AND GOLD TYPE BUSINESS MACHINES ("GTBM") for service and support of Customer's MDS and associated hardware, software and communications. This contract will not cover any mobile cellular voice devices.

**1. SERVICES AND PROCESS**

- a) GTBM will provide Customer with managed services including maintenance and repair service for Mobile Data Computers (MDC) for 130 units, Automatic License Plate Readers (ALPRs) and Radios as well as management of wireless communication services for MDCs, and excludes any other voice communications devices for Customer; including the underlying vehicle infrastructure to support communications with the Info-Cop™, the CAD system and ALPR systems on a 24/7/365 basis.
- b) GTBM will provide all labor to meet Customer's needs for vehicle equipment swaps and new vehicle installations associated with Mobile Data Computers. GTBM will provide any required parts that have a cost of \$100 or less at no cost to the Customer.
- c) GTBM will provide all labor to maintain the ALPR BOSS server and to

Req # 0173108



support 30 ALPR vehicles and 6 fixed ALPR units associated with the server including management of the wireless communications infrastructure.

d) GTBM will provide maintenance and labor support for existing vehicle radios. Annual preventative maintenance will be performed on all fixed vehicle radios and repair, programming and/or re-programming of these radios is also included. On site radio repair tech two days a week (Tuesdays and Thursdays from 9 to 5. Labor for up to 30 new vehicle radio installations per year is included at no charge and a reduced flat rate of \$250.00 will be charged for all additional fixed radio vehicle installations. All radio parts under \$50.00 that are required for preventive maintenance will be supplied by GTBM at no cost to the Customer. Customer will provide all radio parts and accessories for new vehicle radio installations at no cost to GTBM.

e) GTBM will provide and maintain wireless communications links between Customer's facility at 75 Bishop Street, Jersey City, New Jersey, Jersey City Medical Center and various other public safety locations designated by the Customer. GTBM will provide "hot swap" spare equipment should a link fail. Onsite service for wireless communications will be provided 24/7/365.

f) GTBM will provide broadband wireless connections of not less than 5MB with up to 25 wireless links and one main 54MB wireless connection available to the Customer. GTBM will provide up to 5 hardwired connections and management of broadband internet communications for various public safety locations as specified by the Customer. The facility at 75 Bishop Street will be provided with backup wireless service for failover.

g) Customer shall notify GTBM's onsite personnel directly or contact GTBM headquarters for service needs by calling the GTBM Service Department at 201-935-5090 during normal business hours Monday through Friday from 8:30am until 5pm. After-hours support can be received by calling the Service Department and following the auto-attendant prompts.

## 2. CHARGES AND PAYMENTS

a) Customer agrees to pay an annual fee of \$219,700 (two hundred and nineteen



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thousand seven hundred dollars) for the services paid on a quarterly basis, in advance, for the period beginning Jan 1, 2016 and ending Dec 31<sup>th</sup>, 2016. Customer further agrees to pay for all parts required for vehicle repair or maintenance or radios repair or maintenance which are in excess of amounts covered under this Agreement. These amounts shall be billed separately to Customer on a quarterly basis.

### 3. LIMITATION OF LIABILITY

IN NO EVENT SHALL GTBM BE LIABLE FOR PERSONAL INJURY, OR ANY INCIDENTAL, PUNITIVE, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, LOSS OF DATA, BUSINESS INTERRUPTION OR ANY OTHER COMMERCIAL DAMAGES OR LOSSES, ARISING OUT OF OR RELATED TO CUSTOMER'S USE OR INABILITY TO USE THE INFO-COPT<sup>TM</sup> SYSTEM, AN IMPAIRED VEHICLE, A COMMUNICATIONS DEVICE DUE TO A FAILURE OF A THIRD PARTY VENDOR OR DISABLED INTERNET CONNECTIVITY, HOWEVER CAUSED, REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT OR OTHERWISE) AND EVEN IF GTBM HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

### 4. TERMINATION

- a) GTBM may terminate this Agreement if GTBM gives written notice to the Customer specifying the Customer's failure to make payment when due and the Customer then fails to make such payment within ten (10) days following receipt of such notice.
- b) Either party may also terminate this Agreement by written notice to the other, effective immediately upon receipt, if the other party shall file a petition in bankruptcy, shall be adjudicated to be bankrupt, shall take advantage of the insolvency laws of any state, territory or country, shall make an assignment for the benefit of creditors, shall be voluntarily or involuntarily dissolved, shall



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admit in writing its inability to pay debts as they come due, or shall have a receiver, trustee or other court officer appointed for its property.

- c) Termination of this Agreement does not relieve either party of obligations to make any payments or perform any services due prior to the date of termination.

## 5. MISCELLANEOUS

- a) The parties agree that this Agreement including any Exhibits hereto and thereto, and any submissions or proposals referred to in any of those Exhibits, constitute the entire agreement between the parties in connection with the Service Agreement and supersede all prior agreements, understandings, negotiations and discussions, whether oral or written, of the parties. Customer may not assign the Agreement without the express, written consent of GTBM. Except as otherwise provided in the Agreement, notices, demands, requests or other communications which are given or required pursuant to the Agreement shall be in writing and shall be delivered by first class, registered or certified mail, postage prepaid, or by hand (including third-party courier or nationally recognized overnight service) or facsimile to a party's address indicated in the Agreement. Each party agrees to provide the other notice of any address change. If any term of the Agreement is found to be invalid or unenforceable, the remaining provisions will remain effective. If either party fails to require performance by the other party of any provision, it shall not affect the right to require performance at any time thereafter nor shall it be held to be a waiver of the provision itself. Pursuit of any remedy hereunder or under applicable law by either party shall not prevent such party from pursuing any other available remedy and shall not operate as an election of remedies. Except for payment obligations, neither party will be responsible for performance of its obligations hereunder where delayed or hindered by war, terrorism, riots, embargoes, strikes or acts of its vendors, suppliers, accidents, acts of God or any other event beyond its reasonable control. The Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together will constitute one agreement. This Agreement shall be governed by the laws of the State of New Jersey.



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**6. ACCEPTANCE OF AGREEMENT**

a) By providing a Purchase Order number referencing this Agreement, Customer acknowledges and confirms that Customer has read and accepts all of the services and terms specified herein.

GTBM  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Jersey City Department of Public Safety  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**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: [abuaj@jenj.org](mailto:abuaj@jenj.org)

**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**  
N.J.S.A. 10:5-31 and N.J.A.C. 17:27 (continued)

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

In conforming with the applicable employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions. The contractor and its subcontractors shall furnish such reports or other documents to the Division of Contract Compliance & EEO as may be requested by the Division from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Contract Compliance & EEO for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

The undersigned vendor certifies that he/she received, read, and is aware of the commitment to comply with:

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

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

Representative's Name/Title (Print): Vincent P. Pineda CFO

Representative's Signature: [Handwritten Signature]

Name of Company: Gold Type Business Machines, Inc

Tel. No.: 908-937-5700 Date: 1/14/15

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

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

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

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

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

Representative's Name/Title Print: Viggo Crowder (FO)  
Representative's Signature: [Signature]  
Name of Company: Gold Type Business Machines, Inc  
Tel. No.: 415 925 5076 Date: 12/12

**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: Old Type Business Machines Inc

Address: 351 Anderson Ave, East Rutherford NJ 07073

Telephone No.: 701-935-5030

Contact Name: V. J. Carver

Please check applicable category:

Minority Owned

Minority & Woman Owned

Woman Owned

Neither

**Definition of Minority Business Enterprise**

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

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

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

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

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

**Woman Business Enterprise**

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

**DIVISION OF PURCHASING COPY**



**List of Agencies with Elected Officials Required for Political Contribution Disclosure**  
**N.J.S.A. 19:44A-20.26**

**County Name:**

**State: Governor, and Legislative Leadership Committees**

**Legislative District #s:**

**State Senator and two members of the General Assembly per district.**

**County:**

Freeholders

{County Executive}

County Clerk

Surrogate

Sheriff

**Municipalities (Mayor and members of governing body, regardless of title):**

**USERS SHOULD CREATE THEIR OWN FORM, OR DOWNLOAD  
FROM WWW.NJ.GOV/DCA/LGS/P2P A COUNTY-BASED,  
CUSTOMIZABLE FORM.**

## STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business: *Gold Type Business Machines Inc*

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

OR

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

Check the box that represents the type of business organization:

Partnership

Corporation

Sole Proprietorship

Limited Partnership

Limited Liability Corporation

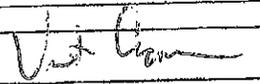
Limited Liability Partnership

Subchapter S Corporation

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

Stockholders:

|                                                                                        |                                                                                                   |
|----------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------|
| Name: <i>Rich Pucelli</i><br>Home Address: <i>71 Ridge Rd<br/>Rutherford, NJ 07070</i> | Name: <i>Pat Collins</i><br>Home Address: <i>7100 Apple Ridge Rd<br/>Franklin Lakes, NJ 07417</i> |
| Name:<br>Home Address:                                                                 | Name:<br>Home Address:                                                                            |
| Name:<br>Home Address:                                                                 | Name:<br>Home Address:                                                                            |

|                                                                                                                                                                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Subscribed and sworn before me this <u>15</u> day of <u>Dec</u> , 20 <u>05</u><br>(Notary Public) <i>Monica K Lewis</i><br>My Commission expires: <i>Monica K Lewis</i> | <div style="text-align: center;"> <br/>                     _____<br/>                     (Affiant)<br/> <i>V. V. V. V. V.</i><br/>                     _____<br/>                     (Print name &amp; title of affiant)                 </div> <div style="text-align: center; margin-top: 10px;">                     _____<br/>                     (Corporate Seal)                 </div> |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

*An Attorney-at-Law of the State of New Jersey authorized to administer this oath pursuant to N.J.S.A. 17:27-1.*



**AFFIRMATIVE ACTION COMPLIANCE NOTICE**

N.J.S.A. 10:5-31 and N.J.A.C. 17:27

**GOODS AND SERVICES CONTRACTS**

**(INCLUDING PROFESSIONAL SERVICES)**

This form is a summary of the successful bidder's requirement to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

The successful bidder shall submit to the public agency, after notification of award but prior to execution of this contract, one of the following three documents as forms of evidence:

(a) A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);

OR

(b) A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4;

OR

(c) A photocopy of an Employee Information Report (Form AA302) provided by the Division and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

The successful vendor may obtain the Affirmative Action Employee Information Report (AA302) from the contracting unit during normal business hours. The successful vendor(s) must submit the copies of the AA302 Report to the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts (Division). The Public Agency copy is submitted to the public agency, and the vendor copy is retained by the vendor.

The undersigned vendor certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27 and agrees to furnish the required forms of evidence:

The undersigned vendor further understands that his/her bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

COMPANY: Gold Type Business Machines Inc

SIGNATURE: [Signature] DATE: 12/15/15

PRINT NAME: Viggo [Signature] TITLE: CFO

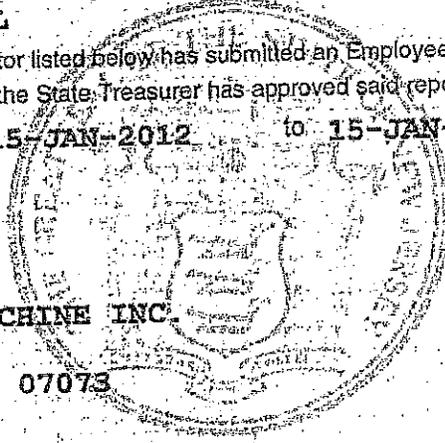
AFFIRMATIVE ACTION COMPLIANCE (SAMPLE DOCUMENTS)

Certification: 24180

**CERTIFICATE OF EMPLOYEE INFORMATION REPORT**  
**RENEWAL**

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of **15-JAN-2012** to **15-JAN-2019**.

**GOLD TYPE BUSINESS MACHINE INC.**  
**351 PATERSON AVENUE**  
**EAST RUTHERFORD NJ 07073**



A handwritten signature in black ink, appearing to read "Andrew P. Sidamon-Eristoff".

Andrew P. Sidamon-Eristoff  
State Treasurer

**PUBLIC DISCLOSURE INFORMATION**

Chapter 33 of the Public Laws of 1977 provides that no Corporation or Partnership shall be awarded any State, City, Municipal or Schools District contracts for the performance of any work or the furnishing of any materials or supplies, unless prior to the receipt of the bid or accompanying the bid of said corporation or partnership there is submitted a public disclosure information statement. The statement shall set forth the names and addresses of all stockholders in the corporation or partnership who own ten percent (10%) or more of its stock of any class, or of all individual partners in the partnership who own a ten percent (10%) or greater interest therein.

*Gold Type Business Machines Inc*

STOCKHOLDERS:

| Name                | Address                                      | % owned   |
|---------------------|----------------------------------------------|-----------|
| <i>Rich Piccoli</i> | <i>71 Ridge Rd, Rockford VT 05752</i>        | <i>50</i> |
| <i>Pat Collins</i>  | <i>750 Apple Ridge Rd, Rockford VT 05752</i> | <i>50</i> |
|                     |                                              |           |
|                     |                                              |           |
|                     |                                              |           |

SIGNATURE:

*[Handwritten Signature]*  
*Walter Cooper*

TITLE:

*Off*

SUBSCRIBED AND SWORN TO BEFORE ME THIS DAY

*15* *Dec* OF 20 *05*

(TYPE OR PRINT NAME OF AFFIANT UNDER SIGNATURE)

NOTARY PUBLIC OF MY COMMISSION EXPIRES: 20

*[Handwritten Signature]*  
*Monica K Lewis*

(NOTE: THIS FORM MUST BE COMPLETED, NOTARIZED AND RETURNED WITH THIS PROPOSAL).

*An Attorney At Law of the State of New Jersey authorized to administer this oath pursuant to NJSA 41:2-1.*

NON COLLUSION AFFIDAVIT  
STATE OF NEW JERSEY  
CITY OF JERSEY CITY

I certify that I am Vincent Craven - CFO  
of the firm of Gold Type Business Machines Inc.

the bidder making the proposal for the above named project, and that I executed the said proposal with full authority so to do; that said bidder has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the City of Jersey City relies upon the truth of the statements contained in said proposal and in the statements contained in this affidavit in awarding the contract for the said project.

I further warrant that no person or selling agency has been employed to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by (N.J.S.A. 52: 34-25)

(Signature of respondent) *Vincent Craven*

SUBSCRIBED AND SWORN TO  
BEFORE ME THIS DAY 18 December OF 2015

(TYPE OR PRINT NAME OF AFFIANT UNDER SIGNATURE)  
NOTARY PUBLIC OF Maria K Lewis  
MY COMMISSION EXPIRES: 20.. Maria K Lewis

(NOTE: THIS FORM MUST BE COMPLETED, NOTARIZED AND RETURNED WITH THIS PROPOSAL).  
an Attorney-at-law of the State of New Jersey authorized to administer this oath pursuant to N.J.S.A. 41:2-1

**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**  
N.J.S.A. 10:5-31 and N.J.A.C. 17:27 (continued)

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

In conforming with the applicable employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions. The contractor and its subcontractors shall furnish such reports or other documents to the Division of Contract Compliance & EEO as may be requested by the Division from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Contract Compliance & EEO for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

The undersigned vendor certifies that he/she received, read, and is aware of the commitment to comply with:

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

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

Representative's Name/Title (Print): Vincent Ciommo, CEO

Representative's Signature: *Vincent Ciommo*

Name of Company: Gold Type Business Machines Inc.

Vol. No. 201-935-1000 Date: 12/16/15

**CERTIFICATION OF COMPLIANCE WITH THE CITY OF JERSEY CITY  
CONTRACTOR PAY-TO-PLAY REFORM ORDINANCE 08-128 ADOPTED  
ON SEPTEMBER 3, 2008**

**PART I - Vendor Affirmation**

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that Call Type Business Machines Inc (name of business entity) has not made any reportable contributions in the \*\*one-year period preceding 11/15 (date City Council awards contract) that would be deemed to be violations of Section One of the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128 (attached hereto) and that would bar the award of this contract. I further certify that during the term of the contract Call Type Business Machines (name of business entity) will not make any reportable contributions in violation of Ordinance 08-128.

**PART II - Signature and Attestation:**

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

Name of Business Entity: Call Type Business Machines Inc

Signed: [Signature] Title: CEO

Print Name: Vince [Signature] Date: 12/15/08

Subscribed and sworn before me  
this 18 day of Decemb. 2008.  
My Commission expires:

[Signature]  
(Print name & title of affiant) (Corporate Seal)

Monica K. Lewis  
An Attorney At-Law of the State of New Jersey  
authorized to administer this oath pursuant  
to N.J.S.A. 41:2-1.

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

**AFFIRMATIVE ACTION COMPLIANCE NOTICE**

N.J.S.A. 10:5-31 and N.J.A.C. 17:27

**GOODS AND SERVICES CONTRACTS  
(INCLUDING PROFESSIONAL SERVICES)**

This form is a summary of the successful bidder's requirement to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

The successful bidder shall submit to the public agency, after notification of award but prior to execution of this contract, one of the following three documents as forms of evidence:

(a) A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);

OR

(b) A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4;

OR

(c) A photocopy of an Employee Information Report (Form AA302) provided by the Division and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

The successful vendor may obtain the Affirmative Action Employee Information Report (AA302) from the contracting unit during normal business hours.

The successful vendor(s) must submit the copies of the AA302 Report to the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts (Division). The Public Agency copy is submitted to the public agency, and the vendor copy is retained by the vendor.

The undersigned vendor certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27 and agrees to furnish the required forms of evidence:

The undersigned vendor further understands that his/her bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

COMPANY: Gold Type Business Models Inc

SIGNATURE: [Signature] DATE: 12/15/15

PRINT NAME: Vincent Caputo TITLE: CEO

AFFIRMATIVE ACTION COMPLIANCE (SAMPLE DOCUMENTS)

Certification 24180

**CERTIFICATE OF EMPLOYEE INFORMATION REPORT**  
**RENEWAL**

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of **15-JAN-2012** to **15-JAN-2019**

**GOLD TYPE BUSINESS MACHINE INC.**  
**351 PATERSON AVENUE**  
**EAST RUTHERFORD NJ 07073**

  
Andrew P. Sidamon-Eristoff  
State Treasurer

**Request for Taxpayer  
 Identification Number and Certification**

Give form to the  
 requester. Do not  
 send to the IRS.

Print or type  
 See Specific Instructions on page 2

Name Gold Type Business Machines Inc

Business name, if different from above

Check appropriate box:  Individual/Sole proprietor  Corporation  Partnership  Other  Exempt from backup withholding

Address (number, street, apt. or suite no.) 357 ... Ave Requester's name and address (optional)

City, state, and ZIP code East Rutherford, NJ 07073

List account number(s) here (optional)

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I Instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see how to get a TIN on page 3.

Notes: If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

|                        |       |
|------------------------|-------|
| Social security number | _____ |
| or                     | _____ |

**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. person (including a U.S. resident alien).

*Certification Instructions:* You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the Instructions on page 4.)

Sign Here Signature of U.S. person [Signature] Date 12/18/05

**Purpose of Form**

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued);
- Certify that you are not subject to backup withholding; or
- Claim exemption from backup withholding if you are a U.S. exempt payee.

Note: If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Foreign person. If you are a foreign person, use the appropriate Form W-8 (see Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement that specifies the following five items:

- The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
- The treaty article addressing the income.
- The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
- The type and amount of income that qualifies for the exemption from tax.
- Sufficient facts to justify the exemption from tax under the terms of the treaty article.





## STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

**Taxpayer Name:** GOLD TYPE BUSINESS MACHINES, INC.

**Trade Name:**

**Address:** 351 PATERSON AVENUE  
EAST RUTHERFORD, NJ 07073-1365

**Certificate Number:** 0067515

**Effective Date:** February 22, 1977

**Date of Issuance:** December 18, 2015

**For Office Use Only:**

20151218121031756

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

City Clerk File No. Res. 16.115

Agenda No. 10.Z

Approved: FEB 24 2016

TITLE:



**RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO BILTONE, INC.  
FOR THE MAINTENANCE, SERVICE AND REPAIRS TO THE MARINE UNIT FOR THE  
DEPARTMENT OF PUBLIC SAFETY (FIRE DIVISION)**

---

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

**WHEREAS**, in conformity with N.J.S.A. 40A:11-6.1(a) the City of Jersey City ("city") solicited one quote for the maintenance, service and repairs to the marine unit for the Division of Fire; and

**WHEREAS**, the Purchasing Agent certifies that it is impracticable to solicit any other quotes due to the nature of the unit. Biltone, Inc. is strictly a marine an industrial repair and overhaul company located within 20 miles of Jersey City and is available 24/7 for emergencies; 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 Fire Division 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 \$25,000.00 are available in the **Trust Fund Account**;

| <u>Account</u>    | <u>PO #</u> | <u>Total Contract</u> |
|-------------------|-------------|-----------------------|
| 17-293-56-000-031 | 119907      | \$25,000.00           |

(Continued on Page 2)

TITLE:

**RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO BILTONE, INC. FOR THE MAINTENANCE, SERVICE AND REPAIRS TO THE MARINE UNIT 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 \$25,000.00 for the maintenance, service and repairs to the marine unit is awarded to Biltone, Inc. and the Purchasing Director is directed to have such a contract drawn up and executed;
2. The term of the contract shall be for (12) twelve months effective on January 1, 2016 through December 31, 2016.
3. Upon certification by an official or employee of the City authorized to receive the equipment pursuant to the contract, that the same has been received and that the requirements of the contract met, then payment to the contractor shall be made in accordance with the provisions of the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et seq.; and
4. 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 \$25,000.00 are available in the **Trust Fund Account**.

| <u>Account</u>    | <u>PO #</u> | <u>Total Contract</u> |
|-------------------|-------------|-----------------------|
| 17-293-56-000-031 | 119907      | \$25,000.00           |

Peter Folgado, Director of Purchasing,  
QPA, RPPO

February 4, 2016  
Date

PF/pv  
2/4/16

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

APPROVED AS TO LEGAL FORM

APPROVED: [Signature]  
Business Administrator

[Signature]  
Corporation Counsel

Certification Required

Not Required

**APPROVED 9-0**

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE <u>2-24-16</u> |     |     |      |               |     |     |      |                |     |     |      |
|--------------------------------------------------------|-----|-----|------|---------------|-----|-----|------|----------------|-----|-----|------|
| COUNCILPERSON                                          | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON  | AYE | NAY | N.V. |
| GAJEWSKI                                               | ✓   |     |      | YUN           | ✓   |     |      | RIVERA         | ✓   |     |      |
| RAMCHAL                                                | ✓   |     |      | OSBORNE       | ✓   |     |      | WATTERMAN      | ✓   |     |      |
| BOGGIANO                                               | ✓   |     |      | COLEMAN       | ✓   |     |      | LAVARRO, PRES. | ✓   |     |      |

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

[Signature]  
Rolando R. Lavarro, Jr., President of Council

[Signature]  
Robert Byrne, City Clerk

**RESOLUTION FACT SHEET – CONTRACT AWARD**

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

**Full Title of Ordinance/Resolution**

RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO BILTONE, INC. FOR THE MAINTENANCE, SERVICE AND REPAIRS TO THE MARINE UNIT FOR THE DEPARTMENT OF PUBLIC (FIRE DIVISION)

**Initiator**

|                     |               |                             |
|---------------------|---------------|-----------------------------|
| Department/Division | Public Safety | Fire and Emergency Services |
| Name/Title          | Jerome Cala   | Deputy Director             |
| Phone/email         | 201-547-4239  | jcala@njjeeps.org           |

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

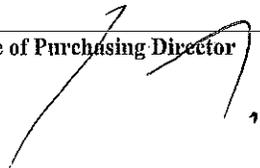
**Resolution Purpose**

To maintain the current marine fleet, to provide port security and fire protection for the Hudson River

I certify that all the facts presented herein are accurate.

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

2/4/16  
Date

  
\_\_\_\_\_  
Signature of Purchasing Director

2/4/16  
Date

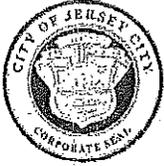


## New Jersey Division of Revenue

Revenue NJEGS

# On-Line Business Registration Certificate Service

CERTIFICATE NUMBER 0081493 FOR BILTONE INC. IS VALID.



CITY OF JERSEY CITY  
DEPARTMENT OF PUBLIC SAFETY

PUBLIC SAFETY | 465 MARIN BOULEVARD | JERSEY CITY, NJ 07302  
P: 201 547 4239 | F: 201 547 5298



MEMORANDUM

To: Peter Folgado, Director of Purchasing  
From: Jerome Cala, Deputy Director Public Safety  
Date: February 3, 2016  
Subject: Biltone-Marine Repairs

It is impracticable to solicit quotes for Marine repairs and recommended that the vendor Biltone be used because:

1. Proximity to Jersey City (20miles)
2. Sea Ark Marine Qualified Mechanic (see below)
3. Emergency Service and Repair timetable
4. There are no other current/ former Sea Ark reps or mechanics within this tri state region that can be researched.
5. Biltone complies with Jersey City Specific rules of purchasing and will provide all documentation requested.

Biltone Inc. was incorporated in the state of New Jersey in February of 1993.

William Carl serves as co-owner and chief mechanic.

Biltone Inc. is strictly a marine and industrial repair and overhaul company located within 20 miles of Jersey City.

Biltone is available 24/7 for emergencies. Based on a telephone consultation, Bill Carl has a normal response time is under 2 hours. Upon arrival, and with proper approvals, will make repairs to the vessel in a temporary and/ or permanent nature. (Based on his inspection and scope of work).

Most importantly, Biltone Inc. was the factory representative of Sea Ark Marine and has been repairing and maintaining Jersey City Fire Department's fire boat "Joseph Lovero" since delivery. Biltone has also maintained Newark, New Jersey's fire boat and several Sea Ark boats operated by the NJ State Police. As you may not be aware, Sea Ark Marine has dissolved and no longer provides support to this product. AND, all warranties have expired, WITH THE EXCEPTIONS of work and parts installed by Biltone.

Biltone Inc. maintains worker compensation as required by the State of New Jersey and Liability Insurance. Along with New Jersey sale tax certificates and is registered with the State of New Jersey. For your records, attached to this letter are the state certificates.

31, 32, 33  
10.14.18  
11

William Carl is a U.S. Coast Guard licensed Chief Engineer. He is licensed as Chief Engineer, Limited Ocean with an unlimited horse power endorsement. His additional endorsements are operating vessels with diesel power, steam power or gas turbine. Mr. Carl is also trained in engine room management, life boat command and ship board firefighting. This training is a requirement to receive his U.S. Coast Guard license. He is also trained in CPR and First Aid.

He has close to 40 years' experience in ship repair and overhaul.

He also holds a TWIC, Merchant Mariners document and New Jersey Class A driver's license, endorsed with hazmat and tanker

Mr. Carl has extensive experience in ship board electrical, ship board propulsion systems, ship board plumbing, firefighting systems and steering systems. Both, maintaining and re-designing.

He has extensive knowledge of U.S. Coast Guard and American Bureau of Shipping rules and classifications of vessels, namely, 46 CFR and 33 CFR, which pertain to the U.S. Coast Guard Regulations for vessels and navigable waters.

Mr. Carl was previously employed as an assistant port engineer with Mobil Oil Corporation and works today with the U.S. Army Corp of Engineers, as a licensed Chief Engineer.

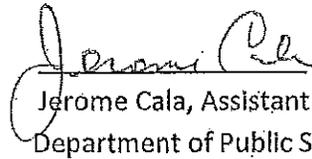
**If you have further questions, please contact Mr. William Carl at 848 203 9411**

DETERMINATION OF VALUE CERTIFICATION

I, Jerome Cala, of full age, hereby certifies as follows:

1. I am the Deputy Director of the City of Jersey City (City) Department of Public Safety/ Division of Fire and have knowledge of the goods and services that the Division of Fire and Emergency Service's needs.
2. The Department of Public Safety/Division of Fire and Emergency Services provides Port Security and fire protection for the Hudson River.
3. The Department of Public Safety/Division of Fire's recommendation is to award the contract to **Biltone Inc.**
4. The amount 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 foregoing statements made by me are willfully false, I am subject to punishment.

Dated: 2/7/16

  
Jerome Cala, Assistant Director  
Department of Public Safety

**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**  
N.J.S.A. 10:5-31 and N.J.A.C. 17:27 (continued)

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

In conforming with the applicable employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions. The contractor and its subcontractors shall furnish such reports or other documents to the Division of Contract Compliance & EEO as may be requested by the Division from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Contract Compliance & EEO for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

The undersigned vendor certifies that he/she received, read, and is aware of the commitment to comply with:

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

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

Representative's Name/Title (Print): WILLIAM H. CARL

Representative's Signature: *William H. Carl*

Name of Company: BILTONE Inc

Tel. No.: 848 203 9411 Date: 4 Feb 2016

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

The contractor and the \_\_\_\_\_ of Circle K Inc, (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 5121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract.

In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act.

In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act.

The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation.

The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

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

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

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement.

NEW JERSEY FACILITY

STATE OF NEW JERSEY  
Division of Contract Compliance & Equal Employment Opportunity  
**EMPLOYEE INFORMATION REPORT**

IMPORTANT: READ INSTRUCTIONS ON BACK OF FORM CAREFULLY BEFORE COMPLETING FORM. TYPE OR PRINT IN SHARP BALLPOINT PEN. FAILURE TO PROPERLY COMPLETE THIS FORM MAY DELAY ISSUANCE OF YOUR CERTIFICATE. DO NOT SUBMIT BRO-1 REPORT FOR SECTION D, ITEM 11.

SECTION A - COMPANY IDENTIFICATION

1. FID. NO. OR SOCIAL SECURITY: \_\_\_\_\_

2. TYPE OF BUSINESS  
 1. MFG  2. SERVICE  3. WHOLESALE  
 4. RETAIL  5. OTHER

3. TOTAL NO. EMPLOYEES BY THE ENTIRE COMPANY: 1

4. COMPANY NAME: BILTONA Inc

5. STREET: 14 ATHENS Ave CITY: Somerville COUNTY: Middlesex STATE: NJ ZIP CODE: 08879

6. NAME OF PARENT OR AFFILIATED COMPANY (IF NONE, SO INDICATE): None CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP CODE: \_\_\_\_\_

7. CHECK ONE IN THIS COMPANY:  SINGLE-ESTABLISHMENT EMPLOYER  MULTI-ESTABLISHMENT EMPLOYER

8. IF MULTI-ESTABLISHMENT EMPLOYER, STATE THE NUMBER OF ESTABLISHMENTS BY YOU: \_\_\_\_\_

9. TOTAL NUMBER OF EMPLOYEES AT ESTABLISHMENT WHICH HAS BEEN AWARDED THE CONTRACT: 1

10. PUBLIC AGENCY AWARDED CONTRACT: \_\_\_\_\_ CITY: \_\_\_\_\_ COUNTY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP CODE: \_\_\_\_\_

11. DATE RECEIVED: \_\_\_\_\_ DATE: \_\_\_\_\_ AGENCY/CERTIFICATION NUMBER: \_\_\_\_\_

SECTION B - EMPLOYMENT DATA

11. Report all permanent, temporary and part-time employees ON YOUR OWN PAYROLL. Enter the appropriate figures on all lines and in all columns. Where there are no employees in a particular category, enter a zero. Include ALL employees, not just those in minority/non-minority categories, in columns 1, 2, & 3. DO NOT SUBMIT AN EEO-1 REPORT.

| JOB CATEGORIES                                | ALL EMPLOYEES                   |                |                  | PERMANENT, TEMPORARY/NON-ADJUDICATED EMPLOYEES, BREAKDOWN BY |          |              |       |                |       |          |              |       |          |  |  |  |  |  |  |  |  |
|-----------------------------------------------|---------------------------------|----------------|------------------|--------------------------------------------------------------|----------|--------------|-------|----------------|-------|----------|--------------|-------|----------|--|--|--|--|--|--|--|--|
|                                               | COL. 1<br>TOTAL<br>(Col. 2 & 3) | COL. 2<br>MALE | COL. 3<br>FEMALE | RACE/ETHNICITY                                               |          |              |       |                |       |          |              |       |          |  |  |  |  |  |  |  |  |
|                                               |                                 |                |                  | BLACK                                                        | HISPANIC | AMER. INDIAN | ASIAN | NON-MEX. HISP. | BLACK | HISPANIC | AMER. INDIAN | ASIAN | NON-MEX. |  |  |  |  |  |  |  |  |
| Officials/Executives                          |                                 |                |                  |                                                              |          |              |       |                |       |          |              |       |          |  |  |  |  |  |  |  |  |
| Professionals                                 |                                 |                |                  |                                                              |          |              |       |                |       |          |              |       |          |  |  |  |  |  |  |  |  |
| Technicians                                   |                                 |                |                  |                                                              |          |              |       |                |       |          |              |       |          |  |  |  |  |  |  |  |  |
| Sales Workers                                 |                                 |                |                  |                                                              |          |              |       |                |       |          |              |       |          |  |  |  |  |  |  |  |  |
| Office & Clerical                             |                                 |                |                  |                                                              |          |              |       |                |       |          |              |       |          |  |  |  |  |  |  |  |  |
| Craftworkers (Skilled)                        |                                 |                |                  |                                                              |          |              |       |                |       |          |              |       |          |  |  |  |  |  |  |  |  |
| Operatives (Semi-skilled)                     |                                 |                |                  |                                                              |          |              |       |                |       |          |              |       |          |  |  |  |  |  |  |  |  |
| Laborers (Unskilled)                          |                                 |                |                  |                                                              |          |              |       |                |       |          |              |       |          |  |  |  |  |  |  |  |  |
| Service Workers                               |                                 |                |                  |                                                              |          |              |       |                |       |          |              |       |          |  |  |  |  |  |  |  |  |
| TOTAL                                         |                                 |                |                  |                                                              |          |              |       |                |       |          |              |       |          |  |  |  |  |  |  |  |  |
| Total employment from previous Report (EEO-1) |                                 |                |                  |                                                              |          |              |       |                |       |          |              |       |          |  |  |  |  |  |  |  |  |
| Temporary & Part-Time Employees               |                                 |                |                  |                                                              |          |              |       |                |       |          |              |       |          |  |  |  |  |  |  |  |  |

The data below shall NOT be included in the figures for the appropriate categories above.

12. HOW WAS INFORMATION AS TO RACE OR ETHNIC GROUP IN SECTION B OBTAINED?  
 1. Visual Survey  2. Employer's Record  3. Other (Specify): \_\_\_\_\_

14. IS THIS THE FIRST Employee Information Report Submitted?  1. YES  2. NO

15. IF NO, DATE LAST REPORT SUBMITTED: \_\_\_\_\_

13. DATES OF PAYROLL PERIOD USED: FROM Monday TO FRIDAY

SECTION C - SIGNATURE AND IDENTIFICATION

16. NAME OF PERSON COMPLETING FORM (Print & Type): William H. CARL SIGNATURE: [Signature] TITLE: owner DATE: 2 MO 10/11/2016

17. ADDRESS NO. & STREET: 14 ATHENS Ave CITY: Somerville COUNTY: Middlesex STATE: NJ ZIP CODE: 08879 PHONE (AREA CODE, NO., EXTENSION): 848 203 9411

**CERTIFICATION OF COMPLIANCE WITH THE CITY OF JERSEY CITY  
CONTRACTOR PAY-TO-PLAY REFORM ORDINANCE 08-128 ADOPTED  
ON SEPTEMBER 23, 2008**

**PART I - Vendor Affirmation**

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that BILSTONE 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 \_\_\_\_\_ (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: BILSTONE Inc

Signed William H. Carr Title: owner

Print Name: William H. Carr Date: 2-4-2016

Subscribed and sworn before me  
this 4<sup>th</sup> day of Feb, 2016  
My Commission expires:

[Signature]  
(Affiant)

(Print name & title of affiant) (Corporate Seal)

BURTON D. WILKINS  
NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires 8/20/2018

\*\*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-PAID AND OPEN CONTRACTS**  
 Required Pursuant To N.J.S.A. 19:44A-20.8  
**CITY OF JERSEY CITY**

**Part I - Vendor Affirmation**

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

|                                       |                                       |
|---------------------------------------|---------------------------------------|
| Election Fund for Steven Fulop (2013) | Councilperson Frank Gajewski          |
| Team Fulop                            | Councilperson Khenara "Chico" Ramohal |
| Team Fulop Runoff                     | Councilperson Richard Boggiano        |
| Lavaro for Council                    | Councilperson Michael Yun             |
| Councilperson Joyce E. Watterman      | Councilperson Candice Osborne         |
| Councilperson Daniel Rivera           | Councilperson Diane Coleman           |

**Part II - Ownership Disclosure Certification**

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

Check the box that represents the type of business entity:

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

| Name of Stock or Shareholder | Home Address |
|------------------------------|--------------|
| NO STOCK ISSUED              |              |
|                              |              |
|                              |              |
|                              |              |
|                              |              |
|                              |              |
|                              |              |
|                              |              |

**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: BILTON INC  
 Signed: [Signature] Title: owner  
 Print Name: WILLIAM H. CARL Date: 4 FEBRUARY 2016

Subscribed and sworn before me this 4<sup>th</sup> day of Feb, 2016

My Commission expires: BURTON D. WILKINS  
 NOTARY PUBLIC - NEW JERSEY  
 My Commission Expires: 8/20/2019

[Signature] (Affiant)  
 (Print name & title of affiant) (Corporate Seal)

**AFFIRMATIVE ACTION COMPLIANCE NOTICE**

N.J.S.A. 10:5-31 and N.J.A.C. 17:27

**GOODS AND SERVICES CONTRACTS  
(INCLUDING PROFESSIONAL SERVICES)**

This form is a summary of the successful bidder's requirement to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

The successful bidder shall submit to the public agency, after notification of award but prior to execution of this contract, one of the following three documents as forms of evidence:

(a) A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);

OR

(b) A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4;

OR

(c) A photocopy of an Employee Information Report (Form AA302) provided by the Division and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

The successful vendor may obtain the Affirmative Action Employee Information Report (AA302) from the contracting unit during normal business hours.

The successful vendor(s) must submit the copies of the AA302 Report to the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts (Division). The Public Agency copy is submitted to the public agency, and the vendor copy is retained by the vendor.

The undersigned vendor certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27 and agrees to furnish the required forms of evidence:

The undersigned vendor further understands that his/her bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

COMPANY: BILTORE INC

SIGNATURE: William H. Carl DATE: 4 Feb. 2016

PRINT NAME: William H. Carl TITLE: owner

AFFIRMATIVE ACTION COMPLIANCE (SAMPLE DOCUMENTS)

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

City Clerk File No. Res. 16.116

Agenda No. 10.Z.1

Approved: FEB 24 2016

TITLE:



**RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO MINERVA BUNKER GEAR FOR THE CLEANING, DECONTAMINATION, INSPECTION AND REPAIR OF ALL FIREFIGHTING PROTECTIVE GEAR AND ACCESSORIES FOR THE DEPARTMENT OF PUBLIC SAFETY (FIRE DIVISION)**

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

**WHEREAS**, there exists a need for cleaning, decontamination, inspection and repair of all firefighting protective gear and accessories;

**WHEREAS**, in conformity with N.J.S.A. 40A:11-6.1(a) informal quotes were solicited; and

**WHEREAS**, the City received two quotes with the lowest, responsive and responsible being from Minerva Bunker Gear, 780 East 134<sup>th</sup> Street, Bronx, New York 10454 in the total amount of thirty thousand dollars (\$30,000.00); 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 Fire Division 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**, the contract shall be effective as of January 1, 2016 through December 31, 2016; and

**WHEREAS**, funds in the amount of \$30,000.00 are available in the Operating Account.

| Account           | PO #   | Total Contract | Encumbrance |
|-------------------|--------|----------------|-------------|
| 01-201-25-265-312 | 119918 | \$30,000.00    | \$10,000.00 |

(Continue on page 2)

TITLE:

**RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO MINERVA BUNKER GEAR FOR THE CLEANING, DECONTAMINATION, INSPECTION AND REPAIR OF ALL FIREFIGHTING PROTECTIVE GEAR AND ACCESSORIES 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 one (1) year contract effective as of January 1, 2016 in the amount of \$30,000.00 for the cleaning, decontamination, inspection and repair of all firefighting protective gear and accessories is awarded to Minerva Bunker Gear and the Purchasing Agent is directed to have such a contract drawn up and executed;
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.
4. Pursuant to N.J.A.C. 5:30-5.5(a), the continuation of the contract after the expenditure of funds encumbered in the 2016 fiscal year temporary budget shall be subject to the availability and appropriation of sufficient funds in the 2016 fiscal year permanent budget.

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

| Account           | PO #   | Total Contract | Encumbrance |
|-------------------|--------|----------------|-------------|
| 01-201-25-265-312 | 119918 | \$30,000.00    | \$10,000.00 |

Donna Mauer  
Director of Purchasing, QPA, RPPO

February 10, 2016  
Date

PF/pv  
2/8/16

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 <u>2.24.16</u> |     |     |      |               |     |     |      |                |     |     |      |
|--------------------------------------------------------|-----|-----|------|---------------|-----|-----|------|----------------|-----|-----|------|
| COUNCILPERSON                                          | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON  | AYE | NAY | N.V. |
| GAJEWSKI                                               | ✓   |     |      | YUN           | ✓   |     |      | RIVERA         | ✓   |     |      |
| RAMCHAL                                                | ✓   |     |      | OSBORNE       | ✓   |     |      | WATTERMAN      | ✓   |     |      |
| BOGGIANO                                               | ✓   |     |      | COLEMAN       | ✓   |     |      | LAVARRO, PRES. | ✓   |     |      |

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

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

Robert Byrne  
Robert Byrne, City Clerk

**RESOLUTION FACT SHEET – CONTRACT AWARD**

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

**Full Title of Ordinance/Resolution**

**RESOLUTION AUTHORIZING AN AWARD OF CONTRACT TO MINERVA BUNKER GEAR FOR THE CLEANING, DECONTAMINATION, INSPECTION AND REPAIR OF ALL FIREFIGHTING PROTECTIVE GEAR AND ACCESSORIES FOR THE DEPARTMENT OF PUBLIC SAFETY (FIRE DIVISION)**

**Initiator**

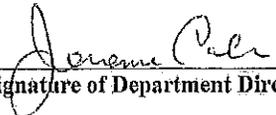
|                     |               |                             |
|---------------------|---------------|-----------------------------|
| Department/Division | Public Safety | Fire and Emergency Services |
| Name/Title          | Jerome Cals   | Deputy Director             |
| Phone/email         | 201-547-4239  | jcala@njjeeps.org           |

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

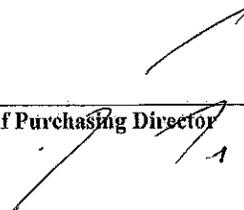
**Resolution Purpose**

In order to ensure the safety of all firefight personnel, there exists a need to have all firefighting gear cleaned, decontaminated, inspected and repaired in order to maintain the gear's usefulness.

I certify that all the facts presented herein are accurate.

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

2/8/16  
Date

  
\_\_\_\_\_  
Signature of Purchasing Director

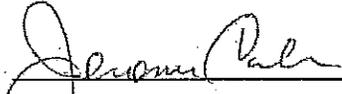
2/8/16  
Date

## DETERMINATION OF VALUE CERTIFICATION

I, Jerome Cala, of full age, hereby certifies as follows:

1. I am the Deputy Director of the City of Jersey City (City) Department of Public Safety/ Division of Fire and have knowledge of the goods and services that the Division of Fire and Emergency Service's needs.
2. The Department of Public Safety/Division of Fire and Emergency Services needs to maintain the personal protective gear of the firefighters.
3. The Department of Public Safety/Division of Fire's recommendation is to award the contract to **Minerva Gear Cleaners**.
4. The amount 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 foregoing statements made by me are willfully false, I am subject to punishment.

