

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

City Clerk File No. Res. 16.206

Agenda No. 10.A

Approved: APR 13 2016

TITLE:



RESOLUTION AUTHORIZING AN EMERGENCY TEMPORARY APPROPRIATION

COUNCIL
adoption of the following resolution:

offered and moved

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 **\$309,449,607**.

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

1. An emergency temporary appropriation is hereby created for:

		FROM:	TO:
20-134 S/W	ACCOUNTS & CONTROL	\$152,662.00	\$228,993.00
20-100 S/W	ADMINISTRATORS OFFICE -	\$475,196.00	\$712,794.00
20-100 O/E	ADMINISTRATORS OFFICE -	\$19,630.00	\$29,630.00
20-104 S/W	ARCHITECTURE	\$143,874.00	\$215,811.00
26-315 S/W	AUTOMOTIVE SERVICES	\$500,000.00	\$750,000.00
26-315 O/E	AUTOMOTIVE SERVICES	\$1,098,862.00	\$1,468,862.00
26-291 S/W	BLDG & STREET MAINT.	\$605,465.00	\$908,197.00
26-291 O/E	BLDG & STREET MAINT.	\$790,490.00	\$890,490.00
21-180 S/W	CITY PLANNING	\$210,717.00	\$316,075.00
27-333 S/W	CLINICAL SERVICES	\$65,334.00	\$98,001.00
20-145 S/W	COLLECTIONS	\$208,910.00	\$313,365.00
20-145 O/E	COLLECTIONS	\$49,400.00	\$64,400.00
22-197 S/W	COMMERCE	\$147,307.00	\$220,960.00
22-197 O/E	COMMERCE	\$5,352.00	\$8,352.00
20-106 S/W	COMMUNICATIONS	\$120,241.00	\$180,361.00
25-271 S/W	COMMUNICATIONS & TECH	\$1,353,244.00	\$2,029,866.00
25-271 O/E	COMMUNICATIONS & TECH	\$1,148,546.00	\$1,448,546.00
22-195 S/W	CONSTRUCT. CODE OFFICIAL	\$556,540.00	\$834,810.00
22-195 O/E	CONSTRUCT. CODE OFFICIAL	\$23,541.00	\$33,541.00
36-472 O/E	CONTRIB PUB EMPL RETIRE	\$700,000.00	\$3,643,010.00
20-112 S/W	CULTURAL AFFAIRS	\$139,100.00	\$208,650.00
20-112 O/E	CULTURAL AFFAIRS	\$37,882.00	\$47,882.00
20-102 S/W	DIV OF PURCHASING	\$166,073.00	\$249,109.00
20-102 O/E	DIV OF PURCHASING	\$26,702.00	\$51,402.00
27-335 S/W	DIV. OF SENIOR AFFAIRS	\$85,000.00	\$127,500.00
27-331 S/W	DIVISION OF HEALTH	\$576,602.00	\$864,903.00
26-290 S/W	DPW DIRECTOR	\$400,000.00	\$600,000.00

City Clerk File No. Res. 16.206Agenda No. 10.A. APR 13 2016

	22-171 S/W	ECON. DEVELOPMENT	\$56,155.00	\$84,232.00
TITLE:	23-220 O/E	EMPL GROUP HEALTH INS	\$30,000,000.00	\$40,000,000.00
	36-475 O/E	EMPL NON-CONTRIB	\$100,000.00	\$260,000.00
	25-265 S/W	FIRE	\$17,141,976.00	\$25,712,964.00
	25-265 O/E	FIRE	\$600,000.00	\$900,000.00
	29-390 O/E	FREE PUBLIC LIBRARY	\$4,000,000.00	\$5,000,000.00
	31-434 O/E	GASOLINE - ALL DEPTS	\$422,400.00	\$522,400.00
	23-221 O/E	HEALTH BENEFIT WAIVER	\$500,000.00	\$750,000.00
	20-117 S/W	HEALTH BENEFITS	\$35,719.00	\$53,578.00
	20-117 O/E	HEALTH BENEFITS	\$637.00	\$1,137.00
	20-170 S/W	HEDC DIRECTOR'S OFFICE	\$103,378.00	\$155,067.00
	27-330 S/W	HHS DIRECTORS OFFICE	\$253,409.00	\$380,113.00
	22-198 S/W	HOUSING CODE ENF	\$258,657.00	\$387,985.00
	22-198 O/E	HOUSING CODE ENF	\$10,992.00	\$22,992.00
	20-115 S/W	HRDIRECTOR	\$67,518.00	\$101,277.00
	20-140 S/W	INFO TECH	\$250,900.00	\$376,350.00
	20-140 O/E	INFO TECH	\$604,200.00	\$704,200.00
	23-210 O/E	INSUR.ALL-DEPTS.	\$6,000,000.00	\$7,000,000.00
	36-478 O/E	JC EMPLOYEE RETIREMENT	\$4,000,000.00	\$5,000,000.00
	20-155 S/W	LAW	\$822,863.00	\$1,234,294.00
	20-155 O/E	LAW	\$207,480.00	\$257,480.00
	20-101 S/W	MANAGEMENT AND BUDGET	\$120,900.00	\$181,350.00
	20-101 O/E	MANAGEMENT AND BUDGET	\$58,097.00	\$158,097.00
	20-110 S/W	MAYORS OFFICE	\$347,100.00	\$520,650.00
	20-123 S/W	MUNICIPAL COUNCIL	\$154,728.00	\$232,092.00
	43-490 S/W	MUNICIPAL COURTS	\$1,024,437.00	\$1,536,655.00
	43-490 O/E	MUNICIPAL COURTS	\$43,225.00	\$103,225.00
	31-432 O/E	MUNICIPAL RENT	\$811,400.00	\$1,111,400.00
	20-150 S/W	OFFICE OF TAX ASSESSOR	\$267,121.00	\$400,681.00
	20-120 S/W	OFFICE OF THE CITY CLERK	\$220,302.00	\$330,453.00
	31-433 O/E	OFFICE SERVICES	\$792,000.00	\$912,000.00
	25-272 S/W	PARKING ENFORCEMENT	\$749,413.00	\$1,124,119.00
	28-375 S/W	PARKS MAINTENANCE	\$662,960.00	\$994,440.00
	28-375 O/E	PARKS MAINTENANCE	\$285,666.00	\$365,666.00
	20-119 S/W	PAYROLL	\$115,526.00	\$173,289.00
	20-118 S/W	PENSION	\$62,941.00	\$94,411.00
	36-480 O/E	PERS - DEF CONTRIB RETIR	\$53,000.00	\$60,000.00
	25-240 S/W	POLICE	\$25,773,020.00	\$38,273,020.00
	25-240 O/E	POLICE	\$415,506.00	\$515,506.00
	43-495 S/W	PUBLIC DEFENDER - PS	\$26,572.00	\$39,858.00
	25-270 S/W	PUBLIC SAFETY DIRECTOR	\$299,520.00	\$449,280.00
	20-103 S/W	REAL ESTATE	\$66,000.00	\$99,000.00
	28-370 S/W	RECREATION	\$935,209.00	\$1,435,209.00
	28-370 O/E	RECREATION	\$151,502.00	\$251,502.00
	20-111 S/W	RESIDENT RESPONSE CENTER	\$327,260.00	\$490,890.00
	20-109 S/W	RISK MANAGEMENT	\$39,884.00	\$59,826.00
	46-886 O/E	TAX APPEALS INTEREST	\$20,000.00	\$100,000.00
	46-885 O/E	TAX OVERPAYMENTS	\$600,000.00	\$900,000.00
	22-196 S/W	TENANT/LANDLORD	\$64,081.00	\$96,121.00
	20-131 S/W	TREASURY & DEBT MGT	\$65,123.00	\$97,684.00
	20-131 O/E	TREASURY & DEBT MGT	\$4,200.00	\$4,800.00
	20-107 S/W	UTILITY MANAGEMENT	\$106,795.00	\$160,192.00
	20-116 S/W	WORKFORCE MANAGEMENT	\$125,810.00	\$188,715.00
	20-116 O/E	WORKFORCE MANAGEMENT	\$6,956.00	\$14,956.00

TITLE:

21-186 S/W	ZONING	\$67,855.00	\$101,782.00
GRANT	UASI FFY14	\$0.00	\$200,000.00
GRANT	WIC FFY15	\$0.00	\$14,400.00

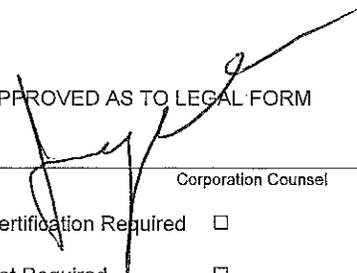
TOTAL INCREASE: \$47,133,785.

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

APPROVED: 

APPROVED: _____
Business Administrator

APPROVED AS TO LEGAL FORM



Corporation Counsel

Certification Required

Not Required

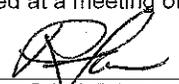
APPROVED 7-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 4.13.16											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA		ABSENT	
RAMCHAL		ABSENT		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

ET (RESOLUTION AUTHORIZING AN EMERGENCY TEMPORARY APPROPRIATION)
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Initiator

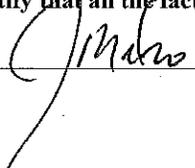
Department/Division	ADMINISTRATION	BUDGET
Name/Title	JOHN METRO	PRINCIPAL ACCOUNT CLERK
Phone/email	201-547-5042	JMETRO@ICNJ.ORG

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

Resolution Purpose

This Resolution is to increase the temporary budget to cover salary and expenses as well as include new grant received.

I certify that all the facts presented herein are accurate.



April 5, 2016

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

City Clerk File No. Res. 16.207

Agenda No. 10-B.

Approved: APR 13 2016



TITLE: RESOLUTION AUTHORIZING AN EXTENSION OF THE PROFESSIONAL SERVICES CONTRACT WITH ALPINE MEDICAL GROUP, TO CONDUCT MEDICAL EXAMINATION OF CIVILIAN AND UNIFORMED EMPLOYEES AND OF APPLICANTS FOR EMPLOYMENT

COUNCIL AS A WHOLE OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, Resolution 15.253, approved on April 8, 2015, awarded a one year contract to Alpine Medical Services pursuant to an agreement attached hereto as **Exhibit A**, to provide the services of physicians to conduct medical examinations of civilian and uniformed employees of the City of Jersey City ("City") and of applicants for employment with the City; and

WHEREAS, the City has been obtaining medical services from Alpine Medical Group since April 13, 2015, is satisfied with their work, and will continue to utilize their services on a month to month basis, not to exceed six months, while the City solicits proposals for a new one year contract for medical services; and

WHEREAS, these services qualify as professional services exempt from bidding under the Local Public Contracts Law, N.J.S.A. 40A: 11-5(1)(a)(i); and

WHEREAS, the total cost of the contract for six months shall not exceed \$70,250.00, and funds in the amount of \$30,000 are available in Account No. 16-01-201-20-115-312 PO119767 for this purpose.

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

1. The professional services contract with Alpine Medical Group, attached hereto, is hereby extended as of April 14, 2016 on a month to month to basis, not to exceed six (6) months, and the total cost shall not exceed \$70,250.00;
2. 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; and
3. Pursuant to N.J.A.C. 5:30-5.5(a), the continuation of the contract after the expenditure of funds encumbered in the 2016 fiscal year temporary budget shall be subject to the availability and appropriation of sufficient funds in the 2016 fiscal year permanent budget.

City Clerk File No. Res. 16.207
Agenda No. 10.B APR 13 2016

TITLE:

RESOLUTION AUTHORIZING AN EXTENSION OF THE PROFESSIONAL SERVICES CONTRACT WITH ALPINE MEDICAL GROUP, TO CONDUCT MEDICAL EXAMINATION OF CIVILIAN AND UNIFORMED EMPLOYEES AND OF APPLICANTS FOR EMPLOYMENT

- 4. This contract shall be subject to the condition that the consultant provides satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10-5-31 et seq.

I Donna Mauer (Donna Mauer) as Chief Financial Officer hereby certify that these funds of \$30,000.00 are available in Account 16-01-201-20-115-312 PO #119767.

BD 04.01.16

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: _____

Business Administrator

Corporation Counsel

Certification Required

Not Required

APPROVED 7-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 4.13.16											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA		ABSENT	
RAMCHAL		ABSENT		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 of the City of Jersey City, N.J.

City Clerk File No. Res. 15.253

Agenda No. 10.Z.2

Approved: APR 08 2015

TITLE:

RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH ALPINE MEDICAL GROUP, TO CONDUCT MEDICAL EXAMINATIONS OF CIVILIAN AND UNIFORMED EMPLOYEES AND OF APPLICANTS FOR EMPLOYMENT



COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, the City of Jersey City (City) requires the services of physicians to conduct medical examinations of civilian and uniformed employees and of applicants for employment; and

WHEREAS, the City issued a Request for Proposals for employee medical services on the City's official website and received three (3) proposals on February 24, 2015; and

WHEREAS, Alpine Medical Group, 424 Central Avenue, Jersey City, New Jersey, has licensed physicians capable of providing such services and submitted a proposal in response to the City's Request for Proposals indicating that it will provide the services for the sum of \$181,200.00; and

WHEREAS, these services qualify as professional services under the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq.; and

WHEREAS, the City is awarding this contract pursuant to the fair and open provisions of the Pay-to-Play Law, N.J.S.A. 19:44A-20.4 et seq.; and

WHEREAS, Alpine Medical Group, 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 maximum amount of the contract in question is \$181,200.00, of which \$25,000.00 will be available in Temporary Budget Account No. 15-01-201-20-115-312; and

WHEREAS, funds will be available within the CY2015 and CY2016 budget throughout the contract term; and

WHEREAS, the resolution authorizing the award and the contract itself must be available for public inspection;

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

1. Subject to such modification as may be deemed necessary and appropriate by Corporation Counsel, the Mayor or Business Administrator is hereby authorized to execute the attached contract with Alpine Medical Group to conduct medical examinations of employees and of applicants for employment;
2. The maximum contract amount shall not exceed \$181,200.00. The term of the contract shall be from April 13, 2015 through April 13, 2016;
3. This agreement is awarded as a professional services agreement under the Local Public Contracts Law, N.J.S.A. 40A:11-5(1)(a)(i);
4. This agreement is awarded as a fair and open contract pursuant to the Pay-to-Play Law, N.J.S.A. 19:44A-20.4 et seq

TITLE:

RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH ALPINE MEDICAL GROUP, TO CONDUCT MEDICAL EXAMINATIONS OF CIVILIAN AND UNIFORMED EMPLOYEES AND OF APPLICANTS FOR EMPLOYMENT

- 5. A copy of this resolution will be published in a newspaper of general circulation in the City of Jersey City as required by law within (10) days of the adoption of the resolution;
- 6. Pursuant to N.J.A.C. 5:30-5.5(a), the continuation of the contract after the expenditure of funds encumbered in the 2015 fiscal year temporary budget shall be subject to the availability and appropriation of sufficient funds in the 2015 calendar fiscal year permanent budget;
- 7. The award of this contract shall be subject to the condition that Alpine Medical Group provides satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et. seq.; and
- 8. The Certification of Compliance with the City's Contractor Pay-to Play Reform Ordinance 08-128 adopted on September 3, 2008, attached hereto and incorporated herein by reference, shall be placed on file with this resolution.

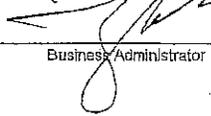
I, hereby certify that funds in the amount of \$25,000.00 are available in Account No. 15-01-201-20-115-312. P.O. No. 116 982 Temporary Encumbrancy.

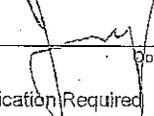

Donna Mater, Chief Financial Officer

JF/lor
03/31/15

APPROVED: 

APPROVED AS TO LEGAL FORM 

APPROVED: 
Business Administrator


Corporation Counsel

Certification Required

Not Required

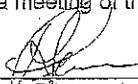
APPROVED 9-0

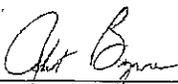
RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
APR 15				APR 15				APR 15			
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ 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

1022

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 A PROFESSIONAL SERVICES AGREEMENT WITH ALPINE MEDICAL GROUP, TO CONDUCT MEDICAL EXAMINATIONS OF CIVILIAN AND UNIFORMED EMPLOYEES AND OF APPLICANTS FOR EMPLOYMENT

Initiator

Department/Division	Human Resources	Workforce Management
Name/Title	Nancy Ramos	HR Director
Phone/email	201-547-5224	NancyR@jcnj.org

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

Resolution Purpose

The purpose of this resolution is to contract Alpine Medical Group, a Minority and Women Owned Business in Jersey City, to conduct medical examination of civilian and uniformed employees, and applicants for employment in accordance with the result of the announced proposal received on February 24, 2015.

The City received three proposals with total costs from each vendor listed below. Base on Alpine's cost sheet, they will provide a lower cost for their service than the other two medical groups.

- Alpine Medical Group: \$181,200.00
- Concentra Medical Centers: \$202,129.00
- CarePoint Health Group: \$226,150.00

I certify that all the facts presented herein are accurate.

Nancy Ramos
Signature of Department Director

4/1/15
Date

AGREEMENT

Agreement made this 11th day of ^{MAY} ~~April~~, 2015, by and between the City of Jersey City, a municipal corporation of the State of New Jersey (City) and Alpine Medical Group ("AMG"), 424 Central Ave, Jersey City, New Jersey 07307

Whereas, the City is desirous of securing the services of physicians to perform medical examinations of civilian and uniformed employees and of applicants for employment; and

Whereas, AMG has represented that it is an organization skilled in such services and is willing to undertake such services for the City; and

Whereas, based upon these representations, the City desires to contract with AMG for the performance of such services; and

Whereas, this Agreement was authorized by Resolution 15.253 approved on April 8, 2015;

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

Scope of Services

1. (a) Pre-employment Examinations: AMG shall conduct pre-employment physical examinations of prospective employees of the City. This examination shall include the following tests:

Civilian Employees - The physical examination of non-uniform employees shall include:

Civilian without EKG

- a. For employees under age 45
- b. Review of medical history
- c. Clinical examination, including, but not limited to:
 - i. Musculoskeletal exam
 - ii. Respiratory evaluation
 - iii. Eye, ears, nose, throat exam, including visual acuity
 - iv. Cardiovascular evaluation
 - v. Gastrointestinal evaluation
 - vi. Urinalysis and drug screening

Civilian with EKG

- a. For employees over age 45
- b. Review of medical history
- c. Clinical examination, including, but not limited to:

- i. Musculoskeletal exam
- ii. Respiratory evaluation
- iii. Eye, ears, nose, throat exam, including visual acuity
- iv. Cardiovascular evaluation
- v. Gastrointestinal evaluation
- vi. Urinalysis and drug screening
- d. E K G

Public Health Nurse without EKG

- a. For employees under age 45
- b. Review of medical history
- c. Clinical examination, including, but not limited to:
 - i. Musculoskeletal exam
 - ii. Respiratory evaluation
 - iii. Eye, ears, nose, throat exam, including visual acuity
 - iv. Cardiovascular evaluation
 - v. Gastrointestinal evaluation
 - vi. Urinalysis and drug screening
- d. Rubella
- e. Mantoux

Public Health Nurse with EKG

- a. For employees over age 45
- b. Review of medical history
- c. Clinical examination, including, but not limited to:
 - i. Musculoskeletal exam
 - ii. Respiratory evaluation
 - iii. Eye, ears, nose, throat exam, including visual acuity
 - iv. Cardiovascular evaluation
 - v. Gastrointestinal evaluation
 - vi. Urinalysis and drug screening
- d. Rubella
- e. Mantoux
- f. EKG

- (b) Uniformed Employees - (Police & Fire Divisions): The physical examination of applicants for uniformed positions with the Public Safety Department shall include:

Public Safety (Police/Fire)

- a. Review medical history
- b. Clinical examination
- c. EKG
- d. Chest X-Ray
- e. SMA 6 (Liver & general if necessary)

- f. Blood Serum Triglycerides
- g. Cardiac Stress Test
- h. Two step PPD (Tuberculin Test)
- i. Pulmonary Function Test
- j. Drug Screening Test- (Alcohol & Substance Abuse)
- k. Hepatitis Vaccination
- i. Any other applicable medical test in complies with state federal EEO laws.

Hazardous Waste Material (Haz-Mat) Baseline Physical - Uniformed Police & Fire

- a. Physical Examination including history
- b. Laboratory Studies (CBC & urinalysis)
- c. Electrocardiogram
- d. Pulmonary Function Test (with Pulmonologist interpretation)
- e. Audiometric Test (Industrial hearing test)
- f. Chest X-Ray (written interpretation)
- g. Any other applicable medical test in compliance with local, state and federal laws.

OSHA Respirator Medical Evaluation-Uniformed Fire

OSHA Respirator Medical Evaluation-Uniformed Fire #1

- a. Employee reading/interpretation of the Respirator Medical Evaluation Questionnaire

OSHA Respirator Medical Evaluation-Uniformed Fire #2

- a. Physical examination

OSHA Respirator Medical Evaluation-Uniformed Fire #3

- a. Pulmonary function test

Bicycle Physical for Uniformed Police Officers

- a. Employee basic physical examination
- b. Pulmonary function test

- (c) Return to Work Examination
At the discretion of the Director of Human Resources, examine employee with respect to illness to ascertain employee's fitness to return to work. May be contingent on employee receiving clearance to return from his/her personal physician.
- (d) Certification of Illness (abuse sick/injury leave)
Examine employee and render an objective opinion in writing to the Human Resource Department as to legitimacy of an employee's illness.

- (e) Workability/Disability Pension Examination
Examine employee with respect to illness to ascertain employee's fitness to return to work or Eligibility for disability pension.
- (f) Stand-alone Procedures
EKG
X-Ray
Rubella
Mantoux
Hepatitis
Urine and Drug Screen
Flu Shots
Audiology
Random Drug test

2. Other Requirements:

- (A) This agreement is for one year effective as of April 13, 2015. The agreement shall terminate on April 13, 2016 at 11:59 p.m.
- (B) For pre-employment physicals and annual police and fire physicals, AMG shall have physicians available to conduct examinations between Monday and Friday from 9:00 a.m. to 5:00 p.m. and on Saturday from 8:00 a.m. to 12:00 noon if the City so requests upon one week's notice. If the City schedules more than thirty (30) pre-employment examinations in one week, it shall provide five (5) days' notice.
- (C) For examinations of civilian and uniformed employees, AMG shall have physicians available to conduct examinations seven days a week 24 hours per day. AMG shall conduct all examinations, both return to work and certification of illness, within two hours of a request by Workforce Management Division of the City. AMG shall provide the results of the examination by telephone on the following work day. AMG shall provide a written opinion, if requested, within five working days of examination.
- (D) For pre-employment physicals, results of the assigned work will be given to Workforce Management Division and/or person designated by the Director of Human Resources by telephone on the following work day and by written report (copy of physician's opinion, etc.) within five (5) working days.
- (E) AMG agrees that examining physicians shall, if requested, make themselves available for consultation and shall testify in legal proceedings as to the results of their examinations. The City shall pay AMG a fee to be negotiated with AMG for this service.
- (F) All examinations must be conducted in a facility operated within Jersey City. AMG shall provide free parking for Jersey City employees during examinations by AMG. These parking spaces shall be located within close proximity of the examining facility. If a parking space is unavailable, AMG shall reimburse the employee for parking provided a receipt is supplied.
- (G) AMG will provide the City with the names and resumes of any physicians who will be examining employees under this contract. Workforce

Management Division may request that a physician no longer be assigned to examinations.

3. Fee Schedule:

The City shall pay AMG and AMG agrees to accept as full payment for work performed under this Agreement the fees listed on the Price Proposal attach hereto and incorporated herein by reference. AMG shall submit monthly bills for its services. Bills shall specify the examinations performed in sufficient detail to enable City to determine the basis of the bill. Billing will be addressed to:

Nancy Ramos, Director of Human Resources
City Hall - 280 Grove Street Rm. 103
Jersey City, NJ 07302

The total amount payable under this contract shall not exceed \$181,200.00. AMG shall provide no services after total billings exceed \$181,200.00 unless notified by City that the additional funds have been appropriated.

4. Termination of Agreement:

This Agreement may be terminated by either party upon thirty (30) days' written notice to the other party. Termination shall not prejudice AMG's right to payment for services rendered nor the City's right to services before the end of the period of notice.

5. Indemnification:

AMG shall be liable to and hereby agrees to indemnify, defend and hold harmless the City, its officers, employees and agents from and against any and all liability, loss, damage, claim or expense of any kind whatsoever, including without limitation, reasonable attorney's fees and costs, which result from errors, omissions or negligent acts by AMG, its officers, trustees, employees, and agents arising out of or in connection with the performance of this agreement.

The City shall indemnify, defend and hold harmless AMG and its officers, trustees, employees and agents from and against any and all liability, loss, damage, claim or expense of any kind whatsoever, including without limitation, reasonable attorney's fees and costs which result from errors, omissions or negligent acts by the City, its officers, employees and agents arising out of or in connection with the custody and use of all medical reports prepared by AMG and delivered to the City.

6. Insurance:

AMG shall deliver, within 10 days after receiving a written request from the City Risk Manager, certified copies of each of the insurance policies identified below.

AMG 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 and additional insured 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) Automobile 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.

The City of Jersey City is self-insured for automobile, general liability, and workers' compensation. These programs are in accordance with N.J.S.A. 40A:10-1 et seq. If a loss should occur, all claim information must be forwarded to the City of Jersey City Office of Risk Management.

7. Compliance with affirmative action plan:

(a) If the Agreement exceeds \$36,000.00 it shall also be subject to the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et seq.

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

1) A supplemental Affirmative Action Agreement pursuant to N.J.S.A. 10:5-31 et seq. (for contracts which exceed \$36,000.00); (Exhibit B attached hereto and incorporated herein by reference.)

2) An Affirmative Action Employee Information Report (form AA-302) (for contracts which exceed \$36,000.00).

8. Certification of funding:

The continuation of this contract after the expenditure of funds encumbered in the City's fiscal year 2015 temporary budget shall be subject to the appropriation of sufficient funds in the fiscal year 2015 permanent budget.

9. New Jersey Business Registration Requirements (not applicable to nonprofit entities):

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.

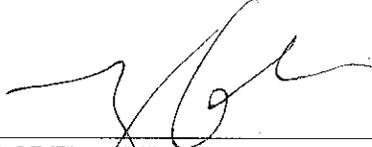
10. City of Jersey City Contractor Pay-to-Play Reform Ordinance:

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.

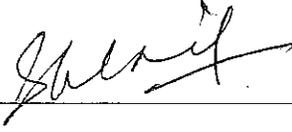
IN WITNESS WHEREOF, the parties have signed this Agreement on the day and year first above written.

CITY OF JERSEY CITY.

ALPINE MEDICAL GROUP



ROBERT J. KAKOLESKI
Business Administrator

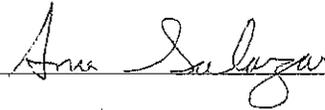


ATTEST

ATTEST:



ROBERT BYRNE
City Clerk



(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)

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): Dr. Amir Syed

Representative's Signature: Mitchelle

Name of Company: Alain Medical Group

Tel. No.: 201-222-9376

Date: 2/16/2011

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

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

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

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

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

Representative's Name/Title Print: Dr. Robert Sargent MD
Representative's Signature: [Signature]
Name of Company: Arden Medical Group
Tel. No.: 201-222-5376 Date: 2/16/2015

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

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

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

Business Name : Alpine Medical Group
Address : 424 Central Ave, Jersey City NJ 07307
Telephone No. : 201-222-9370
Contact Name : Dr. Amir Syed

Please check applicable category :

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

Definitions

Minority Business Enterprise

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

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

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

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

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

Woman Business Enterprise

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

STATE OF NEW JERSEY
Division of Purchase & Property
Contract Compliance Audit Unit
EEO Monitoring Program

EMPLOYEE INFORMATION REPORT

IMPORTANT-READ INSTRUCTIONS CAREFULLY BEFORE COMPLETING FORM. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM AND TO SUBMIT THE REQUIRED \$150.00 FEE MAY DELAY ISSUANCE OF YOUR CERTIFICATE. DO NOT SUBMIT EEO-1 REPORT FOR SECTION B, ITEM 11. For Instructions on completing the form, go to: http://www.state.nj.us/treasury/contract_compliance/pdf/aa302ins.pdf

SECTION A - COMPANY IDENTIFICATION

1. FED. NO. OR SOCIAL SECURITY	2. TYPE OF BUSINESS <input type="checkbox"/> 1. MFG <input checked="" type="checkbox"/> 2. SERVICE <input type="checkbox"/> 3. WHOLESALE <input type="checkbox"/> 4. RETAIL <input type="checkbox"/> 5. OTHER	3. TOTAL NO. EMPLOYEES IN THE ENTIRE COMPANY 14
4. COMPANY NAME Alpine Medical Associates		
5. STREET 424 Central Ave	CITY Jersey City	COUNTY Hudson
STATE NJ		ZIP CODE 07307
6. NAME OF PARENT OR AFFILIATED COMPANY (IF NONE, SO INDICATE) Alpine Medical Group		CITY Jersey City
STATE NJ		ZIP CODE 07306
7. CHECK ONE, IS THE COMPANY: <input checked="" type="checkbox"/> SINGLE-ESTABLISHMENT EMPLOYER <input type="checkbox"/> MULTI-ESTABLISHMENT EMPLOYER		
8. IF MULTI-ESTABLISHMENT EMPLOYER, STATE THE NUMBER OF ESTABLISHMENTS IN NJ None		
9. TOTAL NUMBER OF EMPLOYEES AT ESTABLISHMENT WHICH HAS BEEN AWARDED THE CONTRACT None		
10. PUBLIC AGENCY AWARDDING CONTRACT		
CITY Jersey City		COUNTY Hudson
STATE NJ		ZIP CODE 07302
Official Use Only	DATE RECEIVED	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	2	2					2								
Professionals	5	4	1		1		1	2						1	
Technicians															
Sales Workers															
Office & Clerical	2		2								1			1	
Craftworkers (Skilled)	6										5			1	
Operatives (Semi-skilled)															
Laborers (Unskilled)															
Service Workers															
TOTAL															
Total employment from previous Report (if any)															
Temporary & Part-Time Employees	The data below shall NOT be included in the figures for the appropriate categories above.														
	1				1										

12. HOW WAS INFORMATION AS TO RACE OR ETHNIC GROUP IN SECTION B OBTAINED <input checked="" type="checkbox"/> 1. Visual Survey <input type="checkbox"/> 2. Employment Record <input type="checkbox"/> 3. Other (Specify)	14. IS THIS THE FIRST Employee Information Report Submitted? 1. YES <input checked="" type="checkbox"/> 2. NO <input type="checkbox"/>	15. IF NO, DATE LAST REPORT SUBMITTED MO DAY YEAR
13. DATES OF PAYROLL PERIOD USED From: 2010 To: Current		

SECTION C - SIGNATURE AND IDENTIFICATION

16. NAME OF PERSON COMPLETING FORM (Print or Type) Peter N. Levine DPM	SIGNATURE	TITLE Office Manager	DATE MO DAY YEAR 04 03 2014
17. ADDRESS NO. & STREET 424 Central Ave	CITY Jersey City	COUNTY Hudson	STATE NJ
ZIP CODE 07307	PHONE (AREA CODE, NO., EXTENSION) 201 - 222 - 9730		



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: ALPINE MEDICAL GROUP LLC

Trade Name:

Address: 29 WALTER HAMMOND PLACE
WALDWICK, NJ 07463

Certificate Number: 1931898

Effective Date: February 13, 2015

Date of Issuance: February 13, 2015

For Office Use Only:

20150213103820679

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

City Clerk File No. Res. 16.208

Agenda No. 10.C

Approved: APR 13 2016

TITLE:



AUTHORIZING REPLACEMENT OF LOST THIRD PARTY TAX SALE CERTIFICATE# 200435 SOLD TO FUNB-CUST FOR D.H. TRUSTEE

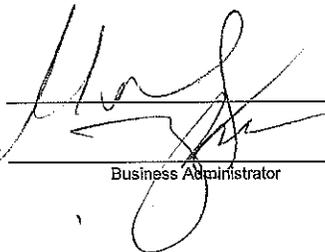
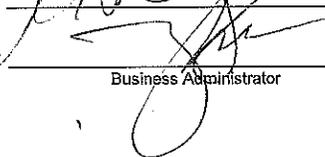
**COUNCIL OFFERED, AND MOVED
ADOPTION OF THE FOLLOWING RESOLUTION:**

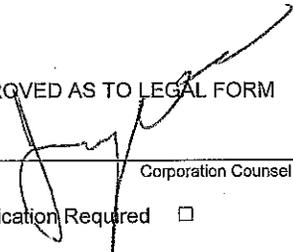
WHEREAS, the City of Jersey City sold a tax sale certificate on 46 Hopkins Avenue, Block 560 Lot 34.C, Certificate# 200435 on November 2, 1995 to Funb-Cust for D.H. Trustee; and

WHEREAS, Funb-Cust for D.H. Trustee the third party lienholder for certificate# 200435, lost the original certificate issued on November 2, 1995; and

WHEREAS, the Tax Collector would like to issue a duplicate tax sale certificate to Funb-Cust for D.H. Trustee under chapter 99 the P.L. of 1997.