Dated: 2/9/16

  
Jerome Cala, Deputy Director  
Department of Public Safety

QUOTATION ANALYSIS SHEET

| DATE     | 2/1/2016                                   |                   | VENDOR NAME | shamrock |          | turnout    |        |
|----------|--------------------------------------------|-------------------|-------------|----------|----------|------------|--------|
|          | REQ. NO                                    | R0172863          |             | minerva  | gear     | management |        |
| DIV/DEPT | fire                                       |                   | bunker gear | UNIT     | EXT      | UNIT       | EXT    |
| ITEM #   | description                                | QTY               | COST        | AMT      | AMT      | COST       | AMT    |
| 1        | for the cleaning decontamination           | EA                |             | \$0.00   | \$0.00   |            | \$0.00 |
| 2        | inspection and repair for all firefighting | EA                |             | \$0.00   | \$0.00   |            | \$0.00 |
| 3        | gear and accessories                       | EA                |             | \$0.00   | \$0.00   |            | \$0.00 |
| 4        |                                            | EA                |             | \$0.00   | \$0.00   |            | \$0.00 |
| 5        | coveralls                                  | 1                 | \$4.50      | \$4.50   | \$2.50   | \$0.00     | \$0.00 |
| 6        | helmets                                    | 1                 | \$8.50      | \$8.50   | \$20.00  | \$0.00     | \$0.00 |
| 7        | boots                                      | 1                 | \$12.00     | \$12.00  | \$19.00  | \$0.00     | \$0.00 |
| 8        |                                            | 1                 | \$1.50      | \$1.50   | \$3.00   | \$0.00     | \$0.00 |
| 9        | gloves                                     | 1                 | \$2.00      | \$2.00   | \$5.00   | \$0.00     | \$0.00 |
| 10       | coats                                      | 1                 | \$19.50     | \$19.50  | \$28.95  | \$0.00     | \$0.00 |
| 11       | pants                                      | 1                 | \$19.50     | \$19.50  | \$28.95  | \$0.00     | \$0.00 |
| 12       |                                            | EA                |             | \$0.00   | \$0.00   |            | \$0.00 |
| 13       | minerva bunker gear                        | EA                |             | \$0.00   | \$0.00   |            | \$0.00 |
| 14       | giorgio quoted on the seven items          | EA                |             | \$0.00   | \$0.00   |            | \$0.00 |
| 15       | which existed on previous contract         | EA                |             | \$0.00   | \$0.00   |            | \$0.00 |
| 16       |                                            | EA                |             | \$0.00   | \$0.00   |            | \$0.00 |
| 17       | turnout management no reply from           | EA                |             | \$0.00   | \$0.00   |            | \$0.00 |
| 18       | 01/19/2016 e-mail                          | EA                |             | \$0.00   | \$0.00   |            | \$0.00 |
|          |                                            | SUB-TOTAL         |             | \$67.50  | \$107.40 |            | \$0.00 |
|          |                                            | SHIPPING/HANDLING |             | \$0.00   | \$0.00   |            | \$0.00 |
|          |                                            | TOTAL             |             | \$67.50  | \$107.40 |            | \$0.00 |

BUYER'S NOTES:

**CITY OF JERSEY CITY**

394 CENTRAL AVE.  
2ND FLOOR JERSEY CITY NJ 07307

**Requisition**

Dept Bill To  
FIRE HEADQUARTERS  
465 MARIN BLVD.

JERSEY CITY

Assigned PO #

Dept Ship To FIRE  
HEADQUARTERS 465  
MARIN BLVD. JERSEY  
CITY NJ 07302

Contact Info  
janis  
000004898.

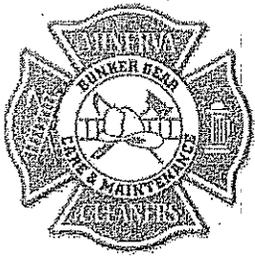
|               |
|---------------|
| Requisition # |
| 0172863       |

|               |
|---------------|
| Assigned PO # |
|---------------|

**Quantity UOM Description Account Unit Price Total**

1.00 SER CLEANING OF GEAR 0120125265312080  
FOR THE CLEANING, DECONTAMINATION, INSPECTION  
AND REPAIR OF ALL FIREFIGHTING PROTECTIVE  
GEAR AND ACCESSORIES. Please quote on line  
Items below

|           |    |          |
|-----------|----|----------|
| COVERALLS | \$ | PER UNIT |
| HELMETS   | \$ | PER UNIT |
| BOOTS     | \$ | PER UNIT |
| HOODS     | \$ | PER UNIT |
| GLOVES    | \$ | PER UNIT |
| COATS     | \$ | PER UNIT |
| PANTS     | \$ | PER UNIT |



MINERVA BUNKER GEAR CLEANERS

780 East 134th Street  
Bronx, New York 10454

t. 718.728.7400 / f. 718.728.7408 / www.bunkergearcleaners.com

Advanced Cleaning, Decontamination, Inspection and Repair of all  
Firefighting Protective Gear and Accessories as per the NFPA 1851 Standard  
Department of Fire Emergency Services  
City of Jersey City

Line Items

January 15, 2016

Louis Strikowsky  
City of Jersey City Division of Purchasing  
1 Journal Square - 2nd Floor  
Jersey City, New Jersey 07306

Dear Louis Strikowsky,

As per your request, kindly refer to the below line items and pricing. I am utilizing the seven line items which existed on the previous contract.

- |              |                   |
|--------------|-------------------|
| 1. Coveralls | \$ 4.50 per unit  |
| 2. Helmets   | \$ 8.50 per unit  |
| 3. Boots     | \$ 12.00 per unit |
| 4. Hoods     | \$ 1.50 per unit  |
| 5. Gloves    | \$ 2.00 per unit  |
| 6. Coats     | \$ 19.50 per unit |
| 7. Pants     | \$ 19.50 per unit |

Kindly let me know if you need any additional information.

Don't hesitate to call if you have any questions.

Giorgio Palmisano  
Director of Business Development  
718.309.5025 - m



MINERVA BUNKER GEAR CLEANERS

780 East 134th Street  
Bronx, New York 10454

t. 718.728.7400 / f. 718.728.7408 / www.bunkergearcleaners.com

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| 5. Gloves    | \$ 2.00 per unit  |
| 6. Coats     | \$ 19.50 per unit |
| 7. Pants     | \$ 19.50 per unit |

Kindly let me know if you need any additional information.

Don't hesitate to call if you have any questions.

Giorgio Palmisano  
Director of Business Development  
718.309.5025 - m

# Louis Strikowsky

**From:** Joe Alexander [quickbooks-email@intuit.com]  
**Sent:** Wednesday, January 20, 2016 2:32 PM  
**To:** StrikowskyL@jcnj.org  
**Subject:** Product&#47;Service List  
**Attachments:** report.html

Shamrock Gear Restoration LLC  
 Product/Service List

| Product/Service                                    | Description                                                  | Price  | Cost | Quantity |
|----------------------------------------------------|--------------------------------------------------------------|--------|------|----------|
| Advance Cleaning and Inspection Coat or Pant       | Cleaning & NFPA Advanced Inspection- Per Element             | 28.95  |      |          |
| Advance Inspection on Site                         | Advanced Inspection- Customer Location- Ohio                 | 19.31  |      |          |
| Advance Inspection Only                            | Advance Inspection Element cleaned Prior to Arrival          | 14.68  |      |          |
| Advanced Cleaning and Inspection of Proximity Gear | Advanced Inspection and Cleaning of Proximity Gear / Element | 41.00  |      |          |
| Alteration                                         | Alteration labor rate/hour                                   | 36.50  |      |          |
| Alteration - Lengthen Pant                         | Alteration - Lengthen Pant                                   | 125.00 |      |          |
| Alteration - Lengthen Sleeve                       | Alteration- Jacket - Lengthen Sleeve                         | 125.00 |      |          |
| Alteration - Shorten Pant                          | Alteration - Shorten Pant                                    | 90.00  |      |          |
| Alteration - Shorten Sleeve                        | Alteration - Jacket - Shorten Sleeve                         | 115.00 |      |          |
| Alteration Coverall Leg                            | Alteration Coverall Shorten/Lengthen Pant                    | 25.00  |      |          |
| Alteration Coverall Sleeve                         | Coverall Shorten/Lengthen Sleeve                             | 42.00  |      |          |
| Alteration Enlarge Coat                            | Enlarge Coat                                                 | 190.00 |      |          |
| Alteration Increase Waist EMS Pant                 | Increase Waist of EMS Pant                                   | 100.00 |      |          |
| Alteration Take In Coat                            | Take In Coat                                                 | 133.00 |      |          |
| Alteration- Coat Lengthen                          | Alteration- Coat Lengthen                                    | 193.00 |      |          |
| Alteration- Coat Shorten                           | Alteration- Coat Shorten                                     | 135.00 |      |          |
| alteration- increase gusset in pant                | Pant Gusset Alter                                            | 47.00  |      |          |
| Alteration-Decrease Waist                          | Alteration-Decrease Waist                                    | 131.00 |      |          |
| Alteration-Increase Waist                          | Alteration-Increase Waist                                    | 147.00 |      |          |
| Alteration-Replace Collar                          | Alteration-REPLACE Collar                                    | 79.00  |      |          |
| Back Pad Retainer                                  | SCBA Back Pad Retainer with Snaps                            | 10.00  |      |          |
| Back Panel                                         | Add pack panel, shell material                               | 36.00  |      |          |
| Belt Loops- Add                                    | Belt Loops/ Not Harness Loops                                | 6.95   |      |          |
| Bib Install                                        | Install Back Bib                                             | 45.00  |      |          |
| CitroSqueeze 1 Gallon                              | CitroSqueeze 1 Gallon                                        | 28.00  |      |          |
| CitroSqueeze 5 Gallon                              | CitroSqueeze 5 Gallon                                        | 140.00 |      |          |
| CitroSqueeze Solutions D- 1 Gal                    | CitroSqueeze Solutions D- 1 Gallon                           | 49.99  |      |          |
| CitroSqueeze Solutions D- 5 Gal                    | CitroSqueeze Solutions D- 5 Gallon                           | 250.00 |      |          |
| Clean and Inspect Helmet                           | Helmet Inspection- Cleaning                                  | 20.00  |      |          |
| Clean SCBA Harness                                 |                                                              | 13.00  |      |          |
| Clean Specialized SCBA Harness                     |                                                              | 16.00  |      |          |
| Clean Velcro                                       | Clean Velcro                                                 | 5.50   |      |          |
| Cleanig Boots                                      | Cleaning Standard Boots                                      | 19.00  |      |          |
| Cleaning                                           | General Clean No Inspection                                  | 16.00  |      |          |
| Cleaning Hood                                      | Clean Hood, No Inspection                                    | 3.00   |      |          |
| Cleaning - Suspenders                              | Cleaning - Suspenders                                        | 2.50   |      |          |
| Cleaning after On- Site Inspect                    | Cleaning after On- Site Inspection                           | 14.95  |      |          |
| Cleaning and Gloves                                | Clean Gloves                                                 | 5.00   |      |          |
| Cleaning and Inspect Hood                          | Clean and Inspect Hood                                       | 3.00   |      |          |
| Cleaning and Inspection of FR Coveall              | Cleaning and Inspection of FR Coverall                       | 12.00  |      |          |
| Cleaning and Inspection of Helmet                  | Helmet Clean and Inspect                                     | 19.00  |      |          |
| Cleaning DRD                                       | Clean DRD                                                    | 2.00   |      |          |
| Cleaning Only- No Inspection                       | Cleaning Only No Inspection Per Element                      | 16.00  |      |          |
| Cleaning SCBA                                      | SCBA Standard Cleaning                                       | 15.00  |      |          |
| Cleaning SCBA Face Piece                           |                                                              | 5.00   |      |          |
| Cleaning Specialized                               | Cleaning- De-con Blood Borne Contaminants, Tar and Paint     | 46.00  |      |          |
| Cleaning Specialized Hood                          | Specialized Cleaning Hood                                    | 7.00   |      |          |

|                                             |                                                     |          |
|---------------------------------------------|-----------------------------------------------------|----------|
| Cleaning Specialized Boots                  | Specialized Boot Cleaning                           | 35.00    |
| Cleaning Specialized Gloves                 | Glove Specialized Cleaning                          | 7.00     |
| Cleaning Specialized Helmet                 | Specialized Helmet Cleaning                         | 26.00    |
| Cleaning Specialized SCBA Face Piece        | Specialized Face Piece Cleaning                     | 9.00     |
| Cleaning Suspenders                         | Suspender Cleaning Standard                         | 3.00     |
| Cleaning- 2nd wash                          | Cleaning- 2nd wash                                  | 13.00    |
| Cleaning-Boots-Leather                      | Clean Leather Boots                                 | 25.00    |
| Cleaning-Boots-Rubber-                      | Clean Rubber Boots                                  | 19.00    |
| Cleaning-Pre-Treat & Soak credit            | Pre-Treat                                           | 10.50    |
| Cuff Replace/Repair                         | Replace/Repair Pant Cuff Major                      | 26.95    |
| Cuff Coat-                                  | Coat Cuff Repair Minor                              | 15.00    |
| Cuff Jacket- Cuff Replace/Repair- Shell Mat | Jacket- Cuff Replace/Repair- Shell Material Major   | 26.00    |
| Cuff Pant Minor                             | Pant Cuff Repair Minor                              | 15.20    |
| Custom Bag                                  | Custom bag                                          | 45.00    |
| D-Ring on patch                             | D- Ring on patch                                    | 12.75    |
| Dam Hole                                    | Dam Hole                                            | 5.50     |
| Discount                                    | Discount                                            | 0.00     |
| DRAGON HARNESS- BLK                         | DRAGON HARNESS- BLK                                 | 25.00    |
| Dragonhide - Bellow Pocket                  | Replace-Add New Dragonhide To Bellow Pocket         | 40.00    |
| Dry Butt                                    | Dry Butt Ski seat pad                               | 20.00    |
| Expedited Service Charge                    | Expedited Service Charge Per Element                | 20.00    |
| Fabric                                      | fabric for repair                                   | 12.00    |
| Facepiece Bags                              | Face Piece Bag                                      | 16.95    |
| Fire-Dex 1910                               | Fire-Dex 1910 helmet with 4 "shield & leather front | 200.00   |
| Flashlight Holder                           | Jacket Flashlight Holder                            | 30.00    |
| Flashlight Strap w/ velcro                  | Flashlight Strap w/ velcro                          | 12.50    |
| FLIR K50                                    |                                                     | 4,995.00 |
| FLIR Truck Charger                          | FLIR Truck Charger                                  | 795.00   |
| Gear                                        | Fire-dex gear coat and pants                        |          |
| Gear Bag Large with Shoulder Strap          | Gear Bag Large Red with Shoulder Strap              | 54.00    |
| Glove Strap                                 | Glove Strap to Shell                                | 12.00    |
| Glove Strap - Stand Alone                   | Glove Strap                                         | 7.50     |
| Grilling Aprin                              | Grilling Apron Tan                                  | 39.00    |
| Grilling Apron                              | Grilling Apron                                      | 39.00    |
| Grilling Mit                                | Grilling Mit                                        | 25.00    |
| Grommet - Remove/Replace                    | Grommet                                             | 3.00     |
| Gusset Added to Liner                       | Gusset Added to Liner                               | 34.00    |
| Hanging Tab                                 | Replace hanging tab at neck of jacket               | 11.00    |
| Harness Loops                               | Harness Loops- Per                                  | 10.50    |
| Helmet badge                                |                                                     | 25.00    |
| Helmet Inspection                           | Helmet Inspection                                   | 18.00    |
| Hem Uniform Pants                           | Hem Uniform Pants                                   | 18.75    |
| HH hose handle                              | Hose handle                                         | 16.00    |
| HH Padded with Reflective                   | Heavy Hitter Padded Suspender with 3M               | 55.00    |
| HH Suspenders                               | Heavy Hitter adjustable suspenders                  | 31.00    |
| HH Suspenders 3m                            | Heavy Hitter suspenders with 3M trim                | 43.00    |
| HH Suspenders green                         | HH suspenders, green w/reflective shamrock          | 43.00    |
| HH Suspenders Padded                        | HH suspenders w/padding                             | 45.00    |
| Hydro II Tester                             | Hydro II Suter Tester                               | 1,200.00 |
| Inspect Boots Only                          | Inspection of Boots Only- No Cleaning               | 5.00     |
| Inspect Helmet- only                        | Helmet Inspection- no cleaning                      | 5.00     |
| Inspection Port-Add                         | Add Inspection port                                 | 29.00    |
| Irish Pride HH suspenders                   | Irish Pride Heave Hitter suspenders                 | 35.00    |
| Jacket Hook & Dee Closure                   | Jacket Hook & Dee Closure                           | 14.25    |
| Jacket Replace Chest Trim                   | Replace Chest Trim                                  | 68.00    |
| Jacket Replace Hem Trim                     | Jacket Hem Trim                                     | 88.00    |
| Jacket Sleeve Trim Per Stripe               | Sleeve Trim Per Stripe                              | 25.75    |
| Jacket Throat Strap                         | Add/Replace Jacket Throat Strap                     | 30.00    |
| Jacket Zipper Full Front                    | Jacket Full Front Zipper                            | 35.00    |
| Jacket- Cuff Replace- Leather               | Jacket- Cuff Replace- Leather                       | 18.00    |
| Jacket- Velcro Tab Replace                  | Velcro Tab Replace- Jacket- Pocket, Collar, Etc.    | 13.50    |
| Jacket-Trim/Replace All                     | Jacket-Trim/Replace All                             | 290.00   |

|                                         |                                                                                   |        |
|-----------------------------------------|-----------------------------------------------------------------------------------|--------|
| JTFD Cleaning- Bulk > 10 Items          | Jackson Cleaning 34 sets                                                          | 15.50  |
| Kevlar Belt                             | Kevlar Belt                                                                       | 35.00  |
| Kevlar Belt and Buckle                  | Kevlar belt and Buckle                                                            | 35.00  |
| Knee Pad Leather                        | Replace Leather knee, Shell, Arashield                                            | 32.00  |
| Knee Pad Removable with Foam            | Knee Pad Removable with Foam                                                      | 48.00  |
| Knee Pad Shell Material                 | Knee replace- Shell Material                                                      | 32.00  |
| Knee Padding                            | Remove knee reinforcement and add padding                                         | 29.00  |
| Label Replace                           | Replace Label                                                                     | 3.50   |
| Label Reseal                            | Label Reseal                                                                      | 3.50   |
| Leather Snap Tab                        | leather snap tab                                                                  | 8.00   |
| Lettering- Removal and new sewn letters | Scotchlite Letters- Removal and new sewn on 3" letters                            | 6.00   |
| Letters- Sewn on per each               | Letters- Sewn on per each                                                         | 1.65   |
| liner Inspection Only                   | Liner inspection only, pressure test, inspect thermal layer                       | 3.10   |
| Liner Pocket                            | Add Liner pocket to coat                                                          | 8.00   |
| liner replacement                       | replace moisture barrier complete                                                 | 15.50  |
| Liner Snap/Tab Replace                  | Replace shell tab to snap to liner                                                | 200.00 |
| lock out kit                            | lock out kit                                                                      | 6.00   |
| Maintenance Program Bronze              | Maintenance Program Bronze                                                        | 283.27 |
| Maintenance Program Gold                | Maintenance Program Gold                                                          | 26.80  |
| Maintenance Program Gold Plus           | Maintenance Program Gold Plus                                                     | 92.00  |
| Maintenance Program Platinum            | Maintenance Program Platinum                                                      | 173.00 |
| Maintenance Program Silver              | Maintenance Program Silver                                                        | 225.00 |
| Metal Hook                              | Metal Hook                                                                        | 52.00  |
| Mic Tab                                 | Mic Tab                                                                           | 7.50   |
| Moisture Barrier Protection             | Moisture Barrier Protection, open close areas with MB                             | 13.50  |
| Moisture Barrier re-tape                | 1 Piece Moisture Barrier re-tape up to 1.5X1.5 area                               | 9.00   |
| Moisture Barrier Re-tape Large          | Moisture Barrier Re-tape over 1.5"x1.5" per                                       | 12.10  |
| Moisture Barrier Re-tape Seam           | Moisture Barrier Re-tape seam per foot                                            | 15.50  |
| Mourning Bands                          | Mourning Bands                                                                    | 15.50  |
| Move Knee Pads                          | Move knee pads up or down                                                         | 1.40   |
| Move Pocket                             | Remove and reattach pocket                                                        | 20.00  |
| Name Plate Hanging letter patch         | FD Hanging letter patch with velcro and snaps                                     | 22.00  |
| Name Plate w/ Velcro                    | Name Plate w/ Velcro                                                              | 36.00  |
| Name Plate- sewn on                     | Name Plate- sewn on                                                               | 31.00  |
| nebo Bat light                          | Nebo Bat Flashlight                                                               | 17.00  |
| Nebo Redline                            | Nebo Redline flashlight                                                           | 39.00  |
| Nomex Thread                            | Nomex thread                                                                      | 40.00  |
| Nylon strap set                         | Nylon Strap Set                                                                   | 5.00   |
| On-Site Advanced Inspection             | On-Site Advanced Inspection- 1 ELEMENT- Jacket or Trouser                         | 25.00  |
| Open & Close Liner for Repair/ Inspect  | Open and Reclose a Liner to Make Repair or Inspect when no inspection Port Exists | 18.75  |
| Pant Cuff- Replace Leather              | Pant cuff- replace leather                                                        | 9.50   |
| Pant Zipper-Replace                     | Pant Zipper-Replace                                                               | 19.00  |
| Pant- Bellow pocket                     | Pant- Bellow pocket                                                               | 29.95  |
| Pant-Trim Down Leg                      | Pant-Trim Down Leg                                                                | 50.00  |
| Pant-Trim One Leg                       | Pant-Trim One Leg                                                                 | 45.00  |
| Pants- Trim Both legs                   | Pants- Trim Both legs                                                             | 27.75  |
| Parade White Gloves                     | Parade White Gloves Per Dozen                                                     | 55.00  |
| Patch Crotch Repair Shell               | Crotch Repair/ Patch/ Rebl                                                        | 17.43  |
| Patch knee                              | Patch Knee, Leather, Shell, or Arashield                                          | 39.00  |
| Patch Large /Panel                      | Patch / Replace Large 25" Shell Panel                                             | 17.45  |
| Patch Moisture Barrier                  | Moisture Barrier Patch Up to 25"/sq.                                              | 35.00  |
| Patch Outer Shell @ Waterwell           | Patch Outer Shell at Waterwell                                                    | 36.75  |
| Patch Shell                             | Patch up to 24" sq.                                                               | 30.00  |
| Patch Thermal Liner Repair              | Patch Thermal Liner - Up To 25"/sq                                                | 16.95  |
| Plastic buckle                          | Replace plastic belt buckle                                                       | 30.00  |
| Platic Buckle                           | Add Plastic buckle                                                                | 5.00   |
| Pocket Dividers-Add                     | Add pocket divider to existing pocket                                             | 5.00   |
| Pocket Radio Pocket w/ mb and grommet   | radio pocket replacement with mb and grommet                                      | 15.00  |
| Pocket Repair Multi Layer               | Multi Layer Pocket Repair, Shell, moisture, Kevlar                                | 42.00  |
| Pocket Repair Shell Only                | Repair to Pocket Shell- Per                                                       | 28.75  |
| Pocket Replacement                      | Replace existing pocket with similar material                                     | 21.50  |
|                                         |                                                                                   | 42.00  |

|                                              |                                                               |       |
|----------------------------------------------|---------------------------------------------------------------|-------|
| Pocket Replacement Radio                     | Pocket Replacement Radio Pocket                               | 32.00 |
| Pocket Tool Pouch                            | Tool Pouch                                                    | 18.00 |
| Pocket-Spanner                               | Replace Spanner Pocket                                        | 45.00 |
| Pro-Quant                                    | Pro-Quant cleaner disinfectant turn out gear.                 | 42.00 |
| Radio Holster                                | Radio Holster                                                 | 58.00 |
| Radio Holster Sling Extra Long               | Extra Long Radio Holster Sling                                | 25.00 |
| Radio Strap                                  | Radio Strap                                                   | 15.00 |
| Radio Strap and Mic Tab                      | Radio Strap and Mic Tab                                       | 19.50 |
| Rayovac 9V                                   | 6 Pack Rayovac 9V                                             | 8.10  |
| Rayovac AA                                   | 8 pack Rayovac AA                                             | 2.24  |
| Rayovac AAA                                  | 8 Pack Rayovac AAA                                            | 2.24  |
| Rayovac C Cell                               | 6 pack Rayovac C Cells                                        | 3.84  |
| Rayovac CR2-2                                | Rayovac CR2 2pack                                             | 6.25  |
| Rayovac D Cell                               | 6 pack Rayovac D Cell                                         | 4.86  |
| Rayovac Lithium 123                          | Lithium 123 photo battery                                     | 2.99  |
| recouple Hose                                | Recouple male hose end                                        | 24.00 |
| Reflective Replace \$15/ft                   | Replace Reflective material                                   | 15.00 |
| Reflexite Star                               | Reflexite star of life 6"                                     | 15.00 |
| Remove Elastic                               | Remove elastic leg band on lower leg liner.                   | 5.00  |
| remove letter patch                          | Remove letter patch                                           | 5.50  |
| remove letter patch and replace              | Remove lettering patch then reattach                          | 9.50  |
| Restitch                                     | General Restitch-Per                                          | 5.25  |
| Restitch Areas Requiring MB Protection       | Restitch with MB protection, Fly, Collar, Radio Pocket ETC... | 16.00 |
| Restitch Reflective                          | Restitch existing reflective- Per                             | 5.25  |
| Restitch Cuff liner edge                     | Cuff Liner Edge Restitch                                      | 12.00 |
| Revac Sling                                  | Revac custom webbing sling                                    | 29.00 |
| RH 1K Holster                                | 1K Radio Holster                                              | 50.00 |
| Rivet                                        | Rivet-                                                        | 1.50  |
| Saw Sling                                    |                                                               | 29.95 |
| SCBA Cover                                   | SCBA cylinder Cover                                           | 25.00 |
| SCBA shoulder strap Tag                      | SCBA shoulder strap accountability tag                        | 19.00 |
| seat belt femal buckle                       | Female seat belt buckle                                       | 15.00 |
| Sew on FD patch                              | sew on FD patch, patch provided                               | 5.50  |
| sew on pocket                                | sew on pocket                                                 | 10.00 |
| Shamrock Reflective Iron-on                  | Iron-on refelective shamrock                                  | 2.00  |
| Shipping UPS                                 |                                                               | 0.00  |
| Sleeve Replace Repair Lower Sleeve           | Replace or Repair Lower Sleeve Assembly                       | 59.00 |
| Snap                                         | Replace snap                                                  | 3.00  |
| Snap and Tab                                 | Add tab and snap                                              | 8.00  |
| Snap for Liner Attachement Leather Back      | Liner Snap with Leather Backing                               | 6.00  |
| Specialized Cleaning FR Coverall/ Inpsection | Specialized Cleaning and Inspection of FR Coverall            | 25.00 |
| Suspender buckle                             | replace suspender buckle                                      | 10.00 |
| Suspender Button/Post                        | Suspender Button                                              | 3.00  |
| Suspender Repair Slide                       | Suspender Repair Silde                                        | 5.00  |
| Suspenders                                   | Slides                                                        | 3.00  |
| TAKE-UP STRAP                                | TAKE-UP STRAP                                                 | 16.95 |
| Thumb Tab                                    | Add thumb tab to coat                                         | 7.00  |
| Tool Pouch                                   | Tool Pouch                                                    | 19.00 |
| Triple Trim Replace                          | Triple Trim Replace @ \$15.45/Ft                              | 15.45 |
| Triple Trim Replace Non FR                   | NON FR Trim                                                   | 9.75  |
| Truck Belt                                   | Black Leather Truck Belt w/ 1 accessory                       | 40.00 |
| Truck Belt accessory                         | Tool Sling, Clip, Steel Ring                                  | 5.00  |
| Truck Belt Flash Clip                        | Center Release Flashlight clip                                | 10.00 |
| US Flag                                      | Nomex US Flag                                                 | 11.00 |
| Utility strap                                | Utility Strap Non FR                                          | 25.00 |
| Velcro Clean                                 | Velcro Clean- Full Ensemble                                   | 5.25  |
| Velcro Coat 2 sides                          | Jacket Velcro 2 sides-Storm                                   | 46.00 |
| Velcro Coat Storm 1 Side                     | Jacket Velcro 1 Side-Storm                                    | 23.00 |
| Velcro for name patch-Add                    | Add velcro for name patch                                     | 20.50 |
| Velcro Liner Collar Attachment               | On Liner                                                      | 23.85 |
| Velcro Liner Collar Attachment on Shell      | On Shell                                                      | 23.85 |
| Velcro Nameplate Loop Velcro                 | Loop velcro on tail for nameplate                             | 16.95 |
| Velcro Pant 1 side                           | Pant Velcro 1 side                                            | 17.50 |

|                                |                                             |        |
|--------------------------------|---------------------------------------------|--------|
| Velcro Pant- 2 sides           | Pant Velcro- 2 sides                        | 35.00  |
| Velcro Pocket Tab              | Velcro Tab Replace- Pocket, Flaps, Etc.     | 13.95  |
| Velcro Replacement Coat        | Complete velcro replacement coat            | 187.00 |
| Velcro Replacement Pant        | Complete Velcro Replacement Pant            | 85.00  |
| Velcro Sleeve Liner Attachment | Velcro Liner Attachment per Sleeve          | 14.95  |
| Velcro Tab                     | Velcro Tab Replace- Pocket, Collar, etc.    | 13.95  |
| Velcro Tool pouch              | Add velcro to pocket for tool pouch         | 15.00  |
| Waist D-hook Leather           | Replace Leather for D-hook waist attachment | 7.25   |
| Webbing Handle Non FR          | Add Webbing Handle to Bag- Non FR           | 6.55   |
| Webbing Loops                  | Sew webbing loops                           | 5.00   |
| webbing Sling                  | 1' webbing sling                            | 20.00  |
| Wristlet Loop                  | Wristlett Loop                              | 5.00   |
| Wristlet Repair                | Wristlet Repair                             | 8.00   |
| Wristlet Replace               | Replace Nomex Wristlet                      | 17.50  |
| Zipper                         | FR zipper                                   | 12.00  |
| Zipper Pull                    | Replace Zipper Pull & Stops                 | 11.00  |

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**New Jersey Division of Revenue**

**Revenue** **NJBGS**

**On-Line Business Registration Certificate  
Service**

**CERTIFICATE NUMBER 1289104 FOR BROADWAY MINERVA CLEANERS  
LLC IS VALID.**

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: Broadway Minerva Cleaners LLC  
dba / Minerva Bunka Gear Cleaners

Address: 780 East 134 Street Bronx NY 10454

Telephone No.: 718.728.7400

Contact Name: Joseph Xiras

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

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

**Part I – Vendor Affirmation**

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that the <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 (t).

|                                       |                                    |
|---------------------------------------|------------------------------------|
| Election Fund for Steven Fulop (2013) | Frank Gajewski for Council         |
| Team Fulop                            | Friends of Khemraj “Chico” Ramchal |
| Team Fulop Runoff                     | Councilperson Richard Boggiano     |
| Lavarro for Council                   | Michael Yun for Council            |
| Councilperson Joyce E. Watterman      | Councilperson Candice Osborne      |
| Councilperson Daniel Rivera           | Diane Coleman for Council          |

**Part II – Ownership Disclosure Certification**

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

Check the box that represents the type of business entity:

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

| Name of Stock or Shareholder | Home Address                      |
|------------------------------|-----------------------------------|
| Joseph Xiras                 | 15406 19 Ave, Whitestone NY 11357 |
|                              |                                   |
|                              |                                   |
|                              |                                   |
|                              |                                   |
|                              |                                   |
|                              |                                   |
|                              |                                   |

**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: Broadway Minerva Cleaners LLC

Signed: [Signature] Title: President

Print Name: Joseph Xiras Date: 2/9/16

Subscribed and sworn before me this 9 day of February, 2016

My Commission expires 10/24/17

[Signature]  
 (Affiant)  
Joseph Xiras President  
 (Print name & title of affiant) (Corporate Seal)

[Signature]  
**MARIA D. GONZALEZ**  
 Notary Public State of New York  
 No. 01G06213214  
 Qualified in Queens County  
 Commission Expires 11/21/17



EXHIBIT A (Continuation)

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

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

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

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at [www.state.nj.us/treasury/contract\\_compliance](http://www.state.nj.us/treasury/contract_compliance))

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

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

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

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

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

Representative's Name/Title (Print):

Representative's Signature:

Name of Company:

Tel. No.:

718-728-7400

Date:

2/9/16

Joseph Xiras  
Broadway Minors Cleaners LLC

Joe Minors  
Barker Gear  
Cleaners

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

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

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

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

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

Representative's Name/Title: Joseph Xmas

Representative's Signature: \_\_\_\_\_

Name of Company: Broadway Mirasa Cleaners LLC

Tel. No.: 118 728 7405

Date: 2/9/16

**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 Broadway Minerva Cleaners LLC (name of business entity) has not made any reportable contributions in the \*\*one-year period preceding City of Jersey City (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 Broadway Minerva Cleaners 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: Broadway Minerva Cleaners LLC

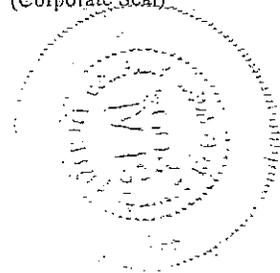
Signed [Signature] Title: President

Print Name Joseph Xross Date: 02/09/16

Subscribed and sworn before me this 2 day of Feb, 2016.

My Commission expires: 11/2/17  
[Signature] (Affiant)  
Joseph Xross President  
(Print name & title of affiant) (Corporate Seal)

[Signature]  
**MARIA D. GONZALEZ**  
Notary Public State of New York  
No. 01GO6213214  
Qualified in Queens County  
Commission Expires 11/2/17



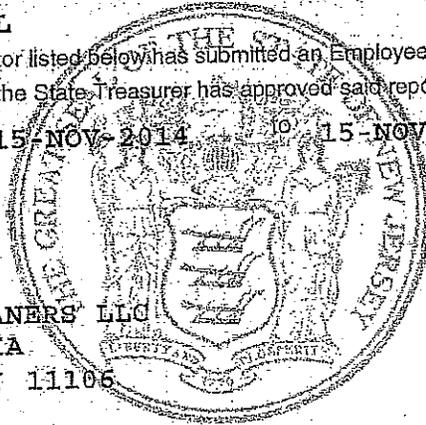
\*\*Pursuant to Section 2 of Ordinance 08-128, no contributions or solicitation of contributions made prior to the effective date Ordinance 08-128 (September 23, 2008) shall be deemed to be a violation of the Ordinance.



# 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-2014** to **15-NOV-2021**



**BROADWAY MINERVA CLEANERS LLC**  
**29-09 BROADWAY ASTORIA**  
**QUEENS NY 11106**



A handwritten signature in black ink, appearing to read "Andrew P. Sidamon-Eristoff".

Andrew P. Sidamon-Eristoff  
State Treasurer

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

City Clerk File No. Res. 16-117

Agenda No. 10.Z.2

Approved: FEB 24 2016

TITLE:



## **RESOLUTION AUTHORIZING AN AWARD OF CONTRACT TO SHERWIN WILLIAMS FOR THE PURCHASE & DELIVERY OF PAINT AND PAINT-RELATED ITEMS FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF BUILDINGS AND STREET MAINTENANCE**

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

**WHEREAS**, paint and paint-related items are needed for buildings, facilities, murals and offices throughout the City of Jersey City, ("City"); 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**, Sherwin Williams, 185 Moonachie Road, Moonachie, New Jersey 07074 is in possession of State Contract A82236, will provide paint and paint-related items; and

**WHEREAS**, funds are available for this contract in the **Operating Account**;

| <b>Acct #</b>     | <b>P.O. #</b> | <b>State Contract</b> | <b>Total Contract</b> | <b>Temp Enc</b> |
|-------------------|---------------|-----------------------|-----------------------|-----------------|
| 01-201-26-291-211 | 119895        | A82236                | \$100,000.00          | \$10,000.00     |

**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 Sherwin Williams for the purchase and delivery of paint and paint-related items.
2. The total contract amount is \$100,000.00.
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 for (12) twelve months effective on January 1, 2016 through December 31, 2016.
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. The Mayor or Business Administrator is hereby authorized to execute a contract on behalf of the City of Jersey City.
7. Pursuant to N.J.A.C. 5:30-5.5(a), the continuation of the contract after the expenditure of funds encumbered in the 2016 fiscal year temporary budget shall be subject to the availability and appropriation of sufficient funds in the 2016 fiscal year permanent budget.

(Continued to page 2)

City Clerk File No. Res. 16.117  
Agenda No. 10.Z.2 FEB 24 2016

TITLE:

**RESOLUTION AUTHORIZING AN AWARD OF CONTRACT TO SHERWIN WILLIAMS FOR THE PURCHASE & DELIVERY OF PAINT AND PAINT-RELATED ITEMS FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF BUILDINGS AND STREET MAINTENANCE**

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 | Temp Enc    |
|-------------------|--------|----------------|----------------|-------------|
| 01-201-26-291-211 | 119895 | A82236         | \$100,000.00   | \$10,000.00 |

Approved by \_\_\_\_\_  
Peter Folgado, Director of Purchasing  
RPPQ, QPA

February 10, 2016  
Date

PF/pv  
2/2/16

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 2.24.16 |     |     |      |               |     |     |      |                |     |     |      |
|-------------------------------------------------|-----|-----|------|---------------|-----|-----|------|----------------|-----|-----|------|
| COUNCILPERSON                                   | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON  | AYE | NAY | N.V. |
| GAJEWSKI                                        | ✓   |     |      | YUN           | ✓   |     |      | RIVERA         | ✓   |     |      |
| RAMCHAL                                         | ✓   |     |      | OSBORNE       | ✓   |     |      | WATTERMAN      | ✓   |     |      |
| BOGGIANO                                        | ✓   |     |      | COLEMAN       | ✓   |     |      | LAVARRO, PRES. | ✓   |     |      |

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

\_\_\_\_\_  
Rolando R. Lavarro, Jr., President of Council

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

**RESOLUTION FACT SHEET - CONTRACT AWARD**

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

**Full Title of Ordinance/Resolution**

**RESOLUTION AUTHORIZING AN AWARD OF CONTRACT TO SHERWIN WILLIAMS FOR THE PURCHASE & DELIVERY OF PAINT AND PAINT-RELATED ITEMS FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF BUILDINGS AND STREET MAINTENANCE**

**Project Manager**

|                     |              |                               |
|---------------------|--------------|-------------------------------|
| Department/Division | DPW          | Building & Street Maintenance |
| Name/Title          | John McGrath | Director                      |
| Phone/email         | 201-547-5303 | mcgrathj@icnj.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:

- ✦ For paints and related supplies. These supplies are needed for painting of murals within the City and to maintain City buildings and facilities.
- ✦ State Contract Vendor
- ✦ Related supplies; paint brushes, rollers, primers, drop clothes, drip pans and tape.

**Cost (Identify all sources and amounts)**

01-201-26-291-211 (Building & Street Maint. Operating Account)  
 Contract Amount = \$100,000.00  
 Temporary Encumbrance = \$10,000.00

**Contract term (include all proposed renewals)**

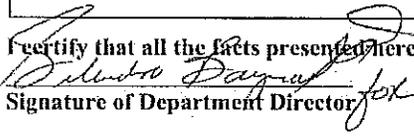
Valid until 12/31/16

Type of award

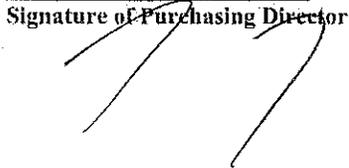
If "Other Exception", enter type

Additional Information

I certify that all the facts presented herein are accurate.

  
Signature of Department Director

02/05/16  
Date

  
Signature of Purchasing Director

2/10/16  
Date



## New Jersey Division of Revenue

Revenue NJBGS

### On-Line Business Registration Certificate Service

CERTIFICATE NUMBER 0091819 FOR THE SHERWIN-WILLIAMS COMPANY IS VALID.

T-0927: PAINT & RELATED ITEMS  
 NORTH REGION STATE CONTRACT VENDORS  
**EXCLUDES: TRAFFIC LINE PAINT & AUTOMOTIVE PAINT**

**DISCOUNT ANALYSIS**

|                                                                | PAINT, FINISHES, SOLVENTS | BRUSHES, ROLLERS   | TAPE, DROP CLOTHS |
|----------------------------------------------------------------|---------------------------|--------------------|-------------------|
| KUCKER HANEY PAINT CO<br>TRENTON, NJ<br>A82223                 | 25%, 40%, 46%,            | 55%, 60%           |                   |
| N. SIPERSTEIN INC<br>LONG BRANCH, NJ<br>A82225                 | 22%                       | 22%                | N/A               |
| RICCIARDI BROTHERS<br>MAPLEWOOD, NJ<br>CATEGORY TYPE<br>A82224 | 21%, 25%, 40%, 45%, 50%   | 10%, 15%, 40%, 61% | 5%, 25%, 52%, 61% |
| <b>SHERWIN WILLIAMS</b><br>JERSEY CITY, NJ<br>A82236           | <b>33%</b>                | <b>26%</b>         | <b>26%</b>        |
| SIPERSTEINS<br>HALEDON, NJ<br>A82226                           | 2%, 45%                   | NET                | NET               |

1. **SHERWIN WILLIAMS OFFERED DISCOUNTS ON ALL CATEGORIES FOR THE NORTH REGION**
2. **JERSEY CITY LOCATION**
3. **ONLY PAINT COMPANY TO HAVE AUTHORIZED STATE CONTRACT DEALERS IN THE HUDSON VECINITY**



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

ANDREW P. SIDAMON-ERISTOFF
State Treasurer
JIGNASA DESAI-MCCLEARY
Director

AMENDMENT #05
T-0927

SOLICITATION #12-X-21543
CONTRACT #A82223-A82226/ A82236-A82238

TO: Statewide Using Agencies and Cooperative Purchasing Program Partners
DATE: May 19, 2015
FROM: Vicki Ewen, Procurement Specialist
SUBJECT: Paint and Related Supplies - Statewide
CONTRACT PERIOD: August 1, 2012 to July 31, 2014
1st Extension Period: August 1, 2014 to July 31, 2015
2nd Extension Period: August 1, 2015 to July 31, 2016

Please be advised that the contract awards for RFP 12-X-21543 to supply paint and related supplies to the State are being extended for a one year period starting August 1, 2015 and ending July 31, 2016 to the following contractors.

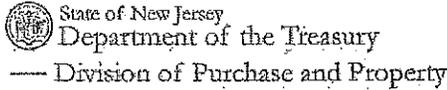
Table with 2 columns: Contractor, Contract Number. Rows include Joseph Soltz Paint Company, Kucker Haney Paint Company, Morton Paint Center, N. Siperstein Inc., Ricciardi Brothers Inc, Sherwin Williams, Sipersteins Fords.

AG, NJ South Region
Trenton
Pennsauken
Long Branch, NJ
Maplewood, NJ
Cleveland, OH Jersey City, NJ
Fords, NJ
Fords, NJ

This extension will be at the same price, terms and conditions with the following exceptions:

N. Siperstein is offering additional discount on all of its awarded items, increasing the discount from 21% to 22% on all items offered.

Please make a note of this extension in cooperation with the Notice of Award.



**Notice of Award  
Term Contract(s)**

**T-0927  
PAINT AND RELATED SUPPLIES**

|                            |
|----------------------------|
| Vendor Information         |
| Authorized Dealers         |
| By Vendor                  |
| RFP Documents              |
| Email to ANNA MARIE MILLER |

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

[Download All Documents](#)

- [Amendment #1 - Contract Extension #1 to 7/31/2015](#)  
Adobe PDF (16 kb)
- [Amendment #2 - Vendor Information Change](#) Adobe PDF (16 kb)
- [Amendment #3 - Additional Distributors](#) Adobe PDF (19 kb)
- [Amendment #4 - Additional Distributors](#) Adobe PDF (19 kb)
- [Amendment #5 - Contract Extension #2 to 7/31/2016](#)  
Adobe PDF (16 kb)

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The **Download All Documents** hyperlink will place compressed files on your computer. Files may be unzipped and viewed using WinZip. The evaluation version is available for free. [Click here](#) to learn more about WinZip or to download the latest version from the WinZip web site.

Forms in this section are stored in Adobe Acrobat (PDF) format. PDF formatted documents appear the same as the original printed forms. To view and print these forms, you must have a PDF viewer which is available free from Adobe. [Click here](#) to learn more about Adobe Acrobat or to download the latest version of the Adobe Acrobat viewer from the Adobe Web site.