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City, that Funb-Cust for D.H. Trustee be given a duplicate tax sale certificate for Block 560 Lot 34.C.

APPROVED: 
 APPROVED: 
 Business Administrator

APPROVED AS TO LEGAL FORM

 Corporation Counsel

Certification Required
 Not Required

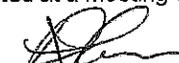
APPROVED 7-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 4.13.16											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA		ABSENT	
RAMCHAL		ABSENT		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

**AFFIDAVIT OF LOST TAX SALE CERTIFICATE
PURSUANT TO CHAPTER 99 OF PUBLIC LAWS OF 1997**

THIS IS TO CERTIFY THAT the following tax sale certificate issued by the City of Jersey City, by Maureen Dolce the Collector of Taxes of the City of Jersey City, in the County of Hudson, and the State of New Jersey, issued to the undersigned, US Bank National Association as successor in interest to Wachovia Bank N.A. F/K/A FUNB as Custodian for DH & Associates, recorded in BK: 5852 PG: 346 on 2/13/96 on lands known as Tax Maps and Tax Duplicate of said municipality as Block 560 Lot 34.C, also known as 46 Hopkins Avenue and assessed thereon to MINICHIELLO, S.& T.PACIORKOWSKI. is lost and has not been transferred or otherwise assigned.

DATE OF SALE	CERT. NO.	AMOUNT SALE	DATE RECORDED	BOOK & PAGE
11/2/95	200435	\$3,362.90	2/13/96	5852-346

IN WITNESS WHEREOF, the said US Bank National Association as successor in interest to Wachovia Bank N.A. F/K/A FUNB as Custodian for DH & Associates has hereunto set his/her hand and seal this 3rd day of November, 2009.

N. Caramanico

Nicholas A. Caramanico
Vice President

COMMONWEALTH OF PENNSYLVANIA :

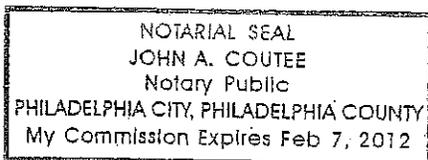
:SS

COUNTY OF PHILADELPHIA :

BE IT REMEMBERED that on this 3rd day of November, 2009, before me the subscriber, a Notary Public of Pennsylvania, personally appeared Nicholas A. Caramanico, who I am satisfied, is the person named in and who executed the within Instrument, and thereupon she acknowledged, that she signed, sealed and delivered the same as her act and deed, for the uses and purpose therein expressed.

John Coutee

A Notary Public of Pennsylvania



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

AUTHORIZING REPLACEMENT OF LOST THIRD PARTY TAX SALE CERTIFICATE# 200435 SOLD TO FUNB-CUST FOR D.H. TRUSTEE

Initiator

Department/Division	Administration	Tax Collection
Name/Title	Maureen Cosgrove	Tax Collector
Phone/email	5120	Maureen@icnj.org

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

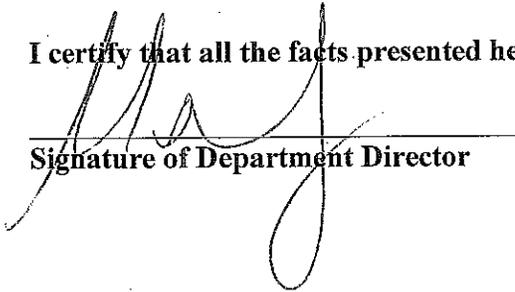
Resolution Purpose

The purpose of this resolution is to prepare a duplicate tax sale certificate for FUNB-CUST FOR D.H. TRUSTEE who misplaced the original certificate.

I certify that all the facts presented herein are accurate.

Signature of Department Director

Date



4-5-16

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

City Clerk File No. Res. 16.209

Agenda No. 10.D

Approved: APR 13 2016

TITLE:



RESOLUTION AUTHORIZING THE PAYMENT OF PROPERTY TAXES RELATING TO THE SEVEN (7) CITY-OWNED RESIDENTIAL CONDOMINIUM UNITS LOCATED AT 311 WASHINGTON STREET.

COUNCIL
following resolution:

offered and moved adoption of the

WHEREAS, as the result of a lawsuit, the City of Jersey City v. Washington Commons LLC, Doc. HUD L-1957-11 the City of Jersey became the owner of seven, (7) residential condominium units located at 311 Washington Street; and

WHEREAS, the Tax Collector and Tax Assessor advised that these units are not being utilized for a public purpose and are subject to the payment of property taxes; and

WHEREAS, the quarterly installments due for property taxes for all seven (7) units is \$10,579.52 a month or \$42,318.08 a year; and

WHEREAS, the City will need to pay the property taxes for 2016 which will total \$42,318.08; and

WHEREAS, unpaid property taxes subject a unit to foreclosure in the same manner as a mortgage; and

WHEREAS, funds in the amount of \$15,000.00 will be made available in the City's 2016 temporary budget in unclassified operating account # 01-201-31-432-304; and

WHEREAS, 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 calendar year temporary budget shall be subject to the availability and appropriation of sufficient funds in the 2016 calendar year permanent budget.

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

1. The Mayor or Business Administrator is hereby authorized to pay the property taxes for the seven (7) condominium units at 311 Washington Street in the amount of \$10,579.52 quarterly or \$42,318.08 per year;
2. Funds in the amount of \$15,000.00 will be made available in the City's 2016 temporary budget in unclassified operating account #01-201-31-432-304;
3. Pursuant to N.J.A.C. 5:30-5.5(a), the continuation of the contract after the expenditure of funds encumbered in the 2016 calendar year temporary budget shall be subject to the availability and appropriation of sufficient funds in the 2016 calendar year permanent budget.

City Clerk File No. Res. 16.209
Agenda No. 10.D APR 13 2016

TITLE:

**RESOLUTION AUTHORIZING THE PAYMENT OF PROPERTY TAXES
RELATING TO THE SEVEN (7) CITY-OWNED RESIDENTIAL UNITS
LOCATED AT 311 WASHINGTON STREET.**

I Donna Mauer (Donna Mauer), Chief Financial Officer,
certify that funds in the amount of \$15,000.00 are available in Account
#01-201-31-432-304 and the balance shall be made available to the Division of
Real Estate in the City's permanent budget.

Requisition # 0174154 P.O.# 120 707.

AMM/pr

APPROVED: Ann Marie Nigley, Real Estate Manager APPROVED AS TO LEGAL FORM

APPROVED: [Signature]
Business Administrator

[Signature]
Corporation Counsel
Certification Required
Not Required

APPROVED 7-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 4.13.16											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA		ABSENT	
RAMCHAL		ABSENT		OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

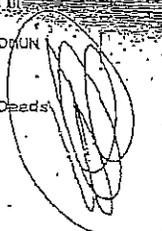
Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

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

[Signature]
Robert Byrne, City Clerk

WILLIAM C. MATSIKLOUDIS
Corporation Counsel
City of Jersey City
City Hall - 280 Grove Street
Jersey City, New Jersey 07302
Telephone (201) 547-5229
Attorney for Plaintiff, City of Jersey City

2011004010074200 1/2
10/04/2011 10:12:06 AM DEED/UN
Bk: 8813 Ps: 422
Willie L. Flood
Hudson County, Register of Deeds
Receipt No. 508246



SEP 2011
MARY K. COSTELLO

CITY OF JERSEY CITY

Plaintiff

v.

WASHINGTON COMMONS, LLC

Defendant

SUPERIOR COURT OF NEW JERSEY
Law Division - Hudson County
Docket No. HUD L-1957-11

Civil Action

FINAL JUDGMENT AWARDING TITLE
TO 7 CONDOMINIUM UNITS AT
311 WASHINGTON ST., JERSEY CITY
NEW JERSEY

This matter having been the subject of a trial held as a summary proceeding on August 25, 2011, and William C. Matsikoudis, Corporation Counsel, attorney for the City of Jersey City, Judith D. O'Donnell, Assistant Corporation Counsel, appearing for the plaintiff, and Nicholas Buttafucio, Esq. appearing for the defendant, and the matter being opposed, the Court having considered the evidence presented, the arguments of counsel and the Court having made findings of fact and for good cause shown,

IT IS on this 7th day of Sept., 2011 ORDERED as follows:

1. That the City is hereby awarded title to the second floor units A, B, C, D, E, F and G (the "Units") at 311 Washington Street, Jersey City, New Jersey
2. That pursuant to this Final Judgment, fee absolute title to the Units shall vest in the City of Jersey City simple October 7, 2011 unless defendant executes deeds for each Unit on or before that date.
3. That Defendant shall provide title insurance for the Units, as well as the Public Offering Statement for the condominium in which the Units are located, the survey certificates for each Unit and a copy of the recorded Master Deed.
4. That Defendant shall remove any liens or other encumbrances so that each

shall have marketable title.

5. For each Unit, the Defendant shall also provide the City with Homeowner Warranties, Affidavits of Consideration, Seller's Residency Certification/Exemption form GIT/REP-3 (or any amendment thereto), 1099's and any other document required to legally convey condominium units in New Jersey.

6. Each Unit shall be fully completed with all areas needing repair, properly repaired, and in broom clean condition.

7. This Final Judgment shall be recordable by the Hudson County Register as title to the aforementioned Units in lieu of deeds, filed with the Clerk of the Superior Court of New Jersey and shall be considered for all purposes valid and transferrable fee simple title to the Units on the tax map of the City of Jersey City known as Block 106, Lot A.1, and identified above as the Units.

8. The Unit conveyance terms of this Final Judgment shall be stayed for 5 days from the date of the bench trial of August 25, 2011.

9. The Counterclaim is hereby dismissed.

10. The effective date of this Final Judgment is the date of the bench trial, i.e. August 25, 2011.

Mary K Costello
HON. MARY K. COSTELLO, JSC

Proposed garnish of order and two pounds of objections under Five Day Rule were received and considered.

RESOLUTION FACT SHEET – NON-CONTRACTUAL

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Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING THE PAYMENT OF PROPERTY TAXES RELATING TO THE SEVEN (7) CITY-OWNED RESIDENTIAL CONDOMINIUM UNITS LOCATED AT 311 WASHINGTON STREET

Initiator

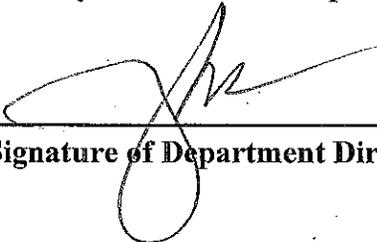
Department/Division	Administration	Real Estate
Name /Title	Ann Marie Miller	Real Estate Manager
Phone/E-Mail	(201) 547-5234	annmarie@jenj.org

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

Resolution Purpose

To pay property taxes on the seven (7) city-owned residential condominium units located at 311 Washington Street that are not being used as a public purpose as per the Tax Collector & Tax Assessor. This will avoid foreclosure as unpaid property taxes are subject to foreclosure in the same manner as a mortgage.

I certify that all the facts presented herein are accurate.



Signature of Department Director



Date

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

City Clerk File No. Res. 16.210

Agenda No. 10.E

Approved: APR 13 2016

TITLE:



AUTHORIZING REPLACEMENT OF LOST THIRD PARTY TAX SALE CERTIFICATE# 2015-2066 SOLD TO US BANK C/F TOWER DBW

COUNCIL OFFERED, AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, the City of Jersey City sold a tax sale certificate on 136 Woodlawn Ave, Block 25703 Lot 35, Certificate# 2015-2066 on December 17, 2015 to US BANK C/F TOWER DBW; and

WHEREAS, US BANK C/F TOWER DBW the third party lienholder for certificate 2015-2066 lost the original certificate issued on December 17, 2015; and

WHEREAS, the Tax Collector's records indicate that the tax sale certificate was redeemed on January 29, 2016 by the property owner; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City, that **US BANK C/F TOWER DBW** be given a duplicate tax sale certificate.

APPROVED: [Signature] APPROVED AS TO LEGAL FORM [Signature]
 APPROVED: [Signature] Business Administrator Corporation Counsel
 Certification Required
 Not Required **APPROVED 7-0**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 4.13.16											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA		ABSENT	
RAMCHAL		ABSENT		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

**AFFIDAVIT OF LOST CERTIFICATE OF SALE
PURSUANT TO CHAPTER 99 OF PUBLIC LAWS OF 1997**

THIS IS TO CERTIFY THAT the following tax sale certificate, issued to the undersigned *US Bank as Cust for Tower DBW V Trust 2015-1* by the Collector of Taxes of the **Jersey City**, in the County of **Hudson**, and State of New Jersey, on lands known on the tax maps and tax duplicate of said municipality as **Block 25703, Lot 35**, and assessed thereon to **Bell, Philip & Ebony**, is lost and has not been transferred or otherwise assigned. I make this affidavit to include the municipality to authorize the issuance of a Duplicate Tax Sale Certificate.

<u>CERTIFICATE</u>	<u>AMOUNT</u>	<u>DATE</u>	<u>BOOK &</u>
<u>DATE</u>	<u>NUMBER</u>	<u>OF SALE</u>	<u>RECORDED</u> <u>PAGE</u>
12/17/2015	2015-2066	4,157.81	

IN WITNESS WHEREOF, the said Steven Jordon for *US Bank as Cust for Tower DBW V Trust 2015-1* has hereunto set his hand and seal this March 30, 2016

US Bank as Cust for Tower DBW V Trust 2015-1

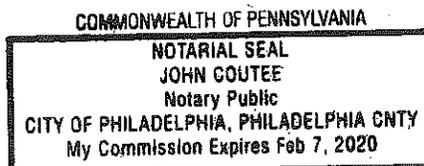
BY: _____

Steven Jordon
Vice President

**COMMONWEALTH OF PENNSYLVANIA
COUNTY OF PHILDELPHIA**

BE IT REMEMBERED that on this March 30, 2016, before me, a Notary Public of New Jersey, personally appeared Steven Jordon, for *US Bank as Cust for Tower DBW V Trust 2015-1* who, I am satisfied, is the person named in and who executed the within instrument, and thereupon he acknowledged that he signed, sealed and delivered the same as his act and deed, for the uses and purposes therein expressed.

Notary Public



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

AUTHORIZING REPLACEMENT OF LOST THIRD PARTY TAX SALE CERTIFICATE# 2015-2066
SOLD TO US BANK C/F TOWER DBW

Initiator

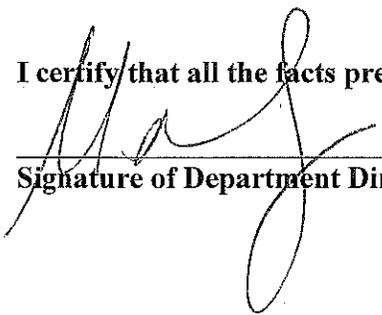
Department/Division	Administration	Tax Collection
Name/Title	Maureen Cosgrove	Tax Collector
Phone/email	5120	Maureen@icnj.org

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

Resolution Purpose

The purpose of this resolution is to prepare a duplicate tax sale certificate for US BANK C/F TOWER DBW who misplaced the original certificate.

I certify that all the facts presented herein are accurate.



Signature of Department Director

4-4-16

Date

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

City Clerk File No. Res. 16.211

Agenda No. 10.F

Approved: APR 13 2016



TITLE:

Resolution Authorizing the City of Jersey City to Purchase by Assignment a Tax Sale Certificate owned by SB Muni custodian for LBNJ, LLC certificate #2012-1961 affecting 88 Wilkerson Avenue also known as Block 23501, Lot 49

Council offered and moved adoption of the following resolution:

Whereas, 88 Wilkerson Avenue is currently listed on the Tax Assessor's records as being owned by L&G Dwight from Surrogate's Court documents from 1988 for the estate of Gerline Dwight and Le Roy Dwight Sr.; and

Whereas, a title search indicates that the property owner is the Administrator of Veteran's Affairs by Deed dated October 6, 1966 recorded in Deed Book 3004 at page 811; and

Whereas, Veteran's Affairs is an agency of the federal government; and

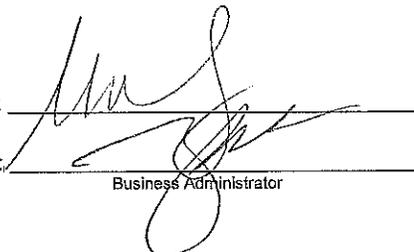
Whereas, the City of Jersey City ("City") sold tax sale certificate #2012-1961 affecting 88 Wilkerson Avenue to SB Muni custodian for LBNJ, LLC ("SB Muni"); and

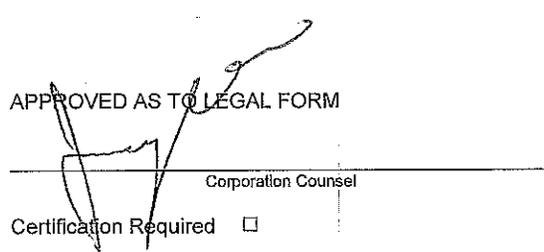
Whereas, SB Muni cannot conduct an in rem foreclosure action against an agency of the federal government; and

Whereas, it is in the City's best interest to have the tax sale certificate assigned to the City and the City will acquire the property by conducting an in personam foreclosure action once the assignment is complete.

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

1. The City shall accept an assignment of tax sale certificate #2012-1961 for the property located at Block 23501, Lot 49 and more commonly known as 88 Wilkerson Avenue; and
2. The Tax Collector's office will initiate an in personam foreclosure action against this property immediately following the recording of the assignment document with the County of Hudson so that the City will have clear title for this property.

APPROVED: 
 APPROVED: _____
 Business Administrator

APPROVED AS TO LEGAL FORM 

 Corporation Counsel

Certification Required
 Not Required

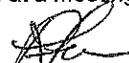
APPROVED 7-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 4.13.16											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA		ABSENT	
RAMCHAL		ABSENT		OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

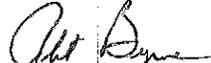
✓ Indicates Vote

N.V.-Not Voting (Abstain)

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



 Rolando R. Lavarro, Jr., President of Council



 Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

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

Full Title of Ordinance/Resolution

Resolution authorizing the City of Jersey City to Purchase by assignment a Tax Sale certificate owned by Muni custodian for LBNJ certificate 2012-1961 affecting 88 Wilkerson Ave

Initiator

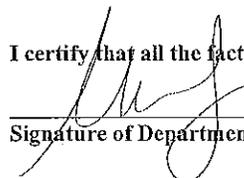
Department/Division	Administration	Tax Collection
Name/Title	Maureen Cosgrove	Tax Collector
Phone/email	201-547-5120	Maureen@icnj.org

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

Resolution Purpose

To have the tax sale certificate assigned back to the City of Jersey so we can initiate a In Personam foreclosure due to the title problem

I certify that all the facts presented herein are accurate.



Signature of Department Director

3-31-16
Date

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

City Clerk File No. Res. 16.212

Agenda No. 10.G

Approved: APR 13 2016



TITLE:

RESOLUTION REMOVING A RESTRICTION FROM THE DEED OF CONVEYANCE THAT AFFECTS BLOCK 26501 LOT 29 FORMERLY KNOWN AS BLOCK 1347 LOT 7.C LOCATION 383 OCEAN AVENUE

COUNCIL
following resolution:

offered and moved adoption of the

WHEREAS, the City of Jersey City on March 19, 2003 sold the above property not needed for public use to: Nohar Sumasar, 144-24 87th Avenue, Briarwood, New York; and,

WHEREAS, the conditions of sale set forth that the purchaser renovate the property and obtain a Certificate of Occupancy; and,

WHEREAS, the Municipal Council of the City of Jersey City released a Deed to the owner of the property with the express condition that no purchaser without the express consent of the Municipal Council by resolution, be permitted to sell, convey or otherwise transfer the property before all the conditions of sale are fully complied with; and,

WHEREAS, The Construction Official has signed and issued a Certificate of Occupancy on said property indicating that the property was renovated in compliance with the conditions of sale which were adopted by the Municipal Council on February 11, 2003; and,

WHEREAS, the property may now be released from the restrictive covenants that affect it; and,

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

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

1. The City finds and declares that all the terms and conditions of sale contained in the resolution adopted by the governing body of the City of Jersey City on February 11, 2003 have been complied with.

2. Block 26501 Lot 29 formerly known as Block 1347 Lot 7.C Location 383 Ocean Avenue is hereby released from any and all restrictions.

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

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

WITNESS

CITY OF JERSEY CITY

Robert Byrne, City Clerk

Steven M. Fulop, Mayor

TITLE:

RESOLUTION REMOVING THE RESTRICTION FROM THE DEED OF CONVEYANCE THAT AFFECTS BLOCK 26501 LOT 29 FORMERLY KNOWN AS BLOCK 1347 LOT 7.C LOCATION 383 OCEAN AVENUE

STATE OF NEW JERSEY)

SS:

COUNTY OF HUDSON)

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

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

Notary Public

Robert Byrne, City Clerk

APPROVED: Ann Marie Miller, Real Estate Miroga APPROVED AS TO LEGAL FORM

APPROVED: _____
Business Administrator Corporation Counsel

Certification Required

Not Required

APPROVED 7-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE <u>4.13.16</u>											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA		ABSENT	
RAMCHAL		ABSENT		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.

Rolanfo R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk



30 MONTGOMERY STREET-SUITE 411
 JERSEY CITY NJ 07302
 201-547-5055

**CERTIFICATE
 IDENTIFICATION**

Date Issued: 04/06/2000

Control #: 35954

Permit # 20013086

Block: 1347 Lot: 7C Qual: _____

Work Site: 383 OCEAN AVE.
JERSEY CITY

Owner in Fee: SUMASAR, NOHAR

Address: 144-24 87TH STREET
BRIARWOOD, N Y NY 11425

Telephone: _____

Agent/Contractor: Nohar Sumasar

Address: 144-24 87th Avenue
Briarwood NY 11435

Telephone: 917 297-8495

Lic. No./Bldrs. Reg. No.: 032085 Federal Emp. No.: _____

Social Security No.: _____

Home Warranty No: _____

Type of Warranty Plan: State Private

Use Group: R-3/B

Maximum Live Load: _____

Construction Classification: _____

Maximum Occupancy Load: _____

Certificate Exp Date: _____

Description of Work/Use: alteration of two family house with ground floor store

CERTIFICATE OF OCCUPANCY

This serves notice that said building or structure has been constructed in accordance with the New Jersey Uniform construction Code and is approved for occupancy.

CERTIFICATE OF APPROVAL

This serves notice that the work completed has been constructed or installed in accordance with the New Jersey Uniform Construction Code and is approved if the permit was issued for minor work, this certificate was based upon what was visible at the time of inspection.

TEMPORARY CERTIFICATE OF OCCUPANCY/COMPLIANCE

If this is a temporary Certificate of Occupancy or Compliance the following conditions must be met no later than or the owner will be subject to fine or order to vacate.

CERTIFICATE OF CLEARANCE-LEAD ABATEMENT 5:17

This serves notice that based on written certification, lead abatement was performed as per NJAC 5:17 to the following extent:

Total removal of lead-based paint hazards in scope of work

Partial or limited time period (____ years); see file

CERTIFICATE OF CONTINUED OCCUPANCY

This serves notice that based on a general inspection of the visible parts of the building there are no imminent hazards and the building is approved for continued occupancy.

CERTIFICATE OF COMPLIANCE

This serves notice that said potentially hazardous equipment has been installed and/or maintained in accordance with the New Jersey Uniform Construction Code and is approved for use until

Michael J. Regan
 MICHAEL J. REGAN Construction Official

U.C.C 360 (rev. 3/96)

1 - APPLICANT 2 - OFFICE 3 - TAX ASSESSOR

Fees \$0.00

Paid Check No 1474

Collected by _____

RESOLUTION FACT SHEET – NON-CONTRACTUAL

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Full Title of Ordinance/Resolution

RESOLUTION REMOVING A RESTRICTION FROM THE DEED OF CONVEYANCE THAT AFFECTS BLOCK 26501 LOT 29 FORMERLY KNOWN AS BLOCK 1347 LOT 7.C LOCATION 383 OCEAN AVENUE

Initiator

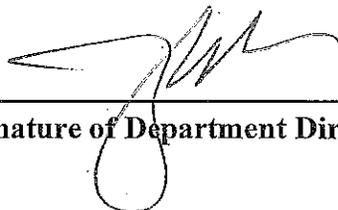
Department/Division	Administration	Real Estate
Name /Title	Ann Marie Miller	Real Estate Manager
Phone/E-Mail	(201) 547-5234	annmarie@jcnj.org

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

Resolution Purpose

The City placed a restriction on the deed of 383 Ocean Avenue indicating that the purchaser was not able to sell, convey or otherwise transfer the property until the purchaser provided the City with a Certificate of Occupancy. The purchaser has now provided the Certificate of Occupancy. Therefore, the restriction can be removed.

I certify that all the facts presented herein are accurate.



Signature of Department Director

4/6/16

Date

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

City Clerk File No. Res. 16.213

Agenda No. 10.H

Approved: APR 13 2016

TITLE:



RESOLUTION AUTHORIZING THE BUSINESS ADMINISTRATOR TO EXECUTE A DISCHARGE OF MORTGAGE AFFECTING 41 BIDWELL AVENUE, A/K/A BLOCK 24102, LOT 18, F/K/A BLOCK 1474, LOT 25

COUNCIL offered and moved adoption of the following resolution:

WHEREAS, on November 13, 2003, Mazie Davis (Borrower) executed a Note and Mortgage in favor of the City of Jersey City (City) to secure the City's loan to her in the amount of \$4,165.00 made under the Home Owner Rehabilitation Program (HORP); and

WHEREAS the Second Mortgage was recorded in Book 10851 at Page 00262 of the Register of Deeds for Hudson County on December 15, 2003; and

WHEREAS, the Mortgage provided that upon the fifth year after execution of same the Mortgage shall be forgiven in its entirety; and

WHEREAS, on November 13, 2008 the Mortgage reached its maturity date;

WHEREAS, the mortgage affects property known as 41 Bidwell Avenue, Jersey City, also known as Block 24102, Lot 18, f/k/a Block 1474, Lot 25; and

WHEREAS, the Mortgage has matured and pursuant to the Mortgage terms 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 \$4,165.00 affecting 41 Bidwell Avenue, Jersey City, also known as Block 24102, Lot 18, f/k/a Block 1474, Lot 25.

JLB/he
3/28/16

APPROVED: _____

APPROVED: _____

Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel

Certification Required

Not Required

APPROVED 7-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 4.13.16											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA		ABSENT	
RAMCHAL		ABSENT		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 Business Administrator to execute a Discharge of Mortgage affecting real property located at: 41 Bidwell Avenue, Jersey City, NJ 07305

Initiator

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

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

Resolution Purpose

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

Property Address: 41 Bidwell Avenue, Jersey City, NJ 07305

Block: 24102 f/k/a 1474 Lot: 18 f/k/a 25

HORP/SHRP Mortgage Amount: \$ 4,165.00

Execution Date of HORP/SHRP Mortgage: 11/13/2003

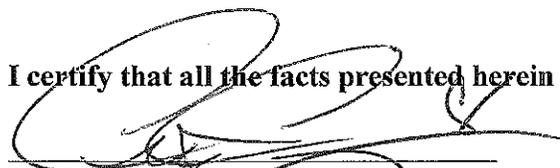
Recording Date of HORP/SHRP Mortgage: 12/15/2003 Book: 10851 Page: 00262

Basis for Discharge of Mortgage:

Maturity of HORP/SHRP Mortgage: 11/13/2008
Maturity Date

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

I certify that all the facts presented herein are accurate.



Signature of Department Director

3/9/16

Date

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

City Clerk File No. Res. 16.214

Agenda No. 10.1

Approved: APR 13 2016

TITLE:



RESOLUTION AUTHORIZING THE BUSINESS ADMINISTRATOR TO EXECUTE A DISCHARGE OF MORTGAGE AFFECTING 74 CLAREMONT AVENUE, A/K/A BLOCK 22701, LOT 29, F/K/A BLOCK 2011, LOT A.1

COUNCIL offered and moved adoption of the following resolution:

WHEREAS, on August 15, 2005, Lucille White (Borrower) executed a Note and Mortgage in favor of the City of Jersey City (City) to secure the City's loan to her in the amount of \$11,000.00 made under the Home Owner Rehabilitation Program (HORP); and

WHEREAS the Second Mortgage was recorded in Book 13372 at Page 00105 of the Register of Deeds for Hudson County on September 20, 2005; and

WHEREAS, the Mortgage provided that upon the fifth year after execution of same, the Mortgage shall be forgiven in its entirety; and

WHEREAS, on August 15, 2010 the Mortgage reached its maturity date;

WHEREAS, the mortgage affects property known as 74 Claremont Avenue, Jersey City, also known as Block 22701, Lot 29, f/k/a Block 2011, Lot A.1; and

WHEREAS, the Mortgage has matured and pursuant to the Mortgage terms 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 \$11,000.00 affecting 74 Claremont Avenue, Jersey City, also known as Block 22701, Lot 29, f/k/a Block 2011, Lot A.1.

JLB/he
3/31/16

APPROVED: _____

APPROVED AS TO LEGAL FORM _____

APPROVED: _____

Business Administrator

Corporation Counsel

Certification Required

Not Required

APPROVED 7-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 4.13.16											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA		ABSENT	
RAMCHAL		ABSENT		OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

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

Full Title of Ordinance/Resolution:

Resolution authorizing the Business Administrator to execute a Discharge of Mortgage affecting real property located at: 74 Claremont Avenue, Jersey City, NJ 07305

Initiator

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

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

Resolution Purpose

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

Property Address: 74 Claremont Avenue, Jersey City, NJ 07305

Block: 22701 f/k/a 2011 Lot: 29 f/k/a A.1

HORP/SHRP Mortgage Amount: \$ 11,000.00

Execution Date of HORP/SHRP Mortgage: 8/15/2005

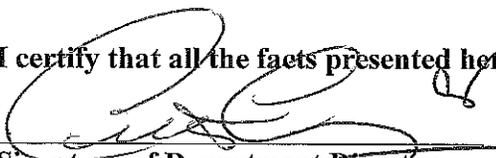
Recording Date of HORP/SHRP Mortgage: 9/20/2005 Book: 13372 Page: 00105

Basis for Discharge of Mortgage:

Maturity of HORP/SHRP Mortgage: 8/15/2010
Maturity Date

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

I certify that all the facts presented herein are accurate.