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|                         |                             |
|-------------------------|-----------------------------|
| <b>Index #:</b>         | T-0927                      |
| <b>Contract #:</b>      | VARIOUS                     |
| <b>Contract Period:</b> | FROM: 08/01/12 TO: 07/31/16 |
| <b>Applicable To:</b>   | ALL STATE AGENCIES          |

|                                    |                                |
|------------------------------------|--------------------------------|
| <b>Cooperative Purchasing:</b>     | POLITICAL SUBDIVISIONS*        |
| <b>Vendor Name &amp; Address:</b>  | SEE VENDOR INFORMATION SECTION |
| <b>For Procurement Bureau Use:</b> |                                |
| <b>Solicitation #:</b>             | 21543                          |
| <b>Bid Open Date:</b>              | 05/21/12                       |
| <b>CID #:</b>                      | 1038626                        |
| <b>Commodity Code:</b>             | 630-57                         |
| <b>Set-Aside:</b>                  | PARTIAL SMALL BUS CAT 1,2,& 3  |

**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:**

|                   |                                   |                 |
|-------------------|-----------------------------------|-----------------|
| ANNA MARIE MILLER | PROCUREMENT SPECIALIST            | 609-292-8974    |
| JACQUELINE KEMERY | PROCUREMENT SPECIALIST SUPERVISOR | 609-984-6239    |
| DAVID REINERT     | ASSISTANT DIRECTOR                | 609-292-0206    |
|                   | <b>PUB DATE:</b>                  | <b>10/06/15</b> |

**VENDOR INFORMATION**

|                                                                                     |                                                                           |     |
|-------------------------------------------------------------------------------------|---------------------------------------------------------------------------|-----|
| <b>Vendor Name &amp; Address:</b>                                                   | JOSEPH SOLTZ PAINT<br>STORE INC<br>PO BOX 1842<br>ATLANTIC CITY, NJ 08404 | N/A |
| <b>Contact Person:</b>                                                              | LAWRENCE GASH                                                             |     |
| <b>Contact Phone:</b>                                                               | 609-344-2177                                                              |     |
| <b>Order Fax:</b>                                                                   | 609-344-3855                                                              |     |
| <b>Contract#:</b>                                                                   | 82238                                                                     |     |
| <b>Expiration Date:</b>                                                             | 07/31/16                                                                  |     |
| <b>Terms:</b>                                                                       | 2% 10 NET 30                                                              |     |
| <b>Delivery:</b>                                                                    | 5 DAYS ARO                                                                |     |
| <b>Small Business Enterprise:</b>                                                   | YES                                                                       |     |
| <b>Minority Business Enterprise:</b>                                                | NO                                                                        |     |
| <b>Women Business Enterprise:</b>                                                   | NO                                                                        |     |
| <b>Cooperative Purchasing *:</b>                                                    | YES                                                                       |     |
| <b>* WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?</b> |                                                                           |     |

|                                                                                     |                                                                          |
|-------------------------------------------------------------------------------------|--------------------------------------------------------------------------|
| <b>Vendor Name &amp; Address:</b>                                                   | KUCKER HANEY PAINT CO<br>2180 NOTTINGHAM WAY<br>TRENTON, NJ 08619        |
| <b>Contact Person:</b>                                                              | JAMES D HAWS JR                                                          |
| <b>Contact Phone:</b>                                                               | 609-890-1890                                                             |
| <b>Order Fax:</b>                                                                   | 609-890-7850                                                             |
| <b>Contract#:</b>                                                                   | 82223                                                                    |
| <b>Expiration Date:</b>                                                             | 07/31/16                                                                 |
| <b>Terms:</b>                                                                       | NONE                                                                     |
| <b>Delivery:</b>                                                                    | SPECIFIED ELSEWHERE                                                      |
| <b>Small Business Enterprise:</b>                                                   | YES                                                                      |
| <b>Minority Business Enterprise:</b>                                                | NO                                                                       |
| <b>Women Business Enterprise:</b>                                                   | NO                                                                       |
| <b>Cooperative Purchasing *:</b>                                                    | YES                                                                      |
| <b>* WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?</b> |                                                                          |
| <b>Vendor Name &amp; Address:</b>                                                   | MORTON PAINT CENTER<br>3555 A HADDONFIELD RD<br>PENNSUAKEN, NJ 08109     |
| <b>Contact Person:</b>                                                              | ALBERT J.MORTON                                                          |
| <b>Contact Phone:</b>                                                               | 856-779-0137                                                             |
| <b>Order Fax:</b>                                                                   | 856-779-3327                                                             |
| <b>Contract#:</b>                                                                   | 82237                                                                    |
| <b>Expiration Date:</b>                                                             | 07/31/16                                                                 |
| <b>Terms:</b>                                                                       | NONE                                                                     |
| <b>Delivery:</b>                                                                    | SPECIFIED ELSEWHERE                                                      |
| <b>Small Business Enterprise:</b>                                                   | YES                                                                      |
| <b>Minority Business Enterprise:</b>                                                | NO                                                                       |
| <b>Women Business Enterprise:</b>                                                   | NO                                                                       |
| <b>Cooperative Purchasing *:</b>                                                    | YES                                                                      |
| <b>* WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?</b> |                                                                          |
| <b>Vendor Name &amp; Address:</b>                                                   | N SIPERSTEIN INC<br>700 A JOLINE AVE<br>LONG BRANCH, NJ 07740-5833       |
| <b>Contact Person:</b>                                                              | BRUCE COZEWITH                                                           |
| <b>Contact Phone:</b>                                                               | 732-222-6384                                                             |
| <b>Order Fax:</b>                                                                   | 732-571-1249                                                             |
| <b>Contract#:</b>                                                                   | 82225                                                                    |
| <b>Expiration Date:</b>                                                             | 07/31/16                                                                 |
| <b>Terms:</b>                                                                       | NONE                                                                     |
| <b>Delivery:</b>                                                                    | 5 DAYS ARO                                                               |
| <b>Small Business Enterprise:</b>                                                   | YES                                                                      |
| <b>Minority Business Enterprise:</b>                                                | NO                                                                       |
| <b>Women Business Enterprise:</b>                                                   | NO                                                                       |
| <b>Cooperative Purchasing *:</b>                                                    | YES                                                                      |
| <b>* WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?</b> |                                                                          |
| <b>Vendor Name &amp; Address:</b>                                                   | RICCIARDI BROTHERS INC<br>1915 SPRINGFIELD AVENUE<br>MAPLEWOOD, NJ 07040 |
| <b>Contact Person:</b>                                                              | WALTER J.RICCIARDI                                                       |
| <b>Contact Phone:</b>                                                               | 973-762-3830                                                             |
| <b>Order Fax:</b>                                                                   | 973-762-3699                                                             |

|                                                                                     |                     |
|-------------------------------------------------------------------------------------|---------------------|
| <b>Contract#:</b>                                                                   | 82224               |
| <b>Expiration Date:</b>                                                             | 07/31/16            |
| <b>Terms:</b>                                                                       | NONE                |
| <b>Delivery:</b>                                                                    | 2 DAYS ARO          |
| <b>Small Business Enterprise:</b>                                                   | YES                 |
| <b>Minority Business Enterprise:</b>                                                | NO                  |
| <b>Women Business Enterprise:</b>                                                   | NO                  |
| <b>Cooperative Purchasing *:</b>                                                    | YES                 |
| <b>* WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?</b> |                     |
| <b>Vendor Name &amp; Address:</b>                                                   |                     |
| SHERWIN WILLIAMS CO<br>101 PROSPECT AVE<br>CLEVELAND, OH 44115                      |                     |
| <b>Contact Person:</b>                                                              | CRAIG C MACKAY      |
| <b>Contact Phone:</b>                                                               | 800-723-8766        |
| <b>Order Fax:</b>                                                                   | 732-248-9720        |
| <b>Contract#:</b>                                                                   | 82236               |
| <b>Expiration Date:</b>                                                             | 07/31/16            |
| <b>Terms:</b>                                                                       | NONE                |
| <b>Delivery:</b>                                                                    | 5 DAYS ARO          |
| <b>Small Business Enterprise:</b>                                                   | NO                  |
| <b>Minority Business Enterprise:</b>                                                | NO                  |
| <b>Women Business Enterprise:</b>                                                   | NO                  |
| <b>Cooperative Purchasing *:</b>                                                    | YES                 |
| <b>* WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?</b> |                     |
| <b>Vendor Name &amp; Address:</b>                                                   |                     |
| SIPERSTEINS<br>372 NEW BRUNSWICK AVE<br>FORDS, NJ 08863                             |                     |
| <b>Contact Person:</b>                                                              | BARBRA C.SIPERSTEIN |
| <b>Contact Phone:</b>                                                               | 732-738-8300        |
| <b>Order Fax:</b>                                                                   | 732-738-8720        |
| <b>Contract#:</b>                                                                   | 82226               |
| <b>Expiration Date:</b>                                                             | 07/31/16            |
| <b>Terms:</b>                                                                       | 1% 10 NET 30        |
| <b>Delivery:</b>                                                                    | 5 DAYS ARO          |
| <b>Small Business Enterprise:</b>                                                   | YES                 |
| <b>Minority Business Enterprise:</b>                                                | NO                  |
| <b>Women Business Enterprise:</b>                                                   | NO                  |
| <b>Cooperative Purchasing *:</b>                                                    | YES                 |
| <b>* WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?</b> |                     |

|                                                                          |                                                    |
|--------------------------------------------------------------------------|----------------------------------------------------|
| <b>AUTHORIZED DEALER/DISTRIBUTORS FOR THE FOLLOWING CONTRACT VENDORS</b> |                                                    |
| <b>Contract#:</b> 82236                                                  | <b>Title:</b> PAINT AND RELATED SUPPLIES           |
| <b>Dealer/Distributor Name &amp; Address:</b>                            | MAB PAINTS<br>1727 ROUTE 37<br>TOMS RIVER NJ 08753 |
| <b>Contact Person:</b>                                                   | UNKNOWN                                            |
| <b>Contact Phone:</b>                                                    | 000-000-0000                                       |
| <b>Dealer/Distributor Name &amp; Address:</b>                            | MAB PAINTS<br>1877 N OLDEN AVE<br>TRENTON NJ 08638 |
| <b>Contact Person:</b>                                                   | UNKNOWN                                            |

|                                               |                                                                            |
|-----------------------------------------------|----------------------------------------------------------------------------|
| <b>Contact Phone:</b>                         | 000-000-0000                                                               |
| <b>Dealer/Distributor Name &amp; Address:</b> | MAB PAINTS<br>508 BLACK HORSE PIKE<br>MT EPHRAIM NJ 08059                  |
| <b>Contact Person:</b>                        |                                                                            |
| <b>Contact Phone:</b>                         | 000-000-0000                                                               |
| <b>Dealer/Distributor Name &amp; Address:</b> | MAB PAINTS<br>120 N MAIN ST<br>CAPE MAY CRT HS NJ 08210                    |
| <b>Contact Person:</b>                        |                                                                            |
| <b>Contact Phone:</b>                         | 000-000-0000                                                               |
| <b>Dealer/Distributor Name &amp; Address:</b> | MAB PAINTS<br>780 W RT 70<br>MARLTON NJ 08053                              |
| <b>Contact Person:</b>                        | UNKNOWN                                                                    |
| <b>Contact Phone:</b>                         | 856-797-3769                                                               |
| <b>Dealer/Distributor Name &amp; Address:</b> | MAB PAINTS<br>1625 STELTON RD<br>PISCATAWAY NJ 08854                       |
| <b>Contact Person:</b>                        | UNKNOWN                                                                    |
| <b>Contact Phone:</b>                         | 732-650-1200                                                               |
| <b>Dealer/Distributor Name &amp; Address:</b> | MAB PAINTS<br>14 W 9TH ST<br>OCEAN CITY NJ 08226                           |
| <b>Contact Person:</b>                        | UNKNOWN                                                                    |
| <b>Contact Phone:</b>                         | 609-399-7726                                                               |
| <b>Dealer/Distributor Name &amp; Address:</b> | MAB PAINTS<br>415 EGG HARBOR RD<br>SEWELL NJ 08080                         |
| <b>Contact Person:</b>                        | UNKNOWN                                                                    |
| <b>Contact Phone:</b>                         | 856-218-9700                                                               |
| <b>Dealer/Distributor Name &amp; Address:</b> | SHERWIN WILLIAMS<br>DBA MAB PAINTS<br>410 NILTON RD<br>NORTHFIELD NJ 08225 |
| <b>Contact Person:</b>                        | UNKNOWN                                                                    |
| <b>Contact Phone:</b>                         | 609-646-2226                                                               |
| <b>Dealer/Distributor Name &amp; Address:</b> | SHERWIN WILLIAMS<br>748 COMMUNIPAW AVE<br>JERSEY CITY NJ 07304             |
| <b>Contact Person:</b>                        | UNKNOWN                                                                    |
| <b>Contact Phone:</b>                         | 201-946-7817                                                               |
| <b>Dealer/Distributor Name &amp; Address:</b> | SHERWIN WILLIAMS<br>147 SPEEDWELL AVE<br>MORRISTOWN NJ 07960               |
| <b>Contact Person:</b>                        | UNKNOWN                                                                    |
| <b>Contact Phone:</b>                         | 973-539-0770                                                               |
| <b>Dealer/Distributor Name &amp; Address:</b> | SHERWIN WILLIAMS<br>990 CEDAR BRIDGE RD<br>BRICK NJ 08723                  |
| <b>Contact Person:</b>                        | UNKNOWN                                                                    |
| <b>Contact Phone:</b>                         | 732-477-6262                                                               |
| <b>Dealer/Distributor Name &amp; Address:</b> | SHERWIN WILLIAMS<br>740 E RT 70<br>MARLTON NJ 08053                        |
| <b>Contact Person:</b>                        | UNKNOWN                                                                    |
| <b>Contact Phone:</b>                         | 856-810-1747                                                               |
| <b>Dealer/Distributor Name &amp; Address:</b> | SHERWIN WILLIAMS<br>5501 RT 42<br>TURNERSVILLE NJ 08012                    |

82236

|                                               |                                                                                             |
|-----------------------------------------------|---------------------------------------------------------------------------------------------|
| <b>Contact Person:</b>                        | UNKNOWN                                                                                     |
| <b>Contact Phone:</b>                         | 856-227-2022                                                                                |
| <b>Dealer/Distributor Name &amp; Address:</b> | SHERWIN WILLIAMS<br>1204 RT 130 N<br>CINNAMINSON NJ 08077                                   |
| <b>Contact Person:</b>                        | UNKNOWN                                                                                     |
| <b>Contact Phone:</b>                         | 856-829-0788                                                                                |
| <b>Dealer/Distributor Name &amp; Address:</b> | SHERWIN WILLIAMS<br>875 MANTUA PIKE<br>WOODBURY NJ 08096                                    |
| <b>Contact Person:</b>                        | UNKNOWN                                                                                     |
| <b>Contact Phone:</b>                         | 856-251-9701                                                                                |
| <b>Dealer/Distributor Name &amp; Address:</b> | SHERWIN WILLIAMS<br>1623 RT 38<br>LUMBERTON NJ 08048                                        |
| <b>Contact Person:</b>                        | UNKNOWN                                                                                     |
| <b>Contact Phone:</b>                         | 609-267-0842                                                                                |
| <b>Dealer/Distributor Name &amp; Address:</b> | SHERWIN WILLIAMS<br>2176 HIGHWAY 35<br>SEA GIRT NJ 08750                                    |
| <b>Contact Person:</b>                        | UNKNOWN                                                                                     |
| <b>Contact Phone:</b>                         | 732-292-0032                                                                                |
| <b>Dealer/Distributor Name &amp; Address:</b> | SHERWIN WILLIAMS<br>926 HADDONFIELD RD<br>CHERRY HILL NJ 08002                              |
| <b>Contact Person:</b>                        | UNKNOWN                                                                                     |
| <b>Contact Phone:</b>                         | 856-665-3821                                                                                |
| <b>Dealer/Distributor Name &amp; Address:</b> | SHERWIN WILLIAMS<br>157 BRIDGETON PIKE<br>MULLICA HILL NJ 08062                             |
| <b>Contact Person:</b>                        | UNKNOWN                                                                                     |
| <b>Contact Phone:</b>                         | 856-478-2900                                                                                |
| <b>Dealer/Distributor Name &amp; Address:</b> | SHERWIN WILLIAMS<br>1604 RT 35 SOUTH<br>OAKHURST NJ 07755                                   |
| <b>Contact Person:</b>                        | UNKNOWN                                                                                     |
| <b>Contact Phone:</b>                         | 732-531-9944                                                                                |
| <b>Dealer/Distributor Name &amp; Address:</b> | SHERWIN WILLIAMS<br>536 RAYMOND BLVD<br>NEWARK NJ 07105                                     |
| <b>Contact Person:</b>                        | UNKNOWN                                                                                     |
| <b>Contact Phone:</b>                         | 973-344-7513                                                                                |
| <b>Dealer/Distributor Name &amp; Address:</b> | SHERWIN WILLIAMS<br>614 RIDGE RD<br>N ARLINGTON NJ 07031                                    |
| <b>Contact Person:</b>                        | UNKNOWN                                                                                     |
| <b>Contact Phone:</b>                         | 201-998-6248                                                                                |
| <b>Dealer/Distributor Name &amp; Address:</b> | SHERWIN WILLIAMS<br>901 MOUNTAIN AVE<br>SPRINGFIELD NJ 07081                                |
| <b>Contact Person:</b>                        | UNKNOWN                                                                                     |
| <b>Contact Phone:</b>                         | 973-376-8734                                                                                |
| <b>Dealer/Distributor Name &amp; Address:</b> | SHERWIN WILLIAMS<br>6041 BLACK HORSE PIKE<br>SUITES 2 AND 3<br>EGG HARBOR TWP NJ 08234-4896 |
| <b>Contact Person:</b>                        | CHARLES WORTH                                                                               |
| <b>Contact Phone:</b>                         | 609-484-8497                                                                                |
| <b>Dealer/Distributor Name &amp; Address:</b> |                                                                                             |

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|-----------------------------------------------|-------------------------------------------------------------------------------|
|                                               | SHERWIN WILLIAMS CO<br>936 RT 22 EAST<br>SOMERVILLE NJ 08876                  |
| <b>Contact Person:</b>                        | UNKNOWN                                                                       |
| <b>Contact Phone:</b>                         | 908-252-0180                                                                  |
| <b>Dealer/Distributor Name &amp; Address:</b> | SHERWIN WILLIAMS CO<br>35 RT 46<br>HACKETTSTOWN NJ 07840                      |
| <b>Contact Person:</b>                        | UNKNOWN                                                                       |
| <b>Contact Phone:</b>                         | 908-979-0971                                                                  |
| <b>Dealer/Distributor Name &amp; Address:</b> | SHERWIN WILLIAMS CO<br>DBA MAB PAINTS<br>4901 PARK BLVD<br>WILDWOOD NJ 08260  |
| <b>Contact Person:</b>                        | UNKNOWN                                                                       |
| <b>Contact Phone:</b>                         | 609-522-2426                                                                  |
| <b>Dealer/Distributor Name &amp; Address:</b> | SHERWIN WILLIAMS CO<br>DBA MAB PAINTS<br>433 S DELSEA DR<br>VINELAND NJ 08360 |
| <b>Contact Person:</b>                        | UNKNOWN                                                                       |
| <b>Contact Phone:</b>                         | 856-691-2481                                                                  |
| <b>Dealer/Distributor Name &amp; Address:</b> | SHERWIN WILLIAMS CO<br>1460 PROSPECT STREET<br>TRENTON NJ 08838               |
| <b>Contact Person:</b>                        | J M BROVA                                                                     |
| <b>Contact Phone:</b>                         | 609-890-1272                                                                  |
| <b>Dealer/Distributor Name &amp; Address:</b> | SHERWIN WILLIAMS CO<br>185 MOONACHIE ROAD<br>MOONACHIE PA 07074               |
| <b>Contact Person:</b>                        | THOMAS URSINO                                                                 |
| <b>Contact Phone:</b>                         | 201-440-2660                                                                  |
| <b>Dealer/Distributor Name &amp; Address:</b> | SHERWIN WILLIAMS CO<br>4486 STELTON ROAD<br>SOUTH PLAINFIELD NJ 07080         |
| <b>Contact Person:</b>                        | ART CARROLL                                                                   |
| <b>Contact Phone:</b>                         | 908-752-5400                                                                  |
| <b>Dealer/Distributor Name &amp; Address:</b> | SHERWIN WILLIAMS CO<br>34 E HOLLY AVENUE<br>PITMAN NJ 08071                   |
| <b>Contact Person:</b>                        | CHARLES J AMME                                                                |
| <b>Contact Phone:</b>                         | 609-589-0736                                                                  |
| <b>Dealer/Distributor Name &amp; Address:</b> | SHERWIN WILLIAMS CO<br>26 W WASHINGTON AVE<br>WASHINGTON NJ 07882             |
| <b>Contact Person:</b>                        | UNKNOWN                                                                       |
| <b>Contact Phone:</b>                         | 000-000-0000                                                                  |
| <b>Dealer/Distributor Name &amp; Address:</b> | SHERWIN WILLIAMS CO<br>15 ROUTE 206<br>NEWTON NJ 07860                        |
| <b>Contact Person:</b>                        | UNKNOWN                                                                       |
| <b>Contact Phone:</b>                         | 000-000-0000                                                                  |
| <b>Dealer/Distributor Name &amp; Address:</b> | SHERWIN WILLIAMS CO<br>601 ROUTE 72 EAST<br>MANAHAWKIN NJ 08050               |
| <b>Contact Person:</b>                        | UNKNOWN                                                                       |
| <b>Contact Phone:</b>                         | 000-000-0000                                                                  |
| <b>Dealer/Distributor Name &amp; Address:</b> | SHERWIN WILLIAMS CO<br>RT 9 & NEW FRIENDSHIP RD<br>HOWELL NJ 07731            |

|                                               |                                                                                             |
|-----------------------------------------------|---------------------------------------------------------------------------------------------|
| <b>Contact Person:</b>                        | UNKNOWN                                                                                     |
| <b>Contact Phone:</b>                         | 000-000-0000                                                                                |
| <b>Dealer/Distributor Name &amp; Address:</b> | SHERWIN WILLIAMS CO<br>768 MEMORIAL PARKWAY<br>PHILLIPSBURG NJ 08865                        |
| <b>Contact Person:</b>                        |                                                                                             |
| <b>Contact Phone:</b>                         | 000-000-0000                                                                                |
| <b>Dealer/Distributor Name &amp; Address:</b> | SHERWIN WILLIAMS CO<br>84 W LANDIS AVE<br>VINELAND NJ 08360                                 |
| <b>Contact Person:</b>                        | UNKNOWN                                                                                     |
| <b>Contact Phone:</b>                         | 000-000-0000                                                                                |
| <b>Dealer/Distributor Name &amp; Address:</b> | SHERWIN WILLIAMS CO<br>FREEHOLD MALL RT 9<br>FREEHOLD NJ 07728                              |
| <b>Contact Person:</b>                        | UNKNOWN                                                                                     |
| <b>Contact Phone:</b>                         | 000-000-0000                                                                                |
| <b>Dealer/Distributor Name &amp; Address:</b> | SHERWIN WILLIAMS CO<br>1420 KINGS HIGHWAY<br>HADDON HEIGHTS NJ 08035                        |
| <b>Contact Person:</b>                        | UNKNOWN                                                                                     |
| <b>Contact Phone:</b>                         | 000-000-0000                                                                                |
| <b>Dealer/Distributor Name &amp; Address:</b> | SHERWIN WILLIAMS CO<br>318 EAST BROADWAY<br>SALEM NJ 08079                                  |
| <b>Contact Person:</b>                        | UNKNOWN                                                                                     |
| <b>Contact Phone:</b>                         | 000-000-0000                                                                                |
| <b>Dealer/Distributor Name &amp; Address:</b> | SHERWIN WILLIAMS CO<br>PRINCETON SHOPPING CTR<br>PRINCETON NJ 08540                         |
| <b>Contact Person:</b>                        | UNKNOWN                                                                                     |
| <b>Contact Phone:</b>                         | 000-000-0000                                                                                |
| <b>Dealer/Distributor Name &amp; Address:</b> | SHERWIN WILLIAMS CO<br>832 MOUNTAIN VIEW BLVD<br>WAYNE NJ 07470                             |
| <b>Contact Person:</b>                        | UNKNOWN                                                                                     |
| <b>Contact Phone:</b>                         | 000-000-0000                                                                                |
| <b>Dealer/Distributor Name &amp; Address:</b> | SHERWIN WILLIAMS CO<br>1320 HWY 35<br>MIDDLETOWN NJ 07748                                   |
| <b>Contact Person:</b>                        | UNKNOWN                                                                                     |
| <b>Contact Phone:</b>                         | 000-000-0000                                                                                |
| <b>Dealer/Distributor Name &amp; Address:</b> | SHERWIN WILLIAMS CO<br>452 RT 37E & WASHINGTON ST<br>TOMS RIVER MALL<br>TOMS RIVER NJ 08753 |
| <b>Contact Person:</b>                        | JOHN W CARSON                                                                               |
| <b>Contact Phone:</b>                         | 732-506-0700                                                                                |
| <b>Dealer/Distributor Name &amp; Address:</b> | SHERWIN WILLIAMS CO<br>1230 WEST AVE<br>OCEAN CITY NJ 08226                                 |
| <b>Contact Person:</b>                        | UNKNOWN                                                                                     |
| <b>Contact Phone:</b>                         | 000-000-0000                                                                                |
| <b>Dealer/Distributor Name &amp; Address:</b> | SHERWIN WILLIAMS CO<br>226 TALMADGE ROAD<br>EDISON NJ 08818                                 |
| <b>Contact Person:</b>                        | SALVATORE FAMA JR                                                                           |
| <b>Contact Phone:</b>                         | 908-248-9732                                                                                |
| <b>Dealer/Distributor Name &amp; Address:</b> |                                                                                             |

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|-----------------------------------------------|------------------------------------------------------------------------|
|                                               | SHERWIN WILLIAMS CO<br>195 E RIDGEWOOD AVE<br>RIDGEWOOD NJ 07450       |
| <b>Contact Person:</b>                        |                                                                        |
| <b>Contact Phone:</b>                         | 000-000-0000                                                           |
| <b>Dealer/Distributor Name &amp; Address:</b> | SHERWIN WILLIAMS CO<br>366 ST GEORGES AVE<br>RAHWAY NJ 07065           |
| <b>Contact Person:</b>                        | UNKNOWN                                                                |
| <b>Contact Phone:</b>                         | 000-000-0000                                                           |
| <b>Dealer/Distributor Name &amp; Address:</b> | SHERWIN WILLIAMS CO<br>246 MAIN STREET<br>CHATHAM NJ 07928             |
| <b>Contact Person:</b>                        | BOB HEATH                                                              |
| <b>Contact Phone:</b>                         | 201-635-9352                                                           |
| <b>Dealer/Distributor Name &amp; Address:</b> | SHERWIN WILLIAMS CO<br>1088 RT 18 RUES LANE<br>EAST BRUNSWICK NJ 08816 |
| <b>Contact Person:</b>                        | BRUCE WILLOIAN                                                         |
| <b>Contact Phone:</b>                         | 908-238-8300                                                           |
| <b>Dealer/Distributor Name &amp; Address:</b> | SHERWIN WILLIAMS CO<br>1802 08 SPRINGFIELD AVE<br>MAPLEWOOD NJ 07040   |
| <b>Contact Person:</b>                        | MIKE BRADLEY                                                           |
| <b>Contact Phone:</b>                         | 201-763-1418                                                           |
| <b>Dealer/Distributor Name &amp; Address:</b> | SHERWIN WILLIAMS CO<br>67 PEARL STREET<br>METUCHEN NJ 08840            |
| <b>Contact Person:</b>                        | RICH GORMAN                                                            |
| <b>Contact Phone:</b>                         | 908-549-6200                                                           |
| <b>Dealer/Distributor Name &amp; Address:</b> | SHERWIN WILLIAMS CO<br>377 ROUTE 46 WEST<br>ROCKAWAY NJ 07866          |
| <b>Contact Person:</b>                        | DOUG HUNTER                                                            |
| <b>Contact Phone:</b>                         | 201-366-8302                                                           |
| <b>Dealer/Distributor Name &amp; Address:</b> | SHERWIN WILLIAMS CO<br>2109 PARK AVENUE<br>SO PLAINFIELD NJ 07080      |
| <b>Contact Person:</b>                        | JOE BARONE                                                             |
| <b>Contact Phone:</b>                         | 908-755-2633                                                           |
| <b>Dealer/Distributor Name &amp; Address:</b> | SHERWIN WILLIAMS CO<br>319 SOUTH AVENUE<br>WESTFIELD NJ 07090          |
| <b>Contact Person:</b>                        | KEN TELLER                                                             |
| <b>Contact Phone:</b>                         | 908-232-8180                                                           |
| <b>Dealer/Distributor Name &amp; Address:</b> | SHERWIN WILLIAMS CO<br>440 ROUTE 46<br>PARSIPPANY NJ 07054             |
| <b>Contact Person:</b>                        | RICK MAY                                                               |
| <b>Contact Phone:</b>                         | 908-560-8700                                                           |
| <b>Dealer/Distributor Name &amp; Address:</b> | SHERWIN WILLIAMS CO<br>48 PARK AVE<br>RUTHERFORD NJ 07070              |
| <b>Contact Person:</b>                        | RICK MAY                                                               |
| <b>Contact Phone:</b>                         | 908-560-8700                                                           |
| <b>Dealer/Distributor Name &amp; Address:</b> | SHERWIN WILLIAMS CO<br>324 BLOOMFIELD AVE<br>BLOOMFIELD NJ 07003       |
| <b>Contact Person:</b>                        | RICK MAY                                                               |
| <b>Contact Phone:</b>                         | 908-560-8700                                                           |

|                                               |                                                                                                            |
|-----------------------------------------------|------------------------------------------------------------------------------------------------------------|
| <b>Dealer/Distributor Name &amp; Address:</b> | SHERWIN WILLIAMS CO<br>1460 PROSPECT STREET<br>TRENTON NJ 08638                                            |
| <b>Contact Person:</b>                        |                                                                                                            |
| <b>Contact Phone:</b>                         | 000-000-0000                                                                                               |
| <b>Dealer/Distributor Name &amp; Address:</b> | SHERWIN WILLIAMS CO<br>US HWY 202-31<br>NEAVILLE AVE<br>FLEMINGTON NJ 08822                                |
| <b>Contact Person:</b>                        |                                                                                                            |
| <b>Contact Phone:</b>                         | 000-000-0000                                                                                               |
| <b>Dealer/Distributor Name &amp; Address:</b> | SHERWIN WILLIAMS CO<br>DBA MAB PAINTS<br>700 HADDONFIELD-BERLIN RD<br>EAGLE PLAZA #35<br>VOORHEES NJ 08043 |
| <b>Contact Person:</b>                        | UNKNOWN                                                                                                    |
| <b>Contact Phone:</b>                         | 856-783-0340                                                                                               |
| <b>Dealer/Distributor Name &amp; Address:</b> | SHERWIN WILLIAMS CO<br>DBA MAB PAINTS<br>917 CHRUCH RD<br>CHERRY HILL NJ 08002                             |
| <b>Contact Person:</b>                        | UNKNOWN                                                                                                    |
| <b>Contact Phone:</b>                         | 856-482-1255                                                                                               |
| <b>Dealer/Distributor Name &amp; Address:</b> | SHERWIN WILLIAMS CO<br>DBA MAB PAINTS<br>1050 MANTUA PIKE<br>WENONAH NJ 08090                              |
| <b>Contact Person:</b>                        | UNKNOWN                                                                                                    |
| <b>Contact Phone:</b>                         | 856-468-6900                                                                                               |
| <b>Dealer/Distributor Name &amp; Address:</b> | SHERWIN WILLIAMS 3751<br>1710 KUSER ROAD<br>TRENTON NJ 08690                                               |
| <b>Contact Person:</b>                        | UNKNOWN                                                                                                    |
| <b>Contact Phone:</b>                         | 609-581-3500                                                                                               |
| <b>Dealer/Distributor Name &amp; Address:</b> | SHERWIN WILLIAMS 5066<br>541 ROUTE 33<br>HAMILTON SQUARE NJ 08619                                          |
| <b>Contact Person:</b>                        | UNKNOWN                                                                                                    |
| <b>Contact Phone:</b>                         | 609-890-1272                                                                                               |

| CONTRACT ITEMS/SERVICES BY VENDOR           |                                                                                                                                                                                                                                                                                                                                                                                    |              |                               |            |            |
|---------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|-------------------------------|------------|------------|
| <b>Vendor:</b> JOSEPH SOLTZ PAINT STORE INC |                                                                                                                                                                                                                                                                                                                                                                                    |              | <b>Contract Number:</b> 82238 |            |            |
| LINE#                                       | DESCRIPTION/MFGR/BRAND                                                                                                                                                                                                                                                                                                                                                             | EST QUANTITY | UNIT                          | % DISCOUNT | UNIT PRICE |
| 00092                                       | COMM CODE: 630-57-067406<br>[PAINT, PROTECTIVE COATINGS, VARNISH,...]<br><br>ITEM DESCRIPTION:<br>PAINT, FINISHES, SOLVENTS: BRUNING<br>SOUTH REGION<br>(ALL COLORS AND CONTAINER SIZES)<br>SET ASIDE FOR SMALL BUSINESS<br>*****<br>NOTE: TRAFFIC LINE PAINT & AUTOMOTVE<br>PAINT ARE EXCLUDED FROM THIS RFP.<br>*****<br>BRAND: BRUNING/INSLX<br>10/17/11 DISTRIBUTOR PRICE LIST | 1.000        | EACH                          | 42.00%     | N/A        |
| LINE#                                       | DESCRIPTION/MFGR/BRAND                                                                                                                                                                                                                                                                                                                                                             | EST QUANTITY | UNIT                          | % DISCOUNT | UNIT PRICE |
| 00093                                       | COMM CODE: 630-57-067390<br>[PAINT, PROTECTIVE COATINGS, VARNISH,...]                                                                                                                                                                                                                                                                                                              | 1.000        | EACH                          | 25.00%     | N/A        |

|       | ITEM DESCRIPTION:<br>PAINT,FINISHES,SOLVENTS: CABOT<br>SOUTH REGION<br>(ALL COLORS AND CONTAINER SIZES)<br>SET ASIDE FOR SMALL BUSINESS<br>*****<br>NOTE: TRAFFIC LINE PAINT & AUTOMOTIVE<br>PAINT ARE EXCLUDED FROM THIS RFP.<br>*****<br>BRAND: CABOT<br>11/1/11 DEALER PRICE LIST                                                                         |              |      |                  |            |
|-------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|------|------------------|------------|
| LINE# | DESCRIPTION/MFGR/BRAND                                                                                                                                                                                                                                                                                                                                       | EST QUANTITY | UNIT | % DISCOUNT       | UNIT PRICE |
| 00094 | COMM CODE: 630-57-067407<br>[PAINT, PROTECTIVE COATINGS, VARNISH,...]<br><br>ITEM DESCRIPTION:<br>PAINT,FINISHES,SOLVENTS:CORONADO PAINTS<br>SOUTH REGION<br>(ALL COLORS AND CONTAINER SIZES)<br><br>*****<br>NOTE: TRAFFIC LINE PAINT & AUTOMOTIVE<br>PAINT ARE EXCLUDED FROM THIS RFP.<br>*****<br>BRAND: CORONADO PAINTS<br>6/18/12 DEALER NET PRICE LIST | 1.000        | EACH | 42.00%           | N/A        |
| LINE# | DESCRIPTION/MFGR/BRAND                                                                                                                                                                                                                                                                                                                                       | EST QUANTITY | UNIT | % DISCOUNT       | UNIT PRICE |
| 00095 | COMM CODE: 630-47-043408<br>[PAINT, PROTECTIVE COATINGS, VARNISH,...]<br><br>ITEM DESCRIPTION:<br>PAINT, FINISHES, SOLVENTS: DUPONT PAINT<br>SOUTH ZONE<br>(ALL COLORS AND CONTAINER SIZES)<br>SET ASIDE FOR SMALL BUSINESS<br>BRAND: DUPONT PAINT<br>1/1/12 SUGGESTED REFINISHER PRICE LIST                                                                 | 1.000        | EACH | 5.00%            | N/A        |
| LINE# | DESCRIPTION/MFGR/BRAND                                                                                                                                                                                                                                                                                                                                       | EST QUANTITY | UNIT | % DISCOUNT       | UNIT PRICE |
| 00104 | COMM CODE: 630-57-083756<br>[PAINT, PROTECTIVE COATINGS, VARNISH,...]<br><br>ITEM DESCRIPTION:<br>PAINT, FINISHES, SOLVENTS: MOHAWK<br>SOUTH REGION<br>(ALL COLORS AND CONTAINER SIZES)<br>BRAND: MOHAWK<br>2/1/12 PRICE LIST                                                                                                                                | 1.000        | EACH | 25.00%<br>MARKUP | N/A        |
| LINE# | DESCRIPTION/MFGR/BRAND                                                                                                                                                                                                                                                                                                                                       | EST QUANTITY | UNIT | % DISCOUNT       | UNIT PRICE |
| 00107 | COMM CODE: 630-47-034791<br>[PAINT, PROTECTIVE COATINGS, VARNISH,...]<br><br>ITEM DESCRIPTION:<br>PAINT,FINISHES,SOLVENTS: F&H<br>SOUTH REGION<br>(ALL COLORS AND CONTAINER SIZES)<br>BRAND: F&H<br>10/1/10 FH 6/20/11 PRICE LIST                                                                                                                            | 1.000        | EACH | 20.00%<br>MARKUP | N/A        |
| LINE# | DESCRIPTION/MFGR/BRAND                                                                                                                                                                                                                                                                                                                                       | EST QUANTITY | UNIT | % DISCOUNT       | UNIT PRICE |
| 00111 | COMM CODE: 630-57-067393<br>[PAINT, PROTECTIVE COATINGS, VARNISH,...]                                                                                                                                                                                                                                                                                        | 1.000        | EACH | 52.00%           | N/A        |

|       | ITEM DESCRIPTION:<br>PAINT,FINISHES,SOLVENTS: PITTSBURGH<br>SOUTH REGION<br>(ALL COLORS AND CONTAINER SIZES)<br><br>*****<br>NOTE: TRAFFIC LINE PAINT & AUTOMOTIVE<br>PAINT ARE EXCLUDED FROM THIS RFP.<br>*****<br>BRAND: PITTSBURGH<br>1/23/12 C-001                |              |      |                      |            |
|-------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|------|----------------------|------------|
| LINE# | DESCRIPTION/MFGR/BRAND                                                                                                                                                                                                                                                | EST QUANTITY | UNIT | % DISCOUNT           | UNIT PRICE |
| 00114 | COMM CODE: 145-45-034822<br>[BRUSHES (SEE CLASS 485 FOR JANITORIAL...)]<br><br>ITEM DESCRIPTION:<br>BRUSHES AND ROLLERS,PAINT:BESTT LIEBCO<br>SOUTH REGION<br>(ALL SIZES AND TYPES)<br>SET ASIDE FOR SMALL BUSINESS<br>BRAND: BESTT LIEBCO<br>3/1/12 WHITE PRICE LIST | 1.000        | EACH | 15.00%<br><br>MARKUP | N/A        |
| LINE# | DESCRIPTION/MFGR/BRAND                                                                                                                                                                                                                                                | EST QUANTITY | UNIT | % DISCOUNT           | UNIT PRICE |
| 00116 | COMM CODE: 145-45-034829<br>[BRUSHES (SEE CLASS 485 FOR JANITORIAL...)]<br><br>ITEM DESCRIPTION:<br>BRUSHES AND ROLLERS,PAINT: PURDY<br>SOUTH REGION<br>(ALL SIZES AND TYPES)<br>SET ASIDE FOR SMALL BUSINESS<br>BRAND: PURDY<br>3/1/12 WHITE PRICE LIST              | 1.000        | EACH | 15.00%<br><br>MARKUP | N/A        |
| LINE# | DESCRIPTION/MFGR/BRAND                                                                                                                                                                                                                                                | EST QUANTITY | UNIT | % DISCOUNT           | UNIT PRICE |
| 00119 | COMM CODE: 145-45-034832<br>[BRUSHES (SEE CLASS 485 FOR JANITORIAL...)]<br><br>ITEM DESCRIPTION:<br>BRUSHES AND ROLLERS,PAINT: WOOSTER<br>SOUTH REGION<br>(ALL SIZES AND TYPES)<br>SET ASIDE FOR SMALL BUSINESS<br>BRAND: WOOSTER<br>1/1/09 UPDATED 1/20/12 RETAIL PL | 1.000        | EACH | 47.00%               | N/A        |
| LINE# | DESCRIPTION/MFGR/BRAND                                                                                                                                                                                                                                                | EST QUANTITY | UNIT | % DISCOUNT           | UNIT PRICE |
| 00120 | COMM CODE: 145-45-034833<br>[BRUSHES (SEE CLASS 485 FOR JANITORIAL...)]<br><br>ITEM DESCRIPTION:<br>BRUSHES AND ROLLERS,PAINT: WORK TOOLS<br>SOUTH REGION<br>(ALL SIZES AND TYPES)<br>SET ASIDE FOR SMALL BUSINESS<br>BRAND: WORK TOOLS<br>1/1/12 DEALER PRICE LIST   | 1.000        | EACH | 25.00%               | N/A        |
| LINE# | DESCRIPTION/MFGR/BRAND                                                                                                                                                                                                                                                | EST QUANTITY | UNIT | % DISCOUNT           | UNIT PRICE |
| 00121 |                                                                                                                                                                                                                                                                       | 1.000        | EACH |                      | N/A        |

|              |                                                                                                                                                                                                                                                                   |                     |             |                   |                   |
|--------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------|-------------|-------------------|-------------------|
|              | COMM CODE: 145-45-083758<br>[BRUSHES (SEE CLASS 485 FOR JANITORIAL...)]<br><br>ITEM DESCRIPTION:<br>BRUSHES AND ROLLERS,PAINT: MOHAWK<br>SOUTH REGION<br>(ALL SIZES AND TYPES)<br>BRAND: MOHAWK<br>2/1/12 PRICE LIST                                              |                     |             | 25.00%            |                   |
|              |                                                                                                                                                                                                                                                                   |                     |             | MARKUP            |                   |
| <b>LINE#</b> | <b>DESCRIPTION/MFGR/BRAND</b>                                                                                                                                                                                                                                     | <b>EST QUANTITY</b> | <b>UNIT</b> | <b>% DISCOUNT</b> | <b>UNIT PRICE</b> |
| 00128        | COMM CODE: 832-52-034859<br>[TAPE (NOT DATA PROCESSING, MEASURING,...)]<br><br>ITEM DESCRIPTION:<br>TOOLS,SPEC.HAND & DROP CLOTHS: TRIMACO<br>(ALL TYPES AND SIZES) - SOUTH REGION<br>SET ASIDE FOR SMALL BUSINESS<br>BRAND: TRIMACO<br>1/1/12 PRICE LIST         | 1.000               | EACH        | 10.00%            | N/A               |
|              |                                                                                                                                                                                                                                                                   |                     |             | MARKUP            |                   |
| <b>LINE#</b> | <b>DESCRIPTION/MFGR/BRAND</b>                                                                                                                                                                                                                                     | <b>EST QUANTITY</b> | <b>UNIT</b> | <b>% DISCOUNT</b> | <b>UNIT PRICE</b> |
| 00129        | COMM CODE: 635-45-034852<br>[PAINTING EQUIPMENT AND ACCESSORIES]<br><br>ITEM DESCRIPTION:<br>TOOLS,SPEC.HAND & DROP CLOTHS: GRACO<br>SOUTH REGION<br>(ALL TYPES AND SIZES)<br>SET ASIDE FOR SMALL BUSINESS<br>BRAND: GRACO<br>1/2/12 2012 PRICE BOOK              | 1.000               | EACH        | 20.00%            | N/A               |
| <b>LINE#</b> | <b>DESCRIPTION/MFGR/BRAND</b>                                                                                                                                                                                                                                     | <b>EST QUANTITY</b> | <b>UNIT</b> | <b>% DISCOUNT</b> | <b>UNIT PRICE</b> |
| 00130        | COMM CODE: 635-45-034854<br>[PAINTING EQUIPMENT AND ACCESSORIES]<br><br>ITEM DESCRIPTION:<br>TOOLS,SPEC.HAND & DROP CLOTHS: HYDE<br>SOUTH REGION<br>(ALL TYPES AND SIZES)<br>SET ASIDE FOR SMALL BUSINESS<br>BRAND: HYDE<br>2/1/12 WHOLESALE BUYER'S GUIDE        | 1.000               | EACH        | 45.00%            | N/A               |
| <b>LINE#</b> | <b>DESCRIPTION/MFGR/BRAND</b>                                                                                                                                                                                                                                     | <b>EST QUANTITY</b> | <b>UNIT</b> | <b>% DISCOUNT</b> | <b>UNIT PRICE</b> |
| 00131        | COMM CODE: 635-45-034857<br>[PAINTING EQUIPMENT AND ACCESSORIES]<br><br>ITEM DESCRIPTION:<br>TOOLS,SPEC.HAND/DROP CLOTHS: WARNER<br>TOOL<br>SOUTH REGION<br>(ALL TYPES AND SIZES)<br>SET ASIDE FOR SMALL BUSINESS<br>BRAND: WARNER TOOL<br>8/11 DEALER PRICE LIST | 1.000               | EACH        | 50.00%            | N/A               |
| <b>LINE#</b> | <b>DESCRIPTION/MFGR/BRAND</b>                                                                                                                                                                                                                                     | <b>EST QUANTITY</b> | <b>UNIT</b> | <b>% DISCOUNT</b> | <b>UNIT PRICE</b> |
| 00132        | COMM CODE: 635-45-083759<br>[PAINTING EQUIPMENT AND ACCESSORIES]<br><br>ITEM DESCRIPTION:<br>TOOLS,SPEC.HAND/DROP CLOTHS: MOHAWK<br>SOUTH REGION<br>(ALL TYPES AND SIZES)                                                                                         | 1.000               | EACH        | 25.00%            | N/A               |
|              |                                                                                                                                                                                                                                                                   |                     |             | MARKUP            |                   |