Signature of Department Director

3/9/16

Date

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

City Clerk File No. Res. 16.215

Agenda No. 10.J

Approved: APR 13 2016

TITLE:



RESOLUTION AUTHORIZING THE EXECUTION OF A MORTGAGE SUBORDINATION AGREEMENT AFFECTING THE PROPERTY KNOWN AS 705 GARFIELD AVENUE A/K/A BLOCK 23703, LOT 28

COUNCIL offered and moved adoption of the following resolution:

WHEREAS, since May 22, 2000, Jose O. Santos has been the owner of 705 Garfield Avenue a/k/a Block 23703, Lot 28 (Property, a two-family residence); and

WHEREAS, the owner purchased the property for \$171,500.00 borrowing \$110,000.00 from a bank to finance the purchase of a two-family residential unit, which loan was secured by a first mortgage; and

WHEREAS, the owner also applied for funds received by the City under the Regional Contribution Agreement in the amount of \$60,000.00. This loan was secured by a 20 year affordable housing mortgage against the property. On June 5, 2000 the City's Mortgage was recorded in Book 7482, at page 284 in the Office of the Hudson County Register, and was subordinate to the owners' First Mortgage. However, due to a clerical error in the amount of the mortgage an Amendment to Mortgage was executed on September 7, 2000. The Amendment to Mortgage was recorded on October 12, 2000 in Book 0476, at Page 077; and

WHEREAS, the City's Mortgage requires the homeowner to reside at the property and to maintain the affordability restrictions during the period of twenty (20) years; and

WHEREAS, the owner now desires to refinance his First Mortgage, but only to obtain a lower interest rate and lower monthly mortgage payments, and is not seeking to borrow any additional funds; and

WHEREAS, in order to obtain the new First Mortgage, Hudson City Savings Bank, requires the City to subordinate its Mortgage; and

WHEREAS, the amount of the Bank's first loan shall remain \$105,000.00 as the Borrower paid off approximately \$6,000.00; and

WHEREAS, the Property has appraised for \$259,000.00; and

WHEREAS, the payoff amount is \$15,000.00 as there is currently only 5 years remaining under the loan amortization period; and

WHEREAS, the City's original Mortgage and Amendment to Mortgage shall also remain \$60,000.00. The original mortgage was recorded on June 5, 2000 and the Amendment was recorded on October 12, 2000 and will remain in second lien position; and

WHEREAS, the City has reviewed the request for subordination of its mortgage to the loan of Hudson City Savings Bank and concluded that the fair market value of the property supports both the amount of the new loan and the City's Mortgage; and

TITLE:

RESOLUTION AUTHORIZING THE EXECUTION OF A MORTGAGE SUBORDINATION AGREEMENT AFFECTING THE PROPERTY KNOWN AS 705 GARFIELD AVENUE A/K/A BLOCK 23703, LOT 28

NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of the City of Jersey City that the Mayor or Business Administrator is authorized to execute a mortgage subordination agreement in a form to be approved by the Corporation Counsel, subordinating the balance of the City's 2nd Mortgage, affecting 705 Garfield Avenue, also known as Block 23703, Lot 28, to the interests of a new First Mortgage with Hudson City Savings Bank in an amount not to exceed \$105,000.00, subject to the receipt of a clear title report through the date of closing.

JML
4/5/16

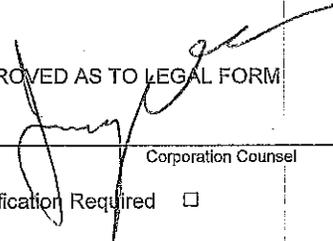
APPROVED: _____



Business Administrator

APPROVED: _____

APPROVED AS TO LEGAL FORM



Corporation Counsel

Certification Required

Not Required

APPROVED 7-0

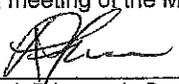
RECORD OF COUNCIL VOTE ON FINAL PASSAGE 4.13.16

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

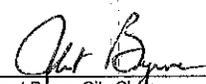
✓ Indicates Vote

N.V.-Not Voting (Abstain)

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



Rolando R. Lavarro, Jr., President of Council



Robert Byrne, City Clerk

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

City Clerk File No. Res. 16.216

Agenda No. 10.K

Approved: APR 13 2016



TITLE:

**RESOLUTION AUTHORIZING THE EXECUTION OF A MORTGAGE
MORTGAGE SUBORDINATION AGREEMENT AFFECTING THE PROPERTY
KNOWN AS 295 HALLADAY STREET A/K/A BLOCK 20003, LOT 7.01**

COUNCIL offered and moved adoption of the following resolution:

WHEREAS, Jacobi and Raul Varas, the owners of 295 Halladay Street a/k/a Block 20003, Lot 7.01 (Property), participated in the City of Jersey City's (City) HOME Investment Partnership Program; and

WHEREAS, on June 25, 2014 the owners purchased the property for \$279,100.00 and borrowed \$248,270.00 from a bank to finance the purchase of a two-family residential unit, which loan was secured by a first mortgage; and

WHEREAS, the owners also applied for HOME funds from the City in the amount of \$19,100.00. This loan was secured by a 20 year affordable housing mortgage against the property. On July 25, 2014 the City's Mortgage was recorded in Book 18386, at Page 432, in the Office of the Hudson County Register, and was subordinate to the owners' First Mortgage; and

WHEREAS, the City's mortgage requires the homeowner to reside at the property and to maintain the affordability restrictions during the period of twenty (20) years; and

WHEREAS, the owners now desire to refinance their First Mortgage, but only to obtain a lower interest rate and lower monthly mortgage payments, and are not seeking to borrow any additional funds; and

WHEREAS, in order to obtain the new First Mortgage, Pacific Union Financial, requires the City to subordinate its Mortgage; and

WHEREAS, the amount of Pacific Union Financial's first loan shall remain \$248,270.00; and

WHEREAS, the City's original mortgage dated June 25, 2014 shall also remain \$19,100.00. The mortgage was recorded on July 25, 2014, and will remain in second lien position; and

WHEREAS, the City has reviewed the request for subordination of its mortgage to the loan of Pacific Union Financial and concluded that the fair market value of the property supports both the amount of the new loan and the City's Mortgage.

NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of the City of Jersey City that the Mayor or Business Administrator is authorized to execute a mortgage subordination agreement, in a form to be approved by the Corporation Counsel, subordinating the balance of the City's 2nd Mortgage, affecting 295 Halladay Street, also known as Block 20003, Lot 7.01, to the interests of a new First Mortgage with Pacific Union Financial in an amount not to exceed \$248,270.00, subject to the receipt of a clear title report through the date of closing.

JML/he
03/29/16

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: _____

Business Administrator

Corporation Counsel

Certification Required

Not Required

APPROVED 7-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 4.13.16											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA		ABSENT	
RAMCHAL		ABSENT		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

STATE OF NEW JERSEY
COUNTY OF HUDSON

Prepared by:

James M. LaBianca
Asst. Corporation Counsel

SUBORDINATION AGREEMENT

THIS SUBORDINATION AGREEMENT is made this ____ day of April 2016, by and among the following: Jacibi and Raul Varas, hereinafter referred to as "Owners" or "Borrowers", the City of Jersey City, hereinafter referred to as "City" or "Subordinating Party", and Pacific Union Financial, hereinafter referred to as "Lender".

WITNESSTH

WHEREAS, the Lender, as a condition precedent to the origination of a Loan to Borrower(s), requires the subordination of a lien held by the Subordinating Party;

WHEREAS, the undersigned Subordinating Party agrees to subordinate its lien on the hereinafter described Property;

NOW THEREFORE, in consideration of such Loan being made and other good and valuable consideration, the receipt and sufficiency of which are hereby expressly acknowledged, and in consideration of other significant benefits, the Borrower, the Lender and the Subordinating Party mutually agree as follows:

NOW THEREFORE, in consideration of such Loan being made and other good and valuable consideration, the receipt and sufficiency of which are hereby expressly acknowledged, and in consideration of other significant benefits, the Borrowers, the Lender and the Subordinating Party mutually agree as follows:

1. The Property subject to this Agreement is located at 295 Halladay Street, Jersey City, New Jersey a/k/a Block 20003, Lot 7.01.
2. The superior debt is more fully described in a note in the original principal sum of \$248,270.00 executed by Borrower, made payable to Lender and secured by a Security Instrument which has been or is to be filed of record in the above County.
3. The subordinated debt is more fully described in a note in the original principal sum of \$19,100.00 executed by Borrowers on July 25, 2014 and recorded in Book 18386, at page 432 and made payable to the City of Jersey City (the Subordinating Party) and recorded by Borrowers on July 25, 2014.

4. The City's mortgage (the subordinated debt) self-amortizes provided that the homeowner resides in the property, does not sell the property, the property remains affordable to low and moderate income households during the restricted period of twenty (20) years;
5. The Subordinating Party, for the consideration recited above, agrees that the subordinated debt is made subordinate, subject, and inferior by this Agreement to the superior debt held by the Lender.
6. This Agreement is binding upon and shall inure to the benefit of the heirs, executors, administrators, successors and assigns of each of the parties hereto.

Executed this ____ day of April 2016.

CITY OF JERSEY CITY

By:
Robert J. Kakoleski
Acting Business Administrator

STATE OF NEW JERSEY)

ss.:

COUNTY OF HUDSON)

I CERTIFY that on April _____, 2016, Robert J. Kakoleski personally came before me and stated to my satisfaction that this person (or if more than one, each person):

- (a) was the maker of the attached instrument;
- (b) was authorized to and did execute this instrument as Acting Business Administrator of the City of Jersey City, the entity named in this instrument; and
- (c) executed this instrument as the act of the entity named in this instrument.

James M. LaBianca
Attorney at Law, N.J.

RESOLUTION FACT SHEET – NON-CONTRACTUAL

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

Full Title of Ordinance/Resolution

Resolution Authorizing The Execution of a Mortgage Subordination Agreement Affecting The Property Known As 295 Halladay Street A.K.A. Block 20003, Lot 7.01.

Initiator

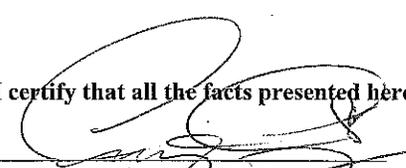
Department/Division	HEDC	Community Development
Name/Title	Rodney Hairston	Real Estate Officer
Phone/email	201-547-4793	Hairstonr@cnj.org

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

Resolution Purpose

It is necessary for the City to subordinate its mortgage to a new first mortgage for the owners of 295 Halladay Street. The owners are refinancing to a lower interest rate.

I certify that all the facts presented herein are accurate.


Signature of Department Director

1/28/16
Date

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

City Clerk File No. Res-16-217

Agenda No. 10-L

Approved: APR 13 2016

TITLE:



RESOLUTION AUTHORIZING THE BUSINESS ADMINISTRATOR TO EXECUTE A DISCHARGE OF MORTGAGE AFFECTING 208 YORK STREET, A/K/A BLOCK 14102, LOT 15, F/K/A BLOCK 200, LOT F.1

COUNCIL offered and moved adoption of the following resolution:

WHEREAS, on April 18, 2011, George and Lara Llerena (Borrowers) executed a Note and Mortgage in favor of the City of Jersey City (City) to secure the City's loan to them in the amount of \$26,975.00 made under the Home Owner Rehabilitation Program (HORP); and

WHEREAS the Second Mortgage was recorded in Book 17706 at Page 00088 of the Register of Deeds for Hudson County on May 19, 2011; and

WHEREAS, the Mortgage provided that when borrowers pay or satisfy all amounts due under the Note and Mortgage, the Lender's rights under the Note as secured by the Mortgage shall end and the Lender shall execute a cancellation of the Mortgage; and

WHEREAS, on March 3, 2016 the Borrowers paid off the loan in full;

WHEREAS, the mortgage affects property known as 208 York Street, Jersey City, also known as Block 14102, Lot 15, f/k/a Block 200, Lot F.1; and

WHEREAS, the Borrowers have paid off the loan in full and pursuant to the Mortgage terms, 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 \$26,975.00 affecting 208 York Street, Jersey City, also known as Block 14102, Lot 15, f/k/a Block 200, Lot F.1.

JLB/he
4/01/16

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: _____

Business Administrator

Corporation Counsel

Certification Required

Not Required

APPROVED 7-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 4.13.16											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA		ABSENT	
RAMCHAL		ABSENT		OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

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

Full Title of Ordinance/Resolution:

Resolution authorizing the Business Administrator to execute a Discharge of Mortgage affecting real property located at: 208 York Street, Jersey City, NJ 07302

Initiator

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

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

Resolution Purpose

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

Property Address: 208 York Street, Jersey City, NJ 07302

Block: 14102 f/k/a 200 Lot: 15/F.1

HORP/SHRP Mortgage Amount: \$ 26,975.00

Execution Date of HORP/SHRP Mortgage: 4/18/2011

Recording Date of HORP/SHRP Mortgage: 5/19/2011 Book: 17706 Page: 88

Basis for Discharge of Mortgage:

Maturity of HORP/SHRP Mortgage: _____
Maturity Date

Satisfaction of HORP/SHRP Mortgage: \$ 26,975.00 3/3/2016
Payoff Amount Date Payoff Received

I certify that all the facts presented herein are accurate.


Signature of Department Director

3/9/16
Date

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

City Clerk File No. Res. 16.218

Agenda No. 10.M

Approved: APR 13 2016

TITLE:



Honoring
Irene Helen Bernadette Vena Stapinski
 On the Occasion of Her 85th Birthday

COUNCIL AS A WHOLE Offered and Moved for Adoption the Following Resolution:

WHEREAS, Irene Helen Bernadette Vena Stapinski, a lifelong resident of Jersey City, was born on April 16, 1931 to Pauline Kaminsky and Joseph Vena, the second of their five children; and

WHEREAS, known as "Sissy" in her youth, **Irene Stapinski** spent her early years living with her siblings Leonard, Joseph, Maryann, and Robert in Downtown Jersey City, graduating from Ferris High School in 1948; and

WHEREAS, Irene Stapinski worked at Chase Bank in New York City until she married her neighbor and United States Marine John "Babe" Stapinski; and

WHEREAS, John and **Irene Stapinski** had three children; Paula, a Jersey City Public Schools District Administrator; Stanley, a chef; and Helene, an author who penned Jersey City memoir *Five-Finger Discount*; and

WHEREAS, Irene Stapinski was known locally as "The Motor Vehicle Lady" for her prowess at helping friends and neighbors navigate through the paperwork at the notoriously complicated Department of Motor Vehicles, eventually securing a job at the Hudson County Prosecutor's office; and

WHEREAS, Irene Stapinski is the proud grandmother of Paul, Lauren, Nicole, Alexander, Dean, and Paulina, and great-grandmother of Cecilia, Corrina, and Jake;

NOW, THEREFORE, BE IT RESOLVED THAT Irene Helen Bernadette Vena Stapinski is hereby commended by all the members of the Jersey City Municipal Council on the occasion of her 85th birthday, and wishes her the happiest of birthdays and hopes for many more to come.

APPROVED: _____

APPROVED: _____
 Business Administrator

APPROVED AS TO LEGAL FORM _____

Corporation Counsel

Certification Required

Not Required

APPROVED 7-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 4.13.16											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA		ABSENT	
RAMCHAL		ABSENT		OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

 Rolando R. Lavarro, Jr., President of Council

 Robert Byrne, City Clerk

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

City Clerk File No. Res. 16.219
 Agenda No. 10.N
 Approved: APR 13 2016
 TITLE:



Recognizing

Daddy's Sunshine

For the 2016 Hudson County Lupus Walk

WHEREAS, the Jersey City Municipal Council is proud to recognize **Daddy's Sunshine** for organizing the annual **Hudson County Lupus Walk** to raise funds for the betterment of the quality of life of individuals who have been diagnosed with Lupus; and

WHEREAS, **Daddy's Sunshine** organized the first annual **Hudson County Lupus Walk** in 2015 to raise awareness of the disease of Lupus, which is known as a "silent killer," and will give those diagnosed with Lupus the opportunity to talk about the disease and give courage to others who are suffering with the disease; and

WHEREAS, representatives from **Daddy's Sunshine** have worked diligently to recruit sponsors and volunteers throughout Hudson County to assist in fundraising, publicizing, and coordinating of the first annual **Hudson County Lupus Walk**; and

WHEREAS, Richard M. Young, Omayra O. Young, Awilda Rolon, Lisa DeMauro, Tanya Johnson, Jessica Diaz, Vivian Ortiz, Kenneth Ortiz, Sibrena Stowe-Geraldino, and Ramon Manigbas, the board members of **Daddy's Sunshine**, are deserving of special recognition of the efforts in planning the annual **Hudson County Lupus Walk**; and

WHEREAS, through the efforts of **Daddy's Sunshine**, its board, and all the donors and volunteers they were able to recruit, the second annual **Hudson County Lupus Walk** will be happening on May 1st, 2016 at Jersey City's Lincoln Park.

NOW, THEREFORE, BE IT RESOLVED that the Jersey City Municipal Council does hereby commend **Daddy's Sunshine** for its efforts to ensure that those suffering from Lupus have access to financial assistance and moral support.

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 4.13.16											
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 of the City of Jersey City, N.J.

City Clerk File No. Res. 16.220

Agenda No. 10.0

Approved: APR 13 2016



TITLE:

RESOLUTION DESIGNATING THE MONTH OF APRIL AS AUTISM AWARENESS MONTH IN THE CITY OF JERSEY CITY AND COMMEMORATING THE "LIGHT IT UP BLUE" INITIATIVE

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

WHEREAS, autism is a general term used to describe a group of pervasive developmental disorders, commonly known as autism spectrum disorders, that result in difficulties with communication and social interaction, as well as repetitive behaviors, and which affects individuals differently, mildly affecting some and significantly disabling others; and

WHEREAS, according to the Centers for Disease Control and Prevention, autism affects about 1 in 68 children in the United States, including 1 in 54 boys, with the number of autistic adults growing daily; and

WHEREAS, the lifetime incremental cost of caring for a person with autism is, on average, \$3.2 million, and the estimated annual national cost of caring for persons affected by autism is at least \$90 billion; and

WHEREAS, it is both a moral and fiscal imperative that services be made available that maximize the potential of each unique adult living with autism to contribute to the greatest extent possible to the society and economy of the United States; and

WHEREAS, early intervention can improve outcomes by significantly improving the cognitive, language, and adaptive skills of people with autism, however the promise of early intervention is not being realized as close to 80% of adults with autism, even those without an intellectual disability, are unemployed and living at home with relatives rather than independently; and

WHEREAS, organizations including Autism New Jersey and Autism Speaks are spearheading awareness efforts in order to educate parents, professionals and the general public about autism and its effects through initiatives including World Autism Awareness Day, which is officially recognized each year on April 2nd, and the "Light it Up Blue" initiative, which the City of Jersey City has joined for the past two years; and

NOW, THEREFORE, BE IT RESOLVED, that the Municipal Council of the City of Jersey City does hereby proclaim the month of April of each year as Autism Awareness Month in the City of Jersey City to recognize the children and adults in the Jersey City community who have been diagnosed with autism spectrum disorders, as well as the families and dedicated professionals who work with them, and commemorates World Autism Awareness Day on April 2, 2016 and "Light It Up Blue" as a means of educating the public on the subject of autistic spectrum disorders and this growing public health crisis.

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: _____

Business Administrator

Corporation Counsel

Certification Required

Not Required

APPROVED 7-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 4.13.16											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA		ABSENT	
RAMCHAL		ABSENT		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 DESIGNATING THE MONTH OF APRIL AS AUTISM AWARENESS MONTH IN THE CITY OF JERSEY CITY AND COMMEMORATING THE “LIGHT IT UP BLUE” INITIATIVE

Initiator

Department/Division	Council Office	
Name/Title	Rolando Lavarro	Council President
Phone/email	(201) 547 5268	RLavarro@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 recognizes the month of April as Autism Awareness month, April 2nd as World Autism Awareness Day, and commemorates the City’s participation in the “Light it Up Blue” campaign for Autism Awareness.

I certify that all the facts presented herein are accurate.

Signature of Department Director

Date

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

City Clerk File No. Res. 16.221

Agenda No. 10.P

Approved: APR 13 2016

TITLE:



RESOLUTION EXPRESSING SOLIDARITY WITH THE CITIZENS OF PAKISTAN FOLLOWING THE EASTER SUNDAY TERRORIST ATTACK IN LAHORE

COUNCIL AS A WHOLE Offered and Moved for Adoption the following resolution:

WHEREAS, The federal government of the United States of America has a long-standing cooperative relationship with the nation of Pakistan since it was established as an independent state in 1947; and,

WHEREAS, the City of Jersey City in particular possesses a special bond with the nation of Pakistan, as it is home to a thriving Pakistani community that is very active in both civic and religious affairs in the City; and,

WHEREAS, because of the longstanding bond of cooperation between the United States and Pakistan, it was particularly horrific for people around the nation, and especially in Jersey City, to learn about the terrorist attacks that killed 75 people, mostly women and children of both Christian and Muslim faith, in Lahore on Easter Sunday, March 27th, 2016; and,

WHEREAS, the residents of Pakistan, and those of Pakistani descent living in Jersey City have strongly condemned these horrific acts of terror along with all acts of terror around the world;

NOW, THEREFORE, BE IT RESOLVED, that the Jersey City Municipal Council affirms its alliance, companionship, and solidarity with the people of the City of Lahore and the entire nation of Pakistan who have been affected by the attacks of March 27th; and

BE THE FURTHER RESOLVED, that copies of this document will be sent to the Office of the Consulate General of Pakistan in New York City, as well as the Embassy of the United States in Islamabad, Pakistan.

APPROVED: _____

APPROVED: _____
Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel

Certification Required

Not Required

APPROVED 7-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 4.13.16											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA		ABSENT	
RAMCHAL		ABSENT		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 EXPRESSING SOLIDARITY WITH THE CITIZENS OF PAKISTAN FOLLOWING THE EASTER SUNDAY TERRORIST ATTACK IN LAHORE

Initiator

Department/Division	Council Office	
Name/Title	Rolando Lavarro	Council President
Phone/email	(201) 547 5268	RLavarro@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 expresses solidarity with and sympathy for the people of Pakistan and those of Pakistani descent living in Jersey City in the wake of the Easter Day bombing in Lahore, Pakistan.

I certify that all the facts presented herein are accurate.

Signature of Department Director

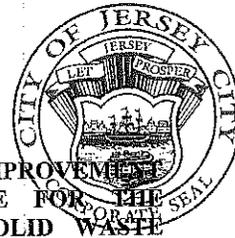
Date

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

City Clerk File No. Res. 16.222

Agenda No. 10.0

Approved: APR 13 2016



TITLE: RESOLUTION ACKNOWLEDGING THE HUDSON COUNTY IMPROVEMENT AUTHORITY AS THE DESIGNATED AGENCY RESPONSIBLE FOR THE IMPLEMENTATION OF THE HUDSON COUNTY DISTRICT SOLID WASTE MANAGEMENT PLAN

COUNCIL OFFERED AND MOVED
ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, pursuant to the Solid Waste Management Act, N.J.S.A. 13:1E-1 et seq. (the "Solid Waste Act"), each county in the State of New Jersey is a solid waste management district and must develop a solid waste management plan setting forth a solid waste disposal strategy for the county (the "County Plan");

WHEREAS, in furtherance of the Solid Waste Act, the Hudson County Board of Chosen Freeholders, by Ordinance dated November 18, 1985, as amended and supplemented by Ordinance dated April 23, 1987, attached hereto as in exhibit A, designated the Hudson County Improvement Authority (the "HCIA") an autonomous agency of the County of Hudson, as the sole agency responsible for the implementation of the County Plan;

WHEREAS, pursuant to the County Ordinance, the HCIA was also designated to plan, acquire, construct, maintain and operate facilities for the processing and disposal of solid waste generated within the County and/or the recovery of recyclable materials; and

WHEREAS, on February 4, 1991, the Board of Public Utilities ("BPU") through Decision and Order, attached as hereto as in exhibit B, the HCIA a Certificate of Public Convenience and Necessity to engage in solid waste disposal operations, granted the HCIA a franchise for the Hudson County Solid Waste Management District, conferring upon the HCIA the exclusive right to control and provide for the disposal of solid waste generated within the County, and designated HCIA a public utility of the State of New Jersey subject to the jurisdiction of the New Jersey Department of Environmental Protection ("NJDEP") with regard to its solid waste operations, including rates for solid waste disposal; and

WHEREAS, in order to maintain regulatory waste flow control, the HCIA has thus undertaken procurement and contract management responsibilities for processible and non-processible waste; and

WHEREAS, most recently, on October, 10, 2013 in order to continue to provide disposal services to the County and its municipalities, the HCIA issued bid specifications for the provision of solid waste disposal services, which was open to all bidders, regardless of their geographic location; and

WHEREAS, based upon review and evaluation of bids, the HCIA selected the New Jersey Meadowlands Commission ("NJMC") as the lowest responsible and responsive bidder for Waste Types 13, 23 and 27 and Advance Enterprises Recycling Inc. ("AERI") for Waste Types 10 and 25; and

WHEREAS, the aforementioned contracts with NJMC and AERI commenced on July 1, 2014 and continue for a period of three years, with two one-year optional renewal periods; and

WHEREAS, the City of Jersey City ("City") produces approximately 100,000 tons of waste per year, which disposal total cost to the City, including tipping fees of \$3.00 per ton to the HCIA, is approximately \$9.8 million; and

WHEREAS, the City had previously issued funds to the Jersey City Incinerator Authority (the "JCIA") so that the JCIA could make timely payments to the HCIA for such disposal costs; and

(Continued on page 2)

TITLE:

RESOLUTION ACKNOWLEDGING THE HUDSON COUNTY IMPROVEMENT AUTHORITY AS THE DESIGNATED AGENCY RESPONSIBLE FOR THE IMPLEMENTATION OF THE HUDSON COUNTY DISTRICT SOLID WASTE MANAGEMENT PLAN

WHEREAS, as of April 1, 2016 the JCIA is formally dissolved, and the City must now directly issue funds to the HCIA for such disposal costs; and

WHEREAS, funds in the amount of \$2,000,000.00 have already been earmarked by the City for this purpose and are available in the Department of Public Works / Director's Office Operating Account No. 01-201-26-290-314.

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

- 1) The City acknowledges the HCIA has been the agency responsible for the implementation of the Hudson County Solid Waste Management Plan since 1991 and that it will continue such responsibility on behalf of the County, including the City.
- 2) After dissolution of the JCIA, the City shall continue its cooperation with the HCIA regarding the Hudson County Solid Waste Management Plan.
- 3) The HCIA shall be delivered funds and payment on a month to month basis, based upon on the total amount of City waste collected in the preceding month.

I, Donna Mauer Donna Mauer, as Chief Financial Officer, hereby certify that these funds are available for this expenditure in Director's Office Operating Account No. 01-201-26-290-314 for payment of the above resolution.

PO # 120614

MR/sb

March 31, 2016

APPROVED: Mark Redfield 3/31/16
Mark Redfield, DPW Director

APPROVED AS TO LEGAL FORM

APPROVED: [Signature]
Business Administrator

Corporation Counsel

Certification Required

Not Required

APPROVED 7-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 4.13.16											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA		ABSENT	
RAMCHAL		ABSENT		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 ACKNOWLEDGING THE HUDSON COUNTY IMPROVEMENT AUTHORITY AS THE DESIGNATED AGENCY RESPONSIBLE FOR THE IMPLEMENTATION OF THE HUDSON COUNTY DISTRICT SOLID WASTE MANAGEMENT PLAN.

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.)

Contract Purpose

The purpose of this resolution is to:

- ✦ Pursuant to the Solid Waste Management Act, N.J.S.A. 13:1E-1 et seq. (the "Solid Waste Act"), each county in the State of New Jersey is a solid waste management district and must develop a solid waste management plan setting forth a solid waste disposal strategy for the county.
- ✦ Pursuant to the County Ordinance, the HCIA was also designated to plan, acquire, construct, maintain and operate facilities for the processing and disposal of solid waste generated within the County and/or the recovery of recyclable materials.
- ✦ The City of Jersey City produces approximately 100,000 tons of waste per year, which disposal total cost to the City, including tipping fees of \$3.00 per ton to the HCIA, is approximately \$9.8 million.
- ✦ The City had previously issued funds to the Jersey City Incinerator Authority (the "JCIA") so that the JCIA could make timely payments to the HCIA for such disposal costs.

Cost (Identify all sources and amounts)

01-201-26-290-314 (Dir off Operating Account)
 Contract Amount = \$ 9,800,000.00
 Temp. Encumbrancy = \$2,000,000.00

Contract term (include all proposed renewals)

Based on HCIA procurement term
 (commenced on July 1, 2014 through June 30, 2017, with two one-year optional renewal periods.

Type of award HCIA agreement with Hudson County

If "Other Exception", enter type Additional Information

I certify that all the facts presented herein are accurate.

Mark Redfield
 Signature of Department Director

3/31/16
 Date

Signature of Purchasing Director

Date



**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



STEVEN M. FULOP
MAYOR OF JERSEY CITY

MARK REDFIELD
DIRECTOR

MEMORANDUM

Date: April 01, 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 solid waste management)**

There exists a need for disposing of solid waste and having a solid waste management district. The JCIA will cease business operations at the close of business on April 1, 2016. Ordinance#15.104 approved on August 19, 2015 authorized the dissolution of the Jersey City Incinerator Authority (JCIA) and the assumption of its functions and employees by the City's Department of Public Works. Pursuant to the County Ordinance, the HCIA was also designated to plan, acquire, construct, maintain and operate facilities for the processing and disposal of solid waste generated within the County and/or the recovery of recyclable materials.

CONTRACT FUNDING (2016)

- ❖ Expenditure is drawn down from Director's Office operating account, 01-201-26-290-314.
- ❖ Contract is utilizing object # 314.
- ❖ Line object 314 is budgeted for \$15,189,250.00 in CY 2016 (various contracts).
- ❖ As of today (04/01/16), \$4,030,000.00 is encumbered and \$0.00 expended in object 314.
- ❖ Temporary budget amount for 314 is \$5,000,000.00, ending balance is \$970,000.00.
- ❖ The City spent \$9,700,000.00 in 2015 for such services.

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.



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: HUDSON COUNTY IMPROVEMENT AUTHORITY

Trade Name:

Address: 574 SUMMIT AVENUE 5TH FL
JERSEY CITY, NJ 07306-2708

Certificate Number: 0864645

Effective Date: April 07, 1986

Date of Issuance: March 31, 2016

For Office Use Only:

20160331122310131

EXHIBIT A

BOARD OF CHOSEN FREEHOLDERS

COUNTY OF HUDSON

COPY OF ORDINANCE

No. 448-11-1985

On motion of Freeholder Kaye
Seconded by Freeholder Colon

AN ORDINANCE AMENDING THE HUDSON COUNTY SOLID
WASTE MANAGEMENT PLAN

WHEREAS, the County of Hudson is designated a Solid Waste Management District pursuant to N.J.S.A. 13:1E-19; and

WHEREAS, pursuant to the Solid Waste Management Act, N.J.S.A. 13:1E-1 et seq., the County of Hudson as a Solid Waste Management District, is required to develop and formulate a Solid Waste Management Plan; and

WHEREAS, the County of Hudson has developed and formulated a Solid Waste Management Plan, which plan was adopted by this Board of Chosen Freeholders by Resolution No. 167-4-1979 dated April 26, 1979; and

WHEREAS, on August 13, 1981, the Hudson County Board of Chosen Freeholders adopted modifications to the Solid Waste Management Plan, which among other things, designated the Koppers Koke site in Kearny as a site for the County's Resource Recovery Facility; and

WHEREAS, the Commissioner of the Department of Environmental Protection formally approved the modified Hudson County Solid Waste Management Plan by Certification of Approval dated January 7, 1982; and

WHEREAS, said Certification of Approval expressly required that the County designate a Plan Implementation Agency for implementation of the Plan; and

WHEREAS, the approved Hudson County Solid Waste Management Plan, as modified, provides for the construction of a resource recovery facility within the Hudson County Solid Waste Management District; and

WHEREAS, Hudson County has committed itself to consummate an escrow financing of the Resource Recovery Project before the end of the year to forestall the adverse impacts of a change in the Federal tax laws; and

WHEREAS, the Mayors' Committee of the County of Hudson has been continually consulted with and advised regarding the status and progress of the project and the Solid Waste Advisory Council has been reconvened and consulted with; and

BOARD OF CHOSEN FREEHOLDERS
COUNTY OF HUDSON

C O P Y O F O R D I N A N C E

No.

On motion of Freeholder _____
Seconded by Freeholder _____

WHEREAS, the proposed Plan Amendments prepared by the Solid Waste Planning Coordinator, recommend the redesignation of the Koppers Koke site in Kearny, New Jersey, as the site for the County's 1,500 ton per day Resource Recovery Facility and backup landfill, and the designation of the Hudson County Improvement Authority as the implementing agency.