| BRAND: MOHAWK<br>2/1/12 PRICE LIST   |                                                                                                                                                                                                                                                                                                                                                                                     |              |                               |            |            |
|--------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|-------------------------------|------------|------------|
| <b>Vendor:</b> KUCKER HANEY PAINT CO |                                                                                                                                                                                                                                                                                                                                                                                     |              | <b>Contract Number:</b> 82223 |            |            |
| LINE#                                | DESCRIPTION/MFGR/BRAND                                                                                                                                                                                                                                                                                                                                                              | EST QUANTITY | UNIT                          | % DISCOUNT | UNIT PRICE |
| 00001                                | COMM CODE: 630-57-067372<br>[PAINT, PROTECTIVE COATINGS, VARNISH,...]<br><br>ITEM DESCRIPTION:<br>PAINT,FINISHES,SOLVENTS: BENJAMIN MOORE<br>NORTH REGION<br>(ALL COLORS AND CONTAINER SIZES)<br><br>SET ASIDE FOR SMALL BUSINESS<br>*****<br>NOTE: TRAFFIC LINE PAINT & AUTOMOTIVE<br>PAINT ARE EXCLUDED FROM THIS RFP.<br>*****<br>BRAND: BENJAMIN MOORE<br>MODEL: SRP<br>4/16/12 | 1.000        | EACH                          | 46.00%     | N/A        |
| LINE#                                | DESCRIPTION/MFGR/BRAND                                                                                                                                                                                                                                                                                                                                                              | EST QUANTITY | UNIT                          | % DISCOUNT | UNIT PRICE |
| 00006                                | COMM CODE: 630-57-067398<br>[PAINT, PROTECTIVE COATINGS, VARNISH,...]<br><br>ITEM DESCRIPTION:<br>PAINT,FINISHES,SOLVENTS: FULLER O'BRIEN<br>NORTH REGION<br>(ALL COLORS AND CONTAINER SIZES)<br>SET ASIDE FOR SMALL BUSINESS<br>*****<br>NOTE: TRAFFIC LINE PAINT & AUTOMOTIVE<br>PAINT ARE EXCLUDED FROM THIS RFP.<br>*****<br>BRAND: FULLER OBRIEN<br>MODEL: SRP<br>5/1/12       | 1.000        | EACH                          | 25.00%     | N/A        |
| LINE#                                | DESCRIPTION/MFGR/BRAND                                                                                                                                                                                                                                                                                                                                                              | EST QUANTITY | UNIT                          | % DISCOUNT | UNIT PRICE |
| 00008                                | COMM CODE: 630-57-067375<br>[PAINT, PROTECTIVE COATINGS, VARNISH,...]<br><br>ITEM DESCRIPTION:<br>PAINT,FINISHES,SOLVENTS: MINWAX<br>NORTH REGION<br>(ALL COLORS AND CONTAINER SIZES)<br>SET ASIDE FOR SMALL BUSINESS<br>*****<br>NOTE: TRAFFIC LINE PAINT & AUTOMOTIVE<br>PAINT ARE EXCLUDED FROM THIS RFP.<br>*****<br>BRAND: MINWAX<br>MODEL: SRP<br>5/3/12                      | 1.000        | EACH                          | 40.00%     | N/A        |
| LINE#                                | DESCRIPTION/MFGR/BRAND                                                                                                                                                                                                                                                                                                                                                              | EST QUANTITY | UNIT                          | % DISCOUNT | UNIT PRICE |
| 00029                                | COMM CODE: 145-45-026084<br>[BRUSHES (SEE CLASS 485 FOR JANITORIAL...)]<br><br>ITEM DESCRIPTION:<br>BRUSHES AND ROLLERS,PAINT: WOOSTER<br>NORTH REGION<br>(ALL SIZES AND TYPES)                                                                                                                                                                                                     | 1.000        | EACH                          | 60.00%     | N/A        |

|       | SET ASIDE FOR SMALL BUSINESS<br>BRAND: WOOSTER<br>MODEL: SRP<br>5/8/12                                                                                                                                                                                                                                                                                                          |              |      |            |            |
|-------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|------|------------|------------|
| LINE# | DESCRIPTION/MFGR/BRAND                                                                                                                                                                                                                                                                                                                                                          | EST QUANTITY | UNIT | % DISCOUNT | UNIT PRICE |
| 00030 | COMM CODE: 145-45-026085<br>[BRUSHES (SEE CLASS 485 FOR JANITORIAL...)]<br><br>ITEM DESCRIPTION:<br>BRUSHES AND ROLLERS,PAINT: WORK TOOLS<br>NORTH REGION<br>(ALL SIZES AND TYPES)<br>SET ASIDE FOR SMALL BUSINESS<br>BRAND: WORK TOOLS<br>MODEL: SRP<br>5/1/12                                                                                                                 | 1.000        | EACH | 55.00%     | N/A        |
| LINE# | DESCRIPTION/MFGR/BRAND                                                                                                                                                                                                                                                                                                                                                          | EST QUANTITY | UNIT | % DISCOUNT | UNIT PRICE |
| 00046 | COMM CODE: 630-57-067381<br>[PAINT, PROTECTIVE COATINGS, VARNISH,...]<br><br>ITEM DESCRIPTION:<br>PAINT,FINISHES,SOLVENTS: BENJAMIN MOORE<br>CENTRAL REGION<br>(ALL COLORS AND CONTAINER SIZES)<br>SET ASIDE FOR SMALL BUSINESS<br>BRAND: BENJAMIN MOORE<br>MODEL: SRP<br>4/16/12                                                                                               | 1.000        | EACH | 46.00%     | N/A        |
| LINE# | DESCRIPTION/MFGR/BRAND                                                                                                                                                                                                                                                                                                                                                          | EST QUANTITY | UNIT | % DISCOUNT | UNIT PRICE |
| 00051 | COMM CODE: 630-57-067401<br>[PAINT, PROTECTIVE COATINGS, VARNISH,...]<br><br>ITEM DESCRIPTION:<br>PAINT,FINISHES,SOLVENTS: FULLER O'BRIEN<br>CENTRAL REGION<br>(ALL COLORS AND CONTAINER SIZES)<br>SET ASIDE FOR SMALL BUSINESS<br>*****<br>NOTE: TRAFFIC LINE PAINT & AUTOMOTIVE<br>PAINT ARE EXCLUDED FROM THIS RFP.<br>*****<br>BRAND: FULLER OBRIEN<br>MODEL: SRP<br>5/1/12 | 1.000        | EACH | 25.00%     | N/A        |
| LINE# | DESCRIPTION/MFGR/BRAND                                                                                                                                                                                                                                                                                                                                                          | EST QUANTITY | UNIT | % DISCOUNT | UNIT PRICE |
| 00053 | COMM CODE: 630-57-067384<br>[PAINT, PROTECTIVE COATINGS, VARNISH,...]<br><br>ITEM DESCRIPTION:<br>PAINT,FINISHES,SOLVENTS: MINWAX<br>CENTRAL REGION<br>(ALL COLORS AND CONTAINER SIZES)<br>SET ASIDE FOR SMALL BUSINESS<br>BRAND: MINWAX<br>MODEL: SRP<br>5/3/12                                                                                                                | 1.000        | EACH | 40.00%     | N/A        |
| LINE# | DESCRIPTION/MFGR/BRAND                                                                                                                                                                                                                                                                                                                                                          | EST QUANTITY | UNIT | % DISCOUNT | UNIT PRICE |
| 00074 | COMM CODE: 145-45-034820<br>[BRUSHES (SEE CLASS 485 FOR JANITORIAL...)]<br><br>ITEM DESCRIPTION:<br>BRUSHES AND ROLLERS,PAINT: WOOSTER<br>CENTRAL REGION                                                                                                                                                                                                                        | 1.000        | EACH | 60.00%     | N/A        |

| LINE# | DESCRIPTION/MFGR/BRAND                                                                                                                                                                                                                                                                                                                                                            | EST QUANTITY | UNIT | % DISCOUNT | UNIT PRICE |
|-------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|------|------------|------------|
|       | (ALL SIZES AND TYPES)<br>SET ASIDE FOR SMALL BUSINESS<br>BRAND: WOOSTER<br>MODEL: SRP<br>5/8/12                                                                                                                                                                                                                                                                                   |              |      |            |            |
| 00075 | COMM CODE: 145-45-034821<br>[BRUSHES (SEE CLASS 485 FOR JANITORIAL...)]<br><br>ITEM DESCRIPTION:<br>BRUSHES AND ROLLERS, PAINT: WORK TOOLS<br>CENTRAL REGION<br>(ALL SIZES AND TYPES)<br>SET ASIDE FOR SMALL BUSINESS<br>BRAND: WORK TOOLS<br>MODEL: SRP<br>5/1/12                                                                                                                | 1.000        | EACH | 55.00%     | N/A        |
| 00091 | COMM CODE: 630-57-067403<br>[PAINT, PROTECTIVE COATINGS, VARNISH,...]<br><br>ITEM DESCRIPTION:<br>PAINT, FINISHES, SOLVENTS: BENJAMIN MOORE<br>SOUTH REGION<br>(ALL COLORS AND CONTAINER SIZES)<br>SET ASIDE FOR SMALL BUSINESS<br>*****<br>NOTE: TRAFFIC LINE PAINT & AUTOMOTIVE<br>PAINT ARE EXCLUDED FROM THIS RFP.<br>*****<br>BRAND: BENJAMIN MOORE<br>MODEL: SRP<br>4/16/12 | 1.000        | EACH | 46.00%     | N/A        |
| 00096 | COMM CODE: 630-57-067404<br>[PAINT, PROTECTIVE COATINGS, VARNISH,...]<br><br>ITEM DESCRIPTION:<br>PAINT, FINISHES, SOLVENTS: FULLER O'BRIEN<br>SOUTH REGION<br>(ALL COLORS AND CONTAINER SIZES)<br>*****<br>NOTE: TRAFFIC LINE PAINT & AUTOMOTIVE<br>PAINT ARE EXCLUDED FROM THIS RFP.<br>*****<br>BRAND: FULLER O'BRIEN<br>MODEL: SRP<br>5/1/12                                  | 1.000        | EACH | 25.00%     | N/A        |
| 00098 | COMM CODE: 630-57-067392<br>[PAINT, PROTECTIVE COATINGS, VARNISH,...]<br><br>ITEM DESCRIPTION:<br>PAINT, FINISHES, SOLVENTS: MINWAX<br>SOUTH REGION<br>(ALL COLORS AND CONTAINER SIZES)<br>*****<br>NOTE: TRAFFIC LINE PAINT & AUTOMOTIVE<br>PAINT ARE EXCLUDED FROM THIS RFP.<br>*****<br>BRAND: MINWAX                                                                          | 1.000        | EACH | 40.00%     | N/A        |

| LINE#                              | DESCRIPTION/MFGR/BRAND                                                                                                                                                                                                                                                                                                                                                                 | EST QUANTITY                  | UNIT | % DISCOUNT | UNIT PRICE |
|------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------|------|------------|------------|
| 00099                              | MODEL: SRP<br>5/3/12<br>COMM CODE: 630-57-067405<br>[PAINT, PROTECTIVE COATINGS, VARNISH,...]<br><br>ITEM DESCRIPTION:<br>PAINT,FINISHES,SOLVENTS: MURALO<br>SOUTH REGION<br>(ALL COLORS AND CONTAINER SIZES)<br>SET ASIDE FOR SMALL BUSINESS<br>*****<br>NOTE: TRAFFIC LINE PAINT & AUTOMOTIVE<br>PAINT ARE EXCLUDED FROM THIS RFP.<br>*****<br>BRAND: MURALO<br>MODEL: SRP<br>4/1/12 | 1.000                         | EACH | 40.00%     | N/A        |
| 00101                              | COMM CODE: 630-57-067394<br>[PAINT, PROTECTIVE COATINGS, VARNISH,...]<br><br>ITEM DESCRIPTION:<br>PAINT,FINISHES,SOLVENTS: RUSTOLEUM<br>SOUTH REGION<br>(ALL COLORS AND CONTAINER SIZES)<br>SET ASIDE FOR SMALL BUSINESS<br>*****<br>NOTE: TRAFFIC LINE PAINT & AUTOMOTIVE<br>PAINT ARE EXCLUDED FROM THIS RFP.<br>*****<br>BRAND: RUSTOLEUM<br>MODEL: SRP<br>5/10/12                  | 1.000                         | EACH | 40.00%     | N/A        |
| 00103                              | COMM CODE: 630-57-067395<br>[PAINT, PROTECTIVE COATINGS, VARNISH,...]<br><br>ITEM DESCRIPTION:<br>PAINT,FINISHES,SOLVENTS: ZINSSER<br>SOUTH REGION<br>(ALL COLORS AND CONTAINER SIZES)<br>SET ASIDE FOR SMALL BUSINESS<br>*****<br>NOTE: TRAFFIC LINE PAINT & AUTOMOTIVE<br>PAINT ARE EXCLUDED FROM THIS RFP.<br>*****<br>BRAND: ZINSSER<br>MODEL: SRP<br>5/10/12                      | 1.000                         | EACH | 40.00%     | N/A        |
| 00115                              | COMM CODE: 145-45-034823<br>[BRUSHES (SEE CLASS 485 FOR JANITORIAL...)]<br><br>ITEM DESCRIPTION:<br>BRUSHES AND ROLLERS,PAINT:ELDER & JENKS<br>SOUTH REGION<br>(ALL SIZES AND TYPES)<br>SET ASIDE FOR SMALL BUSINESS<br>BRAND: ELDER&JENKS<br>MODEL: SRP<br>P/L DATED 2/15/11                                                                                                          | 1.000                         | EACH | 60.00%     | N/A        |
| <b>Vendor: MORTON PAINT CENTER</b> |                                                                                                                                                                                                                                                                                                                                                                                        | <b>Contract Number: 82237</b> |      |            |            |

NA

| LINE#                           | DESCRIPTION/MFGR/BRAND                                                                                                                                                                                                                                                                | EST QUANTITY                  | UNIT | % DISCOUNT | UNIT PRICE |
|---------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------|------|------------|------------|
| 00066                           | COMM CODE: 630-57-067385<br>[PAINT, PROTECTIVE COATINGS, VARNISH,...]<br><br>ITEM DESCRIPTION:<br>PAINT,FINISHES,SOLVENTS: PITTSBURGH<br>CENTRAL REGION<br>(ALL COLORS AND CONTAINER SIZES)<br>BRAND: PITTSBURGH<br>1/23/12 DEALER LIST #001                                          | 1.000                         | EACH | 52.00%     | N/A        |
| 00081                           | COMM CODE: 145-45-034816<br>[BRUSHES (SEE CLASS 485 FOR JANITORIAL...)]<br><br>ITEM DESCRIPTION:<br>BRUSHES AND ROLLERS,PAINT: PITTSBURGH<br>CENTRAL REGION<br>(ALL SIZES AND TYPES)<br>BRAND: PITTSBURGH<br>MODEL: PAINT SUNDRY SUPPLIE<br>#620 1/23/12                              | 1.000                         | EACH | 35.00%     | N/A        |
| 00125                           | COMM CODE: 145-45-034828<br>[BRUSHES (SEE CLASS 485 FOR JANITORIAL...)]<br><br>ITEM DESCRIPTION:<br>BRUSHES AND ROLLERS,PAINT: PITTSBURGH<br>SOUTH ZONE<br>(ALL SIZES AND TYPES)<br>BRAND: PITTSBURGH<br>1/23/12 PAINT SUNDRY SUPPLIES #620                                           | 1.000                         | EACH | 35.00%     | N/A        |
| <b>Vendor: N SIPERSTEIN INC</b> |                                                                                                                                                                                                                                                                                       | <b>Contract Number: 82225</b> |      |            |            |
| LINE#                           | DESCRIPTION/MFGR/BRAND                                                                                                                                                                                                                                                                | EST QUANTITY                  | UNIT | % DISCOUNT | UNIT PRICE |
| 00012                           | COMM CODE: 630-47-025972<br>[PAINT, PROTECTIVE COATINGS, VARNISH,...]<br><br>ITEM DESCRIPTION:<br>PAINT,FINISHES,SOLVENTS: SIPERSTEIN<br>NORTH REGION<br>(ALL COLORS AND CONTAINER SIZES)<br>SET ASIDE FOR SMALL BUSINESS<br>BRAND: SIPERSTEINS<br>MODEL: SRP P/L<br>P/L DATED 5/1/12 | 1.000                         | EACH | 22.00%     | N/A        |
| LINE#                           | DESCRIPTION/MFGR/BRAND                                                                                                                                                                                                                                                                | EST QUANTITY                  | UNIT | % DISCOUNT | UNIT PRICE |
| 00028                           | COMM CODE: 145-45-034809<br>[BRUSHES (SEE CLASS 485 FOR JANITORIAL...)]<br><br>ITEM DESCRIPTION:<br>BRUSHES AND ROLLERS,PAINT: SIPERSTEIN<br>NORTH REGION<br>(ALL SIZES AND TYPES)<br>SET ASIDE FOR SMALL BUSINESS<br>BRAND: SIPERSTEIN<br>MODEL: SRP<br>5/1/12 SIPERSTEIN'S SRP LIST | 1.000                         | EACH | 22.00%     | N/A        |
| LINE#                           | DESCRIPTION/MFGR/BRAND                                                                                                                                                                                                                                                                | EST QUANTITY                  | UNIT | % DISCOUNT | UNIT PRICE |
| 00057                           | COMM CODE: 630-47-034781<br>[PAINT, PROTECTIVE COATINGS, VARNISH,...]                                                                                                                                                                                                                 | 1.000                         | EACH | 22.00%     | N/A        |

|                                       | ITEM DESCRIPTION:<br>PAINT,FINISHES,SOLVENTS: SIPERSTEIN<br>CENTRAL REGION<br>(ALL COLORS AND CONTAINER SIZES)<br>SET ASIDE FOR SMALL BUSINESS<br>BRAND: SIPERSTEIN<br>MODEL: SRP<br>5/1/12 SIPERSTEIN'S SRP LIST                                                                                                                                                              |                               |      |            |            |
|---------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------|------|------------|------------|
| LINE#                                 | DESCRIPTION/MFGR/BRAND                                                                                                                                                                                                                                                                                                                                                         | EST QUANTITY                  | UNIT | % DISCOUNT | UNIT PRICE |
| 00073                                 | COMM CODE: 145-45-034819<br>[BRUSHES (SEE CLASS 485 FOR JANITORIAL...)]<br><br>ITEM DESCRIPTION:<br>BRUSHES AND ROLLERS,PAINT: SIPERSTEIN<br>CENTRAL REGION<br>(ALL SIZES AND TYPES)<br>SET ASIDE FOR SMALL BUSINESS<br>BRAND: SIPERSTEIN<br>5/1/12 SIPERSTEIN'S SRP LIST                                                                                                      | 1.000                         | EACH | 22.00%     | N/A        |
| LINE#                                 | DESCRIPTION/MFGR/BRAND                                                                                                                                                                                                                                                                                                                                                         | EST QUANTITY                  | UNIT | % DISCOUNT | UNIT PRICE |
| 00102                                 | COMM CODE: 630-47-034802<br>[PAINT, PROTECTIVE COATINGS, VARNISH,...]<br><br>ITEM DESCRIPTION:<br>PAINT,FINISHES,SOLVENTS: SIPERSTEIN<br>SOUTH REGION<br>(ALL COLORS AND CONTAINER SIZES)<br>SET ASIDE FOR SMALL BUSINESS<br>BRAND: SIPERSTEIN<br>5/1/12 SIPERSTEIN'S SRP LIST                                                                                                 | 1.000                         | EACH | 22.00%     | N/A        |
| LINE#                                 | DESCRIPTION/MFGR/BRAND                                                                                                                                                                                                                                                                                                                                                         | EST QUANTITY                  | UNIT | % DISCOUNT | UNIT PRICE |
| 00118                                 | COMM CODE: 145-45-034831<br>[BRUSHES (SEE CLASS 485 FOR JANITORIAL...)]<br><br>ITEM DESCRIPTION:<br>BRUSHES AND ROLLERS,PAINT: SIPERSTEIN<br>SOUTH REGION<br>(ALL SIZES AND TYPES)<br>SET ASIDE FOR SMALL BUSINESS<br>BRAND: SIPERSTEIN<br>5/1/12 SIPERSTEIN'S SRP LIST                                                                                                        | 1.000                         | EACH | 22.00%     | N/A        |
| <b>Vendor: RICCIARDI BROTHERS INC</b> |                                                                                                                                                                                                                                                                                                                                                                                | <b>Contract Number: 82224</b> |      |            |            |
| LINE#                                 | DESCRIPTION/MFGR/BRAND                                                                                                                                                                                                                                                                                                                                                         | EST QUANTITY                  | UNIT | % DISCOUNT | UNIT PRICE |
| 00003                                 | COMM CODE: 630-57-067373<br>[PAINT, PROTECTIVE COATINGS, VARNISH,...]<br><br>ITEM DESCRIPTION:<br>PAINT,FINISHES,SOLVENTS: CABOT<br>NORTH REGION<br>(ALL COLORS AND CONTAINER SIZES)<br>SET ASIDE FOR SMALL BUSINESS<br>*****<br>NOTE: TRAFFIC LINE PAINT & AUTOMOTIVE<br>PAINT ARE EXCLUDED FROM THIS RFP.<br>*****<br>BRAND: CABOT<br>MODEL: CABOT SRP<br>11/1/11 PRICE LIST | 1.000                         | EACH | 21.00%     | N/A        |
| LINE#                                 | DESCRIPTION/MFGR/BRAND                                                                                                                                                                                                                                                                                                                                                         | EST QUANTITY                  | UNIT | % DISCOUNT | UNIT PRICE |
| 00004                                 | COMM CODE: 630-57-067397<br>[PAINT, PROTECTIVE COATINGS, VARNISH,...]                                                                                                                                                                                                                                                                                                          | 1.000                         | EACH | 45.00%     | N/A        |

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|       | ITEM DESCRIPTION:<br>PAINT,FINISHES,SOLVENTS:CORONADO PAINTS<br>NORTH REGION<br>(ALL COLORS AND CONTAINER SIZES)<br>SET ASIDE FOR SMALL BUSINESS<br>*****<br>NOTE: TRAFFIC LINE PAINT & AUTOMOTIVE<br>PAINT ARE EXCLUDED FROM THIS RFP.<br>*****<br>BRAND: CORONADO PAINTS<br>MODEL: SRP OTC<br>6/18/12 PRICE LIST                                                                                                   |              |      |            |            |
|-------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|------|------------|------------|
| LINE# | DESCRIPTION/MFGR/BRAND                                                                                                                                                                                                                                                                                                                                                                                               | EST QUANTITY | UNIT | % DISCOUNT | UNIT PRICE |
| 00007 | COMM CODE: 630-57-067374<br>[PAINT, PROTECTIVE COATINGS, VARNISH,...]<br><br>ITEM DESCRIPTION:<br>PAINT,FINISHES,SOLVENTS:GENERAL COATINGS<br>NORTH REGION<br>(ALL COLORS AND CONTAINER SIZES)<br>SET ASIDE FOR SMALL BUSINESS<br>*****<br>NOTE: TRAFFIC LINE PAINT & AUTOMOTIVE<br>PAINT ARE EXCLUDED FROM THIS RFP.<br>*****<br>BRAND: GENERAL COATINGS<br>5/13/11 DEALER PRICE SCHEDULE                           | 1.000        | EACH | 25.00%     | N/A        |
| LINE# | DESCRIPTION/MFGR/BRAND                                                                                                                                                                                                                                                                                                                                                                                               | EST QUANTITY | UNIT | % DISCOUNT | UNIT PRICE |
| 00009 | COMM CODE: 630-57-067399<br>[PAINT, PROTECTIVE COATINGS, VARNISH,...]<br><br>ITEM DESCRIPTION:<br>PAINT,FINISHES,SOLVENTS: MURALO<br>NORTH REGION<br>(ALL COLORS AND CONTAINER SIZES)<br>SET ASIDE FOR SMALL BUSINESS<br>*****<br>NOTE: TRAFFIC LINE PAINT & AUTOMOTIVE<br>PAINT ARE EXCLUDED FROM THIS RFP.<br>*****<br>BRAND: MURALO<br>4/1/12 PAINT PRODUCTS & SUNDRIES                                           | 1.000        | EACH | 45.00%     | N/A        |
| LINE# | DESCRIPTION/MFGR/BRAND                                                                                                                                                                                                                                                                                                                                                                                               | EST QUANTITY | UNIT | % DISCOUNT | UNIT PRICE |
| 00010 | COMM CODE: 630-57-067377<br>[PAINT, PROTECTIVE COATINGS, VARNISH,...]<br><br>ITEM DESCRIPTION:<br>PAINT,FINISHES,SOLVENTS: RICCIARDI BROS.<br>NORTH REGION<br>(ALL COLORS AND CONTAINER SIZES)<br>SET ASIDE FOR SMALL BUSINESS<br>*****<br>NOTE: TRAFFIC LINE PAINT & AUTOMOTIVE<br>PAINT ARE EXCLUDED FROM THIS RFP.<br>*****<br>BRAND: RICCIARDI BROS<br>5/1/12 COMMERCIAL PAINT PRODUCTS 2012<br>PRICE LIST #2000 | 1.000        | EACH | 40.00%     | N/A        |
| LINE# | DESCRIPTION/MFGR/BRAND                                                                                                                                                                                                                                                                                                                                                                                               | EST QUANTITY | UNIT | % DISCOUNT | UNIT PRICE |
| 00011 |                                                                                                                                                                                                                                                                                                                                                                                                                      | 1.000        | EACH | 25.00%     | N/A        |

|       | COMM CODE: 630-57-067378<br>[PAINT, PROTECTIVE COATINGS, VARNISH,...]<br><br>ITEM DESCRIPTION:<br>PAINT,FINISHES,SOLVENTS: RUSTOLEUM<br>NORTH REGION<br>(ALL COLORS AND CONTAINER SIZES)<br>SET ASIDE FOR SMALL BUSINESS<br>*****<br>NOTE: TRAFFIC LINE PAINT & AUTOMOTIVE<br>PAINT ARE EXCLUDED FROM THIS RFP.<br>*****<br>BRAND: RUSTOLEUM<br>1/1/12 RUSTOLEUM DEALER CBG PRICE LIST                            |              |      |            |            |
|-------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|------|------------|------------|
| LINE# | DESCRIPTION/MFGR/BRAND                                                                                                                                                                                                                                                                                                                                                                                            | EST QUANTITY | UNIT | % DISCOUNT | UNIT PRICE |
| 00013 | COMM CODE: 630-57-067379<br>[PAINT, PROTECTIVE COATINGS, VARNISH,...]<br><br>ITEM DESCRIPTION:<br>PAINT,FINISHES,SOLVENTS: ZINSSER<br>NORTH REGION<br>(ALL COLORS AND CONTAINER SIZES)<br>SET ASIDE FOR SMALL BUSINESS<br>*****<br>NOTE: TRAFFIC LINE PAINT & AUTOMOTIVE<br>PAINT ARE EXCLUDED FROM THIS RFP.<br>*****<br>BRAND: ZINSSER<br>MODEL: SPL BOUGHT BY RUSTOL<br>1/1/12 RUSTOLEUM DEALER CBG PRICE LIST | 1.000        | EACH | 25.00%     | N/A        |
| LINE# | DESCRIPTION/MFGR/BRAND                                                                                                                                                                                                                                                                                                                                                                                            | EST QUANTITY | UNIT | % DISCOUNT | UNIT PRICE |
| 00017 | COMM CODE: 630-47-025959<br>[PAINT, PROTECTIVE COATINGS, VARNISH,...]<br><br>ITEM DESCRIPTION:<br>PAINT,FINISHES,SOLVENTS: F&H<br>NORTH REGION<br>(ALL COLORS AND CONTAINER SIZES)<br>BRAND: F&H<br>MODEL: SPL<br>6/20/11 COMPLEMENTARY COATING CORP                                                                                                                                                              | 1.000        | EACH | 50.00%     | N/A        |
| LINE# | DESCRIPTION/MFGR/BRAND                                                                                                                                                                                                                                                                                                                                                                                            | EST QUANTITY | UNIT | % DISCOUNT | UNIT PRICE |
| 00018 | COMM CODE: 630-47-025961<br>[PAINT, PROTECTIVE COATINGS, VARNISH,...]<br><br>ITEM DESCRIPTION:<br>PAINT,FINISHES,SOLVENTS: GLIDDEN<br>NORTH REGION<br>(ALL COLORS AND CONTAINER SIZES)<br>BRAND: GLIDDEN<br>3/1/12 RETAIL PRICES                                                                                                                                                                                  | 1.000        | EACH | 50.00%     | N/A        |
| LINE# | DESCRIPTION/MFGR/BRAND                                                                                                                                                                                                                                                                                                                                                                                            | EST QUANTITY | UNIT | % DISCOUNT | UNIT PRICE |
| 00024 | COMM CODE: 145-45-026070<br>[BRUSHES (SEE CLASS 485 FOR JANITORIAL...)]<br><br>ITEM DESCRIPTION:<br>BRUSHES AND ROLLERS,PAINT: BESTT LIEBCO<br>NORTH REGION<br>(ALL SIZES AND TYPES)<br>SET ASIDE FOR SMALL BUSINESS<br>BRAND: BESTT LIEBCO<br>MODEL: PURDY & BESTT LI<br>3/1/12 CONFIDENTIAL WHITE PRICE LIST                                                                                                    | 1.000        | EACH | 15.00%     | N/A        |
| LINE# | DESCRIPTION/MFGR/BRAND                                                                                                                                                                                                                                                                                                                                                                                            |              | UNIT |            |            |

|       |                                                                                                                                                                                                                                                                                                 | EST<br>QUANTITY |      | %<br>DISCOUNT | UNIT<br>PRICE |
|-------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|------|---------------|---------------|
| 00025 | COMM CODE: 145-45-026074<br>[BRUSHES (SEE CLASS 485 FOR JANITORIAL...)]<br><br>ITEM DESCRIPTION:<br>BRUSHES AND ROLLERS,PAINT:ELDER & JENKS<br>NORTH REGION<br>(ALL SIZES AND TYPES)<br>SET ASIDE FOR SMALL BUSINESS<br>BRAND: ELDER & JENKS<br>MODEL: SRP<br>2/15/11                           | 1.000           | EACH | 61.00%        | N/A           |
| LINE# | DESCRIPTION/MFGR/BRAND                                                                                                                                                                                                                                                                          | EST<br>QUANTITY | UNIT | %<br>DISCOUNT | UNIT<br>PRICE |
| 00026 | COMM CODE: 145-45-034808<br>[BRUSHES (SEE CLASS 485 FOR JANITORIAL...)]<br><br>ITEM DESCRIPTION:<br>BRUSHES AND ROLLERS,PAINT: PURDY<br>NORTH REGION<br>(ALL SIZES AND TYPES)<br>SET ASIDE FOR SMALL BUSINESS<br>BRAND: PURDY<br>MODEL: SAME PRICE LIST<br>3/1/12 CONFIDENTIAL WHITE PRICE LIST | 1.000           | EACH | 10.00%        | N/A           |
| LINE# | DESCRIPTION/MFGR/BRAND                                                                                                                                                                                                                                                                          | EST<br>QUANTITY | UNIT | %<br>DISCOUNT | UNIT<br>PRICE |
| 00027 | COMM CODE: 145-45-059195<br>[BRUSHES (SEE CLASS 485 FOR JANITORIAL...)]<br><br>ITEM DESCRIPTION:<br>BRUSHES & ROLLERS, PAINT: RICCIARDI BROS<br>NORTH REGION<br>(ALL SIZES AND TYPES)<br>SET ASIDE FOR SMALL BUSINESS<br>BRAND: RICCIARDI BROS<br>5/1/12 COMMERCIAL PAINT PRODUCTS #2000        | 1.000           | EA   | 40.00%        | N/A           |
| LINE# | DESCRIPTION/MFGR/BRAND                                                                                                                                                                                                                                                                          | EST<br>QUANTITY | UNIT | %<br>DISCOUNT | UNIT<br>PRICE |
| 00038 | COMM CODE: 832-52-026123<br>[TAPE (NOT DATA PROCESSING, MEASURING,...)]<br><br>ITEM DESCRIPTION:<br>TOOLS,SPEC.HAND & DROP CLOTHS: TRIMACO<br>(ALL TYPES AND SIZES) - NORTH REGION<br>SET ASIDE FOR SMALL BUSINESS<br>BRAND: TRIMACO<br>1/1/12 TRIMACO 2012 PRICE LIST                          | 1.000           | EACH | 5.00%         | N/A           |
| LINE# | DESCRIPTION/MFGR/BRAND                                                                                                                                                                                                                                                                          | EST<br>QUANTITY | UNIT | %<br>DISCOUNT | UNIT<br>PRICE |
| 00039 | COMM CODE: 635-45-034837<br>[PAINTING EQUIPMENT AND ACCESSORIES]<br><br>ITEM DESCRIPTION:<br>TOOLS,SPEC.HAND & DROP CLOTHS: GRACO<br>NORTH REGION<br>(ALL TYPES AND SIZES)<br>SET ASIDE FOR SMALL BUSINESS<br>BRAND: GRACO<br>1/2/12 2012 PRICE BOOK                                            | 1.000           | EACH | 25.00%        | N/A           |
| LINE# | DESCRIPTION/MFGR/BRAND                                                                                                                                                                                                                                                                          | EST<br>QUANTITY | UNIT | %<br>DISCOUNT | UNIT<br>PRICE |
| 00040 | COMM CODE: 635-45-026159<br>[PAINTING EQUIPMENT AND ACCESSORIES]                                                                                                                                                                                                                                | 1.000           | EACH | 52.00%        | N/A           |

| LINE# | DESCRIPTION/MFGR/BRAND                                                                                                                                                                                                                                                                                                                                                           | EST QUANTITY | UNIT | % DISCOUNT | UNIT PRICE |
|-------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|------|------------|------------|
|       | ITEM DESCRIPTION:<br>TOOLS,SPEC.HAND & DROP CLOTHS: HYDE<br>NORTH REGION<br>(ALL TYPES AND SIZES)<br>SET ASIDE FOR SMALL BUSINESS<br>BRAND: HYDE<br>1/1/12 WHOLESALE BUYERS GUIDE                                                                                                                                                                                                |              |      |            |            |
| 00041 | COMM CODE: 635-45-026158<br>[PAINTING EQUIPMENT AND ACCESSORIES]<br><br>ITEM DESCRIPTION:<br>TOOLS,SPEC.HAND/DROP CLOTHS: WARNER<br>TOOL<br>NORTH REGION<br>(ALL TYPES AND SIZES)<br>SET ASIDE FOR SMALL BUSINESS<br>BRAND: WARNER TOOL<br>AUGUST 2011 RETAIL PL                                                                                                                 | 1.000        | EACH | 61.00%     | N/A        |
|       | ITEM DESCRIPTION:<br>TOOLS,SPEC.HAND/DROP CLOTHS: WARNER<br>TOOL<br>NORTH REGION<br>(ALL TYPES AND SIZES)<br>SET ASIDE FOR SMALL BUSINESS<br>BRAND: WARNER TOOL<br>AUGUST 2011 RETAIL PL                                                                                                                                                                                         |              |      |            |            |
| LINE# | DESCRIPTION/MFGR/BRAND                                                                                                                                                                                                                                                                                                                                                           | EST QUANTITY | UNIT | % DISCOUNT | UNIT PRICE |
| 00048 | COMM CODE: 630-57-067382<br>[PAINT, PROTECTIVE COATINGS, VARNISH,...]<br><br>ITEM DESCRIPTION:<br>PAINT,FINISHES,SOLVENTS: CABOT<br>CENTRAL REGION<br>(ALL COLORS AND CONTAINER SIZES)<br>SET ASIDE FOR SMALL BUSINESS<br>BRAND: CABOT<br>MODEL: CABOT SRP<br>11/1/11                                                                                                            | 1.000        | EACH | 21.00%     | N/A        |
|       | ITEM DESCRIPTION:<br>PAINT,FINISHES,SOLVENTS: CABOT<br>CENTRAL REGION<br>(ALL COLORS AND CONTAINER SIZES)<br>SET ASIDE FOR SMALL BUSINESS<br>BRAND: CABOT<br>MODEL: CABOT SRP<br>11/1/11                                                                                                                                                                                         |              |      |            |            |
| LINE# | DESCRIPTION/MFGR/BRAND                                                                                                                                                                                                                                                                                                                                                           | EST QUANTITY | UNIT | % DISCOUNT | UNIT PRICE |
| 00049 | COMM CODE: 630-57-067400,<br>[PAINT, PROTECTIVE COATINGS, VARNISH,...]<br><br>ITEM DESCRIPTION:<br>PAINT,FINISHES,SOLVENTS:CORONADO PAINTS<br>CENTRAL REGION<br>(ALL COLORS AND CONTAINER SIZES)<br>SET ASIDE FOR SMALL BUSINESS<br>*****<br>NOTE: TRAFFIC LINE PAINT & AUTOMOTIVE<br>PAINT ARE EXCLUDED FROM THIS RFP.<br>*****<br>BRAND: CORONADO PAINTS<br>5/18/12 DEALER NET | 1.000        | EACH | 45.00%     | N/A        |
|       | ITEM DESCRIPTION:<br>PAINT,FINISHES,SOLVENTS:CORONADO PAINTS<br>CENTRAL REGION<br>(ALL COLORS AND CONTAINER SIZES)<br>SET ASIDE FOR SMALL BUSINESS<br>*****<br>NOTE: TRAFFIC LINE PAINT & AUTOMOTIVE<br>PAINT ARE EXCLUDED FROM THIS RFP.<br>*****<br>BRAND: CORONADO PAINTS<br>5/18/12 DEALER NET                                                                               |              |      |            |            |
| LINE# | DESCRIPTION/MFGR/BRAND                                                                                                                                                                                                                                                                                                                                                           | EST QUANTITY | UNIT | % DISCOUNT | UNIT PRICE |
| 00052 | COMM CODE: 630-57-067383<br>[PAINT, PROTECTIVE COATINGS, VARNISH,...]<br><br>ITEM DESCRIPTION:<br>PAINT,FINISHES,SOLVENTS:GENERAL COATINGS<br>CENTRAL REGION<br>(ALL COLORS AND CONTAINER SIZES)<br>SET ASIDE FOR SMALL BUSINESS<br>BRAND: GENERAL COATINGS<br>5/13/11 DEALER PRICE SCHEDULE                                                                                     | 1.000        | EACH | 25.00%     | N/A        |
|       | ITEM DESCRIPTION:<br>PAINT,FINISHES,SOLVENTS:GENERAL COATINGS<br>CENTRAL REGION<br>(ALL COLORS AND CONTAINER SIZES)<br>SET ASIDE FOR SMALL BUSINESS<br>BRAND: GENERAL COATINGS<br>5/13/11 DEALER PRICE SCHEDULE                                                                                                                                                                  |              |      |            |            |
| LINE# | DESCRIPTION/MFGR/BRAND                                                                                                                                                                                                                                                                                                                                                           | EST QUANTITY | UNIT | % DISCOUNT | UNIT PRICE |
| 00054 | COMM CODE: 630-57-067402<br>[PAINT, PROTECTIVE COATINGS, VARNISH,...]<br><br>ITEM DESCRIPTION:                                                                                                                                                                                                                                                                                   | 1.000        | EACH | 45.00%     | N/A        |
|       | ITEM DESCRIPTION:                                                                                                                                                                                                                                                                                                                                                                |              |      |            |            |

|       | PAINT,FINISHES,SOLVENTS: MURALO<br>CENTRAL REGION<br>(ALL COLORS AND CONTAINER SIZES)<br>SET ASIDE FOR SMALL BUSINESS<br>*****<br>NOTE: TRAFFIC LINE PAINT & AUTOMOTIVE<br>PAINT ARE EXCLUDED FROM THIS RFP.<br>*****<br>BRAND: MURALO<br>4/1/12 PAINT PRODUCTS & SUN DRIES RETA                                      |              |      |            |            |
|-------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|------|------------|------------|
| LINE# | DESCRIPTION/MFGR/BRAND                                                                                                                                                                                                                                                                                                | EST QUANTITY | UNIT | % DISCOUNT | UNIT PRICE |
| 00055 | COMM CODE: 630-57-067386<br>[PAINT, PROTECTIVE COATINGS, VARNISH,...]<br><br>ITEM DESCRIPTION:<br>PAINT,FINISHES,SOLVENTS: RICCIARDI BROS.<br>CENTRAL REGION<br>(ALL COLORS AND CONTAINER SIZES)<br>SET ASIDE FOR SMALL BUSINESS<br>BRAND: RICCIARDI BROS<br>MODEL: #2000 2012 PL<br>5/1/12 COMMERCIAL PAINT PRODUCTS | 1.000        | EACH | 40.00%     | N/A        |
| LINE# | DESCRIPTION/MFGR/BRAND                                                                                                                                                                                                                                                                                                | EST QUANTITY | UNIT | % DISCOUNT | UNIT PRICE |
| 00056 | COMM CODE: 630-57-067387<br>[PAINT, PROTECTIVE COATINGS, VARNISH,...]<br><br>ITEM DESCRIPTION:<br>PAINT,FINISHES,SOLVENTS: RUSTOLEUM<br>CENTRAL REGION<br>(ALL COLORS AND CONTAINER SIZES)<br>SET ASIDE FOR SMALL BUSINESS<br>BRAND: RUSTOLEUM<br>MODEL: DEALER CBG PL<br>1/1/12 RUSTOLEUM                            | 1.000        | EACH | 25.00%     | N/A        |
| LINE# | DESCRIPTION/MFGR/BRAND                                                                                                                                                                                                                                                                                                | EST QUANTITY | UNIT | % DISCOUNT | UNIT PRICE |
| 00058 | COMM CODE: 630-57-067388<br>[PAINT, PROTECTIVE COATINGS, VARNISH,...]<br><br>ITEM DESCRIPTION:<br>PAINT,FINISHES,SOLVENTS: ZINSSER<br>CENTRAL REGION<br>(ALL COLORS AND CONTAINER SIZES)<br>SET ASIDE FOR SMALL BUSINESS<br>BRAND: ZINSSER<br>MODEL: DEALER CBG PL<br>1/1/12 RUSTOLEUM                                | 1.000        | EACH | 25.00%     | N/A        |
| LINE# | DESCRIPTION/MFGR/BRAND                                                                                                                                                                                                                                                                                                | EST QUANTITY | UNIT | % DISCOUNT | UNIT PRICE |
| 00062 | COMM CODE: 630-47-034770<br>[PAINT, PROTECTIVE COATINGS, VARNISH,...]<br><br>ITEM DESCRIPTION:<br>PAINT,FINISHES,SOLVENTS: F&H<br>CENTRAL REGION<br>(ALL COLORS AND CONTAINER SIZES)<br>BRAND: F&H<br>MODEL: SPL<br>6/20/11 COMPLEMENTARY COATING CORP                                                                | 1.000        | EACH | 50.00%     | N/A        |
| LINE# | DESCRIPTION/MFGR/BRAND                                                                                                                                                                                                                                                                                                | EST QUANTITY | UNIT | % DISCOUNT | UNIT PRICE |
| 00063 | COMM CODE: 630-47-034773<br>[PAINT, PROTECTIVE COATINGS, VARNISH,...]<br><br>ITEM DESCRIPTION:                                                                                                                                                                                                                        | 1.000        | EACH | 50.00%     | N/A        |

| LINE# | DESCRIPTION/MFGR/BRAND                                                                                                                                                                                                                                                                                                                                                                                                                    | EST QUANTITY | UNIT | % DISCOUNT | UNIT PRICE |
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| 00069 | PAINT, FINISHES, SOLVENTS: GLIDDEN<br>CENTRAL REGION<br>(ALL COLORS AND CONTAINER SIZES)<br>BRAND: GLIDDEN<br>MODEL: SRP<br>3/1/12<br>COMM CODE: 145-45-034810<br>[BRUSHES (SEE CLASS 485 FOR JANITORIAL...)]<br>ITEM DESCRIPTION:<br>BRUSHES AND ROLLERS, PAINT: BESTT LIEBCO<br>CENTRAL REGION<br>(ALL SIZES AND TYPES)<br>SET ASIDE FOR SMALL BUSINESS<br>BRAND: BESTT LIEBCO<br>MODEL: PURDY & BESTT LIEBCO<br>3/1/12 CONFIDENTIAL PL | 1.000        | EACH | 15.00%     | N/A        |
| 00070 | COMM CODE: 145-45-034811<br>[BRUSHES (SEE CLASS 485 FOR JANITORIAL...)]<br>ITEM DESCRIPTION:<br>BRUSHES AND ROLLERS, PAINT: ELDER & JENKS<br>CENTRAL REGION<br>(ALL SIZES AND TYPES)<br>SET ASIDE FOR SMALL BUSINESS<br>BRAND: ELDER & JENKS<br>MODEL: SRP<br>2/15/11                                                                                                                                                                     | 1.000        | EACH | 61.00%     | N/A        |
| 00071 | COMM CODE: 145-45-034817<br>[BRUSHES (SEE CLASS 485 FOR JANITORIAL...)]<br>ITEM DESCRIPTION:<br>BRUSHES AND ROLLERS, PAINT: PURDY<br>CENTRAL REGION<br>(ALL SIZES AND TYPES)<br>SET ASIDE FOR SMALL BUSINESS<br>BRAND: PURDY<br>MODEL: PURDY & BESTT LIEBCO<br>3/1/12 CONFIDENTIAL WHITE PL                                                                                                                                               | 1.000        | EACH | 10.00%     | N/A        |
| 00072 | COMM CODE: 145-45-059196<br>[BRUSHES (SEE CLASS 485 FOR JANITORIAL...)]<br>ITEM DESCRIPTION:<br>BRUSHES & ROLLERS, PAINT: RICCIARDI BROS<br>CENTRAL REGION<br>(ALL SIZES AND TYPES)<br>SET ASIDE FOR SMALL BUSINESS<br>BRAND: RICCIARDI BROS<br>MODEL: #2000/2012 PL<br>5/1/12 COMMERCIAL PAINT PRODUCTS                                                                                                                                  | 1.000        | EACH | 40.00%     | N/A        |
| 00083 | COMM CODE: 832-52-034840<br>[TAPE (NOT DATA PROCESSING, MEASURING,...)]<br>ITEM DESCRIPTION:<br>TOOLS, SPEC. HAND & DROP CLOTHS: TRIMACO<br>(ALL TYPES AND SIZES) CENTRAL REGION<br>SET ASIDE FOR SMALL BUSINESS                                                                                                                                                                                                                          | 1.000        | EACH | 5.00%      | N/A        |

| LINE# | DESCRIPTION/MFGR/BRAND                                                                                                                                                                                                                                                                                                                                                                     | EST QUANTITY | UNIT | % DISCOUNT | UNIT PRICE |
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| 00084 | BRAND: TRIMACO<br>1/1/12 TRIMACO 2012 PRICE LIST<br>COMM CODE: 635-45-034844<br>[PAINTING EQUIPMENT AND ACCESSORIES]<br><br>ITEM DESCRIPTION:<br>TOOLS,SPEC.HAND & DROP CLOTHS: GRACO<br>CENTRAL REGION<br>(ALL TYPES AND SIZES)<br>SET ASIDE FOR SMALL BUSINESS<br>BRAND: GRACO<br>1/2/12 2012 PRICE BOOK                                                                                 | 1.000        | EACH | 25.00%     | N/A        |
| 00085 | COMM CODE: 635-45-034846<br>[PAINTING EQUIPMENT AND ACCESSORIES]<br><br>ITEM DESCRIPTION:<br>TOOLS,SPEC.HAND & DROP CLOTHS: HYDE<br>(ALL SIZES AND TYPES)<br>CENTRAL REGION<br>SET ASIDE FOR SMALL BUSINESS<br>BRAND: HYDE<br>1/1/12 WHOLESALE BUYERS GUIDE                                                                                                                                | 1.000        | EACH | 52.00%     | N/A        |
| 00086 | COMM CODE: 635-45-034849<br>[PAINTING EQUIPMENT AND ACCESSORIES]<br><br>ITEM DESCRIPTION:<br>TOOLS,SPEC.HAND/DROP CLOTHS: WARNER<br>TOOL<br>(ALL SIZES AND TYPES)<br>CENTRAL REGION<br>SET ASIDE FOR SMALL BUSINESS<br>BRAND: WARNER TOOL<br>AUGUST 2011 RETAIL PRICE LIST                                                                                                                 | 1.000        | EACH | 61.00%     | N/A        |
| 00097 | COMM CODE: 630-57-067391<br>[PAINT, PROTECTIVE COATINGS, VARNISH,...]<br><br>ITEM DESCRIPTION:<br>PAINT,FINISHES,SOLVENTS:GENERAL COATINGS<br>SOUTH REGION<br>(ALL COLORS AND CONTAINER SIZES)<br>SET ASIDE FOR SMALL BUSINESS<br>*****<br>NOTE: TRAFFIC LINE PAINT & AUTOMOTIVE<br>PAINT ARE EXCLUDED FROM THIS RFP.<br>*****<br>BRAND: GENERAL COATINGS<br>5/13/11 DEALER PRICE SCHEDULE | 1.000        | EACH | 25.00%     | N/A        |
| 00100 | COMM CODE: 630-47-034799<br>[PAINT, PROTECTIVE COATINGS, VARNISH,...]<br><br>ITEM DESCRIPTION:<br>PAINT,FINISHES,SOLVENTS: RICCIARDI BROS.<br>SOUTH REGION<br>(ALL COLORS AND CONTAINER SIZES)<br>SET ASIDE FOR SMALL BUSINESS<br>BRAND: RICCIARDI BROS<br>MODEL: #2000 2012 PL<br>5/1/12 COMMERCIAL PAINT PRODUCTS                                                                        | 1.000        | EACH | 40.00%     | N/A        |

| LINE#                              | DESCRIPTION/MFGR/BRAND                                                                                                                                                                                                                                                                                                                         | EST QUANTITY                  | UNIT | % DISCOUNT | UNIT PRICE |
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| 00117                              | COMM CODE: 145-45-059197<br>[BRUSHES (SEE CLASS 485 FOR JANITORIAL...)]<br><br>ITEM DESCRIPTION:<br>BRUSHES & ROLLERS, PAINT: RICCIARDI BROS<br>SOUTH REGION<br>(ALL SIZES AND TYPES)<br>SET ASIDE FOR SMALL BUSINESS<br>BRAND: RICCIARDI BROS<br>5/1/12 #2000 COMMERCIAL PAINT PRODUCTS                                                       | 1.000                         | EACH | 40.00%     | N/A        |
| <b>Vendor:</b> SHERWIN WILLIAMS CO |                                                                                                                                                                                                                                                                                                                                                | <b>Contract Number:</b> 82236 |      |            |            |
| LINE#                              | DESCRIPTION/MFGR/BRAND                                                                                                                                                                                                                                                                                                                         | EST QUANTITY                  | UNIT | % DISCOUNT | UNIT PRICE |
| 00015                              | COMM CODE: 630-57-067380<br>[PAINT, PROTECTIVE COATINGS, VARNISH,...]<br><br>ITEM DESCRIPTION:<br>PAINT, FINISHES, SOLVENTS: DURON<br>NORTH REGION<br>(ALL COLORS AND CONTAINER SIZES)<br><br>*****<br>NOTE: TRAFFIC LINE PAINT & AUTOMOTIVE<br>PAINT ARE EXCLUDED FROM THIS RFP.<br>*****<br>BRAND: DURON<br>4/1/12 PAINT PRODUCTS PRICE LIST | 1.000                         | EACH | 33.00%     | N/A        |
| LINE#                              | DESCRIPTION/MFGR/BRAND                                                                                                                                                                                                                                                                                                                         | EST QUANTITY                  | UNIT | % DISCOUNT | UNIT PRICE |
| 00019                              | COMM CODE: 630-47-025964<br>[PAINT, PROTECTIVE COATINGS, VARNISH,...]<br><br>ITEM DESCRIPTION:<br>PAINT, FINISHES, SOLVENTS: MAB<br>NORTH REGION<br>(ALL COLORS AND CONTAINER SIZES)<br>BRAND: MAB<br>4/1/12 PAINT PRODUCTS PRICE LIST                                                                                                         | 1.000                         | EACH | 33.00%     | N/A        |
| LINE#                              | DESCRIPTION/MFGR/BRAND                                                                                                                                                                                                                                                                                                                         | EST QUANTITY                  | UNIT | % DISCOUNT | UNIT PRICE |
| 00022                              | COMM CODE: 630-47-025971<br>[PAINT, PROTECTIVE COATINGS, VARNISH,...]<br><br>ITEM DESCRIPTION:<br>PAINT, FINISHES, SOLVENTS: SHERWIN WILLIAMS<br>NORTH REGION<br>(ALL COLORS AND CONTAINER SIZES)<br>BRAND: SHERWIN WILLIAMS<br>4/1/12 PAINT PRODUCTS PRICE LIST                                                                               | 1.000                         | EACH | 33.00%     | N/A        |
| LINE#                              | DESCRIPTION/MFGR/BRAND                                                                                                                                                                                                                                                                                                                         | EST QUANTITY                  | UNIT | % DISCOUNT | UNIT PRICE |
| 00033                              | COMM CODE: 145-45-026079<br>[BRUSHES (SEE CLASS 485 FOR JANITORIAL...)]<br><br>ITEM DESCRIPTION:<br>BRUSHES AND ROLLERS, PAINT: MAB<br>NORTH REGION<br>(ALL SIZES AND TYPES)<br>BRAND: MAB<br>4/1/12 SUNDRIES PRODUCTS PRICE LIST                                                                                                              | 1.000                         | EACH | 26.00%     | N/A        |
| LINE#                              | DESCRIPTION/MFGR/BRAND                                                                                                                                                                                                                                                                                                                         | EST QUANTITY                  | UNIT | % DISCOUNT | UNIT PRICE |
| 00036                              | COMM CODE: 145-45-026081<br>[BRUSHES (SEE CLASS 485 FOR JANITORIAL...)]                                                                                                                                                                                                                                                                        | 1.000                         | EACH | 26.00%     | N/A        |

\*

|              |                                                                                                                                                                                                                                                                         |                     |             |                   |                   |
|--------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------|-------------|-------------------|-------------------|
|              | ITEM DESCRIPTION:<br>BRUSHES AND ROLLERS,PAINT - DURON<br>NORTH REGION<br>(ALL SIZES AND TYPES)<br>BRAND: DURON<br>4/1/12 SUNDRIES PRODUCTS PRICE LIST                                                                                                                  |                     |             |                   |                   |
| <b>LINE#</b> | <b>DESCRIPTION/MFGR/BRAND</b>                                                                                                                                                                                                                                           | <b>EST QUANTITY</b> | <b>UNIT</b> | <b>% DISCOUNT</b> | <b>UNIT PRICE</b> |
| 00037        | COMM CODE: 145-45-026082<br>[BRUSHES (SEE CLASS 485 FOR JANITORIAL...)]<br><br>ITEM DESCRIPTION:<br>BRUSHES AND ROLLERS,PAINT:SHERWIN WMS.<br>NORTH REGION<br>(ALL SIZES AND TYPES)<br>BRAND: SHERWIN WILLIAMS<br>4/1/12 SUNDRIES PRODUCTS PRICE LIST                   | 1.000               | EACH        | 26.00%            | N/A               |
| <b>LINE#</b> | <b>DESCRIPTION/MFGR/BRAND</b>                                                                                                                                                                                                                                           | <b>EST QUANTITY</b> | <b>UNIT</b> | <b>% DISCOUNT</b> | <b>UNIT PRICE</b> |
| 00044        | COMM CODE: 635-45-026152<br>[PAINTING EQUIPMENT AND ACCESSORIES]<br><br>ITEM DESCRIPTION:<br>TOOLS,SPEC.HAND & DROP CLOTHS: DURON<br>NORTH REGION<br>(ALL TYPES AND SIZES)<br>BRAND: DURON<br>MODEL: SUNDRIES PRODUCTS PL<br>4/1/12 PAINT EQUIPMENT PRODUCTS PRICE LIST | 1.000               | EACH        | 26.00%            | N/A               |
| <b>LINE#</b> | <b>DESCRIPTION/MFGR/BRAND</b>                                                                                                                                                                                                                                           | <b>EST QUANTITY</b> | <b>UNIT</b> | <b>% DISCOUNT</b> | <b>UNIT PRICE</b> |
| 00045        | COMM CODE: 635-45-026153<br>[PAINTING EQUIPMENT AND ACCESSORIES]<br><br>ITEM DESCRIPTION:<br>TOOLS,SPEC.HAND & DROP CLOTHS: MAB<br>NORTH REGION<br>(ALL TYPES AND SIZES)<br>BRAND: MAB<br>MODEL: SUNDRIES PRODUCTS PL<br>4/1/12 PAINT EQUIPMENT PRODUCTS PRICE LIST     | 1.000               | EACH        | 26.00%            | N/A               |
| <b>LINE#</b> | <b>DESCRIPTION/MFGR/BRAND</b>                                                                                                                                                                                                                                           | <b>EST QUANTITY</b> | <b>UNIT</b> | <b>% DISCOUNT</b> | <b>UNIT PRICE</b> |
| 00060        | COMM CODE: 630-57-067389<br>[PAINT, PROTECTIVE COATINGS, VARNISH,...]<br><br>ITEM DESCRIPTION:<br>PAINT,FINISHES,SOLVENTS: DURON<br>CENTRAL REGION<br>(ALL COLORS AND CONTAINER SIZES)<br>BRAND: DURON<br>4/1/12 PAINT PRODUCTS PRICE LIST                              | 1.000               | EACH        | 33.00%            | N/A               |
| <b>LINE#</b> | <b>DESCRIPTION/MFGR/BRAND</b>                                                                                                                                                                                                                                           | <b>EST QUANTITY</b> | <b>UNIT</b> | <b>% DISCOUNT</b> | <b>UNIT PRICE</b> |
| 00064        | COMM CODE: 630-47-034774<br>[PAINT, PROTECTIVE COATINGS, VARNISH,...]<br><br>ITEM DESCRIPTION:<br>PAINT,FINISHES,SOLVENTS: MAB<br>CENTRAL REGION<br>(ALL COLORS AND CONTAINER SIZES)<br>BRAND: MAB<br>4/1/12 PAINT PRODUCT PRICE LIST                                   | 1.000               | EACH        | 33.00%            | N/A               |
| <b>LINE#</b> | <b>DESCRIPTION/MFGR/BRAND</b>                                                                                                                                                                                                                                           | <b>EST QUANTITY</b> | <b>UNIT</b> | <b>% DISCOUNT</b> | <b>UNIT PRICE</b> |
| 00067        |                                                                                                                                                                                                                                                                         | 1.000               | EACH        | 33.00%            | N/A               |

|       | COMM CODE: 630-47-034780<br>[PAINT, PROTECTIVE COATINGS, VARNISH,...]<br><br>ITEM DESCRIPTION:<br>PAINT, FINISHES, SOLVENTS: SHERWIN WILLIAMS<br>CENTRAL REGION<br>(ALL COLORS AND CONTAINER SIZES)<br>BRAND: SHERWIN WILLIAMS<br>4/1/12 PAINT PRODUCT PRICE LIST |              |      |            |            |
|-------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|------|------------|------------|
| LINE# | DESCRIPTION/MFGR/BRAND                                                                                                                                                                                                                                            | EST QUANTITY | UNIT | % DISCOUNT | UNIT PRICE |
| 00077 | COMM CODE: 145-45-034812<br>[BRUSHES (SEE CLASS 485 FOR JANITORIAL...)]<br><br>ITEM DESCRIPTION:<br>BRUSHES AND ROLLERS, PAINT: DURON<br>CENTRAL REGION<br>(ALL SIZES AND TYPES)<br>BRAND: DURON<br>4/1/12 SUNDRIES PRODUCT PRICE LIST                            | 1.000        | EACH | 26.00%     | N/A        |
| LINE# | DESCRIPTION/MFGR/BRAND                                                                                                                                                                                                                                            | EST QUANTITY | UNIT | % DISCOUNT | UNIT PRICE |
| 00080 | COMM CODE: 145-45-034815<br>[BRUSHES (SEE CLASS 485 FOR JANITORIAL...)]<br><br>ITEM DESCRIPTION:<br>BRUSHES AND ROLLERS, PAINT: MAB<br>CENTRAL REGION<br>(ALL SIZES AND TYPES)<br>BRAND: MAB<br>4/1/12 SUNDRIES PRODUCTS PRICE LIST                               | 1.000        | EACH | 26.00%     | N/A        |
| LINE# | DESCRIPTION/MFGR/BRAND                                                                                                                                                                                                                                            | EST QUANTITY | UNIT | % DISCOUNT | UNIT PRICE |
| 00082 | COMM CODE: 145-45-034818<br>[BRUSHES (SEE CLASS 485 FOR JANITORIAL...)]<br><br>ITEM DESCRIPTION:<br>BRUSHES AND ROLLERS, PAINT: SHERWIN WMS.<br>CENTRAL REGION<br>(ALL SIZES AND TYPES)<br>BRAND: SHERWIN WILLIAMS<br>4/1/12 SUNDRIES PRODUCTS PRICE LIST         | 1.000        | EACH | 26.00%     | N/A        |
| LINE# | DESCRIPTION/MFGR/BRAND                                                                                                                                                                                                                                            | EST QUANTITY | UNIT | % DISCOUNT | UNIT PRICE |
| 00089 | COMM CODE: 635-45-034845<br>[PAINTING EQUIPMENT AND ACCESSORIES]<br><br>ITEM DESCRIPTION:<br>TOOLS, SPEC. HAND & DROP CLOTHS: DURON<br>CENTRAL REGION<br>(ALL TYPES AND SIZES)<br>BRAND: DURON<br>MODEL: SUNDRIES PRODUCT PL<br>4/1/12 PAINT EQUIPMENT PRODUCT PL | 1.000        | EACH | 26.00%     | N/A        |
| LINE# | DESCRIPTION/MFGR/BRAND                                                                                                                                                                                                                                            | EST QUANTITY | UNIT | % DISCOUNT | UNIT PRICE |
| 00090 | COMM CODE: 635-45-034847<br>[PAINTING EQUIPMENT AND ACCESSORIES]<br><br>ITEM DESCRIPTION:<br>TOOLS, SPEC. HAND & DROP CLOTHS: MAB<br>(ALL SIZES AND TYPES)<br>CENTRAL REGION<br>BRAND: MAB<br>MODEL: PAINT EQUIPMENT PL<br>4/1/12 PAINT EQUIPMENT PRODUCT PL      | 1.000        | EACH | 26.00%     | N/A        |
| LINE# | DESCRIPTION/MFGR/BRAND                                                                                                                                                                                                                                            | EST QUANTITY | UNIT | % DISCOUNT | UNIT PRICE |

|              |                                                                                                                                                                                                                                                                                                                                              |                     |             |                   |                   |
|--------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------|-------------|-------------------|-------------------|
| 00105        | COMM CODE: 630-57-067396<br>[PAINT, PROTECTIVE COATINGS, VARNISH,...]<br><br>ITEM DESCRIPTION:<br>PAINT,FINISHES,SOLVENTS: DURON<br>SOUTH REGION<br>(ALL COLORS AND CONTAINER SIZES)<br><br>*****<br>NOTE: TRAFFIC LINE PAINT & AUTOMOTIVE<br>PAINT ARE EXCLUDED FROM THIS RFP.<br>*****<br>BRAND: DURON<br>4/1/12 PAINT PRODUCTS PRICE LIST | 1.000               | EACH        | 33.00%            | N/A               |
| <b>LINE#</b> | <b>DESCRIPTION/MFGR/BRAND</b>                                                                                                                                                                                                                                                                                                                | <b>EST QUANTITY</b> | <b>UNIT</b> | <b>% DISCOUNT</b> | <b>UNIT PRICE</b> |
| 00109        | COMM CODE: 630-57-067409<br>[PAINT, PROTECTIVE COATINGS, VARNISH,...]<br><br>ITEM DESCRIPTION:<br>PAINT,FINISHES,SOLVENTS: MAB<br>SOUTH REGION<br>(ALL COLORS AND CONTAINER SIZES)<br><br>*****<br>NOTE: TRAFFIC LINE PAINT & AUTOMOTIVE<br>PAINT ARE EXCLUDED FROM THIS RFP.<br>*****<br>BRAND: MAB<br>4/1/12 PAINT PRODUCTS PRICE LIST     | 1.000               | EACH        | 33.00%            | N/A               |
| <b>LINE#</b> | <b>DESCRIPTION/MFGR/BRAND</b>                                                                                                                                                                                                                                                                                                                | <b>EST QUANTITY</b> | <b>UNIT</b> | <b>% DISCOUNT</b> | <b>UNIT PRICE</b> |
| 00112        | COMM CODE: 630-47-034801<br>[PAINT, PROTECTIVE COATINGS, VARNISH,...]<br><br>ITEM DESCRIPTION:<br>PAINT,FINISHES,SOLVENTS:SHERWIN WILLIAMS<br>SOUTH REGION<br>(ALL COLORS AND CONTAINER SIZES)<br>BRAND: SHERWIN WILLIAMS<br>4/1/12 PAINT PRODUCTS PRICE LIST                                                                                | 1.000               | EACH        | 33.00%            | N/A               |
| <b>LINE#</b> | <b>DESCRIPTION/MFGR/BRAND</b>                                                                                                                                                                                                                                                                                                                | <b>EST QUANTITY</b> | <b>UNIT</b> | <b>% DISCOUNT</b> | <b>UNIT PRICE</b> |
| 00123        | COMM CODE: 145-45-034826<br>[BRUSHES (SEE CLASS 485 FOR JANITORIAL...)]<br><br>ITEM DESCRIPTION:<br>BRUSHES AND ROLLERS,PAINT: DURON<br>SOUTH ZONE<br>(ALL SIZES AND TYPES)<br>BRAND: DURON<br>4/1/12 SUNRIES PRODUCT PRICE LIST                                                                                                             | 1.000               | EACH        | 26.00%            | N/A               |
| <b>LINE#</b> | <b>DESCRIPTION/MFGR/BRAND</b>                                                                                                                                                                                                                                                                                                                | <b>EST QUANTITY</b> | <b>UNIT</b> | <b>% DISCOUNT</b> | <b>UNIT PRICE</b> |
| 00124        | COMM CODE: 145-45-034827<br>[BRUSHES (SEE CLASS 485 FOR JANITORIAL...)]<br><br>ITEM DESCRIPTION:<br>BRUSHES AND ROLLERS,PAINT: MAB<br>SOUTH ZONE<br>(ALL SIZES AND TYPES)<br>BRAND: MAB<br>4/1/12 SUNDRIES PRODUCT PRICE LIST                                                                                                                | 1.000               | EACH        | 26.00%            | N/A               |
| <b>LINE#</b> | <b>DESCRIPTION/MFGR/BRAND</b>                                                                                                                                                                                                                                                                                                                | <b>EST QUANTITY</b> | <b>UNIT</b> | <b>% DISCOUNT</b> | <b>UNIT PRICE</b> |
| 00127        | COMM CODE: 145-45-034830<br>[BRUSHES (SEE CLASS 485 FOR JANITORIAL...)]                                                                                                                                                                                                                                                                      | 1.000               | EACH        | 26.00%            | N/A               |

|                            | ITEM DESCRIPTION:<br>BRUSHES AND ROLLERS,PAINT:SHERWIN WMS.<br>SOUTH REGION<br>(ALL SIZES AND TYPES)<br>BRAND: SHERWIN WILLIAMS<br>4/1/12 PAINT SUNDRIES PRICE LIST                                                                                                                                                                             |                               |      |            |            |
|----------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------|------|------------|------------|
| LINE#                      | DESCRIPTION/MFGR/BRAND                                                                                                                                                                                                                                                                                                                          | EST QUANTITY                  | UNIT | % DISCOUNT | UNIT PRICE |
| 00133                      | COMM CODE: 635-45-034853<br>[PAINTING EQUIPMENT AND ACCESSORIES]<br><br>ITEM DESCRIPTION:<br>TOOLS,SPEC.HAND & DROP CLOTHS: DURON<br>SOUTH ZONE<br>(ALL TYPES AND SIZES)<br>BRAND: DURON<br>MODEL: SUNDRIES PRODUCT PL<br>4/1/12 PAINT EQUIPMENT PRODUCTS PRICE LIST                                                                            | 1.000                         | EACH | 26.00%     | N/A        |
| LINE#                      | DESCRIPTION/MFGR/BRAND                                                                                                                                                                                                                                                                                                                          | EST QUANTITY                  | UNIT | % DISCOUNT | UNIT PRICE |
| 00134                      | COMM CODE: 635-45-034855<br>[PAINTING EQUIPMENT AND ACCESSORIES]<br><br>ITEM DESCRIPTION:<br>TOOLS,SPEC.HAND & DROP CLOTHS: MAB<br>SOUTH REGION<br>(ALL TYPES AND SIZES)<br>BRAND: MAB<br>MODEL: SUNDRIES PRODUCT PL<br>4/1/12 PAINT EQUIPMENT PRODUCTS PL                                                                                      | 1.000                         | EACH | 26.00%     | N/A        |
| <b>Vendor: SIPERSTEINS</b> |                                                                                                                                                                                                                                                                                                                                                 | <b>Contract Number: 82226</b> |      |            |            |
| LINE#                      | DESCRIPTION/MFGR/BRAND                                                                                                                                                                                                                                                                                                                          | EST QUANTITY                  | UNIT | % DISCOUNT | UNIT PRICE |
| 00014                      | COMM CODE: 630-57-083756<br>[PAINT, PROTECTIVE COATINGS, VARNISH,...]<br><br>ITEM DESCRIPTION:<br>PAINT, FINISHES, SOLVENTS: MOHAWK<br>NORTH REGION<br>(ALL COLORS AND CONTAINER SIZES)<br>BRAND: MOHAWK<br>MODEL: 4A<br>2/1/12                                                                                                                 | 1.000                         | EACH | 2.00%      | N/A        |
| LINE#                      | DESCRIPTION/MFGR/BRAND                                                                                                                                                                                                                                                                                                                          | EST QUANTITY                  | UNIT | % DISCOUNT | UNIT PRICE |
| 00021                      | COMM CODE: 630-57-067376<br>[PAINT, PROTECTIVE COATINGS, VARNISH,...]<br><br>ITEM DESCRIPTION:<br>PAINT,FINISHES,SOLVENTS: PITTSBURGH<br>NORTH REGION<br>(ALL COLORS AND CONTAINER SIZES)<br><br>*****<br>NOTE: TRAFFIC LINE PAINT & AUTOMOTIVE<br>PAINT ARE EXCLUDED FROM THIS RFP.<br>*****<br>BRAND: PITTSBURGH<br>1/23/12 DEALER LIST PRICE | 1.000                         | EACH | 45.00%     | N/A        |
| LINE#                      | DESCRIPTION/MFGR/BRAND                                                                                                                                                                                                                                                                                                                          | EST QUANTITY                  | UNIT | % DISCOUNT | UNIT PRICE |
| 00031                      | COMM CODE: 145-45-083758<br>[BRUSHES (SEE CLASS 485 FOR JANITORIAL...)]<br><br>ITEM DESCRIPTION:<br>BRUSHES AND ROLLERS,PAINT: MOHAWK                                                                                                                                                                                                           | 1.000                         | EACH | NET        | N/A        |

X

| LINE# | DESCRIPTION/MFGR/BRAND                                                                                                                                                                                                          | EST QUANTITY | UNIT | % DISCOUNT | UNIT PRICE |
|-------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|------|------------|------------|
|       | NORTH REGION<br>(ALL SIZES AND TYPES)<br>BRAND: MOHAWK<br>2/1/12 MOHAWK FINISHING PROD #4A                                                                                                                                      |              |      |            |            |
| 00042 | COMM CODE: 635-45-083759<br>[PAINTING EQUIPMENT AND ACCESSORIES]<br><br>ITEM DESCRIPTION:<br>TOOLS,SPEC.HAND/DROP CLOTHS: MOHAWK<br>NORTH REGION<br>(ALL TYPES AND SIZES)<br>BRAND: MOHAWK<br>2/1/12 MOHAWK #4A                 | 1.000        | EACH | NET        | N/A        |
| LINE# | DESCRIPTION/MFGR/BRAND                                                                                                                                                                                                          | EST QUANTITY | UNIT | % DISCOUNT | UNIT PRICE |
| 00059 | COMM CODE: 630-57-083756<br>[PAINT, PROTECTIVE COATINGS, VARNISH,...]<br><br>ITEM DESCRIPTION:<br>PAINT, FINISHES, SOLVENTS: MOHAWK<br>CENTRAL REGION<br>(ALL COLORS AND CONTAINER SIZES)<br>BRAND: MOHAWK<br>2/1/12 MOHAWK #4A | 1.000        | EACH | 5.00%      | N/A        |
| LINE# | DESCRIPTION/MFGR/BRAND                                                                                                                                                                                                          | EST QUANTITY | UNIT | % DISCOUNT | UNIT PRICE |
| 00076 | COMM CODE: 145-45-083758<br>[BRUSHES (SEE CLASS 485 FOR JANITORIAL...)]<br><br>ITEM DESCRIPTION:<br>BRUSHES AND ROLLERS,PAINT: MOHAWK<br>CENTRAL REGION<br>(ALL SIZES AND TYPES)<br>BRAND: MOHAWK<br>2/1/12 MOHAWK #4A          | 1.000        | EACH | 5.00%      | N/A        |
| LINE# | DESCRIPTION/MFGR/BRAND                                                                                                                                                                                                          | EST QUANTITY | UNIT | % DISCOUNT | UNIT PRICE |
| 00087 | COMM CODE: 635-45-083759<br>[PAINTING EQUIPMENT AND ACCESSORIES]<br><br>ITEM DESCRIPTION:<br>TOOLS,SPEC.HAND/DROP CLOTHS: MOHAWK<br>CENTRAL REGION<br>(ALL TYPES AND SIZES)<br>BRAND: MOHAWK<br>2/1/12 MOHAWK #4A               | 1.000        | EACH | 5.00%      | N/A        |

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



STEVEN M. FULOP  
MAYOR OF JERSEY CITY

CITY OF JERSEY CITY  
DEPARTMENT OF PUBLIC WORKS

13-15 LINDEN AVENUE EAST, 2ND FLOOR | JERSEY CITY, NJ 07305  
P: 201 547 4400 | F: 201 547 4803



MARK REDFIELD  
DIRECTOR

**MEMORANDUM**

**Date:** February 5, 2016

**To:** Rolando R. Lavarro, Jr; Council President and Members of the Municipal Council

**From:** Silendra Baijnauth, Fiscal Officer 

**Subject :** 2016 Budget Memo (State Contract for Paint and Related Items)

There exists a need for paint and related items. Sherwin Williams possesses state contract (A82236). The total of this contract will not exceed \$100,000.00. The Department of Public Works used this vendor in previous years and would like to continue because the vendor has been providing and supplying these parts in a timely fashion.

As the year progresses, and if the City needs more than \$10,000.00 worth of paint and supplies, additional funds are then encumbered through a change order under the authority of the contract award resolution.

**CONTRACT FUNDING (2016)**

- ❖ Expenditure is drawn down from Buildings and Street Maintenance operating account, 01-201-26-291-211.
- ❖ Contract is utilizing object # 211.
- ❖ Line object 211 is budgeted for \$473,000.00 in CY 2016 (various contracts).
- ❖ As of today (02/05/16), \$43,500.00 is encumbered in object 211.
- ❖ Temporary budget amount for 211 is \$92,820.00, ending balance is \$49,320.00.
- ❖ DPW spent about \$110,000.00 in 2015 for paint and related items.

Should you have any questions/concerns or require further details regarding this matter, please do not hesitate to contact my office.

Thank you for your cooperation.

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

City Clerk File No. Res. 16.118

Agenda No. 10.Z.3

Approved: FEB 24 2016

TITLE:



## **RESOLUTION AUTHORIZING THE AWARD OF AN OPEN-END CONTRACT TO PAT SCANLAN LANDSCAPING INC FOR TREE PLANTING CITYWIDE FOR THE DEPARTMENT OF PUBLIC WORKS/DIVISION OF PARK MAINTENANCE**

### **COUNCIL**

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

**WHEREAS**, the City of Jersey City advertised for the receipt of bids on January 21, 2016 for Tree Planting Citywide for the Department of Public Works/Division of Park Maintenance; and

**WHEREAS**, this contract was bid as a one-year (1) open-end contract, the minimum and maximum quantities for the One (1) Item as contained in the Bid Specifications and the unit cost prices are set forth in the bidder's proposal; and

**WHEREAS**, the sum of **Sixty Seven Thousand, Five Hundred (\$67,500.00) Dollars**, will be budgeted for the 2016 budget; and

**WHEREAS**, the Purchasing Agent certified that he considers the bid submitted by Pat Scanlan Landscaping Inc to be fair and reasonable; and

**WHEREAS**, the sum of **Sixty Seven Thousand, Five Hundred (\$67,500.00) Dollars** is available in Capital Account No. 04-215-55-898-990; and

**NOW, THEREFORE**, be it resolved by the Municipal Council of the City of Jersey City that:

1. The Mayor or Business Administrator is authorized to execute an agreement with Pat Scanlan Landscaping Inc for the Department of Public Works/Division of Park Maintenance;
2. This contract is awarded as a one-year (1) open-end contract. The City reserves the right to extend the contract for up to Two (2) additional one year terms pursuant to specifications and bids thereon;
3. The minimum and maximum quantities for One (1) item are as contained in Bid Specifications and the unit cost prices are set forth in the bidder's proposal;
4. The Chief Financial Officer shall prepare and execute certificates of available funds as orders are made during the term of the contract;
5. Upon certification by an official or employee of the City authorized to attest that the contractor has complied with specifications in all respects, and the requirements of the contract met, then payment to the contractor shall be made in accordance with the provisions of the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et seq.; and

(continued on Page 2)

TITLE:

**RESOLUTION AUTHORIZING THE AWARD OF AN OPEN-END CONTRACT TO PAT SCANLAN LANDSCAPING INC FOR TREE PLANTING CITYWIDE FOR THE DEPARTMENT OF PUBLIC WORKS/DIVISION OF PARK MAINTENANCE**

6. The award of this contract shall be subject to the condition that the contractor provide satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et seq.

I, Donna Mauer (Donna Mauer), Chief Financial Officer, certify that there are sufficient funds available for the payment of the above resolution in Account show below

**Department of Public Works/Division of Park Maintenance**

| Acct #            | P.O #  |                | Amount      |
|-------------------|--------|----------------|-------------|
| 04-215-55-898-990 | 119954 | Total Contract | \$67,500.00 |

Approved by P. Folgado RPPS  
Peter Folgado, Director of Purchasing

PF/pc  
2/9/16

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 2.24.16 |     |     |      |               |     |     |      |                |     |     |      |
|-------------------------------------------------|-----|-----|------|---------------|-----|-----|------|----------------|-----|-----|------|
| COUNCILPERSON                                   | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON  | AYE | NAY | N.V. |
| GAJEWSKI                                        | ✓   |     |      | YUN           | ✓   |     |      | RIVERA         | ✓   |     |      |
| RAMCHAL                                         | ✓   |     |      | OSBORNE       | ✓   |     |      | WATTERMAN      | ✓   |     |      |
| BOGGIANO                                        | ✓   |     |      | COLEMAN       | ✓   |     |      | LAVARRO, PRES. | ✓   |     |      |

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

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

Robert Byrne  
Robert Byrne, City Clerk



STEVEN M. FULOP  
MAYOR OF JERSEY CITY

CITY OF JERSEY CITY  
DEPARTMENT OF PUBLIC WORKS  
13-15 LINDEN AVENUE EAST, 2ND FLOOR | JERSEY CITY, NJ 07305  
P: 201.547.4400 | F: 201.547.4803



MARK REDFIELD  
DIRECTOR

**MEMORANDUM**

**Date:** February 8, 2016  
**To:** Peter Folgado, Purchasing Director  
**From:** Mark Redfield, DPW Director  
**Subject:** Recommendation Letter ( Tree Planting Citywide)

Please be advised, after a careful and thorough review of bids received for Tree Planting Citywide on January 21, 2016, I recommend that the contract be awarded to:

PAT SCANLAN  
PO BOX 1136  
NEW CITY, NY 10956

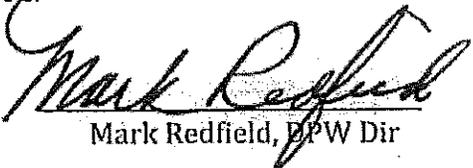
**Total contract Amount = \$67,500.00**

Please proceed and utilize the following requisition listed below. Kindly draft the awarding resolution for the February 24<sup>th</sup> Council meeting.

| REQ #   | ACCOUNT NUMBER                        | AMOUNT      |
|---------|---------------------------------------|-------------|
| 0172778 | 04-215-55-898-990 ( Capital account ) | \$67,500.00 |

Should you have any questions or need any additional justifications regarding this contract award, please do not hesitate to call my office at X 4400/01.

MR/sb

  
Mark Redfield, DPW Dir

- C: Raquel Tosado, Contracts Manager
- Cleveland Snow, Parks and Forestry Maintenance Director
- Zakia Gregory, Asst. Supervisor of Accounts, Fiscal Office
- Elizabeth Harley, Asst. Supvr. of Accounts, Parks Division
- Eileen McCabe, Sr. Adm Analyst
- Paola Campbell, Purchasing Assistant



STEVEN M. FULOP  
MAYOR OF JERSEY CITY

CITY OF JERSEY CITY  
DEPARTMENT OF PUBLIC WORKS

13-15 LINDEN AVENUE EAST, 2ND FLOOR | JERSEY CITY, NJ 07305  
P: 201 547 4400 | F: 201 547 4803



MARK REDFIELD  
DIRECTOR

Date: February 8, 2016

To: Mark Redfield, Director/DPW

From: Cleveland Snow, Director, Division of Park Maintenance

Subject: Recommendation: Tree Planting City Wide Project No. 2015-001

---

After reviewing the bid results for the above mentioned project I recommend that the contract be awarded to:

Pat Scanlan Landscaping Inc.  
PO Box 1136  
New City, NY 10956  
Pat Scanlan - Contact - 845-634-0508

Thank you

Cleveland Snow, Director  
Division of Park Maintenance

Inspection each of the trees and shrubs listed. The Bidder agrees to perform all labor necessary and provide all materials, equipment and vehicles required to perform all labor necessary and provide all materials, equipment and vehicles required to compete all work as described in these specifications for unit cost.

This contract will be an open-end contract. During the contract term, the City shall direct the bidder to plant the minimum quantity of trees set forth below.

Minimum amount of trees to be planted - 250 ( Two Hundred Fifty) Trees

Maximum amount of trees to be planted - 700 (Seven Hundred ) Trees

All quotes should be based on these numbers

All quotes must be based on unit cost per tree

The amount of the Performance Bond will be based upon the minimum amount of 100 (One Hundred ) Trees

Tree size shall be 2 1/2"x 3" Caliber

$$\begin{array}{r}
 250 \\
 \hline
 \text{Trees} \times \text{Unit Price}
 \end{array}
 \begin{array}{r}
 \$ 270.00 \\
 \hline
 \end{array}
 = \text{Total Bid Price } \$ \underline{67,500.00}$$

\$ 67,500.00  
(In figures)

Sixty seven thousand five hundred dollars -  
(In Writing)

All quotations must be typewritten or written in ink. Pencil quotations will automatically render bid informal.

The contract will awarded as an open-end contract. The minimum and maximum amount of quantities that the City will order are set forth above.

Signature:  Date: JAN. 12, 2016

EXHIBIT B (4 of 4)

(C) The contractor or subcontractor agrees that nothing contained in (B) above shall preclude the contractor or subcontractor from complying with the union hiring hall or apprenticeship policies in any applicable collective bargaining agreement or union hiring hall arrangement, and, where required by custom or agreement, it shall send journeymen and trainees to the union for referral, or to the apprenticeship program for admission, pursuant to such agreement or arrangement. However, where the practices of a union or apprenticeship program will result in the exclusion of minorities and women or the failure to refer minorities and women consistent with the targeted county employment goal, the contractor or subcontractor shall consider for employment persons referred pursuant to (B) above without regard to such agreement or arrangement; provided further, however, that the contractor or subcontractor shall not be required to employ women and minority advanced trainees and trainees in numbers which result in the employment of advanced trainees and trainees as a percentage of the total workforce for the construction trade, which percentage significantly exceeds the apprentice to journey worker ratio specified in the applicable collective bargaining agreement, or in the absence of a collective bargaining agreement, exceeds the ratio established by practice in the area for said construction trade. Also, the contractor or subcontractor agrees that, in implementing the procedures of (B) above, it shall, where applicable, employ minority and women workers residing within the geographical jurisdiction of the union.

After notification of award, but prior to signing a construction contract, the contractor shall submit to the public agency compliance officer and the Dept. of LWD, Construction EEO Monitoring Program an initial project workforce report (Form AA 201) electronically provided to the public agency by the Dept. of LWD, Construction EEO Monitoring Program, through its website, for distribution to and completion by the contractor, in accordance with N.J.A.C. 17:27-7. The contractor also agrees to submit a copy of the Monthly Project Workforce Report once a month thereafter for the duration of this contract to the Dept. of LWD, Construction EEO Monitoring Program and to the public agency compliance officer.

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

(D) The contractor and its subcontractors shall furnish such reports or other documents to the Dept. of LWD, Construction EEO Monitoring Program as may be requested by the Dept. of LWD, Construction EEO Monitoring Program from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Dept. of LWD, Construction EEO Monitoring Program for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).

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

EXHIBIT B

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

The undersigned vendor further agrees to furnish the required forms of evidence and understands that their contract/company's bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127) and N.J.A.C. 17:27.

Representative's Name/Title (Print): PAT DEANLAN  
Representative's Signature: [Signature]  
Name of Company: PAT DEANLAN LAND Tel. No. 845-634-0508 Date: JAN 12 2016

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. §12101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature, arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

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

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

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

Representative's Name/Title Print: PAT SCANLAN  
Representative's Signature: [Signature]  
Name of Company: PAT SCANLAN LANDSCAPING, INC.  
Tel. No.: 845-634-0508 Date: JAN. 12, 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 : PAT SCANLAN LANDSCAPING, INC  
 Address : P.O. BOX 1136 NEW CITY NY 10956  
 Telephone No. : 845-634-0508  
 Contact Name: PAT SCANLAN

Please check applicable category :

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

**Definitions:**

**Minority Business Enterprise**

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

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

**Woman Business Enterprise**

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

**OFFICE OF EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION COPY**

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

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

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

Business Name : PAT SCANLAN LANDSCAPING, INC.  
 Address : P.O. Box 1136 NEW CITY NY  
 Telephone No. : 845-634-0508  
 Contact Name: PAT SCANLAN

Please check applicable category :

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

**Definitions:**

**Minority Business Enterprise**

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

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

**Woman Business Enterprise**

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

**DIVISION OF PURCHASING COPY**

Form MWBE Contractor's Compliance Plan to be submitted with bid document.

**CONTRACTOR: PROVIDE TWO (2) COMPLETED COPIES OF THIS FORM WITH YOUR PROPOSAL (or within 24 hours thereafter)**

City of Jersey City  
Department of Administration  
Office of Equal Opportunity/Affirmative Action

Project: City Wide Tree Planting  
Contractor: Pat Scarchon Landscaping Bid Amt. \$ 67,500

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

| Trade       | Approx. \$ Value | Minority or Woman Owned Business<br>Check appropriate column |       |         |
|-------------|------------------|--------------------------------------------------------------|-------|---------|
|             |                  | Minority                                                     | Woman | Neither |
| <u>None</u> |                  |                                                              |       |         |
|             |                  |                                                              |       |         |
|             |                  |                                                              |       |         |
|             |                  |                                                              |       |         |
|             |                  |                                                              |       |         |
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|             |                  |                                                              |       |         |
|             |                  |                                                              |       |         |
|             |                  |                                                              |       |         |
|             |                  |                                                              |       |         |

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

CONTINUED ON NEXT PAGE

OFFICE OF EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION COPY



MWBE Page 3 Project City Wide Tree Planting

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

| Trade | Contractor Name & Address | Approx \$ Value | Minority or Woman Owned Business<br>Check appropriate column |       |         |
|-------|---------------------------|-----------------|--------------------------------------------------------------|-------|---------|
|       |                           |                 | Minority                                                     | Woman | Neither |
| none  |                           |                 |                                                              |       |         |
|       |                           |                 |                                                              |       |         |
|       |                           |                 |                                                              |       |         |
|       |                           |                 |                                                              |       |         |
|       |                           |                 |                                                              |       |         |
|       |                           |                 |                                                              |       |         |
|       |                           |                 |                                                              |       |         |

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

None needed for this project

Name of Contractor Pat Scarpiano Landscaping Inc

By: Signature [Signature]

Type or print name/title: Pat Scarpiano President

Telephone No: (845) 634-0508 Date 1/22/16

.....  
For City Use:

Acceptable M/W Business Participation levels for this Project: \_\_\_\_\_

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

**EQUAL EMPLOYMENT OPORTUNITY COPY**

MWBE Page 3 Project City Wide tree planting

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

| Trade | Contractor Name & Address | Approx. \$ Value | To Minority or Woman Owned Business<br>Check appropriate column |       |         |
|-------|---------------------------|------------------|-----------------------------------------------------------------|-------|---------|
|       |                           |                  | Minority                                                        | Woman | Neither |
| None  |                           |                  |                                                                 |       |         |
|       |                           |                  |                                                                 |       |         |
|       |                           |                  |                                                                 |       |         |
|       |                           |                  |                                                                 |       |         |
|       |                           |                  |                                                                 |       |         |
|       |                           |                  |                                                                 |       |         |
|       |                           |                  |                                                                 |       |         |

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

None needed for this project

Name of Contractor PAT Scanlon Landscaping Inc.