NOW, THEREFORE, BE IT ORDAINED by the Hudson County Board of Chosen Freeholders, as follows:

1. The Amendments to the Solid Waste Management Plan, as prepared and formulated by the Solid Waste Planning Coordinator, be and the same are hereby adopted as Amendments to the Solid Waste Management Plan of Hudson County.

2. The Koppers Koke site in Kearny, New Jersey, Lots 60, 61, 62, 63, 70, 71, 73 and 80 of Block 287 on the Town of Kearny Tax Map, be and the same is hereby redesignated as the location of the Hudson County Resource Recovery Facility and backup landfill for residue and non-processables.

3. The Resource Recovery Facility should have the capacity to process 1,500 tons of municipal solid waste per day.

4. The Hudson County Improvement Authority be and the same is hereby designated as the implementing agency for the Hudson County Resource Recovery Project. The Hudson County Improvement Authority be and is hereby authorized and directed to take such actions as may be deemed necessary and desirable to implement the Hudson County Resource Recovery Project, including but not limited to: the negotiation and execution of the service agreement with the winning vendor to design, construct, own and operate the facility; the issuance of debt to finance the project; the acquisition of a franchise from the Board of Public Utilities; the administration of the service agreement with the successful vendor; and the procurement of a backup landfill if necessary.

5. That a copy of this Ordinance, as finally adopted, be forwarded to the Hudson County Improvement Authority.

6. That the Clerk of this Board shall publish and disseminate notice of this Ordinance as provided by law, and shall arrange for a public hearing at the special meeting of this Board to be held on November 18, 1985.

BOARD OF CHOSEN FREEHOLDERS

COUNTY OF HUDSON

COPY OF ORDINANCE

No.

On motion of Freeholder _____

Seconded by Freeholder _____

7. The aforesaid Amendments and a copy of the transcript of the public hearing to be held on November 18, 1985, and the necessary deliberations shall be submitted to the Commissioner of the New Jersey Department of Environmental Protection.

8. A certified copy of this Ordinance shall be forwarded to the Department of Planning and the New Jersey Department of Environmental Protection.

9. This Ordinance shall take effect in the manner prescribed by law.

I, DANIEL T. SANSONE, Clerk of the Board of Chosen Freeholders of the County of Hudson in the State of New Jersey, DO HEREBY CERTIFY the attached Ordinance to be a true copy of an Ordinance finally adopted at a meeting of said Board held on November 18, 1985.

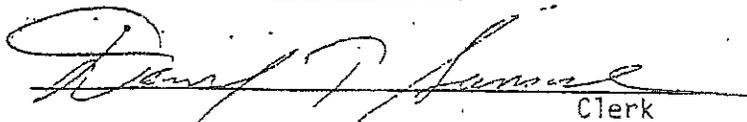

Clerk

EXHIBIT A BOARD OF CHOSEN FREEHOLDERS

COUNTY OF HUDSON

ORDINANCE

No. 170-4-1987

On motion of Freeholder Dorian

Seconded by Freeholder Kaye

AN ORDINANCE AMENDING THE HUDSON COUNTY
SOLID WASTE MANAGEMENT PLAN

WHEREAS, the County of Hudson is designated a Solid Waste Management District pursuant to N.J.S.A. 13:1E-19; and

WHEREAS, pursuant to the Solid Waste Management Act, N.J.S.A. 13:1E-1 et seq., the County of Hudson, as a Solid Waste Management District, is required to develop and formulate a Solid Waste Management Plan; and

WHEREAS, the County of Hudson has developed and formulated a Solid Waste Management Plan, which plan was adopted by this Board of Chosen Freeholders by Resolution No. 167-4-1979 dated April 26, 1979; and

WHEREAS, on August 13, 1981, the Hudson County Board of Chosen Freeholders adopted modifications to the Solid Waste Management Plan, which among other things, designated the Koppers Koke site in Kearny as a site for the County's Resource Recovery Facility; and

WHEREAS, the Commissioner of the Department of Environmental Protection formally approved the modified Hudson County Solid Waste Management Plan by Certification of Approval dated January 7, 1982; and

WHEREAS, said Certification of Approval expressly required that the County designate a Plan Implementation Agency for implementation of the Plan; and

WHEREAS, the Hudson County Board of Chosen Freeholders designated the Hudson County Improvement Authority as the implementing agency for both the Hudson County Resource Recovery Project and backup landfill by Plan Amendment Ordinance No. 423-11-1985 adopted on November 18, 1985 and approved by the Commissioner of the Department of Environmental Protection in December 1985; and

WHEREAS, pursuant to said designations, the Hudson County Improvement Authority has proceeded with the development of both the Resource Recovery Project and backup landfill; and

BOARD OF CHOSEN FREEHOLDERS

COUNTY OF HUDSON

ORDINANCE

No.

On motion of Freeholder _____

Seconded by Freeholder _____

Page 2.

WHEREAS, N.J.S.A. 13:1E-136 et seq. P.L. 1985, c.38 provides, among other things, for financial assistance to the State's Counties in developing and implementing their Solid Waste Management Plans; and

WHEREAS, a major component of the assistance is provided through the Resource Recovery Investment Tax Fund which may be used to offset the costs of designing, financing, constructing, operating and maintaining both a Resource Recovery Facility and a state-of-the-art back up sanitary landfill and/or to directly reduce user charges (tipping fees) at said Resource Recovery Facility; and

WHEREAS, the Mayors' Committee of the County of Hudson has been continually consulted with and advised regarding the status and progress of the project and the Solid Waste Advisory Council has been reconvened and consulted with; and

WHEREAS, the proposed Plan Amendment attached hereto outlines the anticipated uses of the moneys in Hudson County's Investment Tax Fund and includes a schedule for the disbursement of same, as well as, the administration of said fund:

NOW, THEREFORE, BE IT ORDAINED by the Hudson County Board of Chosen Freeholders, as follows:

1. The Amendment to the Hudson County Solid Waste Management Plan, as prepared and formulated by Albert A. Fiore, the Executive Director of the Hudson County Improvement Authority and the former Solid Waste Planning Coordinator, be and the same is hereby adopted as an Amendment to the Solid Waste Management Plan of Hudson County.

2. The Hudson County Improvement Authority be and the same is hereby designated to administer the Hudson County Investment Tax Fund and to utilize the moneys in said fund in accordance with the terms of this Plan Amendment.

3. That a copy of this Ordinance, as finally adopted, be forwarded to the Hudson County Improvement Authority.

4. That the Clerk of this Board shall publish and disseminate notice of this Ordinance as provided by Law.

BOARD OF CHOSEN FREEHOLDERS

COUNTY OF HUDSON

ORDINANCE

No.

On motion of Freeholder _____

Seconded by Freeholder _____

Page 3.

5. That the aforesaid amendment and a copy of the transcript of the public hearing to be held prior to its adoption and the necessary deliberations shall be submitted to the Commissioner of the Department of Environmental Protection.

6. A certified copy of this Ordinance shall be forwarded to the Department of Planning and the New Jersey Department of Environmental Protection.

7. This Ordinance shall take effect in the manner prescribed by Law.

It is hereby certified that at a regular meeting of the Board of Chosen Freeholders of the County of Hudson held on the 23rd day of April A.D. 1987, the foregoing ordinance was finally adopted 7 members voting in the affirmative and 0 in the negative.

_____, Chairman

Daniel J. Samson, Clerk

The foregoing ordinance having been duly presented to me, I hereby
the same.

Dated:

A.D. 19 April

Clarence B. ...
County Executive

**BOARD OF CHOSEN FREEHOLDERS
COUNTY OF HUDSON**

MEETING DATE: April 23, 1987

MOTION BY FREEHOLDER

Dorian

SECONDED BY FREEHOLDER

Kaye

SUBJECT: Final Adoption-An Ordinance amending the Hudson County Solid Waste Management Plan

	YEAS	NAYS	ABSENT	ABSTAINED	EXCUSED
ALFONSO	✓				
CIFELLI			✓		
DeFINO			✓		
DORIAN	✓				
KAYE	✓				
O'MALLEY	✓				
ROMAN	✓				
WEBSTER	✓				
CHAIRPERSON COLON	✓				
	7		2		

BOARD OF CHOSEN FREEHOLDERS

COUNTY OF HUDSON

O R D I N A N C E

No. 171-4-1987

On motion of Freeholder Dorjan
Seconded by Freeholder Roman

AN ORDINANCE AMENDING THE HUDSON COUNTY
SOLID WASTE MANAGEMENT PLAN

WHEREAS, the County of Hudson is designated a Solid Waste Management District pursuant to N.J.S.A. 13:1E-19; and

WHEREAS, pursuant to the Solid Waste Management Act, N.J.S.A. 13:1E-1 et seq., the County of Hudson, as a Solid Waste Management District, is required to develop and formulate a Solid Waste Management Plan; and

WHEREAS, the County of Hudson has developed and formulated a Solid Waste Management Plan, which plan was adopted by this Board of Chosen Freeholders by Resolution No. 167-4-1979 dated April 26, 1979; and

WHEREAS, on August 13, 1981, the Hudson County Board of Chosen Freeholders adopted modifications to the Solid Waste Management Plan, which among other things, designated the Koppers Koke site in Kearny as a site for the County's Resource Recovery Facility; and

WHEREAS, the Commissioner of the Department of Environmental Protection formally approved the modified Hudson County Solid Waste Management Plan by Certification of Approval dated January 7, 1982; and

WHEREAS, said Certification of Approval expressly required that the County designate a Plan Implementation Agency for implementation of the Plan; and

WHEREAS, the Hudson County Board of Chosen Freeholders designated the Hudson County Improvement Authority as the implementing agency for both the Hudson County Resource Recovery Project and backup landfill by Plan Amendment Ordinance No. 423-11-1985 adopted on November 18, 1985 and approved by the Commissioner of the Department of Environmental Protection in December 1985; and

WHEREAS, the Hudson County Board of Chosen Freeholders re-designated the Koppers Koke site in Kearny as the site for the County's Resource Recovery Facility and designated said site

BOARD OF CHOSEN FREEHOLDERS

COUNTY OF HUDSON

ORDINANCE

No.

On motion of Freeholder _____

Seconded by Freeholder _____

- 2 -

for the County's residue and backup landfill by Plan Amendment Ordinance No. 423-11-1985 adopted on November 18, 1985 and approved by the Commissioner of the Department of Environmental Protection in December 1985; and

WHEREAS, pursuant to said designations, the Hudson County Improvement Authority has proceeded with the development of both the Resource Recovery Facility and backup landfill at the Koppers Koke site; and

WHEREAS, S-1478 and A 1781 (P.L. 1987 c. _____) mandate the creation of a County wide Recycling Plan, which targets a 25% reduction in County generated waste within two (2) years; and

WHEREAS, J. A. Hayden Associates, Inc. has prepared the "SOLID WASTE RECYCLING PLAN FOR HUDSON COUNTY" to meet the mandatory source separation and recycling goals set forth in S-1478 and A 1781 (P.L. 1987, c. _____), and said plan was reviewed and adopted by the members of the Hudson County Improvement Authority on February 25, 1987; and

WHEREAS, the implementation of the aforementioned recycling plan and the Hudson County Solid Waste Management Plan, as amended, requires the creation of a Hudson County Solid Waste System, including Resource Recovery Facility, backup landfill and central recycling facility to be developed at the Koppers Koke site in Kearny; and

WHEREAS, in order to maximize the life and efficiency of the various components of the system (especially the landfill) it is necessary to postulate certain waste flow rules in the form of an amendment to the Hudson County Solid Waste Management Plan; and

WHEREAS, the Mayors' Committee of the County of Hudson has been consulted with and advised regarding the status and progress of the project and the Solid Waste Advisory Council has been reconvened and consulted with; and

WHEREAS, the proposed Plan Amendment attached hereto, as prepared and formulated by Albert A. Fiore, the Executive Director of the Hudson County Improvement Authority, and the Solid Waste Planning Coordinator, in conjunction with J. A. Hayden Associates, Inc., recommends the adoption of the County

BOARD OF CHOSEN FREEHOLDERS

COUNTY OF HUDSON

ORDINANCE

No.

On motion of Freeholder _____

Seconded by Freeholder _____

- 3 -

wide Recycling Plan as prepared by J. A. Hayden Associates, Inc., the creation of a County wide Solid Waste System with necessary waste flow controls, the creation of a Citizens Advisory Committee and the formulation of criteria for the approval, renovation and operation of certain small apartment house incinerators into the Hudson County Solid Waste Management Plan:

NOW, THEREFORE, BE IT ORDAINED by the Hudson County Board of Chosen Freeholders, as follows:

1. The Amendments to the Hudson County Solid Waste Management Plan, as prepared and formulated by Albert A. Fiore, the Executive Director of the Hudson County Improvement Authority and the Solid Waste Planning Coordinator, in conjunction with J.A. Hayden Associates, Inc., be and the same are hereby adopted as Amendments to the Solid Waste Management Plan of Hudson County.

2. The solid waste Recycling Plan for Hudson County as prepared by J. A. Hayden Associates, Inc. and approved and adopted by the members of the Hudson County Improvement Authority on February 25, 1987, be and the same is hereby adopted as an Amendment to the Solid Waste Management Plan of Hudson County.

3. The Hudson County Improvement Authority be and the same is hereby designated to implement the terms and provisions of the attached Plan Amendments, including the County wide Recycling Plan.

4. That a copy of this Ordinance, as finally adopted, be forwarded to the Hudson County Improvement Authority.

5. That the Clerk of this Board shall publish and disseminate notice of this Ordinance as provided by Law.

6. That the aforesaid amendments and a copy of the transcript of the public hearing to be held on April 23, 1987, and the necessary deliberations shall be submitted to the Commissioner of the Department of Environmental Protection.

7. A certified copy of this Ordinance shall be forwarded to the Department of Planning and the New Jersey Department of Environmental Protection.

BOARD OF CHOSEN FREEHOLDERS

COUNTY OF HUDSON

ORDINANCE

No.

On motion of Freeholder _____

Seconded by Freeholder _____

- 4 -

8. This Ordinance shall take effect in the manner prescribed by law.

It is hereby certified that at a regular meeting of the Board of Chosen Freeholders of the County of Hudson held on the 23rd day of April A.D. 1987, the foregoing ordinance was finally adopted 7 members voting in the affirmative and 0 in the negative.

_____, Chairman
Daniel J. Sussman, Clerk

The foregoing ordinance having been duly presented to me, I hereby _____
the same.

Dated:

A.D., 19

Edward J. Conboy
County Executive

**BOARD OF CHOSEN FREEHOLDERS
COUNTY OF HUDSON**

MEETING DATE: April 23, 1987

MOTION BY FREEHOLDER Dorian

SECONDED BY FREEHOLDER Roman

SUBJECT: Final Adoption-An Ordinance amending the Hudson County Solid Waste Management Plan (Recycling)

	YEAS	NAYS	ABSENT	ABSTAINED	EXCUSED
ALFONSO	✓				
CIFELLI			✓		
DeFINO			✓		
DORIAN	✓				
KAYE	✓				
O'MALLEY	✓				
ROMAN	✓				
WEBSTER	✓				
CHAIRPERSON COLON	✓				
	7		2		

HUDSON COUNTY SOLID WASTE MANAGEMENT

PLAN AMENDMENT

The County is amending its approved District Solid Waste Management Plan as follows:

1. To adopt the Recycling Plan prepared and adopted by the Hudson County Improvement Authority (HCIA), as prepared by J. A. Hayden Associates Inc., dated February, 1987.

Recycling has become a necessary major component of the Hudson County Solid Waste disposal system. Escalating costs for landfill disposal, growing environmental concerns and State legislation provide the impetus to develop and implement an aggressive state-of-the-art waste reduction and material re-use program.

A clear trend towards recycling on a regional level has developed recently in response to the need to integrate recycling as an important and reliable element of waste management. Significant financial and technical resources are being committed across the Country to assist with the development of larger scale recycling programs which are more process technology oriented and can capitalize on market driven economies of scale.