By: Signature [Signature]

Type or print name/title: PAT Scanlon president

Telephone No: (845) 634 0508 Date: 1/22/16

For City Use:

Acceptable M/W Business Participation levels for this Project: \_\_\_\_\_

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

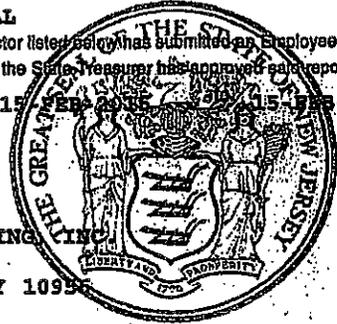
**PURCHASING COPY**

Certification 53972

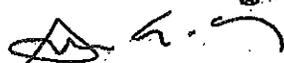
**CERTIFICATE OF EMPLOYEE INFORMATION REPORT**

**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 FEB 2022 - 15 FEB 2022



**PAT SCANLAN LANDSCAPING, INC.**  
14 PLAINS DR.  
ROCKLAND NY 10956

  
Andrew P. Sidamon-Eristoff  
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:**  
PAT SCANLAN LANDSCAPING, INC.  
**ADDRESS:**  
14 PLAINS DR  
NEW CITY NY 10956  
**EFFECTIVE DATE:**  
10/12/04

**TRADE NAME:**  
  
**SEQUENCE NUMBER:**  
1098116  
**ISSUANCE DATE:**  
07/15/08

  
Director  
New Jersey Division of Revenue

FORM BRC  
ISSUANCE 1/1/2004

Certificate Number  
631211

Registration Date: 06/18/2015  
Expiration Date: 06/17/2016



## State of New Jersey

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

### Public Works Contractor Registration Act

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

Pat Scanlan Landscaping, Inc. **2015**

Responsible Representative(s):  
Patrick Scanlan, President  
Mark Femiano, Secretary

Responsible Representative(s):

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 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 AN OPEN-END CONTRACT TO PAT SCANLAN LANDSCAPING INC FOR TREE PLANTING CITYWIDE FOR THE DEPARTMENT OF PUBLIC WORKS/DIVISION OF PARK MAINTENANCE**

**Project Manager**

|                     |                   |                   |
|---------------------|-------------------|-------------------|
| Department/Division | DPW               | Parks Maintenance |
| Name/Title          | Cleveland Snow    | Parks Director    |
| Phone/email         | 201-547-4495/4449 | csnow@icnj.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:

- ✦ Planting of trees citywide
- ✦ Tree size is 2 ½ inch X 3 inch caliber
- ✦ This is an open-end contract
- ✦ Minimum number of trees to be planted is 250
- ✦ Maximum number of trees to be planted 700

**Cost (Identify all sources and amounts)**

04-215-55-898-990 (Parks Capital Account)  
Contract Amount = \$ 67,500.00

**Contract term (include all proposed renewals)**

Contract is valid for one (1) year after Council approval. There are two (2) additional one (1) year terms to be exercise.

Type of award

If "Other Exception", enter type

**Additional Information**

Bid received on January 21, 2016.

**8 Bidders**

- |                                  |              |                                                        |
|----------------------------------|--------------|--------------------------------------------------------|
| 1. Pat Scanlan Landscaping Inc   | \$67,500.00  |                                                        |
| 2. Aspen Landscaping Contracting | \$141,250.00 |                                                        |
| 3. D'Onofrio & Son Inc           | \$146,250.00 | * Missing Non- Collusion and MWBE forms                |
| 4. Ascape Landscape              | \$38,750.00  | * Withdrawn                                            |
| 5. FP Landscape Executive        | \$47,250.00  | * Rejected No BB or CC                                 |
| 6. Louis Barbato Landscaping     | \$85,750.00  | * Rejected Addendum not acknowledge                    |
| 7. MJ Hoag Contracting, Inc      | \$87,250.00  | * Rejected Addendum not acknowledge                    |
| 8. Andy Matt Inc                 | \$172,500.00 | * Rejected No Original BB and Addendum not acknowledge |

I certify that all the facts presented herein are accurate.

*Selma M. Day*  
Signature of Department Director

*02/09/16*  
Date

\_\_\_\_\_  
Signature of Purchasing Director

\_\_\_\_\_  
Date

# RESOLUTION CHECKLIST

GOODS & SERVICES - NON BIDS

BIDS

REQ NO. 0172778

PO # 119954

DEPT/DIV: DPW/Park Maint.

SUBJ: Tree Planting Citywide

## GOODS & SERVICES NON BIDS

|                                                   | <i>Amending</i> | <i>Emergency</i> | <i>EUS</i> | <i>GSA</i> | <i>Ordinance</i> | <i>Pay to Play</i> | <i>Prof Service</i> | <i>State Contract</i> | <i>Library</i> | <i>Resolution</i> |
|---------------------------------------------------|-----------------|------------------|------------|------------|------------------|--------------------|---------------------|-----------------------|----------------|-------------------|
| Quote/Proposal/Agreement                          |                 |                  |            |            |                  |                    |                     |                       |                |                   |
| EEO/AA Compliance                                 |                 |                  |            |            |                  |                    |                     |                       |                |                   |
| BRC/Validation                                    |                 |                  |            |            |                  |                    |                     |                       |                |                   |
| Pay-to-Play, Political Contribution/B.E.D.        |                 |                  |            |            |                  |                    |                     |                       |                |                   |
| Legislative Fact Sheet/<br>Determination of Value |                 |                  |            |            |                  |                    |                     |                       |                |                   |

## BIDS

|                                                   | <i>Good &amp; Services</i> | <i>Construction</i> | <i>RFP'S</i> | <i>RFQ'S</i> | <i>Resolution</i> |
|---------------------------------------------------|----------------------------|---------------------|--------------|--------------|-------------------|
| Proposal Page/Amounts                             | X                          |                     |              |              | X                 |
| EEO/AA Compliance                                 | X                          |                     |              |              |                   |
| BRC/Validation                                    | X                          |                     |              |              |                   |
| Certification Regarding Suspension/Debarment      | X                          |                     |              |              |                   |
| Legislative Fact Sheet/<br>Determination of Value | X                          |                     |              |              |                   |

**Notes:**

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

City Clerk File No. Res. 16.119

Agenda No. 10.Z.4

Approved: FEB 24 2016

TITLE:



## **RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO DEEP RUN AQUATIC SERVICES FOR THE MAINTENANCE AND CHEMICALS FOR PERSHING FIELD AND PAVONIA POOLS FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF PARK MAINTENANCE**

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

**WHEREAS**, in conformity with N.J.S.A. 40A:11-6.1(a) informal quotes were solicited for the maintenance and chemicals for Pershing Field and Pavonia pools; and

**WHEREAS**, two (2) proposals were solicited, with the lowest, responsive and responsible being that from Deep Run Aquatic Services, 1823 Deep Run Road, Pipersville, Pennsylvania 18947 in the total amount of **Twenty Thousand Three Hundred Twenty Five Dollars (\$20,325.00)**; and

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

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

**WHEREAS**, the Director of Public Works has determined and certified in writing that the value of the contract will exceed \$17,500.00; and

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

**WHEREAS**, the contractor has submitted a Chapter 271 Political Contribution Disclosure Certification at least 10 days prior to the award of this contract; and

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

**WHEREAS**, funds in the amount of \$20,325.00 are available in the **Operating Account**.

| <u>Account</u>    | <u>PO #</u> | <u>Total Contract</u> |
|-------------------|-------------|-----------------------|
| 01-201-28-375-314 | 118921      | \$20,325.00           |

(Continued on Page 2)

TITLE:

**RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO DEEP RUN AQUATIC SERVICES FOR THE MAINTENANCE AND CHEMICALS FOR PERSHING FIELD AND PAVONIA POOLS FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF PARK MAINTENANCE**

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

1. A contract in the amount of \$20,325.00 for the maintenance and chemicals for Pershing Field and Pavonia pools is awarded to Deep Run Aquatic Services and the Purchasing Director is directed to have such a contract drawn up and executed;
2. The term of the contract shall be for (12) twelve months effective on January 1, 2016 through December 31, 2016.
3. Upon certification by an official or employee of the City authorized to receive the equipment pursuant to the contract, that the same has been received and that the requirements of the contract met, then payment to the contractor shall be made in accordance with the provisions of the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et seq.; and
4. 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 Chief Financial Officer, hereby certify that funds in the amount of \$20,325.00 are available in the **Operating Account**.

|                   |             |                       |
|-------------------|-------------|-----------------------|
| <u>Account</u>    | <u>PO #</u> | <u>Total Contract</u> |
| 01-201-28-375-314 | 118921      | \$20,325.00           |

Peter Folgado, Director of Purchasing, QPA, RPPO

February 10, 2016  
Date

PF/pv  
2/6/16

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 <u>2.24.16</u> |     |     |      |               |     |     |      |                |     |     |      |
|--------------------------------------------------------|-----|-----|------|---------------|-----|-----|------|----------------|-----|-----|------|
| COUNCILPERSON                                          | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON  | AYE | NAY | N.V. |
| GAJEWSKI                                               | ✓   |     |      | YUN           | ✓   |     |      | RIVERA         | ✓   |     |      |
| RAMCHAL                                                | ✓   |     |      | OSBORNE       | ✓   |     |      | WATTERMAN      | ✓   |     |      |
| BOGGIANO                                               | ✓   |     |      | COLEMAN       | ✓   |     |      | LAVARRO, PRES. | ✓   |     |      |

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

**RESOLUTION FACT SHEET - CONTRACT AWARD**

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

**Full Title of Ordinance/Resolution**

**RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO DEEP RUN AQUATIC SERVICES FOR THE MAINTENANCE AND CHEMICALS FOR PERSHING AND PAVONIA POOLS FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF PARK MAINTENANCE.**

**Project Manager**

|                     |                   |                   |
|---------------------|-------------------|-------------------|
| Department/Division | DPW               | Parks Maintenance |
| Name/Title          | Cleveland Snow    | Parks Director    |
| Phone/email         | 201-547-4495/4449 | csnow@jcnj.org    |

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

**Contract Purpose**

The purpose of this resolution is to provide:

- ✦ For monthly maintenance and chemicals for Pershing Field and Pavonia Pools.
- ✦ Warranty flowcewll, probes and rotary flow switch on current controllers.
- ✦ All necessary PPG accutab blue si tablets in 55 lb. pails to operate pools.
- ✦ Include 5-50 lb. PPG induchlor shock for the contract.
- ✦ Include (2) two Taylor K-2005 test kits.
- ✦ Warranty on the 3140AT and the 3070AT chlorinators and all parts and labor for the duration of the contract.
- ✦ One visit per month to ensure system is in proper operation along with cleaning the feeder and control system probes.
- ✦ Start-up of the Pavonia Pool chemical system in May and clean out the system in September.

**Cost (Identify all sources and amounts)**

**Contract term (include all proposed renewals)**

01-201-28-375-314 (Parks Operating Account)  
 Contract Amount = \$ 20,325.00

Valid until 12/31/16

**Type of award** Pay to Play – Non fair and open

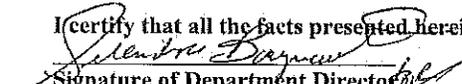
If "Other Exception", enter type

**Additional Information**

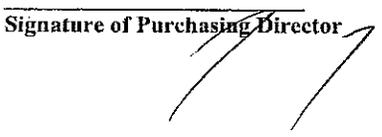
Two Quotes Received

- ✦ Deep Run Aquatic for \$20,325.00
- ✦ A.B.C.S. Pools Service for \$21,750.00

I certify that all the facts presented herein are accurate.

  
 Signature of Department Director

02/05/16  
 Date

  
 Signature of Purchasing Director

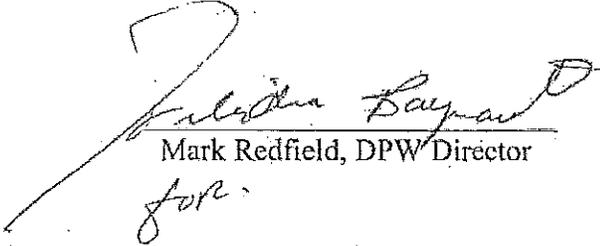
2/10/16  
 Date

## DETERMINATION OF VALUE CERTIFICATION

I, Mark Redfield, of full age, hereby certify the following:

1. I am the Director for the Department of Public Works.
2. There exists a need for chemicals and monthly maintenance of Pershing Field and Pavonia Pools for the Division of Parks Maintenance.
3. The City informally solicited quotations for chemicals and maintenance.
4. The Department's recommendation is to award a contract to Deep Run Aquatic Services.
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.

02/09/16  
Date

  
Mark Redfield, DPW Director  
for.

**QUOTE ANALYSIS**

|                 |                                   |                          |             |                  |                     |                          |                     |
|-----------------|-----------------------------------|--------------------------|-------------|------------------|---------------------|--------------------------|---------------------|
| <b>P.O. NO.</b> | 119896                            | <b>DEEP RUN AQUATICS</b> |             |                  |                     | <b>ABCS POOL SERVICE</b> |                     |
| <b>REQ. NO.</b> | 173179                            |                          |             |                  |                     |                          |                     |
| <b>DEPT/DIV</b> | PW/PARK MAINTENANCE               |                          |             |                  |                     |                          |                     |
| <b>ITEM #</b>   | <b>DESCRIPTION</b>                | <b>QTY</b>               | <b>UNIT</b> | <b>UNIT COST</b> | <b>EXT AMT</b>      | <b>UNIT COST</b>         | <b>EXT AMT</b>      |
| 1               | MAINTENANCE & POOLS               | 1                        | EA          | \$ 20,325.00     | \$ 20,325.00        | \$ 21,750.00             | \$ 21,750.00        |
| 2               | CHEMICALS FOR CY 2016             |                          |             |                  |                     |                          |                     |
| 3               | PERSHING & PAVONIA                |                          |             |                  |                     |                          |                     |
| 4               |                                   |                          |             |                  |                     |                          |                     |
| 5               |                                   |                          |             |                  |                     |                          |                     |
| 6               |                                   |                          |             |                  |                     |                          |                     |
| 7               |                                   |                          |             |                  |                     |                          |                     |
| 8               |                                   |                          |             |                  |                     |                          |                     |
| 9               |                                   |                          |             |                  |                     |                          |                     |
| 10              |                                   |                          |             |                  |                     |                          |                     |
|                 |                                   | <b>SUB-TOTAL</b>         |             |                  | <b>\$ 20,325.00</b> |                          | <b>\$ 21,750.00</b> |
|                 | <b>DELIVERY/SHIPPING/HANDLING</b> |                          |             |                  | <b>\$ -</b>         |                          | <b>\$ -</b>         |
|                 |                                   | <b>TOTAL</b>             |             |                  | <b>\$ 20,325.00</b> |                          | <b>\$ 21,750.00</b> |

**NOTES:** \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

A.B.C.S. POOL SERVICE INC.

355 RIVERLAWN DRIVE  
 WAYNE N.J. 07470  
 973-256-5536 EST. 1969

# PROPOSAL

|          |
|----------|
| DATE     |
| 1/7/2016 |

RECEIVED  
 2016 JAN 21 AM 11:10  
 CITY OF JERSEY CITY  
 DIV. PARK MAINTENANCE

|                                                                                                                              |
|------------------------------------------------------------------------------------------------------------------------------|
| NAME / ADDRESS                                                                                                               |
| JERSEY CITY D.P.W.<br>BUREAU OF PARK MAINTENANCE<br>13 LINDEN AVE. EAST<br>JERSEY CITY, N.J. 07305<br>ATTN: ELIZABETH HARLEY |

|                |
|----------------|
| PROJECT        |
| CHEMICALS 2016 |

| DESCRIPTION                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | QTY | COST         | TOTAL       |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|--------------|-------------|
| CONTRACT COVERING JAN 1, 2016 TO DECEMBER 31, 2016<br><br>STARTUP AND MONTHLY SERVICE ON CHEMICAL FEED SYSTEMS AT PAVONIA AND PERSHING FIELD SWIMMING POOLS<br><br>SUPPLY PPG ACCUTAB CHLORINE TABLETS 36 PAILS FOR PERSHING FIELD AND 72 PAILS FOR PAVONIA AVE. (5) 50 LBS PAILS OF GRANULAR SHOCK, AND MURIATIC ACID FOR LENGTH OF CONTRACT.<br><br>ADDITIONAL PAILS (55 LBS) WILL BE INVOICED AT \$145.00 PER PAIL<br><br>SUPPLY TWO TAYLOR K-2005 DPD TEST KITS<br><br>PRICE INCLUDES ALL SERVICES AND REPAIRS ON EXISTING CHEMICAL CONTROL AND FEED SYSTEMS FOR LENGTH OF CONTRACT.<br><br>MONTHLY SERVICE VISITS TO CLEAN PROBES AND FEEDER, CALIBRATE CONTROLLERS, AND CHECK OPERATION OF CHEMICAL FEED SYSTEMS |     | 21,750.00    | 21,750.00   |
| PLEASE SIGN AND RETURN 1 COPY IF ACCEPTED                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |     | <b>TOTAL</b> | \$21,750.00 |



**New Jersey Division of Revenue**

Revenue

NJBGS

**On-Line Business Registration Certificate  
Service**

CERTIFICATE NUMBER 1088886 FOR DEEP RUN AQUATIC SERVICES INC  
IS VALID.

Req # 0173179



Jersey City D.P.W.  
Bureau of Park Maintenance  
13-15 Linden Ave East-2<sup>nd</sup> flr  
Jersey City, NJ 07305  
Attn: Elizabeth Harley

RECEIVED  
2016 JAN 21 AM 11:10  
CITY OF JERSEY CITY  
DIV. PARK MAINTENANCE

Dear Elizabeth,

We are pleased to provide you with the following proposal:  
(This proposal covers from January 1, 2016 thru December 31, 2016)

**Monthly Maintenance and Chemicals:**

**Facilities: Pershing Field, Pavonia Pool**

1. Warranty on flowcell, probes, and rotary flow switch on current controllers
2. All necessary PPG Accutab Blue SI TABLETS in 55 lb. pails to operate pools
3. Include 5-50lb PPG Induchlor shock for the contract
4. Include (2) two Taylor K-2005 test kits
5. Warranty on the 3140AT, and the 3070AT chlorinators and all parts and labor for the duration of the contract
6. One visit per month to ensure system is in proper operation along with cleaning of the feeder and control system probes.
7. Start-up of the Pavonia pool Chemical system in May, and clean out of the system in September.

\*Accutab Supplied to Pershing Field 36 pails per year. Pavonia Pool 72 pails per year any additional usage will be billed at \$138.00 per pail \*

Cost of the Monthly Service Contract for the year Pershing Field \$ 8,100.00

Cost of the Monthly Service Contract for the year Pavonia Pool \$12,225.00

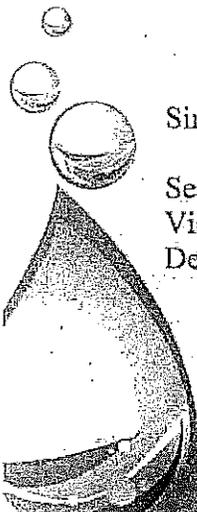
Pershing Field billed Monthly at \$675.00 per month

Pavonia Billed May 31<sup>st</sup>, June 30<sup>th</sup> \$4,075.00 and July 31<sup>th</sup> \$4075.00

Total Contract: \$20,325.00

Sincerely,

Sean Haggerty  
Vice President  
Deep Run Aquatic Services, Inc.



**CITY OF JERSEY CITY**

394 CENTRAL AVE.  
2ND FLOOR  
JERSEY CITY NJ 07307

**Requisition**

Requisition #

0173179

Assigned PO #

Vendor  
DEEP RUN AQUATIC SERVICES  
1823 DEEP RUN ROAD  
PIPERSVILLE PA 18947

Dept. Bill To  
PARK MAINTENANCE  
13-15 LINDEN AVENUE EAST  
2ND FLOOR  
JERSEY CITY NJ 07305

Dept. Ship To  
PARK MAINTENANCE  
13-15 LINDEN AVENUE EAST  
2ND FLOOR  
JERSEY CITY NJ 07305

Contact Info  
Cleveland Snow, Div. Director  
0000000000

DE140330

| Quantity | UOM | Description  | Account           | Unit Price | Total     |
|----------|-----|--------------|-------------------|------------|-----------|
| 1.00     | SER | 2016 MONTHLY | 01-201-28-375-314 | 20,325.00  | 20,325.00 |

CHEMICALS- PERSHING FIELD POOL AND PAVONIA POOL  
JANUARY 1, 2016 THROUGH DECEMBER 31, 2016

MONTHLY MAINTENANCE AND CHEMICALS  
FACILITIES PERSHING FIELD, PAVONIA POOL

1. WARRANTY FLOWCELL, PROBES AND ROTARY FLOW  
SWITCH ON CURRENT CONTROLLERS.

2. ALL NECESSARY PPG ACCUTAB BLUE SI TABLETS IN  
55 LB. PAILS TO OPERATE POOLS

3. INCLUDE 5-50LB PPG INDUCLOR SHOCK FOR THE  
CONTRACT

4. INCLUDE (2) TWO TAYLOR K-2005 TEST KITS

5. WARRENTY ON THE 3140AT, AND THE 3070 AT  
CHLORINATORS AND ALL PATS AND LABOR FOR THE  
DURATION OF THE CONTRACT

6. ONE VISIT PER MONTH TO ENSURE SYSTEM IS IN  
PROPER OPERATION ALONG WITH CLEANING OF THE  
FEEDER AND CONTROL SYSTEM PROBES.

7. START -UP OF THE PAVONIA POOL CHEMICALS SYSTEM  
IN MAY, AND CLEAN OUT OF THE SYSWTEM IN SEPTEMBER

TOTAL CONTRACT AMOUNT \$20,325.00

PAYMENTS WILL BE MADE FROM TIME TO TIME ON  
PARTIAL PAYMENT VOUCHERS.

SEE ATTACHED 2 QUOTES.

Requisition Total 20,325.00

Req. Date: 01/20/2016

Requested By: ELIZABET

Buyer Id:

Approved By:



**This Is Not A Purchase Order**

*[Handwritten initials]*  
3/1/16

RECEIVED

2016 JAN 26 AM 11:32

CITY OF JERSEY CITY  
DIV. PARK MAINTENANCE

# EEO/AFFIRMATIVE ACTION REQUIREMENTS

## Goods, Professional Services and General Service Contracts

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

Jeana F. Abuan  
Affirmative Action Officer, Public Agency Compliance Officer  
Department of Administration  
Office of Equal Opportunity/Affirmative action  
280 Grove Street Room-103  
Jersey City NJ 07302  
Tel. #201-547- 4533  
Fax# 201-547-5088  
E-mail Address: [abuanJ@jcnj.org](mailto:abuanJ@jcnj.org)

(REVISED 4/13)

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

**GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS**

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

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

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

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

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

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

**EXHIBIT A (Continuation)**

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

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

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

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at [www.state.nj.us/treasury/contract\\_compliance](http://www.state.nj.us/treasury/contract_compliance))

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

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

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

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

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

Representative's Name/Title (Print): Sean P. Hayward - Vice President of Operations

Representative's Signature: [Signature]

Name of Company: Deep Run Aquatic Services, Inc.

Tel. No.: 215-766-0192

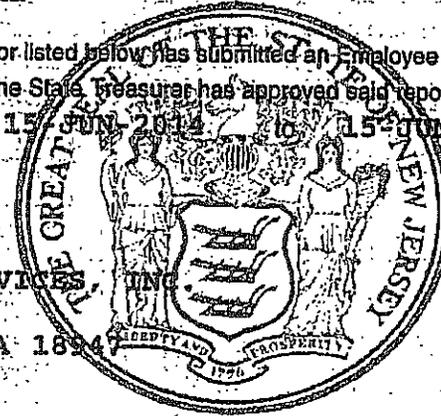
Date: 1-14-16

Certification 28519

**CERTIFICATE OF EMPLOYEE INFORMATION REPORT**  
**RENEWAL**

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of 15 JUN 2014 to 15 JUN 2021.

DEEP RUN AQUATIC SERVICES, INC.  
1823 DEEP RUN ROAD  
PIPERSVILLE PA 1894



  
Andrew P. Sidamon-Eristoff  
State Treasurer

STATE OF NEW JERSEY  
BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT OF TREASURY/  
DIVISION OF REVENUE  
PO BOX 252  
TRENTON, N J 08648-0252

TAXPAYER NAME:  
DEEP RUN AQUATIC SERVICES INC

ADDRESS:  
1823 DEEP RUN RD  
PIPERSVILLE PA 18947  
EFFECTIVE DATE:

08/31/09

TRADE NAME:

SEQUENCE NUMBER:  
1088886

ISSUANCE DATE:  
09/02/09

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

FORM BRC

NOT FOR REPRODUCTION

This certificate is not assignable or transferable and it is to be suspended if not displayed at above address.

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

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

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

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

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

Representative's Name/Title Print: Sean Haggerty / Vice President of Operations

Representative's Signature: [Signature]

Name of Company: Deep Run Aquatics Services Inc.

Tel. No.: 215-766-8182

Date: 1-14-16

## INSTRUCTIONS

### VENDOR ACTIVITY SUMMARY REPORTS

1. You should complete 4 blank Vendor Activity Summary Reports with your AA-302, Employee Information Report Renewal Application package. These 4 Reports are to be completed for new hires, promotions, transfers and terminations that took place between the time you received your Certificate of Employee Information Report (hereafter referred to as "Certificate") and the date of your Renewal Application.
2. The Vendor Activity Summary Reports must be completed to show your firm's total personnel actions for the previous Certificate period. For example, if your firm renews its Certificate every 3 years, one of the reports should indicate the total number of people hired during the entire 3-year period during which you held the Certificate. Another report should indicate the total number of people terminated during that 3-year period. The third report should indicate the total number of people transferred during that 3-year period and the final report should indicate the total number of people promoted during that 3-year period. Please note, there is no need to re-state the information provided on the AA-302 form.

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:

Deep Run Aquatic Services Inc.

Address:

1823 Deep Run Rd Pipersville PA 18947

Telephone No.:

215-766-0192

Contact Name:

Sean Haggerty

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

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:

Deep Run Aquatic Services

Signed:

[Signature]

Title:

Vice President of operations

Print Name:

Sean P. Hynoty

Date:

1-14-16

Subscribed and sworn before me  
this 14 day of January 2016.

My Commission expires:

[Signature], Pres.

(Affiant)

J. Michael Vincent, PRES.

(Print name & title of affiant)

(Corporate Seal)

[Signature]

COMMONWEALTH OF PENNSYLVANIA

NOTARIAL SEAL

Darlene Faye Duszka, Notary Public  
East Rockhill Twp., Bucks County  
My Commission Expires Oct. 26, 2019

MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

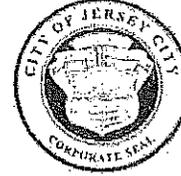
\*\*Pursuant to Section 2 of Ordinance 08-128, no contributions or solicitation of contributions made prior to the effective date Ordinance 08-128 (September 23, 2008) shall be deemed to be a violation of the Ordinance.



STEVEN M. FULOP  
MAYOR OF JERSEY CITY

CITY OF JERSEY CITY  
DEPARTMENT OF PUBLIC WORKS

13-15 LINDEN AVENUE EAST, 2ND FLOOR | JERSEY CITY, NJ 07305  
P: 201.547.4400 | F: 201.547.4803



MARK REDFIELD  
DIRECTOR

**MEMORANDUM**

**Date:** February 5, 2016

**To:** Rolando R. Lavarro, Jr; Council President and Members of the Municipal Council

**From:** Silendra Baijnauth, Fiscal Officer 

**Subject :** 2016 Budget Memo (Contract for Chemicals and Maintenance)

There exists a need for monthly maintenance and chemicals for Pershing and Pavonia Pools. This includes tablets, warranty on the 3140AT and 3070AT chlorinators and all parts, labor for the duration of the contract. One visit per month to ensure proper operation along with cleaning the feeder and control system probes.

**CONTRACT FUNDING (2016)**

- ❖ Expenditure is drawn down from Parks Maintenance operating account, 01-201-28-375-314.
- ❖ Contract is utilizing object # 314.
- ❖ Line object 314 is budgeted for \$120,000 in CY 2016 (various contracts).
- ❖ As of today (02/05/16), \$30,325.00 is encumbered and \$0.00 expended in object 314.
- ❖ Temporary budget amount for 314 is \$31,200.00, ending balance is \$875.00.
- ❖ DPW spent \$20,450.00 in 2015 for chemicals and maintenance at these two pools.

Should you have any questions/concerns or require further details regarding this matter, please do not hesitate to contact my office.

Thank you for your cooperation.

**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 Deep Run Aquatic Services Inc. (name of business entity) has not made any reportable contributions in the \*\*one-year period preceding January 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: 2016 year (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: Deep Run Aquatic Services

Signed: [Signature] Title: Vice President of operations

Print Name: Sean P. Harty Date: 1-14-16

Subscribed and sworn before me  
this 14 day of January 2016.  
My Commission expires:

[Signature], Pres.  
(Affiant)  
J. Michael Vincenty, Pres.  
(Print name & title of affiant) (Corporate Seal)

[Signature]

COMMONWEALTH OF PENNSYLVANIA  
NOTARIAL SEAL  
Darlene Faya Dusza, Notary Public  
East Rockhill Twp., Bucks County  
My Commission Expires Oct. 28, 2019  
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

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



# C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

## Contractor Instructions

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

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

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

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

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

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

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

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

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

The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law. NOTE: This section does not apply to Board of Education contracts.

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



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

**Part I - Vendor Affirmation**

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

|                                       |                                       |
|---------------------------------------|---------------------------------------|
| Election Fund for Steven Fulop (2013) | Councilperson Frank Gajewski          |
| Team Fulop                            | Councilperson Khemraj "Chico" Ramchal |
| Team Fulop Runoff                     | Councilperson Richard Boggiano        |
| Lavatto for Council                   | Councilperson Michael Yun             |
| Councilperson Joyce E. Watterman      | Councilperson Candice Osborne         |
| Councilperson Daniel Rivera           | Councilperson Diane Coleman           |

**Part II - Ownership Disclosure Certification**

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

Check the box that represents the type of business entity:

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

| Name of Stock or Shareholder | Home Address                              |
|------------------------------|-------------------------------------------|
| J. Michael Vincent 27%       | 4670 Plough Tavern Rd Doylestown PA 18902 |
| John D. Bray 27%             | 302 Windsor Run Doylestown PA 18901       |
| STEVEN R. COOPER 26%         | 179 Deacon Drive Jeffersonville PA 19403  |
| SEAN P. HAGGERTY 20%         | 923 Fillmore Rd East Norriton PA 19403    |
|                              |                                           |
|                              |                                           |
|                              |                                           |
|                              |                                           |
|                              |                                           |

**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: Deep Run Aquatic Services Inc.  
 Signed: [Signature] Title: Vice President of Operations  
 Print Name: SEAN P. HAGGERTY Date: 1-14-16

Subscribed and sworn before me this 14 day of January, 2016

My Commission expires: [Signature]

  
 (Affiant)  
J. MICHAEL VINCENT, PRES.  
 (Print name & title of affiant) (Corporate Seal)

**NOTARIAL SEAL**  
 Darlene Faye Dusza, Notary Public  
 East Rockhill Twp., Bucks County  
 My Commission Expires Oct. 25, 2019  
 MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES



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

City Clerk File No. Res. 16.120

10.Z.5

Agenda No. \_\_\_\_\_

Approved: FEB 24 2016

TITLE:



**RESOLUTION AUTHORIZING THE RENEWAL OF AN AGREEMENT BETWEEN THE CITY OF JERSEY CITY AND HORIZON BLUE CROSS/BLUE SHIELD OF NEW JERSEY TO ADMINISTER THE CITY'S SELF FUNDED HEALTH PLAN AS AN EXTRAORDINARY, UNSPECIFIABLE SERVICE (EUS)**

COUNCIL

OFFERED AND MOVED

ADOPTION OF THE FOLLOWING RESOLUTION:

**WHEREAS**, pursuant to N.J.S.A. 40A:11-5(1)(m), Resolution 13.849 approved on December 18, 2013 authorized a contract with Horizon Blue Cross/Blue Shield of New Jersey (Horizon) to administer the City of Jersey City's (City) self funded health plan for eligible employees of the City beginning January 1, 2014 and ending on December 31, 2014; and

**WHEREAS**, the City must continue to provide a health plan pursuant to collective bargaining agreements with municipal labor unions and pursuant to City Ordinance Section 53-40; and

**WHEREAS**, the City desires to renew the contract with Horizon, pursuant to an option listed in the original Request for Proposals, for a period of one (1) year effective as of January 1, 2016 and ending on December 31, 2016; and

**WHEREAS**, Horizon has submitted its Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance adopted on September 3, 2008; and

**WHEREAS**, the total amount of this contract renewal including administrative fees and self-funding of the health plan is Sixty-Five Million Dollars (\$65,000,000.00); and

**WHEREAS**, during the term of the contract the City Purchasing Agent is authorized to issue change orders, as necessary, to cover cost increases caused by the hiring of additional employees, or by increased utilization of the plan by employees; and

**WHEREAS**, funds in the amount of \$9,000,000.00 are available in the 2016 temporary calendar year budget in account No. 01-201-23-220-801, Department of Administration; and

**WHEREAS**, the remaining contract funds will be made available in the 2016 calendar year permanent budget.

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

1. Subject to such modifications as may be deemed necessary or appropriate by Corporation Counsel, the Mayor or Business Administrator is authorized to execute a contract, in substantially the form of the attached, with Horizon to administer the City's self funded health plan for a term of one (1) year effective as of January 1, 2016 and expiring on December 31, 2016 for a total contract amount not to exceed \$65,000,000.00.

TITLE:

**RESOLUTION AUTHORIZING THE RENEWAL OF AN AGREEMENT BETWEEN THE CITY OF JERSEY CITY AND HORIZON BLUE CROSS/BLUE SHIELD OF NEW JERSEY TO ADMINISTER THE CITY'S SELF FUNDED HEALTH PLAN AS AN EXTRAORDINARY, UNSPECIFIABLE SERVICE (EUS)**

- 2. Pursuant to N.J.A.C. 5:30-5.5(a), the continuation of the contract after the expenditures of funds encumbered in the 2016 calendar year temporary budget shall be subject to the availability and appropriation of sufficient funds in the 2016 calendar year permanent budget.
- 3. Upon certification by an official or an employee of the City authorized to attest that Horizon has provided services in accordance with the contract, then; payment to Horizon shall be made in accordance with the provisions of the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et seq.
- 4. The award of this agreement shall be subject to the condition that Horizon provides satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et seq.
- 5. A copy of this resolution shall be published in a newspaper of general circulation in the City of Jersey City as required by law within ten (10) days of the adoption of this resolution.
- 6. 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 the resolution.

I, Donna Mauer, 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. PO 120109 \$9,000,000.00

  
Donna Mauer  
Chief Financial Officer

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

APPROVED AS TO LEGAL FORM

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

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

Business Administrator

Corporation Counsel

Certification Required

Not Required

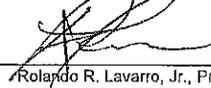
APPROVED 9-0

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE <u>2.24.16</u> |     |     |      |               |     |     |      |                |     |     |      |
|--------------------------------------------------------|-----|-----|------|---------------|-----|-----|------|----------------|-----|-----|------|
| COUNCILPERSON                                          | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON  | AYE | NAY | N.V. |
| GAJEWSKI                                               | ✓   |     |      | YUN           | ✓   |     |      | RIVERA         | ✓   |     |      |
| RAMCHAL                                                | ✓   |     |      | OSBORNE       | ✓   |     |      | WATTERMAN      | ✓   |     |      |
| BOGGIANO                                               | ✓   |     |      | COLEMAN       | ✓   |     |      | LAVARRO, PRES. | ✓   |     |      |

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

  
\_\_\_\_\_  
Rolando R. Lavarro, Jr., President of Council

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

**RESOLUTION FACT SHEET - CONTRACT AWARD**

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

**Full Title of Ordinance/Resolution**

RESOLUTION AUTHORIZING THE RENEWAL OF AN AGREEMENT BETWEEN THE CITY OF JERSEY CITY AND HORIZON BLUE CROSS/BLUE SHIELD OF NEW JERSEY TO ADMINISTER THE CITY'S SELF FUNDED HEALTH PLAN AS EXTRAORDINARY UNSPECIFIABLE SERVICES

**Project Manager**

|                     |                  |                                   |
|---------------------|------------------|-----------------------------------|
| Department/Division | HUMAN RESOURCES  | HEALTH BENEFITS                   |
| Name/Title          | MICHALINE YURCIK | SUPERVISING ADMINSTRATIVE ANALYST |
| Phone/email         | 547-5515         | Myurcik@jenj.org                  |

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

**Contract Purpose**

To provide medical coverage for employees, retirees and their eligible dependents, as per contractual agreement with unions.

The City desires to renew the contract for an additional year based on the original resolution 13.849 with the same fees.

**Cost (Identify all sources and amounts)**

Account: 01-201-23-220-801  
\$68,000,000.00 – one year

**Contract term (include all proposed renewals)**

One year (January 1, 2016 – December 31, 2016)

**Type of award**

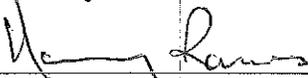
Other Exception

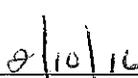
**If "Other Exception", enter type**

Insurance contracts are not subject to Pay to Play law.

**Additional Information**

I certify that all the facts presented herein are accurate.

  
Signature of Department Director

  
Date

**EXHIBIT A: SCHEDULE A – FINANCIAL TERMS**

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|                            |                              |
|----------------------------|------------------------------|
| <b>Group Name:</b>         | <b>City of Jersey City</b>   |
| <b>Term:</b>               | <b>1/1/2016 – 12/31/2016</b> |
| <b>Group Number:</b>       | <b>86220</b>                 |
| <b>Current Enrollment:</b> | <b>4,537</b>                 |

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**SECTION A-1: FEES**

**A-1.1 Administrative Fees and Other Fees.** The following charges shall be in effect for the Terms specified hereunder based on Contract Holder's Current Enrollment:

*Administrative Fees:*

Year 1 (effective 1/1/2016 – 12/31/2016)

Health

Actives / Under 65 Retirees                      \$27.40 per contract per month

Medicare Primary                                      \$18.30 per contract per month

*Other Fees:*

Utilization Review Charge:                      Included in above admin fee.

Claims Fiduciary Charge:                        \$1.00 per contract per month

Stop Loss Interface Fee:

Standard Reporting                                \$0.00 per contract per month

Stop Loss Reporting Fee of \$1.25 pcpm will be implemented on 1/1/2017.

**Ancillary Services Fees:**

- 1. Medical Injectables Program                      Included in above Administrative Fee

**BlueCard® Program Access Fees:**            *Included as part of Contract Holder's Incurred Claims.*

- 1. For In-Network BlueCard® Claims: Following percentage scale of network savings, capped at \$2,000.00 per Claim.

|                                                                                 |
|---------------------------------------------------------------------------------|
| 4.64% in 2016 for fewer than 1,000 PPO or traditional enrolled Blue contracts   |
| 2.59% in 2016 for 1,000–9,999 Blue PPO or traditional enrolled Blue contracts   |
| 2.40% in 2016 for 10,000–49,999 Blue PPO or traditional enrolled Blue contracts |

*\*\*Please note that the applicable scale and percentages are only current and accurate as of the day of the issuance of this Schedule A. Modifications or changes to BlueCard® Program Access Fees, as with other Inter-Plan Arrangement fees, are generally made effective January 1 of the calendar year but may occur at any time during the year. Pursuant to Contract Holder's Administrative Services Agreement with Horizon BCBSNJ, Horizon BCBSNJ will provide thirty (30) days' advance written notice of any modification or change to the BlueCard® Program Access Fees.*

- 2. For Out-of-Network BlueCard® Claims: \$3.00 per Claim.

*Additional Information regarding BlueCard® Program Access Fee: Only the BlueCard Program Access Fee may be charged separately each time a claim is processed through the BlueCard Program. All other BlueCard Program-related fees are included in the general Administrative Fee. The BlueCard Program Access Fee is charged by the Host Blue to Horizon BCBSNJ for making its applicable provider network available to Contract Holder's Participants. The Access Fee is charged on a per-claim basis and is charged as a percentage of the discount/differential Horizon BCBSNJ receives from the applicable Host Blue subject to a maximum of \$2,000 per claim. When charged, Horizon BCBSNJ passes the Access Fee directly on to Contract Holder. Horizon BCBSNJ's Administrative Fee already includes the following BlueCard Program-related fees other than the BlueCard Program Access Fee: namely, Administrative Expense Allowance (AEA) Fee, Central Financial Agency Fee, ITS Transaction Fee, Toll-Free Number Fee, PPO Provider Directory Fee and BlueCard Worldwide Program Fees, if applicable.*

Summary Plan Description:                      If applicable, reasonable printing and postage cost incurred by Horizon BCBSNJ.

**A-1.2 Working Capital Amount.** The following Working Capital Amount shall be in effect for the stated period:

*Working Capital Amount:*                      \$1,932,823

Contract Holder shall remunerate to Horizon BCBSNJ the stated Working Capital Amount in accordance

*Administrative Service Agreement Exhibit A*

with the Agreement. Horizon BCBSNJ has the right to annually adjust the Working Capital Amount in accordance with the terms of this Schedule A.

- A-1.3 External Appeals.** To the extent that Contract Holder's Plan is grandfathered, as that term is defined in the Patient Protection and Affordable Care Act ("Affordable Care Act"), Horizon BCBSNJ understands that the Plan is not subject to that Affordable Care Act's provisions with respect to required external appeals for as long as the Plan's grandfathered status is maintained.

If Contract Holder's Plan is not grandfathered, Contract Holder may elect to have Horizon BCBSNJ, for the fee of, up to, \$450 per external appeal, administer such external appeals in cooperation with Horizon BCBSNJ's designated Independent Review Organizations (IROs). If Contract Holder elects not to do so, Contract Holder shall be solely responsible for the administration of such external appeals, in which event there shall be no charge for the Claims data and supporting documentation Horizon BCBSNJ provides to Contract Holder's selected IROs.

- A-1.4 Claims Re-Pricing and Negotiation Services.** If benefits are provided under Contract Holder's Plan for which services were delivered or otherwise provided by a Non-Network Provider, Horizon BCBSNJ may negotiate and/or re-price Claims for such Non-Network Provider services through the use of internal or external resources of its choice to make available savings in Out-of-Network Claims (such savings realized to be referred to as "Out-of-Network Claims Savings").

*Claims Re-Pricing and Negotiation Fee(s):* At reasonable Horizon BCBSNJ internal and external administrative cost not to exceed the Out-of-Network Claims Savings.

- A-1.5 Broker Payment Administration.** Where applicable, Horizon BCBSNJ administers payment of broker commissions ("Broker Payments") as specifically directed by Contract Holder as follows:

*Producer Compensation:* \$7.00 per contract per month

- A-2.1 Billing of Claims.** The following billing terms shall apply to with respect to the Plan's Claims:

**OPTION 3 (Weekly)**

Horizon BCBSNJ will provide Contract Holder with weekly invoices of Paid Claims for the prior week's Monday through Sunday. Contract Holder shall remit payment of the amount due ("Claims Due") within one banking day of the invoice date via bank wire or ACH electronic funds transfer to a Horizon BCBSNJ designated bank account.

- A-2.2 Conflicts.** This Schedule incorporates the terms and conditions of the Agreement including any prior Schedule A entered into between the parties. In the event of a conflict between the terms of the Agreement including any prior Schedule A and the terms of this Schedule A, this Schedule A shall govern if it is a later executed counterpart to the Agreement.

*Administrative Service Agreement Exhibit A*

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**NOW, THEREFORE**, Contract Holder represents to Horizon BCBSNJ that it accepts this Schedule, including the above fees, terms and conditions and acknowledges that this Schedule incorporates the terms and conditions of any prior Schedule A. In the event of a conflict between this Schedule and any prior schedules the provisions of this Schedule shall govern and supersede any conflicting provisions. Contract Holder further represents that the person signing this Schedule is an authorized representative of Contract Holder with sufficient legal authority.

**City of Jersey City**

By: \_\_\_\_\_  
Printed: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**Horizon Blue Cross Blue Shield of New Jersey**

By: \_\_\_\_\_  
Printed: Joseph J. Albano  
Vice President, Commercial and Major  
Title: Accounts  
Date: \_\_\_\_\_

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

City Clerk File No. Res. 16.121

Agenda No. 10.Z.6

Approved: FEB 24 2016

TITLE:



**RESOLUTION AMENDING A PROFESSIONAL SERVICES AGREEMENT WITH THE FIRM OF SHAIN, SCHAFER & RAFANELLO, ESQS. TO PROVIDE LEGAL SERVICES TO REPRESENT THE CITY OF JERSEY CITY IN THE MATTER OF REALTY APPRAISAL COMPANY v. CITY OF JERSEY CITY**

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

**WHEREAS**, the Municipal Council of the City of Jersey City approved Resolution 15-768 on October 28, 2015 authorizing a professional services agreement with the law firm of Shain, Schaffer & Raffanello, Esqs., 150 Morristown Road, Suite 105, Bernardsville, NJ 07924 as Special Counsel to represent the City of Jersey City in the matter of Realty Appraisal Company v. City of Jersey City; and

**WHEREAS**, the City of Jersey City was named in a complaint alleging that the City of Jersey City owes payment for work it completed on tax revaluations; and

**WHEREAS**, the firm of Shain, Schaffer & Rafanello, Esqs. agreed to perform these services at the same rate of **\$150.00 per hour** for a total amount not to exceed **\$75,000**, including expenses; and

**WHEREAS**, Shain, Schaffer & Rafanello, Esqs. possesses the skills and expertise to perform these services; and

**WHEREAS**, N.J.S.A.40A:11-15 requires professional services contracts to be renewed on an annual basis; and

**WHEREAS**, in September 2015, the City publicly advertised a Request for Qualifications (RFQ) using the "fair and open process" as described under Pay-to-Play Law; and

**WHEREAS**, Shain, Schaffer & Rafanello, Esqs. Submitted a Qualification Statement in response to the City's RFQ; and

**WHEREAS**, this contract is made in accordance with the "fair and open process" of the Pay-to-Play Law; and

**WHEREAS**, Shain, Schaffer & Rafanello, Esqs. has submitted its Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance 08-128 adopted on September 3, 2008; and

**WHEREAS**, funds are available for the cost of these services in Account No.: **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 contract with Shain, Schaffer & Rafanello, Esqs. is hereby awarded for one year, for a total amount to be increased by an additional **\$75,000** for a total amount of **\$325,000**.
2. This contract award 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 AMENDING A PROFESSIONAL SERVICES AGREEMENT WITH THE FIRM OF SHAIN, SCHAFFER & RAFANELLO, ESQS. TO PROVIDE LEGAL SERVICES TO REPRESENT THE CITY OF JERSEY CITY IN THE MATTER OF REALTY APPRAISAL COMPANY v. CITY OF JERSEY CITY**

3. 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.

4. A copy of the 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.

5. 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.

6. 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.

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

:lgp  
2/3/16

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 2.24.16 |     |     |      |               |     |     |      |                |     |     |      |
|-------------------------------------------------|-----|-----|------|---------------|-----|-----|------|----------------|-----|-----|------|
| COUNCILPERSON                                   | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON  | AYE | NAY | N.V. |
| GAJEWSKI                                        | ✓   |     |      | YUN           | ✓   |     |      | RIVERA         | ✓   |     |      |
| RAMCHAL                                         | ✓   |     |      | OSBORNE       | ✓   |     |      | WATTERMAN      | ✓   |     |      |
| BOGGIANO                                        | ✓   |     |      | COLEMAN       | ✓   |     |      | LAVARRO, PRES. | ✓   |     |      |

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

  
\_\_\_\_\_  
Rolando R. Lavarro, Jr., President of Council

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

**RESOLUTION FACT SHEET - CONTRACT AWARD**

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

**Full Title of Ordinance/Resolution**

**RESOLUTION AMENDING A PROFESSIONAL SERVICES AGREEMENT TO THE FIRM OF SHAIN, SCHAFFER & RAFANELLO, ESQS. TO PROVIDE LEGAL SERVICES TO REPRESENT THE CITY OF JERSEY CITY IN THE MATTER OF REALTY APPRAISAL COMPANY v. CITY OF JERSEY CITY**

**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 Realty Appraisal Company against the City of Jersey City. Due to a conflict, outside counsel was hired.

**Cost (Identify all sources and amounts)**

IFC  
16-14-298-56-000-856

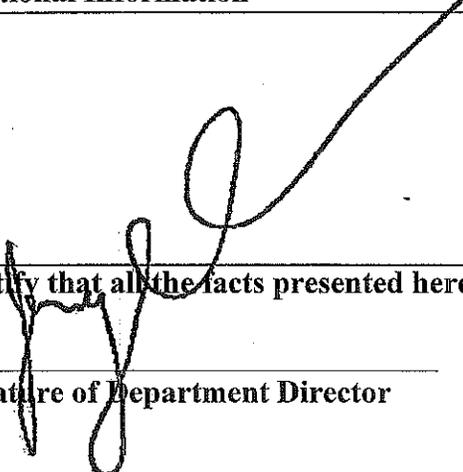
**Contract term (include all proposed renewals)**

One Year

Type of award

If "Other Exception", enter type

**Additional Information**



I certify that all the facts presented herein are accurate.

Signature of Department Director

Date

## 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**, 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 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 is hired to work on the case of *Realty Appraisal Company v. City of Jersey City*. Outside Counsel shall be compensated at the rate of \$150.00 per hour, including expenses. 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.

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 overhead 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:**

**Shain, Schaffer & Rafanello, P.C.**

---

**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: \_\_\_\_\_

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

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

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

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

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

Representative's Name/Title Print: Marguerite M. Schaffer, Managing Principal

Representative's Signature: \_\_\_\_\_

Name of Company: Shain, Schaffer & Rafanello, P.C.

Tel. No.: (908) 953-9300

Date: 2/3/16

**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](http://www.state.nj.us/treasury/contract/compliance))

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

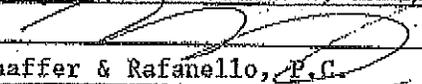
The undersigned vendor certifies on their company's receipt, knowledge and commitment to comply with:

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

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

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

Representative's Name/Title (Print): Marguerite M. Schaffer, Managing Principal

Representative's Signature: 

Name of Company: Shain, Schaffer & Rafanello, P.C.

Tel. No.: (908) 953-9300

Date: 2/3/16

**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: Shain, Schaffer & Rafanello, P.C.  
 Address : 150 Morristown Road, Suite 105, Bernardsville, NJ 07924  
 Telephone No. : (908) 953-9300  
 Contact Name : Marguerite M. Schaffer

Please check applicable category :

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

**Definitions**

**Minority Business Enterprise**

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

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

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

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

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

**Woman Business Enterprise**

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

**OFFICE OF EQUAL OPPORTUNITY COPY**

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

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

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

Business Name: Shain, Schaffer & Rafanello, P.C.

Address: 150 Morristown Road, Suite 105, Bernardsville, NJ 07924

Telephone No.: (908) 953-9300

Contact Name: Marguerite M. Schaffer

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**

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

**Part I - Vendor Affirmation**

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

|                                       |                                       |
|---------------------------------------|---------------------------------------|
| Election Fund for Steven Fulop (2013) | Councilperson Frank Gajewski          |
| Team Fulop                            | Councilperson Khetraj "Chico" Ramchal |
| Team Fulop Runoff                     | Councilperson Richard Boggiano        |
| Lavarro for Council                   | Councilperson Michael Yun             |
| Councilperson Joyce E. Wattetman      | Councilperson Candice Osborne         |
| Councilperson Daniel Rivera           | Councilperson Diane Coleman           |

**Part II - Ownership Disclosure Certification**

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

Check the box that represents the type of business entity:

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

| Name of Stock or Shareholder | Home Address                           |
|------------------------------|----------------------------------------|
| Joel L. Shain                | 67 Childs Rd., Bernardsville, NJ 07924 |
| Marguerite M. Schaffer       | 25 Ashley Ct., Bedminster, NJ 07921    |
|                              |                                        |
|                              |                                        |
|                              |                                        |
|                              |                                        |
|                              |                                        |

**Part 3 - Signature and Attestation:**

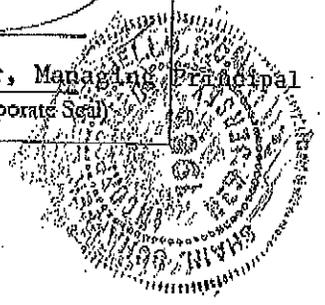
The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: Shain, Schaffer & Rafanello, P.C.  
Signed: \_\_\_\_\_ Title: Managing Principal  
Print Name: Marguerite M. Schaffer Date: 2/3/16

Subscribed and sworn before me this 2 day of February, 2016

*Jennifer S. Clark*  
**JENNIFER S. CLARK**  
NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires 12/27/2019

*Marguerite M. Schaffer*  
(Affiant)  
**Marguerite M. Schaffer, Managing Principal**  
(Print name & title of affiant) (Corporate Seal)



**CERTIFICATION OF COMPLIANCE WITH THE CITY OF JERSEY CITY  
CONTRACTOR PAY-TO-PLAY REFORM ORDINANCE 08-128 ADOPTED  
ON SEPTEMBER 3, 2008**

**PART I - Vendor Affirmation**

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that Shain, Schaffer & Rafanello, P.C. (name of business entity) has not made any reportable contributions in the **\*\*one-year period** preceding December 15, 2015 (date City Council awards contract) that would be deemed to be violations of Section One of the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128 (attached hereto) and that would bar the award of this contract. I further certify that during the term of the contract Shain, Schaffer & Rafanello, P.C. (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: Shain, Schaffer & Rafanello, P.C.

Signed: [Signature] Title: Managing Principal

Print Name: Marguerite M. Schaffer Date: 2/3/16

Subscribed and sworn before me  
this 3 day of Feb., 2016

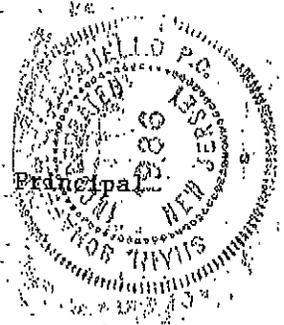
My Commission expires:



[Signature]

**JENNIFER S. CLARK  
NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires 12/27/2016**

[Signature]  
(Affiant)  
Marguerite M. Schaffer, Managing Principal  
(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.**



01/07/10

Taxpayer Identification# 223-011-616/000

Dear Business Representative:

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

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

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

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

If you have any questions or require more information, feel free to call our Registration Hotline at (609) 792-1297.

I wish you continual success in your business endeavors.

Sincerely,

James J. Patsalone  
Director  
New Jersey Division of Revenue

|                                                                                                                                     |                                            |                                                                                                 |
|-------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------|-------------------------------------------------------------------------------------------------|
| <b>STATE OF NEW JERSEY</b>                                                                                                          |                                            | <b>DEPARTMENT OF TREASURY<br/>DIVISION OF REVENUE<br/>PO BOX 170<br/>TRENTON, NJ 08646-0170</b> |
| <b>BUSINESS REGISTRATION CERTIFICATE</b>                                                                                            |                                            |                                                                                                 |
| TAXPAYER NAME:                                                                                                                      | TRADE NAME:                                |                                                                                                 |
| SHAIN SCHAFFER, RAFANELLO, P.C.                                                                                                     |                                            |                                                                                                 |
| ADDRESS:                                                                                                                            | SEQUENCE NUMBER:                           |                                                                                                 |
| 150 MORRISTOWN STE 105<br>BERNARDSVILLE NJ 07924                                                                                    | 0557809                                    |                                                                                                 |
| EFFECTIVE DATE:                                                                                                                     | ISSUANCE DATE:                             |                                                                                                 |
| 04/02/86                                                                                                                            | 01/07/10                                   |                                                                                                 |
|                                                                                                                                     |                                            |                                                                                                 |
|                                                                                                                                     | Director<br>New Jersey Division of Revenue |                                                                                                 |
| FORM BRC<br><small>This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.</small> |                                            |                                                                                                 |

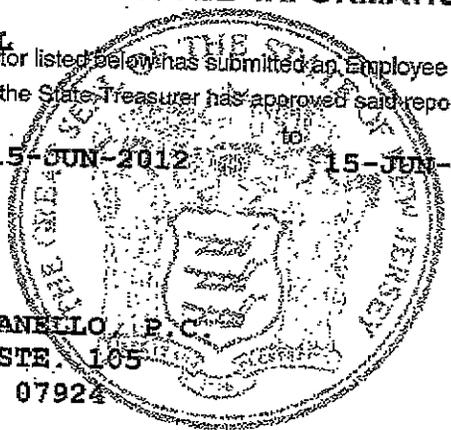
Certification 25054

### CERTIFICATE OF EMPLOYEE INFORMATION REPORT

**RENEWAL**

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

15-JUN-2012 to 15-JUN-2019



SHAIN, SCHAFER & RAFANELLO, P.C.  
150 MORRISTOWN ROAD, STE. 105  
BERNARDSVILLE NJ 07924



*[Signature]*  
Andrew P. Sidamon-Eristoff  
State Treasurer

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

City Clerk File No. Res. 16.122

Agenda No. 10.Z.7

Approved: FEB 24 2016

TITLE:



**RESOLUTION REAUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH LOCKE LORD, LLP TO REPRESENT THE CITY OF JERSEY CITY, THE JERSEY CITY POLICE DEPARTMENT, LT. MARK COWAN, LT. ANTHONY GENOVA AND POLICE OFFICER AHMED AZMY IN THE MATTER OF KHAREEM MILLER, 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 No. 15-021 on January 14, 2015 authorizing a professional services agreement with the law firm of Locke Lord, LLP, 44 Whippany Road, Morristown, NJ 07960 to represent the City of Jersey City, the Jersey City Police Department, Lt. Mark Cowan, Lt. Anthony Genova and Police Officer Ahmed Azmy that have been named in a civil rights complaint filed in the Superior Court of New Jersey by Khareem Miller alleging violation of his first amendment rights; and

**WHEREAS**, the Corporation Counsel has recommended the reappointment of outside counsel to represent the City of Jersey City, Jersey City Police Department, Lt. Mark Cowan, Lt. Anthony Genova and Police Officer Ahmed Azmy 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 of the remaining balance from the previous contract in the amount of **\$35,467.34**; and

**WHEREAS**, N.J.S.A. 19:44A-20.4 et seq. (the Pay-to-Play Law) took effect on January 1, 2006; and

**WHEREAS**, this contract is made in accordance with the "fair and open process" of the Pay-to-Play Law; and

**WHEREAS**, in September 2015, the City publicly advertised a Request for Qualifications (RFQ) using the "fair and open process" as described under the Pay-to-Play Law; and

**WHEREAS**, Locke Lord, LLP submitted a Qualification Statement in response to the City's RFQ; and

**WHEREAS**, N.J.S.A. 40A:11-15 requires professional services contracts to be renewed on an annual basis; and

**WHEREAS**, Locke Lord, LLP has submitted its Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance 08-128 adopted on September 3, 2008; and

**WHEREAS**, funds are available for the costs of these services in **Account No: 16-14-298-56-000-856**

**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 Locke Lord, LLP to represent the City of Jersey City, the Jersey City Police Department, Lt. Mark Cowan, Lt. Anthony Genova and Police Officer Ahmed Azmy in the Khareem Miller litigation, for a total amount of

City Clerk File No. Res. 16.122

Agenda No. 10.2.7 FEB 24 2016

TITLE:

**RESOLUTION REAUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH LOCKE LORD, LLP TO REPRESENT THE CITY OF JERSEY CITY, THE JERSEY CITY POLICE DEPARTMENT, LT. MARK COWAN, LT. ANTHONY GENOVA AND POLICE OFFICER AHMED AZMY IN THE MATTER OF KHAREEM MILLER. V. CITY OF JERSEY CITY ET AL.**

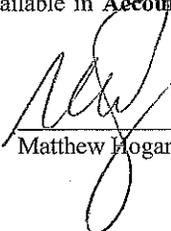
the remaining balance from the previous contract in the amount of \$35,467.34, including expenses.

2. This contract award 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

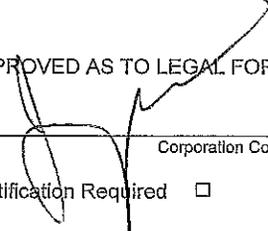
:jgp  
1/21/16

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

APPROVED AS TO LEGAL FORM

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

Business Administrator

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

Certification Required

Not Required

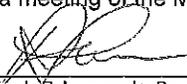
**APPROVED 9-0**

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE 2.24.16 |     |     |      |               |     |     |      |                |     |     |      |
|-------------------------------------------------|-----|-----|------|---------------|-----|-----|------|----------------|-----|-----|------|
| COUNCILPERSON                                   | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON  | AYE | NAY | N.V. |
| GAJEWSKI                                        | ✓   |     |      | YUN           | ✓   |     |      | RIVERA         | ✓   |     |      |
| RAMCHAL                                         | ✓   |     |      | OSBORNE       | ✓   |     |      | WATTERMAN      | ✓   |     |      |
| BOGGIANO                                        | ✓   |     |      | COLEMAN       | ✓   |     |      | LAVARRO, PRES. | ✓   |     |      |

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

  
\_\_\_\_\_  
Rolando R. Lavarro, Jr., President of Council

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

**RESOLUTION FACT SHEET - CONTRACT AWARD**

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

**Full Title of Ordinance/Resolution**

**RESOLUTION REAUTHORIZING A PROFESSIONAL SERVICE AGREEMENT WITH LOCKE LORD, LLP TO REPRESENT THE CITY OF JERSEY CITY, JERSEY CITY POLICE DEPARTMENT, LT. MARK COWAN, LT. ANTHONY GENOVA AND POLICE OFFICER AHMED AZMY IN THE MATTER OF KHAREEM MILLER, 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.)

Reauthorize the Contract for Calendar Year 2016-2017-No additional funds.

A Complaint was filed by Khareem Miller against the City of Jersey City, Jersey City Police Department, Lt. Mark Cowan, Lt. Anthony Genova and Police Officer Ahmed Azmy in the Superior Court of New Jersey alleging violation of his first amendment rights. Due to a conflict of interest, it was necessary to ~~continue to~~ hire outside counsel.

**Cost (Identify all sources and amounts)**

Insurance Fund Commission. 16-14-298-56-000-856- No additional funds.

**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**

**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**, 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 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 is hired to work on the case of Khareem Miller v. City of Jersey City, Jersey City Police Department, Lt. Mark Cowan, Lt. Anthony Genova and Police Officer Ahmed Azmy. Outside Counsel shall be compensated at the rate of **\$150.00** per hour, including expenses for a total amount of the remaining balance from the previous contract in the amount of **\$35,467.34**.

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. 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 overhead 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:**

**Locke Lord, LLP**

\_\_\_\_\_  
**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: \_\_\_\_\_

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

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

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

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

Representative's Name/Title Print: George R. Talarico  
Representative's Signature: [Signature]  
Name of Company: Locke Lord LLP  
Tel No.: (973) 520-2300 Date: 6/23/2015

**EXHIBIT A (Continuation)**

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

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

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

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at [www.state.nj.us/treasury/contract\\_compliance](http://www.state.nj.us/treasury/contract_compliance))

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

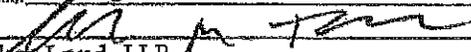
The undersigned vendor certifies on their company's receipt, knowledge and commitment to comply with:

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

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

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

Representative's Name/Title (Print): George R. Talarico, Partner

Representative's Signature: 

Name of Company: Locke Lord LLP

Tel. No.: (973) 520-2300 Date: 6/23/15

**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 : Locke Lord LLP  
 Address : 44 Whippany Road, Morristown, NJ 07960  
 Telephone No. : (973) 520-2300  
 Contact Name : George R. Talarico

Please check applicable category :

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

**Definitions**  
**Minority Business Enterprise**

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

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

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

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

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

**Woman Business Enterprise**

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

**OFFICE OF EQUAL OPPORTUNITY COPY**

**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 *LOCKE LORD LLP* *<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 *NOVEMBER 18, 2015* *(date-of-award-scheduled for approval of the contract by the governing body)* to any of the following named candidate committee, joint candidates committee; or political party committee representing the elected officials of the *City* *<name of entity of elected officials>* as defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (r). *(SEE ATTACHE D)*

|                                       |                                       |
|---------------------------------------|---------------------------------------|
| Election Fund for Steven Fulop (2013) | Councilperson Frank Gajewski          |
| Team Fulop                            | Councilperson Khemraj "Chico" Ramchal |
| Team Fulop Runoff                     | Councilperson Richard Boggiano        |
| Lavarro for Council                   | Councilperson Michael Yun             |
| Councilperson Joyce E. Watterman      | Councilperson Candice Osborne         |
| Councilperson Daniel Rivera           | Councilperson Diane Coleman           |

**Part II - Ownership Disclosure Certification**

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

Check the box that represents the type of business entity:

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

| Name of Stock or Shareholder | Home Address |
|------------------------------|--------------|
| <i>None</i>                  |              |
|                              |              |
|                              |              |
|                              |              |
|                              |              |
|                              |              |
|                              |              |
|                              |              |

**Part 3 - Signature and Attestation:**

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

Name of Business Entity: *LOCKE LORD LLP*  
 Signed: *George R. Talardo* *PARTNER-IN-CHARGE, NJ OFFICE*  
 Print Name: *GEORGE R. TALARDO* Date: *11-18-15*

Subscribed and sworn before me this *18* day of *November*, 2015

My Commission expires:

*Carol Ann Krognan*  
 (Affiant)  
*Carol Ann Krognan*  
 (Print name & title of affiant) (Corporate Seal)

**CAROL A. KROGNAN**  
**A NOTARY PUBLIC OF NEW JERSEY**  
**MY COMMISSION EXPIRES APRIL 13, 2017**



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 Locke Lord LLP (name of business entity) has not made any reportable contributions in the \*\*one-year period preceding June 23, 2015 (date City Council awards contract) that would be deemed to be violations of Section One of the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128 (attached hereto) and that would bar the award of this contract. I further certify that during the term of the contract Locke Lord 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:

Signed   
Print Name George R. Talarico

Title: Partner  
Date: 6/23/15

Subscribed and sworn before me  
this 23 day of June, 2015.  
My Commission expires:

**CAROL A. KROGMAN  
A NOTARY PUBLIC OF NEW JERSEY  
MY COMMISSION EXPIRES APRIL 13, 2017**

(Affiant)

(Print name & title of affiant) (Corporate Seal)

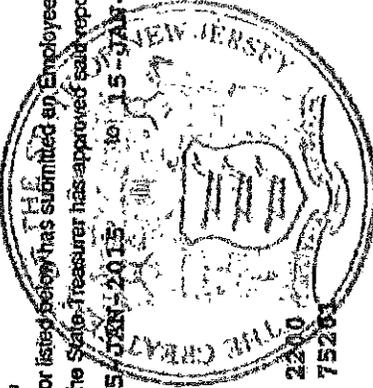
\*\*Pursuant to Section 2 of Ordinance 08-128, no contributions or solicitation of contributions made prior to the effective date Ordinance 08-128 (September 23, 2008) shall be deemed to be a violation of the Ordinance.

Certification 24335

**CERTIFICATE OF EMPLOYEE INFORMATION REPORT  
RENEWAL**

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

15 JAN 2015 to 15 JAN 2018



LOCKE LORD, LLP  
2200 ROSS AVE., SUITE 2200  
DALLAS TX 75201



Andrew P. Skamont-Erisoff  
State Treasurer



STATE OF NEW JERSEY  
BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: LOCKE LORD LLP  
Trade Name:  
Address: 44 WHIPPANY RD STE 280  
MORRISTOWN NJ 07960-4858  
Certificate Number: 1935220  
Effective Date: February 27 2015  
Date of Issuance: August 31 2015

For Office Use Only:  
20150831160939361

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

City Clerk File No. Res. 16.123

Agenda No. 10.Z.8

Approved: FEB 24 2016

TITLE:



**RESOLUTION AUTHORIZING THE AWARD OF A PROFESSIONAL SERVICES CONTRACT TO SUBURBAN CONSULTING ENGINEERS INC. IN CONNECTION WITH A BOUNDARY & TOPOGRAPHIC SURVEY FOR THE LEONARD GORDON PARK - RENOVATION, PROJECT NO. 2015-007 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 professional land surveyor to provide a topographic survey of Block 3501 - Lot 14, Leonard Gordon Park, Jersey City, New Jersey; and

**WHEREAS**, the City has solicited and received quotes from the following firms:

|                                                |                 |
|------------------------------------------------|-----------------|
| Suburban Consulting Engineers Inc.             | \$17,650.00     |
| Tectonic Engineering and Surveying Consultants | \$17,800.00     |
| EKA Associates, P.A.                           | \$24,525.00     |
| Maser Consulting, P.A.                         | \$31,800.00     |
| Borbas Surveying and Mapping, LLC              | Did not respond |

**WHEREAS**, Suburban Consulting Engineers Inc., 96 U.S. Highway 206, Suite 101, Flanders, New Jersey New Jersey 07836 possesses the necessary qualifications to undertake this project and has submitted the attached proposal dated January 22, 2016, which the Division of Architecture considers reasonable; and

**WHEREAS**, the City is acquiring these services directly and openly as a statutorily permitted contract pursuant to the provisions of N.J.S.A. 19:44A 20.4 et seq. (Pay to Play Law); and

**WHEREAS**, these services qualify as professional services exempt from public bidding under Local Public Contracts Law, N.J.S.A. 40A:11A-1 et seq.; and

**WHEREAS**, the City's Director of Architecture, Engineering and Traffic has determined and certified in writing that the value of the contract exceeds \$17,500.00; and

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

**WHEREAS**, Suburban has submitted a Chapter 271 Political Contribution Disclosure certification at least 10 days prior to the award of this contact; and

**WHEREAS**, Suburban 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**, Suburban agrees to provide these services for a sum not to exceed \$17,650.00 which funds are available in Capital Building Account 04-215-55-933-990; and

**WHEREAS**, these funds are available for this expenditure from Various City Parks - Capital Account:

04-215-55-933-990

P.O. No. 119860

\$17,650.00

City Clerk File No. Res. 16.123

Agenda No. 10.7.8 FEB 24 2016

TITLE: **RESOLUTION AUTHORIZING THE AWARD OF A PROFESSIONAL SERVICES CONTRACT TO SUBURBAN CONSULTING ENGINEERS INC. IN CONNECTION WITH A BOUNDARY AND TOPOGRAPHIC SURVEY FOR LEONARD GORDON PARK - RENOVATION, PROJECT NO. 2015-007 FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF ARCHITECTURE.**

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 Mayor or Business Administrator is authorized to execute a professional services agreement in substantially the form of the attached with the firm of Suburban Consulting Engineers Inc. commencing on the date the contract is executed by City Officials.
2. The term of the contract is eight (8) weeks for a lump sum fee not to exceed SEVENTEEN THOUSAND SIX HUNDRED FIFTY AND 00/100 DOLLARS (\$17,650.00).
3. 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.;
4. A copy of this Resolution be published in a newspaper of general circulation within the municipality within ten (10) days of the approval of this Resolution.
5. The Business Entity Disclosure Certification, Chapter 271 Political Contribution Disclosure Certification, Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance, and the Determination of Value Certification attached hereto and incorporated herein by reference, shall be placed on file with this resolution.

I, Donna Mau (DONNA MAUER), as Chief Financial Officer, hereby certifies that these funds are available for this expenditure in Account No. 04-215-55-933-990 for payment of the above Resolution. PO 119860 \$17,650.00

January 29, 2016  
RR/ab

APPROVED: \_\_\_\_\_  
APPROVED: [Signature]  
Business Administrator

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

APPROVED 9-0

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE 2.24.16 |     |     |      |               |     |     |      |                |     |     |      |
|-------------------------------------------------|-----|-----|------|---------------|-----|-----|------|----------------|-----|-----|------|
| COUNCILPERSON                                   | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON  | AYE | NAY | N.V. |
| GAJEWSKI                                        | ✓   |     |      | YUN           | ✓   |     |      | RIVERA         | ✓   |     |      |
| RAMCHAL                                         | ✓   |     |      | OSBORNE       | ✓   |     |      | WATTERMAN      | ✓   |     |      |
| BOGGIANO                                        | ✓   |     |      | COLEMAN       | ✓   |     |      | LAVARRO, PRES. | ✓   |     |      |

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

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

[Signature]  
Rolando R. Lavarro, Jr., President of Council

[Signature]  
Robert Byrne, City Clerk

**RESOLUTION FACT SHEET - CONTRACT AWARD**

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

**Full Title of Ordinance/Resolution**

**RESOLUTION AUTHORIZING AWARD OF A PROFESSIONAL SERVICE CONTRACT TO SUBURBAN CONSULTING ENGINEERS INC. IN CONNECTION WITH A BOUNDARY & TOPOGRAPHIC SURVEY FOR THE LEONARD GORDON PARK - RENOVATION, PROJECT NO. 2015-007 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@cnj.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 is planning to renovate Leonard Gordon Park. There is a need for a Boundary and Topographic Survey of the perimeter of the park. The survey will include existing grades, location of existing road, trees (wooded areas) and other significant improvements and infrastructure currently existing on the specified portion of the 5.7 acres site.

**Cost (Identify all sources and amounts)**

\$17,650.00 (Various City Parks)  
04-215-55-933-990

**Contract term (include all proposed renewals)**

The term of this will be Eight (8) weeks after award of the contract.

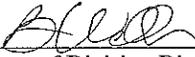
Type of award

If "Other Exception", enter type

**Additional Information**

Survey will enable architect and engineer to develop construction documents for renovation of a public park.

I certify that all the facts presented herein are accurate.

  
Signature of Division Director

1/29/16  
Date

## DETERMINATION OF VALUE CERTIFICATION

Brian F. Weller, A.S.L.A, L.L.A., of full age, hereby certifies as follows:

1. I am the Director of the Division of Architecture of the City of Jersey City and have knowledge of the services needed for the Department of Administration, Division of Architecture.
2. The City of Jersey City requires the professional services of professional land surveyor, Suburban Consulting Engineering Inc.
3. The City received a quotation for services from Suburban Consulting Engineers, Inc., qualified consultant pursuant to N.J.S.A. 40A:11-1.
4. I recommend awarding this contract to Suburban Consulting Engineers Inc..
5. The term of the contract eight (8) weeks as of the date of contract award.
6. The estimated amount of the contract exceeds \$17,500.00.
7. This certification is made pursuant to N.J.S.A. 19:44A-20.5.
8. I certify that the foregoing statements are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

Dated:

1/29/16



\_\_\_\_\_  
Brian F. Weller, A.S.L.A., L.L.A.,  
Director

**AGREEMENT**

Agreement made this        day of        2016, between the CITY OF JERSEY CITY, a municipal corporation of the State of New Jersey ("CITY") and **SUBURBAN CONSULTING ENGINEERS, INC., 96 US HIGHWAY 206, SUITE 101, FLANDERS, NEW JERSEY 07836** ("CONSULTANT").

WHEREAS, the City requires the services of a **professional land surveyor** in connection with the City's **Leonard Gordon Park - Renovation**.

WHEREAS, Consultant has the skills and expertise necessary to undertake this project in matters relating to a boundary and topographic survey.

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 **Leonard Gordon Park - Renovation**.

**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 Proposal (RFP) prepared by the Division of Architecture dated **January 4, 2016** and the proposal prepared by the CONSULTANT dated **January 22, 2016**. The RFP and Proposal are attached hereto and incorporated herein by reference. The RFP and the Proposal are intended to complement and supplement each other. In the event that there is a conflict or discrepancy between the provisions of the RFP and the provisions of the Proposal, the provisions of the RFP shall govern over the provisions of the Proposal.

**COPY**

2. With the exception of Post-Occupancy Review Services, CONSULTANT services shall be performed during a period of **Eight (8) weeks**.

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

### ARTICLE III

#### Contractual Relationship

1. In performing the services under this Agreement, CONSULTANT shall operate and have 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 how the consulting services described in the Scope of Services are to be performed.

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 proposal dated **January 22, 2016** with a total cost not to exceed **Seventeen Thousand Six Hundred Fifty (\$17,650.00) 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 proposal 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, with the exception of the one for professional liability insurance, shall name the City of Jersey City as an additional insured. All certificates shall bear said City Project Name and Number **2015-007**.

3. 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 substantial completion of construction.

## 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-Monthly** 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 and CONSULTANT shall have the right to terminate this Agreement in whole or in part upon thirty (30) 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

### Mediation

1. Any disputes or claims arising out of this Agreement, or breach thereof shall be initially submitted to non-binding Mediation. Following issuance of a notice of claim, the Mediator shall be chosen by each party to the dispute providing the other party with three to five names of proposed mediators, within two weeks of the issuance of the Notice of Claim. The proposed mediators shall be retired New Jersey Judges, attorneys with construction litigation experience, licensed New Jersey Mediators, or licensed New Jersey Architects with mediation experience. Along with the names, each party shall provide to the other party biographical information regarding each of its proposed mediators and a statement as to whether there has been any professional or personal relationship between the proposed mediator and the party. If any of the same names appear on both lists, one of those individuals will serve as mediator. If there is no uniformity between the lists, and no agreement can be reached between the parties, each party shall have the opportunity to delete two mediators from the other party's list and the mediator shall be randomly selected from the remainder by a neutral party. The mediation shall occur within 90 days of the selection of the mediator.

2. Any disputes or claims arising out of this Agreement, or breach thereof, which are not resolved by way of mediation shall be submitted to Arbitration, before 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/her award.

3. A demand for arbitration shall be in writing no later than five (5) business days after the conclusion of the mediation procedure set forth in Paragraph 1 of this section.

4. All costs related to the payment of the Mediator and Arbitrator shall be divided equally among the parties to the proceeding.

## 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 of 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 proposal 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 negligent acts, errors, or omissions of the CONSULTANT or anyone employed by the CONSULTANT in the performance of this Contract. Said agreement shall indemnify 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 Pay-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, nor 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

ATTEST

\_\_\_\_\_  
ROBERT KAKOLESKI  
Business Administrator

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

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

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

ATTEST:

SUBURBAN CONSULTING  
ENGINEERS INC.

\_\_\_\_\_

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, ENGINEERING  
TRAFFIC AND TRANSPORTATION  
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

January 4, 2016

Ms. Leann Phil, PE  
Suburban Consulting Engineering, Inc.  
100 Valley Road, Suite 202  
Mt. Arlington, New Jersey 07856

**SUBJECT:** Leonard Gordon Park  
(Block 3501, Lot 14) approx. 5.81 Ac.  
Project No. 15-007

Dear Ms. Phil:

The City of Jersey City is planning to renovate Leonard Gordon Park, located in Ward D on Kennedy Boulevard, Liberty Avenue and Manhattan Avenue within the City's limits. At this time, we require the services of a professional land surveyor to prepare a boundary and topographical survey accompanied by a written description of the property. We have attached a tax map highlighting the boundaries of the park site. The survey shall include, but not be limited to the following information.

- \* Boundaries including metes and bounds.
- \* Mapping shall meet national Map Accuracy Standards and New Jersey Department of Transportation standards. All mapping shall be performed utilizing the New Jersey State Plane Coordinate system (feet).
- \* The mapping shall be prepared at a construction scale of (1"=20'). (2 sheets with matchline)
- \* Ground control for all mapping shall be tied to the New Jersey State Plane Coordinate system based on North American Datum of 1983 (NAD 83) and the North American Vertical Datum of 1988 (NAVD 88).
- \* Topographic features including contours at intervals of six (6) inches. All topographic symbols and conventions used shall conform to those of the United States Geological Survey. The survey shall show state plane coordinates for all property corners. The reference monuments upon which the state plane coordinates have been based shall be noted on the drawings. Establish a vertical bench mark outside of boundaries within public right of way. Spot elevations shall be provided at 10' intervals for top and bottom of curbs, walls, toe and top of slopes and any and all other abrupt changes in elevation. Survey shall include all the aforementioned information within the confines of the site and include a minimum of fifty (50) feet beyond all boundaries.

(Continued on page two)

- \* Consultant to provide AutoCad Civil 3D .DWG. Topography shall be provided as polyline with elevation as well as a Civil 3D TIN surface. Layers are to be named according to NCS and Metadata Text File description of layers.
- \* Type and size of all utilities on and off site, above and below ground including manhole and catch basin rim, grate and invert elevations, and verification of pipe sizes. Utility poles, water valves, gas valves, electric manholes, telephone manholes, fiber optic manholes, fire hydrants, mail boxes, parking meters, cellar doors and curb ramps shall also be indicated. Make every attempt possible to provide all information related to each utility by contacting the utility company/agency, review all documents, field verification, etc.
- \* Right-of-way lines and/or easements shall be shown.
- \* All improvements on the site and in the immediate vicinity such as streets, roads, curbs, sidewalks, trees (species and caliper), benches, play structures, etc.
- \* Rock outcrops.
- \* Surveyor shall prepare a metes and bounds description of property boundaries along with a signed and sealed survey and install monuments at all property corners. Since the purpose of this survey is to develop a construction project which entails disturbance to the entire site, we ask that you simply provide metal stakes securely anchored at each property corner. Provide three tie points for two contiguous corners fronting public right of way. The survey shall show the States Plan Coordinates of the monuments.

Survey shall include all the aforementioned information within the confines of the site and include a minimum of fifty (50) feet beyond all boundaries except at public right of ways it shall extend to the opposite property lines. At intersecting streets, the mapping shall extend a minimum of fifty (50) feet from the curb on both sides of the main street.

All information developed as part of this work shall be copied and given to the Division of Architecture, Engineering and Traffic including but not be limited to drawings, field notes, reports, legal descriptions, etc.

The consultant shall provide one original ink on mylar sheet and five sets of diazo prints all signed and sealed by a land surveyor licensed in the State of New Jersey responsible for the work. The consultant shall also provide a AutoCAD computer file with a DXF computer file of the survey on a CD disk. Construction scale shall be 1"=20'.

Attached is a standard 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. An Affirmative Action Statement will be forwarded to you to complete if you are awarded the contract.

The survey work shall commence immediately after the contract is awarded. Timely completion is imperative for the City. Please indicate your time frame on your proposal as this will be one of the criteria used in evaluating the responses.

(Continued on page two)

If you are interested in the above work, kindly submit a written proposal addressed to me, with a cover letter addressed and faxed to Mr. Peter Folgado, 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, January 22, 2016**. DO NOT SEND PROPOSALS TO THE DIVISION OF ARCHITECTURE, ENGINEERING AND TRAFFIC. 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.

I look forward to hearing from you.

Sincerely,



BRIAN WELLER, LLA, ASLA  
Director, AET&T

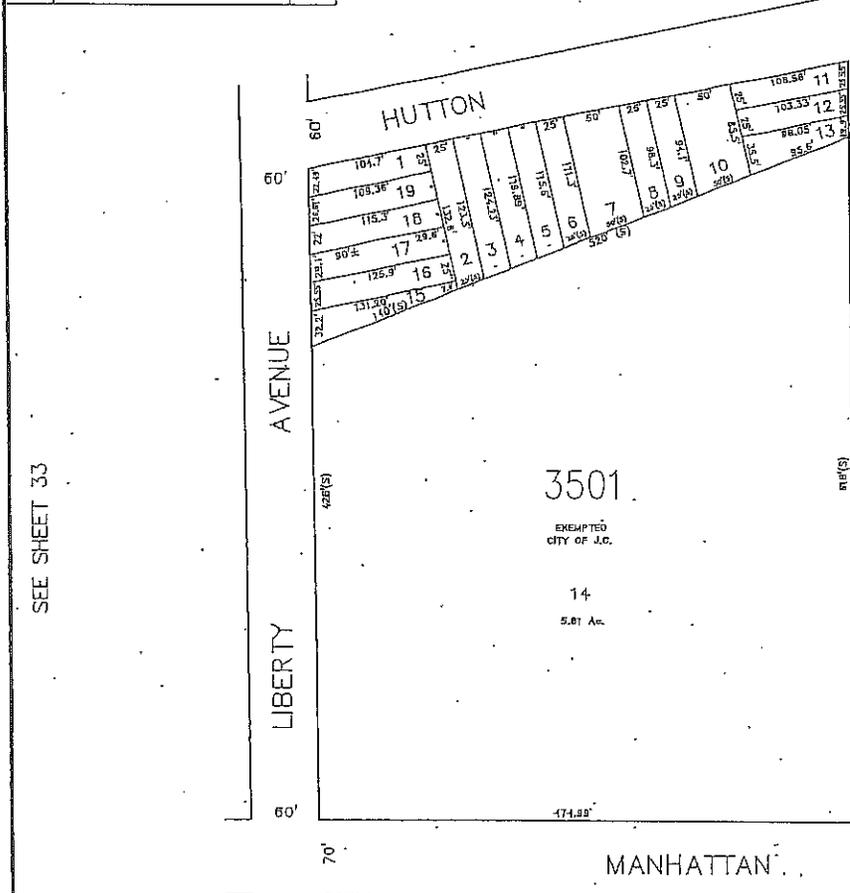
ab  
Attachments (Tax Map/Sample Agreement)  
Via E-mail and Regular Mail

c: Peter Folgado, Purchasing Agent

| REVISIONS |                |        |
|-----------|----------------|--------|
| DATE      | REVISIONS MADE | NO. OF |
|           |                |        |
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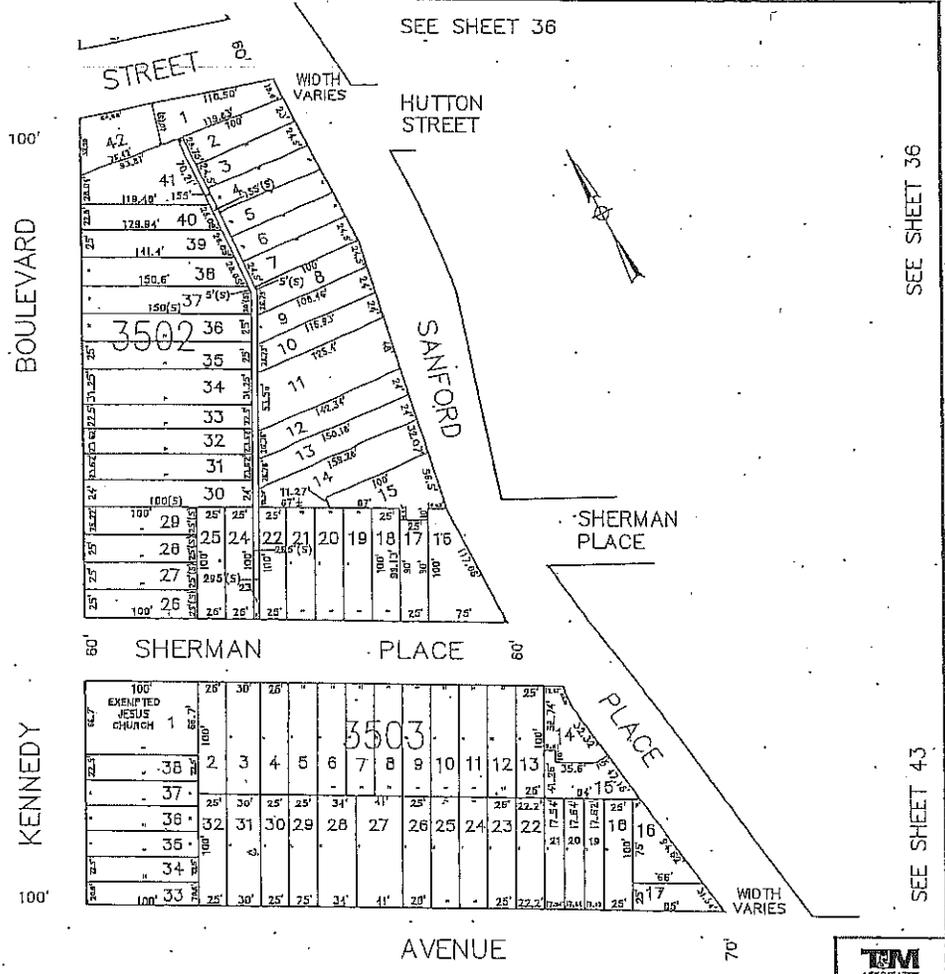
SEE SHEET 34

SEE SHEET 36



SEE SHEET 33

SEE SHEET 42



SEE SHEET 36

SEE SHEET 43

THE COUNTY DEPARTMENT OF THE TREASURY  
 COUNTY OF HUDSON  
 COUNTY OF MIDDLESEX  
 COUNTY OF MONMOUTH  
 COUNTY OF OCEAN  
 COUNTY OF SARATOGA  
 COUNTY OF UNION  
 COUNTY OF WARREN  
 COUNTY OF WASHINGTON  
 COUNTY OF WINDHAM  
 COUNTY OF WYOMING

**T&M**  
 ASSOCIATES  
 11 TINDALL ROAD, MIDDLETOWN, NJ 07748  
 TEL: 908-351-1111  
 FAX: 908-351-1112

**TAX MAP**  
 CITY OF JERSEY CITY  
 HUDSON COUNTY, NEW JERSEY  
 SCALE: 1" = 50'  
 AUGUST, 2000

**RICHARD A. MORALLE, P.E., P.L.S.**  
 T & M ASSOCIATES  
 11 TINDALL ROAD, MIDDLETOWN TOWNSHIP  
 NEW JERSEY, 07748

SEE SHEET 43

THIS MAP HAS BEEN DRAWN USING COMPUTED AND ADJUSTED DATA, BEING (EASTING, NORTHING) AND COORDINATE GEOMETRY.



SUBURBAN CONSULTING ENGINEERS, INC.

January 22, 2016

**Via Facsimile (201-547-6586) and Regular Mail**

City of Jersey City  
Division of Purchasing  
394 Central Avenue, 2<sup>nd</sup> Floor  
Jersey City, New Jersey 07307

Attn.: Mr. Brian Weller, LLA, ASLA  
Director of Architecture, Engineering, Traffic and Transportation

Re: City of Jersey City, County of Hudson, State of New Jersey  
Leonard Gordon Park  
Boundary & Topographic Survey  
Block 3501, Lot 14  
Our File No: Prop SCE-P08666.011

Dear Mr. Weller:

SUBURBAN CONSULTING ENGINEERS, INC. is pleased to provide this proposal for Professional Land Surveying Services to the City of Jersey City for the subsequent re-design of park and recreation facility improvements at Leonard Gordon Park located in Ward D and bounded by Kennedy Boulevard, Liberty Avenue and Manhattan Avenue in Jersey City.

SCE proposes to perform the work required to provide Professional Land Surveying Services for the proposed project that will address the survey requirements as outlined and included in the RFP issued for this project on January 4, 2016, your project #15-007. We are confident that we will exceed your expectations in the work that we perform. Our Project Team and Project Manager have provided similar services on hundreds of similar projects throughout New Jersey. SCE is exceptionally well qualified to provide the City of Jersey City with all services necessary to complete this project on-time and beyond client expectations. It would be most advantageous for the City of Jersey City to select the SCE Team as the professional consultant to provide the required services to ensure that these projects are properly designed, approved, and coordinated throughout the design process to meet the needs of the City and design a facility that is sure to improve the quality of life in the area and be enjoyed by many present and future generations.

We have reviewed existing available information, plans and are familiar with the project area and existing site conditions. Towards that end, we have developed the following scope of services to meet the needs of the City of Jersey City.



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January 22, 2016

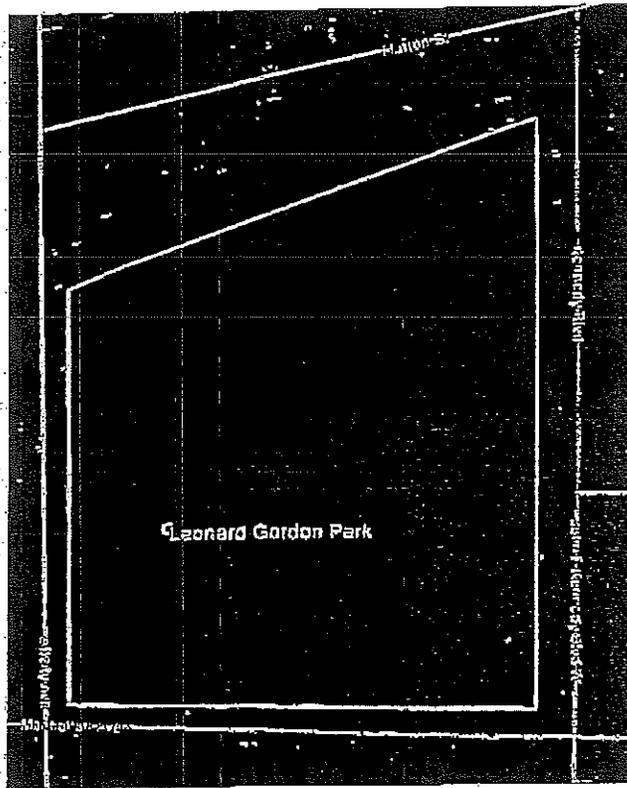
## SCOPE OF SERVICES

### Project Understanding

The City of Jersey City is planning to renovate Leonard Gordon Park, commonly known as Block 3501, Lot 14 located in Ward D on Kennedy Boulevard, Liberty Avenue and Manhattan Avenue within the City's limits which encompasses approximately 5.81 acres (see Exhibit A). At this time, the City of Jersey City requires the services of a Professional Land Surveyor to prepare a boundary and topographical survey accompanied by a written description (metes and bounds) of the property.

### EXHIBIT "A"

Subject Property Boundaries Outlined in Yellow



### Background Data, Field Survey and Boundary and Topographic Mapping

The SCE Design Team has included the time necessary to perform proper detailed site research from available sources for this tract and review the available records prior to implementation of the Field Surveying tasks. We will also review the supplied mapping, previous construction plans, and information available from the City.



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Upon being awarded the contract for this Project, SCE will obtain all available documentation of the project area. The data will be compiled into a deed mosaic indicating deed lines for this project.

SCE's in-house survey crew personnel will be mobilized to the site and will utilize state-of-the-art survey equipment including but not limited to GPS and robotic stations to conduct the Title and Topographic survey of the Park area. Establishment of horizontal and vertical datum consistent with New Jersey State Plane Coordinate System, NAD 83 and NAVD 88 will be the basis for the survey control respectively.

Planimetric mapping of the project area will be developed from the site survey, with a maximum scale of 1"= 20 feet. However, SCE may utilize larger scale plans to accurately depict details pertinent to this project. Topography will be depicted at 0.5-foot contour intervals with appropriate spot grade elevations. SCE will utilize Civil 3D design software to map and model the existing conditions.

A Boundary Survey will be completed and consists of the following tasks; deed research of the premise in question, from here on designated as "PIQ" and all adjoining owners, a deed mosaic of the PQ and adjoining properties will be plotted to assist the surveyors in finding necessary property monuments to properly identify the boundary as it relates to recorded public information, investigations on site of the PQ and surrounding lots to find any and all property monuments, an actual field instrument survey to locate all property monuments and all topographic features contracted for such as, but not limited to, buildings, fences, roads, sidewalks, visible utilities (above ground), etc. For gravity utilities such as storm drainage and sanitary sewer, inverts and pipe sizes will be obtained and shown on the plans. Underground utilities such as electric, cable, gas and water will be shown based on visible evidence and plans provided by the respective utility companies.

Location and elevation information will be mapped for identifiable utilities, physical features, structures, retaining walls, fields, fences, parking areas, buildings, paths and driveways, sitting areas and related site features. The existing perimeter fencing along with the topographic data along and behind the fence is also included.

#### Services Not Included

- Certification of chain of Title
- Research beyond obtaining current record deeds of adjoining properties.
- Provision of services not specifically included in the above Scope of Services.

#### Clarifications and Exceptions

- The City of Jersey City will provide the required Title documentation for this specific tract (Block 3501, Lot 14). Research in the Public Records for Public entities is laborious and time consuming and the schedule will be preserved if this is accomplished. Research of adjoining Deed records will be performed by SCE.
- Research beyond obtaining current record deeds of adjoining properties.



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January 22, 2016

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- The City of Jersey City will provide all documentation including but not limited to prior Surveys, maps of City controlled utilities, record Deeds and City Block maps of the project area.
- In cases where underground facilities such as manholes and drainage inlets cannot be opened, the City will direct the appropriate entity to open them for our Field Surveyor. This will also extend to cleaning said structures of debris, silt and leaves so they can be as-built. If this is not accomplished within the timeframe of the field surveying effort, SCE will either indicate the structures were inaccessible or will require additional fees to return to the project site to perform those as-builts.
- If there is inclement weather such as snow, sleet and ice or rain during the Field Surveying that causes a delay during this task, we will make every effort to meet our deadline. However this may necessitate the extension of the project schedule on a day for day basis.
- Property corner markers as appropriate will be set in lieu of monuments. Depending upon conditions at the property corner locations, markers such as rebars with caps, MAG nails with identifying washers or other markers as appropriate will be set on the corners or on offsets to the corners with offsets clearly illustrated on the Survey plan along with the coordinate and elevation values.

#### Deliverables

Preparation of a metes and bounds description of property boundaries along with a signed and sealed survey and install appropriate markers or reference markers thereto, at all property corners along with three tie points for two contiguous corners fronting public right of way. The survey shall show the New Jersey State Plan Coordinates of the corner markers set. Copies of all information developed as part of this work will be made and given to the Division of Architecture, Engineering and Traffic including but not be limited to drawings, field notes, reports, legal descriptions, etc. The consultant will provide one original ink on mylar sheet and five sets of black line prints all signed and sealed by a land surveyor licensed in the State of New Jersey responsible for the work. SCE will also provide an AutoCAD Civil 3D 2015 computer file with a DXF computer file of the survey on a CD disk.

#### Project Schedule

SCE expects to begin services *immediately* upon receipt of acceptance of this proposal. We would anticipate that Field Surveying would commence within one week of acceptance and that final deliverables can be supplied within 5.5 weeks of authorization to proceed.

Time Commitments to the project design will not be interrupted by other projects or by other influences. The individuals assigned to the project will be responsible for its successful completion. SCE will ensure the City that adequate managerial effort, supporting staff, equipment, resources, and space will be committed to the timely and successful completion of the project.



Prop SCE-P08666.011  
January 22, 2016

**Fee Proposal**

Background Data Acquisition, Field Survey, Boundary  
& Topographic Mapping

**Total Lump Sum \$ 17,650**

**Fee Structure**

SCE will utilize the following fee structure for all tasks where fee is estimated and for any additional work authorized by client or for client initiated revisions. It should be noted that our fee is based on the specific tasks as explained in the above sections of this proposal. Additional services and items may be determined to be required during the course of the project that have not been included in this cost proposal.

Revisions to address any review agency comments that develop during the review process are typically required to obtain approvals. SCE is not able to predict the course of action necessary to address such comments at this time. All costs associated with addressing the review agency comments will be invoiced in accordance with the fee structure on a time and material basis.

SCE will utilize the following fee structure for all tasks if fee is estimated and for any additional work authorized by owner or for client initiated revisions and/or changes or for items not included in lump sum amounts:

- Principal/Project Officer \$150/hr.
- Project Manager \$140/hr.
- Senior Engineer \$125/hr.
- Engineer \$110/hr.
- Land Surveyor \$110/hr.
- Senior Designer \$100/hr.
- Designer \$85/hr.
- Technician \$70/hr.
- Senior Inspector \$85/hr.
- Inspector \$70/hr.
- Secretarial/Clerical \$35/hr.
- Survey Equipment Unit Cost
  - Robotic/GPS \$25/hr.
- Any actual disbursements or unusual expenses which we incur on your behalf, such as filing fees, delivery charges, travel, parking and toll charges will be included as expense charges in your invoices. (Minimum reproduction charge of \$20 per event).
  - Large format black and white document reproduction \$0.50/square foot
  - Large format color document reproduction \$3.00/square foot
  - Large volume black and white photocopies \$0.15/copy
  - Large volume color photocopies \$0.30/copy
  - Mileage will be billed at \$0.57 per mile.
  - Approved subcontracted services will be billed at actual cost plus 15 percent.



Prop SCE-P08666.011  
January 22, 2016

## Standard Contract Terms & Conditions

In accordance with the above information, Client agrees to the following:

### Termination of Contract

Client may terminate this Agreement with seven days prior written notice to Suburban Consulting Engineers, Inc. (SCE) for convenience or cause. SCE may terminate this Agreement for cause with seven days prior written notice to Client. Failure of Client to make payments when due shall be cause for suspension of services or, ultimately, termination, unless and until SCE has been paid in full all amounts due for services, expenses and other related charges.

### Hazardous Environmental Conditions

It is acknowledged by both parties that SCE's Scope of Services does not include any services related to the remediation at the site of asbestos, PCBs, petroleum, hazardous waste or radioactive materials. Client acknowledges that SCE is performing professional services for Client and SCE is not and shall not be required to become an "arranger", "operator", "generator" or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA).

### Ownership of Documents

All documents prepared or furnished by SCE pursuant to this Agreement are instruments of SCE's professional service, and SCE shall retain an ownership and property interest therein. SCE grants Client a license to use instruments of SCE's professional service for the purpose of constructing, occupying and maintaining the Project. Reuse or modification of any such documents by Client, without SCE's written permission, shall be at Client's sole risk, and Client agrees to indemnify and hold SCE harmless from all claims, damages and expenses, including attorneys' fees, arising out of such reuse by Client or by others acting through Client.

### Indemnification

To the fullest extent permitted by law, Client and SCE each agree to indemnify the other party and the other party's officers, directors, partners, employees and representatives, from and against losses, damages and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are found to be caused by a negligent act, error or omission of the indemnifying party or any of the indemnifying party's officers, directors, members, partners, agents, employees or subconsultants in the performance of services under this Agreement. If claims, losses, damages and judgments are found to be caused by the joint or concurrent negligence of Client and SCE, they shall be borne by each party in proportion to its negligence.

### Force Majeure

Neither party shall be deemed in default of this agreement to the extent that any delay or failure in the performance of its obligations results from any cause beyond its reasonable control and without its negligence.

### Dispute Resolution

Client and SCE agree that they shall first submit any and all unsettled claims, counterclaims, disputes



Prop SCE-P08666.011  
January 22, 2016

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and other matters in question between them arising out of or relating to the agreement to mediation in accordance with the Construction Industry Mediation Rules of the American Arbitration Association, effective as of the date of this agreement.

Use of Electronic Media

Copies of documents that may be relied upon by Client are limited to the printed copies (also known as hard copies) that are signed or sealed by SCE. Files in electronic media format or text, data, graphic or other types that are furnished by SCE to Client are only for convenience of Client. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. When transferring documents in electronic media format, SCE makes no representations as to long-term compatibility, usability or readability of documents resulting from the use of software application packages, operating systems or computer hardware differing from those in use by SCE at the beginning of this assignment.

Construction Phase Services

If this Agreement provides for any construction phase services by SCE, it is understood that the Contractor, not SCE, is responsible for the construction of the project, and that SCE is not responsible for the acts or omissions of any contractor, subcontractor or material supplier; for safety precautions, programs or enforcement; or for construction means, methods, techniques, sequences and procedures employed by the Contractor.

Opinions of Cost

When included in SCE's Scope of Services, opinions or estimates of probable construction cost are prepared on the basis of SCE's experience and qualifications and represent SCE's judgment as a professional generally familiar with the industry. However, since SCE has no control over the cost of labor, materials, equipment or services furnished by others, over contractor's methods of determining prices, or over competitive bidding or market conditions, SCE cannot and does not guarantee that proposals, bids or actual construction cost will not vary from SCE's opinions or estimates of probable construction cost.

Professional Responsibility

SCE represents that the services shall be performed, within the limits prescribed by Client, in a manner consistent with the level of care and skill ordinarily exercised by other professional consultants under similar circumstances. No other representation to Client, expressed or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinion, document or otherwise. For any damage caused by professional negligence including errors, omissions or other professional acts, including unintentional breach of contract by SCE, its employees, agents or subcontractors, SCE's liability and that of its employees, agents and subcontractors is limited to SCE's total compensation paid under the contract. In no event shall either Client or SCE be liable for consequential damages, including, without limitation, loss of use or loss of profits, incurred by one another or their subsidiaries or successors, regardless of whether such damages are caused by breach of contract, willful misconduct, negligent act or omission, or other wrongful act of either of them.



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January 22, 2016

Right of Entry

Client grants to SCE, and, if a project site is not owned by Client, warrants that permission has been granted for a right of entry from time to time by SCE, its employees, agents and subcontractors upon the project site for the purpose of providing the Services. Client recognizes that the use of investigative equipment and practices may unavoidably alter existing site conditions and affect the environment in the area being studied.

**Billing Schedule**

Payment for professional services shall be invoiced at the end of each month as a proportion of the total work completed or upon completion of the work product. Payment is due upon receipt of invoice. A 1-1/2 percent per month late charge will be applied for all outstanding invoices not paid within fifteen (15) days. Amounts not paid when due may be referred for collection and mechanic's lien rights may be exercised, with all costs, including reasonable attorney fees, charged to client. Both parties understand that work will be stopped if account is not current; signed drawings will not be furnished if account is past due.

If this proposal meets with your approval, please sign below and return one copy to my office. We shall consider an appropriately executed copy of this letter proposal and receipt of a Purchase Order or copy of Resolution of Approval by the City as our formal authorization to proceed and acceptance of this contract. Please note that the fees stated in this proposal are valid for sixty (60) days from the date of this correspondence. Please also note that by signing this proposal, you are agreeing to SCE's Standard Contract Terms and Conditions referenced above. We are available to meet with the City to answer any questions or provide additional information. Should additional information be required, please do not hesitate to contact me directly either in the office or on my cell number at (201) 841-2715. Thank you for this opportunity to continue to provide professional services to the City of Jersey City.

Very truly yours,  
SUBURBAN CONSULTING ENGINEERS, INC.

By:   
Daren J. Phil, PE, PP, CME, President

Accepted this \_\_\_\_\_ Day of \_\_\_\_\_ 20\_\_\_\_

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

\_\_\_\_\_  
(Printed Name and Title)

# 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:

Jean F. Abuan  
Affirmative Action Officer, Public Agency Compliance Officer  
Department of Administration  
Office of Equal Opportunity/Affirmative action  
280 Grove Street Room-103  
Jersey City NJ 07302  
Tel. #201-547-4533  
Fax# 201-547-5088  
E-mail Address: [abuanJ@jcnj.org](mailto:abuanJ@jcnj.org)

(REVISED 4/13)

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

**GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS**

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

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

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

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

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

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

**EXHIBIT A (Continuation)**

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

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

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

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at [www.state.nj.us/treasury/contract\\_compliance](http://www.state.nj.us/treasury/contract_compliance))

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

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

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

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

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

Representative's Name/Title (Print): Daren J. Phil - President

Representative's Signature: \_\_\_\_\_

Name of Company: SUBURBAN CONSULTING ENGINEERS, INC.

Tel. No.: (973) 398-1776

Date: 1-26-16

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

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

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

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

Representative's Name/Title Print: Daren J. Phil - President

Representative's Signature: [Signature]

Name of Company: SUBURBAN CONSULTING ENGINEERS, INC.

Tel. No.: (973) 398-1776

Date: 7-26-16

**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: SUBURBAN CONSULTING ENGINEERS, INC.  
Address: 96 U.S. Highway 206, Suite 101, Flanders, New Jersey 07836  
Telephone No. : (973) 398-1776  
Contact Name: Daren J. Phil - President

Please check applicable category:

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

**Definitions**

**Minority Business Enterprise**

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

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

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

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

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

**Woman Business Enterprise**

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

**DIVISION OF PURCHASING COPY**

**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 Suburban Consulting Engineers, 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 Suburban Consulting Engineers, 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: SUBURBAN CONSULTING ENGINEERS, INC.

Signed: [Signature] Title: President

Print Name: Daren J. Phil Date: 1-26-16

Subscribed and sworn before me  
this 2 day of Jan., 2016  
My Commission expires: \_\_\_\_\_

[Signature]

[Signature]  
(Affiant)  
Reyna M. Burger - Assistant Corporate Secretary  
(Print name & title of affiant) (Corporate Seal)

**LEANNE PHIL**  
NOTARY PUBLIC  
STATE OF NEW JERSEY  
My Commission Expires Jan. 23, 2017

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

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

**Part I - Vendor Affirmation**

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

|                                       |                                       |
|---------------------------------------|---------------------------------------|
| Election Fund for Steven Fulop (2013) | Councilperson Frank Gaswaldi          |
| Team Fulop                            | Councilperson Khemraj "Chico" Ramchal |
| Team Fulop Runoff                     | Councilperson Richard Boggiano        |
| Lavaro for Council                    | Councilperson Michael Yun             |
| Councilperson Joyce E. Watterman      | Councilperson Candice Osborne         |
| Councilperson Daniel Rivera           | Councilperson Diane Coleman           |

**Part II - Ownership Disclosure Certification**

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

Check the box that represents the type of business entity:

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

| Name of Stock or Shareholder | Home Address                                  |
|------------------------------|-----------------------------------------------|
| Daren J. Phil                | 105 N. Bertrand Rd., Mt. Arlington, NJ 07856  |
| Andrew S. Holt               | 7 Cokesbury-Califon Rd., Lebanon, NJ 08833    |
| Joseph D. Perello            | 403 Matt Robinson Ln., Ft. Pleasant, NJ 08742 |
| John P. Miller               | P.O. Box 191, Andover, NJ 07821               |
|                              |                                               |
|                              |                                               |
|                              |                                               |
|                              |                                               |

**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: SUBURBAN CONSULTING ENGINEERS, INC.

Signed: [Signature] Title: President  
 Print Name: Daren J. Phil Date: 1-26-16

Subscribed and sworn before me this 26 day of January, 2016

My Commission expires: [Notary Seal]

[Signature]  
 (Affiant)  
 Reyna M. Burger - Assistant Corp. Secretary  
 (Print name & title of affiant) (Corporate Seal)

**LEANNE PHIL**  
 NOTARY PUBLIC  
 STATE OF NEW JERSEY  
 My Commission Expires Jan. 29, 2017



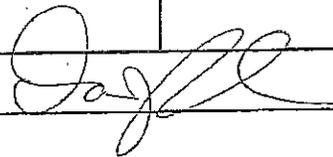
**PUBLIC DISCLOSURE INFORMATION**

N.J.S.A. 52:25-24.2 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.

If one or more such stockholder or partner is itself a corporation or partnership, the stockholders holding 10% or more of that corporation's stock, or the individual partners owning 10% or greater interest in that partnership, as the case may be, shall also be listed. The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, exceeding the 10% ownership criteria has been listed.

**STOCKHOLDERS:**

| Name              | Address                                       | % owned |
|-------------------|-----------------------------------------------|---------|
| Daren J. Phil     | 105 N. Bertrand Rd., Mt. Arlington, NJ 07856  | 28.5    |
| Andrew S. Holt    | 7 Cokesbury-Califon Rd., Lebanon, NJ 08833    | 28.5    |
| Joseph D. Perello | 403 Matt Robinson Ln., Pt. Pleasant, NJ 08742 | 14.3    |
| John P. Miller    | P.O. Box 191, Andover, NJ 07821               | 28.5    |
|                   |                                               |         |

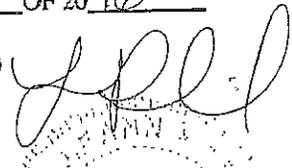
SIGNATURE: 

TITLE: Daren J. Phil - President

SUBSCRIBED AND SWORN TO BEFORE ME THIS DAY January 26 OF 2016

(TYPE OR PRINT NAME OF AFFIANT UNDER SIGNATURE)

NOTARY PUBLIC OF New Jersey  
MY COMMISSION EXPIRES: 2017



(NOTE: THIS FORM MUST BE COMPLETED, NOTARIZED AND RETURNED WITH THIS PROPOSAL).

**LEANNE PHIL**  
NOTARY PUBLIC  
STATE OF NEW JERSEY  
My Commission Expires Jan. 23, 2017



**STATE OF NEW JERSEY  
BUSINESS REGISTRATION CERTIFICATE**

**Taxpayer Name:** SUBURBAN CONSULTING ENGINEERS INC.

**Trade Name:**

**Address:** 96 US HIGHWAY 206, SUITE 101  
FLANDER, NJ 07836

**Certificate Number:** 0074521

**Effective Date:** December 08, 2005

**Date of Issuance:** January 05, 2016

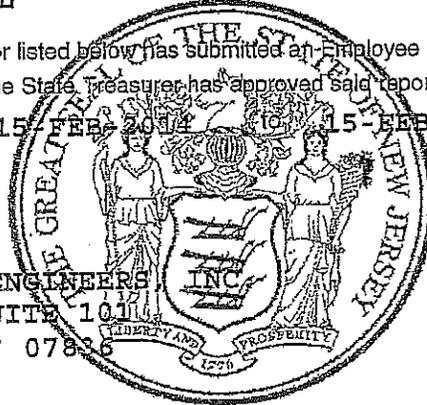
**For Office Use Only:**

20160105091711667

Certification 13480

**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-FEB-2014~~ to ~~15-FEB-2021~~



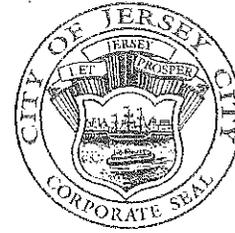
SUBURBAN CONSULTING ENGINEERS  
96 US HIGHWAY 206, SUITE 1011A  
FLANDERS NJ 07836



*Ford M. Scudder*  
FORD M. SCUDDER  
Acting State Treasurer

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

City Clerk File No. Res. 16-124  
 Agenda No. 10.Z.9  
 Approved: FEB 24 2016



TITLE:

**RESOLUTION AUTHORIZING THE EXECUTION OF A LICENSE AGREEMENT WITH THE JERSEY CITY PUBLIC LIBRARY ALLOWING FOR THE USE OF VARIOUS ROOMS IN CITY HALL BY THE JERSEY CITY LITERACY PROGRAM.**

**COUNCIL**  
 following resolution:

offered and moved adoption of the

**WHEREAS**, the Jersey City Free Public Library is a non-profit corporation of the State of New Jersey, whose public purpose includes the provision of educational and cultural programs to the public; and

**WHEREAS**, the Jersey City Literacy Program is an educational program, including Citizenship, English as a Secondary Language (ESL), and Conversation classes, offered by Licensee to its patrons; and

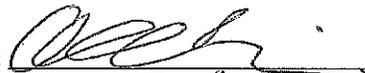
**WHEREAS**, the Jersey City Office of Diversity and Inclusion and the Licensee partnered together to offer Citizenship, English Secondary Language (ESL), and Conversation classes to the community; and

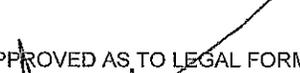
**WHEREAS**, Licensee seeks to hold the classes at City Hall during the fall semester while the Library undergoes major renovations; and

**WHEREAS**, the City desires to permit Licensee to use rooms in City Hall to hold classes during the Library's 2016 semesters, subject to the availability of the rooms;

**NOW, THEREFORE**, in consideration of the mutual promises and other conditions, covenants, and obligations made and agreed to by and between the parties, it is hereby agreed as follows:

1. The Mayor or Business Administrator is authorized to execute a License Agreement with the Jersey City Free Public Library to use various rooms located in City Hall.
2. Subject to such modification as may be required or deemed necessary or appropriate by Corporation Counsel, the License Agreement shall be in substantially the form of the document attached hereto.

APPROVED: 

APPROVED AS TO LEGAL FORM 

APPROVED:   
 Business Administrator

Corporation Counsel  
 Certification Required   
 Not Required

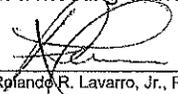
APPROVED 9-0

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE 2.24.16 |     |     |      |               |     |     |      |               |     |     |      |
|-------------------------------------------------|-----|-----|------|---------------|-----|-----|------|---------------|-----|-----|------|
| COUNCILPERSON                                   | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. |
| GAJEWSKI                                        | ✓   |     |      | YUN           | ✓   |     |      | RIVERA        | ✓   |     |      |
| RAMCHAL                                         | ✓   |     |      | OSBORNE       | ✓   |     |      | WATTERMAN     | ✓   |     |      |
| BOGGIANO                                        | ✓   |     |      | COLEMAN       | ✓   |     |      | LAVARRO, PRES | ✓   |     |      |

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

  
 Rolando R. Lavarro, Jr., President of Council

  
 Robert Byrne, City Clerk

**RESOLUTION FACT SHEET – NON-CONTRACTUAL**

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

**Full Title of Ordinance/Resolution**

License agreement for the Jersey City Free Public Library to host citizenship, ESL, and conversation classes in various rooms throughout City Hall during the Spring 2016 semester.

**Initiator**

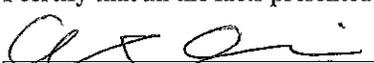
|                     |                          |  |
|---------------------|--------------------------|--|
| Department/Division | Mayor's Office/RRC       |  |
| Name/Title          | Althea Bernheim/Director |  |
| Phone/email         | 201-547-5436             |  |

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

**Resolution Purpose**

Jersey City Literacy Program is an educational program, including Citizenship, English as a Secondary Language (ESL), and Conversation classes, offered to residents of Jersey City. The Library, in partnership with the Office of Diversity & Inclusion/Resident Response Center seeks to hold the classes at City Hall during the fall semester while the Library undergoes major renovations.

I certify that all the facts presented herein are accurate.

  
Signature of Department Director

2/22/16  
Date

## LICENSE AGREEMENT

This AGREEMENT, entered into this \_\_\_\_ day of \_\_\_\_\_, 2016, is made by and between the City of Jersey City (the "City"), a municipal corporation of the State of New Jersey with offices at City Hall, 280 Grove Street, Jersey City, New Jersey 07302, and the Jersey City Free Public Library with offices at 472 Jersey Avenue, Jersey City, NJ 07302 ("Licensee").

### WITNESSETH THAT:

**WHEREAS**, the Jersey City Free Public Library is a non-profit corporation of the State of New Jersey, whose public purpose includes the provision of educational and cultural programs to the public; and

**WHEREAS**, the Jersey City Literacy Program is an educational program, including Citizenship, English as a Secondary Language (ESL), and Conversation classes, offered by Licensee to its patrons; and

**WHEREAS**, the Jersey City Office of Diversity and Inclusion and the Licensee partnered together to offer Citizenship, English Secondary Language (ESL), and Conversation classes to the community; and

**WHEREAS**, Licensee seeks to hold the classes at City Hall during the fall semester while the Library undergoes major renovations; and

**WHEREAS**, the City desires to permit Licensee to use rooms in City Hall to hold classes during the Library's fall semester, subject to the availability of the rooms;

**NOW, THEREFORE**, in consideration of the mutual promises and other conditions, covenants, and obligations made and agreed to by and between the parties, it is hereby agreed as follows:

### 1. TERM

The City grants Licensee a license to access and use rooms located in City Hall for a term commencing on February 14, 2016 and ending on June 28, 2016 as further laid out below in Section 2- Location and Hours.

Prior to the expiration of this license agreement, Licensee may renew this license for an additional semester commencing on July 5, 2016 and ending on January 31, 2016, the days and times to be determined, subject to the availability of space and the written consent of the Business Administrator and approval of the City Council.

## 2. LOCATION AND HOURS

Licensee's employees, officials, directors, and invitees may use the following rooms in City Hall, 280 Grove Street, Jersey City, New Jersey 07302 during the days and times specified below:

### The Caucus Room (Room # 204):

\* Wednesdays: February 20, 2016 thru June 22, 2016, during the hours 6:00 PM – 8:00 PM

Saturdays: February 20, 2016 thru June 25, 2016 during the hours 10:30 AM-12:30 PM

### The Business Administration Conference Room (Room 110)

\*Wednesdays: February 20, 2016 thru June 22, 2016, during the hours 6:00 PM – 8:00 PM

\*Thursdays: February 22, 2016 thru June 24, 2016, during the hours 6:00 PM – 8:00PM.

Saturdays: February 20, 2016 thru June 25, 2016, during the hours 1:00 PM – 2:30 PM.

\*If the rooms listed above are not available, then the displaced class may use the reception area of the Resident Response Center located in room 106.

## 3. USE

Under the terms of this license agreement, Licensee shall have the right to use the Caucus Room and Business Administration Conference Room in City Hall, as specified in Section 2, for the sole purpose of providing Citizenship, ESL, and Conversation classes to the public, and for no other purpose whatsoever.

Licensee understands that City use of the premises takes priority over Licensee's use as permitted herein. Accordingly, if the City must use any of the rooms during the times specified in Section 2, the City will make reasonable efforts to accommodate Licensee.

## 4. MAINTENANCE AND REPAIR

- a. The City shall not be required to make any improvements to the rooms prior to Licensee's entry and use of the rooms for the purposes described herein.

- b. Licensee shall be responsible for maintaining the condition of the rooms and the property contained therein during its use of the rooms. Licensee will also restore the rooms to the same condition they were in prior to the Library, its employees, directors, officials, and invitees entry and use thereof.
- c. Any damage to property owned by or under the jurisdiction of the City resulting from or in any way arising out of the use of the premises by the Licensee will be repaired by the Licensee at its own cost and expense. If the Licensee fails to make such repairs within a reasonable time after being requested to do so, the City shall have the right to make such repairs and the Licensee agrees to reimburse the City for all costs and expenses thereof.

## **5. REVOCATION**

The permission hereby granted for use of the premises may be revoked at any time by the City with or without cause, by the City's Business Administrator giving five (5) days written notice to the Licensee. Revocation shall not relieve the Licensee of any liabilities or obligations which stem from its use of the premises which occurred on or prior to the date of revocation.

## **6. LIABILITY**

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

## **7. INSURANCE**

The Licensee shall provide insurance coverage to the City indemnifying the City from any liability in connection with the Licensee's use of the premises. Licensee will supply the City with a copy of its insurance liability policy. The amount of the insurance shall be determined by the City's Risk Manager. The City shall be named as an additional insured party. All accidents or injuries to person, or any damages to property, occurring as a result of or in connection with the Licensee's use of the property shall be reported immediately to the City of Jersey City, Division of Risk Management and the Office of Real Estate as authorized representatives of the Licensor together with all information required by the Licensor on prescribed forms to be provided by the Licensor. The Licensee agrees to obtain and maintain insurance coverage as follows:

- A. Comprehensive General Liability: including Premises Operations, Products Completed Operations, and Independent Contractor Coverages - covering as insured Licensee with not less than ONE MILLION DOLLARS (\$1,000,000.00) per occurrence for Bodily Injury and Property Damage Liability. The City of Jersey City, its agents, and servants shall be named as additional insured.
- B. Workers Compensation Insurance- covering as insured Licensee with not less than New Jersey Statutory Limits and including Employer's Liability of no less than ONE HUNDRED THOUSAND DOLLARS (\$100,000.00).

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

#### **7. ASSIGNMENT OF RIGHTS**

The Licensee shall not sell or assign its rights pursuant to this Agreement or permit the use of the premises, or any part thereof or City property contained therein, to any other entity or person without the express prior written consent of the Business Administrator. Any unauthorized action in violation of this provision shall be void, and shall terminate the Licensee's rights pursuant to this Agreement.

#### **8. LIMITATION OF RIGHTS**

The Licensee acknowledges that no property or other right is created other than that specifically defined and limited by this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly signed and sealed the day and year written above.

**CITY OF JERSEY CITY**

**JERSEY CITY FREE PUBLIC LIBRARY**

By:

By:

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Robert Kakoleski  
Business Administrator

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Priscilla Gardner  
Library Director

Witness:

Witness:

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Robert Byrne  
City Clerk

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Darnelle Richardson  
Jersey City Literacy Program Coordinator

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

City Clerk File No. Res. 16.125

Agenda No. 10.Z.10

Approved: FEB 24 2016

TITLE:



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

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

**WHEREAS**, pursuant to N.J.S.A. 40:56-71 et seq., and by the adoption of **Ordinance 11-152** the City of Jersey City established the Jackson Hill Main Street Management Corporation Special Improvement District (JHMSMC) to be operated by the Jackson Hill Main Street Special Improvement District Management Corporation; and

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

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

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

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

**WHEREAS**, the District Management Corporation of Jackson Hill Main Street Special Improvement District has submitted its 2016 fiscal year budget, January 1, 2016 – December 31, 2016 to the Council, a copy of which is attached hereto as Exhibit A; and

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

1. The 2016 fiscal year budget, January 1, 2016 – December 31, 2016 of the Jackson Hill Main Street Special Improvement District, attached hereto as Exhibit A, was approved by the Jackson Hill Main Street Special Improvement District at its January 28, 2016 meeting;
2. The budget as submitted to the City is hereby retroactively introduced and approved, subject to a public hearing prior to adoption.

TITLE:

- 3. The Tax Assessor is directed to do the following:
  - (a) prepare an assessment roll specifying the amounts specifically assessed against each benefitted and assessable property in the District in proportion to the benefit conferred, based upon the approved budget in accordance with the procedures prescribed in N.J.S.A.40:56-80(c). Such assessment roll shall include a description of each property and the names of the owners; and
  - (b) file the assessment roll in the Office of the City Clerk to be available for public inspection.
  
- 4. The City Clerk is directed to do the following:
  - (a) schedule a public hearing on the budget and the amount of the assessments not less than 28 days from the date of this Resolution;
  - (b) at least 10 days prior to the date of the hearing public (i) a notice setting the time and place of the public hearing on the budget and amounts of the special assessments; and (ii) a copy of the entire budget in a newspaper of general circulation;
  - (c) at least 10 days prior to the date the notice is published, send a copy of the notice of public hearing to the named owners of each property proposed to be assessed; and
  - (d) at least 10 days before the date of the scheduled hearing
    - (i) post a complete copy of the approved budget in City Hall in the customary location for posting public notices;
    - (ii) post a complete copy of the assessment roll in City Hall in the customary location for posting public notices; and
    - (iii) make available a copy of the budget to any person requesting it up to and including the date of the public hearing.
  
- 5. Upon approval of the assessment roll with any changes approved by the Council, the City Clerk shall immediately certify a copy of the assessment roll to the County Tax Board to be effective as of January 1, 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 2.24.16 |     |     |      |               |     |     |      |                |     |     |      |
|-------------------------------------------------|-----|-----|------|---------------|-----|-----|------|----------------|-----|-----|------|
| COUNCILPERSON                                   | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON  | AYE | NAY | N.V. |
| GAJEWSKI                                        | ✓   |     |      | YUN           | ✓   |     |      | RIVERA         | ✓   |     |      |
| RAMCHAL                                         | ✓   |     |      | OSBORNE       | ✓   |     |      | WATTERMAN      | ✓   |     |      |
| BOGGIANO                                        | ✓   |     |      | COLEMAN       | ✓   |     |      | LAVARRO, PRES. | ✓   |     |      |

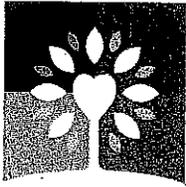
✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

\_\_\_\_\_  
 Rolando R. Lavarro, Jr., President of Council

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



**JACKSON HILL**  
MAIN STREET

**Jackson Hill Main Street Management Corporation**

99 Monticello Avenue  
Jersey City, NJ 07304

Office: 201.984.0560  
Fax: 201.628.5698

www.JacksonHillMS.com

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2016 FEB 19 P 2:59

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

*Resolution No. 2013-1-07*

**RESOLUTION APPROVING THE 2013 FISCAL YEAR BUDGET OF THE JHMSMC**

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

WHEREAS, pursuant to the By-Laws of the Jackson Hill Main Street Management Corporation (JHMSMC) and Ordinance 11-152 of Jersey City; and

WHEREAS, a meeting of the members of the corporation was held at 6:00PM on Tuesday, February 16, 2016 at the Mary McLeod Bethune Center (140 Martin Luther King Jr., Drive, Jersey City); and

WHEREAS, under Ordinance 11-152, "Members" of the District Management Corporation are defined as all commercial property and business owners within the district; and

WHEREAS, the agenda of the meeting included an introduction, discussion, and vote on the proposed budget for fiscal year 2016 equal to \$289,250.00; and

WHEREAS, members of the corporation were notified and present; and

NOW, THEREFORE, BE IT RESOLVED by the Membership of the Jackson Hill Main Street Management Corporation that a majority of its members voting at the meeting held Thursday, January 29, 2015 agree to the proposed budget describing the revenues and expenses of the JHMSMC equal to \$289,250.00 for the fiscal year January 1, 2016 thru December 31, 2016.

PASSED and adopted on this 16th day of February 2016.

ATTEST:

JHMSMC First Vice President

APPROVED:

JHMSMC President



**Main Street**  
NATIONAL TRUST FOR  
HISTORIC PRESERVATION

**JACKSON HILL MAIN STREET MANAGEMENT CORP /SID  
PROPOSED FISCAL YEAR BUDGET 2016**

12/28/2015

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2016 FEB 19 P 2:59  
CITY CLERK'S OFFICE  
JERSEY CITY, N.J.

|                                           | PROPOSED 2016<br>BUDGET | 2015 BUDGET      | ANNUALIZED<br>2015 ACTUALS |
|-------------------------------------------|-------------------------|------------------|----------------------------|
| <b>REVENUES</b>                           |                         |                  |                            |
| SID ASSESSMENT                            | \$244,100               | \$212,200        | \$212,200                  |
| JACKSON HILL HONORS                       | \$9,000                 |                  | \$7,800                    |
| JACKSON HILL STREET FESTIVAL              | \$5,000                 |                  | \$2,600                    |
| JACKSON HILL HOLIDAY MART                 | \$17,000                |                  | \$12,342                   |
| JACKSON HILL TURKEY DRIVE                 | \$3,550                 |                  | \$3,550                    |
| INTEREST ON SAVINGS ACCOUNT               | \$280                   |                  | \$268                      |
| RWJ GRANT                                 | \$5,000                 |                  | \$2,500                    |
| <b>TOTAL REVENUES</b>                     | <b>\$283,930</b>        | <b>\$212,200</b> | <b>\$241,160</b>           |
| <b>EXPENSES</b>                           |                         |                  |                            |
| <b><u>Administrative/Management</u></b>   |                         |                  |                            |
| Salaries/Benefits                         | \$89,250                | \$85,000         | \$85,331                   |
| Insurance                                 | \$3,800                 | \$3,000          | \$3,457                    |
| Rent                                      | \$14,400                | \$14,400         | \$14,400                   |
| Repairs & Maintenance                     | \$500                   | \$500            | \$0                        |
| Accounting/Audit                          | \$6,000                 | \$6,500          | \$5,580                    |
| Business Recruitment                      |                         | \$1,000          | \$0                        |
| Grant Writing Consultant                  | \$41,900                |                  | \$0                        |
| Utilities                                 | \$2,900                 | \$1,000          | \$1,390                    |
| Telephone/Internet                        | \$1,800                 | \$2,100          | \$1,981                    |
| Postage                                   | \$600                   | \$1,000          | \$279                      |
| Office Supplies/Equip                     | \$2,100                 | \$3,700          | \$1,889                    |
| Computer Software (ITO)                   | \$600                   |                  |                            |
| Business Registration Fees                | \$200                   | \$125            | \$327                      |
| <b><u>Appearance/Maintenance</u></b>      |                         |                  |                            |
| Holiday Decorations on Corridor           | \$2,000                 | \$15,000         | \$1,500                    |
| Street Cleaning/Maintenance               | \$101,500               | \$101,500        | \$96,390                   |
| <b><u>Marketing</u></b>                   |                         |                  |                            |
| Newsletter                                | \$6,000                 | \$2,500          | \$1,250                    |
| Web Site                                  | \$600                   | \$1,200          | \$600                      |
| Promotions/Printing                       | \$2,000                 | \$1,000          |                            |
| Camera Incentive                          |                         | \$2,000          |                            |
| <b><u>Jackson Hill Special Events</u></b> |                         |                  |                            |
| Workshops/Travel                          | \$1,000                 | \$1,000          | \$1,125                    |
| Jackson Hill Honors                       | \$5,600                 |                  | \$5,600                    |
| Jackson Hill Street Festival              | \$6,000                 | \$5,000          | \$5,587                    |
| Annual Membership Mtg                     | \$500                   | \$500            | \$0                        |
| <b>TOTAL EXPENSES</b>                     | <b>\$289,250</b>        | <b>\$248,025</b> | <b>\$226,685</b>           |
| <b>RESERVE</b>                            | <b>\$94,680</b>         | <b>\$94,680</b>  | <b>\$94,680</b>            |