Upon full implementation of the Recycling Plan, recycling should become the least expensive disposal alternative for a large and growing portion of the waste stream. The avoided cost of landfilling recovered material can be expected to be

well in excess of the costs related to collection, processing and marketing those recovered materials. Additionally, it is anticipated that a successful, expanding program could delay or prevent the need to increase the capacity of the waste-to-energy Facility.

The Recycling Plan recommends implementation of a Central Recycling Facility, co-located with the planned waste-to-energy Facility and the new landfill, on the Koppers Koke Seaboard site; said facility would be owned by the HCIA and operated by a private vendor under contract to the HCIA. Four major program components are recommended in the Recycling Plan to create a central support system providing for the growth, over time, of recycling rates in the County; technical support; centralized processing and marketing; commercial mixed-waste sorting; and a residential processing/separation center.

The waste streams that are employment-based, population-based and those that are process-based, will all be areas of concentration. Newsprint, old corrugated containers, paperboard, fine papers, other paper, food waste, glass, metals and plastics are the key targets of the Plan. Special programs aimed at the particularly difficult wastes, such as demolition debris, will also be addressed (although such wastes are not counted as part of the 25% State established goal). The following impacts are estimated for the Recycling Plan when fully implemented:

>Commercial-Industrial Recycling	5 - 10 %
>Residential Recycling	4 - 8 %
>Waste Reduction Programs	1 - 4 %
>Composting (organics only)	3 - 6 %
>Commercial Mixed Waste Sorting	4 - 6 %

The total tonnage recycled should be approximately 125,000 tons per year, if the 25% target is to be met on the approximately 565,000 tons per year of target wastes estimated to be generated in the County.

The HCIA needs to retain adequate control over the entire Solid Waste Disposal System, including the Recycling Plan, to assure that it is legislatively mandated and internal goals are met. The primary mechanism for that control to be exercised will be the contracts entered into between the municipalities, private vendors and the HCIA.

The HCIA's role is to develop the central framework of the Recycling System, contract operations to private companies, coordinate education and promotion campaigns, and operate a detailed market research function.

Municipalities are called upon to develop residential recycling collection programs (contracted at the choice of the municipality) and the supporting educational and promotional efforts.

The key role in the Recycling Plan is planned for the private waste industry. Whether as direct recyclers, or

as operators of either (a) municipal collection programs; or (b) HCIA Central Recycling Centers; the Recycling Plan will depend on private industry's ability to professionally operate complex systems, as well as, the inherent quality of flexibility to react to changing market conditions for recovered materials. The Recycling plan provides a mechanism for both large and small companies in this industry to identify and capitalize upon new opportunities for growth and profit.

The administration and operational management of the Recycling Plan will place responsibility for all operating management activities in the hands of either private industry or the municipality actually operating a given segment of the recycling system. The HCIA will, as part of its competitive procurement policy, establish the criteria for overall quality control and monitoring of data from each participant. These quality control and data reporting requirements will be the measure used by the HCIA of system performance.

The examination of various Alternate System Configurations was conducted with the following goals in mind:

- > to provide audit ability of tonnage and dollars in system;
- > to retain technical control over criteria used in the design of facilities;
- > to encourage and provide strong incentives to recycling;
- > to retain responsibility for public education at the municipal and HCIA levels;

- > to maintain on-going input to marketing of recovered materials;
- > to attain a high level of recovery;
- > to control waste quantities and types being deposited in the new landfill; and
- > to retain strong overall management of entire Solid Waste System as mandated by the Solid Waste Management Act.

The Hudson County Recycling Plan is scheduled for implementation over the next three to five years in a coordinated and integrated effort with the new landfill and the Resource Recovery Facility.

2. Provide for the appropriate distribution of waste types, for waste generated within the boundaries of the County, between the various component facilities of the County Solid Waste System, and to provide, in conjunction with the Recycling Plan and the Service Agreement for the Resource Recovery Facility, the HCIA with the ability to establish specific tip fees at each such component facility for each type of waste handled by an individual component facility.

The Hudson County Solid Waste System has been designed from its inception to handle the predicted quantities and types of waste generated within the boundaries of the County by its citizens, institutions, and businesses. The precision and accuracy with which the annual quantity of waste so generated is measured, is not historically high. It is the assessment of the HCIA that quantities of waste from other neighboring

regions, both in New Jersey and in New York, are regularly received in Hudson County and disposed of under the "nameplate" of Hudson County Waste.

The Recycling Plan adopted by the HCIA discusses the integration of recycling with the Resource Recovery Facility and the new landfill for residue/bypass waste.

This Plan Amendment establishes a "funnel" approach to distribute waste according to its characteristics/type to that functional element of the System than can handle it in the most environmentally and cost-effective manner, as determined by the HCIA. The bottom of the "funnel" is the new landfill, which will only accept "Acceptable Waste" as defined in the Service Agreement between the HCIA and Ogden Martin Systems of Hudson Inc., its Resource Recovery Facility vendor (ash residue from the Resource Recovery Facility and bypass waste both being "Acceptable Waste" under that Agreement).

Waste capacity will be distributed in the following general manner:

(a) Municipalities will negotiate "put-or-pay" contracts with the HCIA. Those contracts will regulate the amount (within a range) of Acceptable and Unacceptable wastes to be accepted by the HCIA from each municipality or its designated private hauler. The Tip Fee paid by the municipality, will be that Tip Fee established under the Board of Public Utilities rate setting procedures for the particular type of waste delivered. The municipality will be responsible for paying the Tip Fees as set forth in the procedures under the contract

and for regulating any private hauler delivering waste to the HCIA on behalf of the municipality. The HCIA will dispose of the wastes delivered under the contract within the System in the case of Acceptable Waste, and at whatever licensed facility is available in-County or out-of-County in the case of Unacceptable Waste.

(b) For all non-municipal generated waste, the HCIA will conduct competitive procurements leading to the execution of contracts with private vendors to operate and/or own, one or more Waste Distribution Centers. Under this Plan Amendment to the Solid Waste Management Plan, only Waste Distribution Centers shall have the right to deliver Acceptable Waste to the Authority System. All transfer stations or other solid waste facilities (as defined by N.J.S.A. 13:1E-1, et seq.) within Hudson County must deliver any solid waste generated within Hudson County to the Waste Distribution Center's authorized by the HCIA for the type of waste being delivered. Among other terms and conditions of the contracts to be established with these Waste Distribution Centers, will be the requirement that only Acceptable Waste can be delivered from a Waste Distribution Center to the HCIA System. Unacceptable Waste shall be disposed of by the operator of a Waste Distribution Center at a licensed disposal facility either in-County or out-of-County, as further called for under the terms of the contract between the Waste Distribution Center and the HCIA. Tip Fees applicable to each waste type delivered to Waste Distribution Centers shall be

paid as determined by the HCIA and sanctioned by the Board of Public Utilities rate setting procedures. Administration of the collection of these Tip Fees and other matters related thereto, shall be as determined by the HCIA in its competitive procurement of these Waste Distribution Centers.

This Plan Amendment establishes a Tipping Fee Structure for those citizens, municipalities, institutions and businesses utilizing the County Solid Waste System. The Tipping Fee Structure shall be determined by the Board of Public Utilities rate setting procedures. The application to the Board of Public Utilities shall include a differential Tip Fee for each type of waste handled by the System and/or a differential Tip Fee for each functional element of the System, at which waste is handled (i.e. Recycling Center, Resource Recovery Facility, landfill, or others) as determined by the HCIA. The application to the Board of Public Utilities shall also include, as part of any calculation of differential tip fees, those costs related to debt service and related reserves, handling and transportation, operation and maintenance, replacement of equipment, host fees, purchased disposal services either in-County or out-of-County, inflation or deflation, professional services, personnel, training and other items for each separate functional element of the Solid Waste System.

3. Establish a Citizens Advisory Committee to provide a forum for the HCIA to receive input on its policy decisions from representatives of County municipalities, residents, businesses, community groups, and other interested parties.

This Plan Amendment hereby establishes a Citizens Advisory Committee, whose membership shall be comprised of two representatives from the host municipality (Kearny) appointed by the Mayor of Kearny; one representative from each of the eleven non-host municipalities within Hudson County, appointed by the Mayor of each municipality; and two representatives designated by the Hudson County Chamber of Commerce.

The Citizens Advisory Committee shall meet not less than once each calendar quarter for the purpose of receiving information on the current plans of the Authority, providing a forum for the discussion of those plans, and providing input to the Authority as to the Citizens Advisory Committee's views of those plans. No action taken by the Citizens Advisory Committee shall be binding upon the HCIA. A Chairperson of the Citizens Advisory Committee shall be elected from among its membership, at its first meeting. The Committee may request that the HCIA provide staff attendance for the purpose of explaining current plans of the Authority or for the presentation of data developed by the Authority. Minutes of meetings shall be kept and distributed to members of the Committee, the Authority and others, as directed by the Chairperson.

4. Allow, following a request of the New Jersey Department of Environmental Protection (DEP) to the HCIA for approval, the renovation and operation of incinerators of a limited size, within apartment complexes under the licensing and enforcement procedures of the New Jersey DEP. Such renovation and operation shall be approved under the following conditions:

(a) institution of a mandatory recycling program for each incinerator approved. The source separated material would be collected on a periodic basis and delivered to HCIA's Central Recycling Facility.

(b) incinerator residue would be subjected to random independent laboratory analysis, as ordered by the New Jersey DEP, for hazardous/non-hazardous status, as a provision for delivery of same to the HCIA System.

(c) incinerators would be subject to emission testing, under the supervision of the New Jersey DEP, prior to the issuance of a Certificate to Operate. Periodic emission testing would be required to continue operation.

EXHIBIT B



STATE OF NEW JERSEY
BOARD OF PUBLIC UTILITIES
TWO GATEWAY CENTER
NEWARK, N.J. 07102

AGENDA DATE: 1/2/91
AGENDA DATE: 1/25/91
AGENDA DATE: 1/31/91
SOLID WASTE

IN THE MATTER OF THE PETITION OF THE)
HUDSON COUNTY IMPROVEMENT AUTHORITY)
FOR (1) A CERTIFICATE OF PUBLIC)
CONVENIENCE AND NECESSITY; (2) A)
FRANCHISE; (3) ISSUANCE OF A JOINT)
WASTE FLOW REDIRECTION ORDER;)
(4) APPROVAL OF AN INITIAL TARIFF;)
(5) APPROVAL OF A LANDFILL LICENSE)
AGREEMENT; AND (6) APPROVAL OF A)
TRANSPORTATION AGREEMENT)

DECISION AND ORDER
APPROVING STIPULATION,
AWARDING FRANCHISE AND
GRANTING CERTIFICATE OF
PUBLIC CONVENIENCE AND
NECESSITY

BPU Docket No. SE90101129

(SERVICE LIST ATTACHED)

BY THE BOARD:

This Order memorializes the Board of Public Utilities (the "Board") decisions rendered on January 2, 1991, January 25, 1991 and January 31, 1991. Petitioner, The Hudson County Improvement Authority (the "HCIA"), a public body corporate and politic of the State of New Jersey, having its principal place of business at 601 Pavonia Avenue, Jersey City, New Jersey, filed a verified petition on October 4, 1990 with the Board seeking (1) a Certificate of Public Convenience and Necessity to engage in solid waste disposal, (2) a franchise applicable to solid waste types 10, 13, 23, 25 and 27 generated within the geographic boundaries of the County of Hudson (the "County"), New Jersey, (3) approval of an initial tariff, (4) issuance of a joint waste flow redirection order, (5) approval of a landfill license agreement, and (6) approval of a transportation agreement. The relief requested in the verified petition with respect to the issuance of a franchise and a joint waste flow redirection order wholly superceded a petition filed on October 7, 1988, and amended thereto, filed on March 8, 1989 on behalf of the HCIA.

The County is a Solid Waste Management District established pursuant to the provisions of the Solid Waste Management Act (the "Act"), N.J.S.A. 13:1E-1 et seq. Pursuant to the Act, the County is responsible for the development and implementation of a comprehensive Solid Waste Management Plan (the "Plan"). The Plan was adopted by ordinance of the Board of Chosen Freeholders of the County on April 26, 1979, and approved

by the New Jersey Department of Environmental Protection (The "DEP").

On November 18, 1985, in accordance with the provisions of the Act, the Board of Chosen Freeholders of the County adopted an ordinance designating the HCIA as the sole entity responsible for implementing the Plan.

At the time of the HCIA's filing on October 7, 1988, municipal solid waste generated within the County was collected and delivered for disposal at the solid waste facilities owned by the Hackensack Meadowlands Development Commission (the "HMDC"). In planning the County's solid waste system, the HCIA anticipated that interim disposal capacity would be available at such HMDC facilities until the commencement of commercial operation of the planned resource recovery facility, which is presently projected by the HCIA to occur during calendar year 1994.

By Order for Termination of Landfill Operations dated December 22, 1989 (the "Order for Termination"), the DEP and the Board ordered the phased orderly closure of the HMDC 1-E landfill no later than December 31, 1990. The County appealed the Order for Termination, and the litigation was subsequently resolved by execution of a settlement agreement, dated June 14, 1990, by the County, the HCIA, the HMDC, the DEP and the Board (the "Settlement Agreement"). Pursuant to the terms of the Settlement Agreement, the HMDC will continue to accept for disposal solid waste generated within the County up to the capacity determined by the DEP. Also, pursuant to the terms of the Settlement Agreement, the HCIA has developed a short-term disposal strategy to provide for the disposal of solid waste generated within the County at the HMDC 1-E landfill up to the capacity of that landfill, and at landfills located out-of-state, until commercial operation of the planned resource recovery facility.

In order to implement the short-term disposal strategy, and pursuant to the Settlement Agreement, the HCIA and the HMDC have executed an interdistrict agreement which provides for, among other things, the processing and disposal of solid waste generated within the County (the "Interdistrict Agreement"). The Interdistrict Agreement also provides for the use of the HMDC Baler Facility as the transfer station for certain types of solid waste that will be processed and transported to out-of-state landfills for disposal.

The County transmitted to the DEP a proposed amendment to the County Plan, dated September 7, 1990, that included the short-term disposal strategy selected by the HCIA. On January 14, 1991, the County transmitted to the DEP a second proposed amendment to the County Plan to incorporate the Interdistrict Agreement into the County Plan, which Interdistrict Agreement was referenced in and essentially implements the details of the September 7, 1990 Plan Amendment as they relate to the day-to-day business relationships between the HCIA and the HMDC. On January

24, 1991, the DEP approved the September 7, 1990 amendment to the County Plan. The DEP is currently reviewing the second amendment to the County Plan.

Motions to intervene were filed with the Board by United Carting Company, Inc. on January 11, 1991, and by Allegro Sanitation Corp., Anchor Carting Corp., Five Brothers Carting Co., Inc., Hoboken Recycling Corp. and V. Ponte and Sons, Inc. on January 9, 1991 (collectively referred to as "Intervenors"). Thereafter, responses to the motions were filed as well as replies to the responses. At its January 25, 1991 meeting, the Board granted the Intervenors' motions to intervene. The Department of the Public Advocate, Division of Rate Counsel ("Rate Counsel") is also a party to this proceeding.

On January 25, 1991, the Petitioner, Board Staff and Rate Counsel executed a stipulation, which provides for, among other things, interim rate relief. A public hearing concerning the HCIA's petition was held on December 5, 1990 at the Harrison Town Hall in the Town of Harrison, New Jersey. Public notice of the hearing was provided to all customers of the HCIA, to solid waste collectors providing service in the County, and to municipalities located in the County. A second public hearing was held on January 24, 1991 concerning the HMDC's petition for an increase in rates, BPU Docket No. SE90111329, including its impact on the HCIA's proposed rates which were the subject of the December 5, 1990 public hearing. Public notice of the hearing was provided to all customers of the HCIA and the HMDC, to solid waste collectors providing service in the County and to municipalities in the County.

The Board has reviewed the stipulation, as well as the verified petition, responses to data requests propounded by Board Staff, the position papers filed with the Board by Intervenors concerning this matter, as well as the comments provided by interested persons at the December 5, 1990 and January 24, 1991 public hearings. On the basis of this review, as discussed at three different Board agenda meetings, the Board has reached the determinations set forth below. The Board considered the HCIA's request for a franchise and a Certificate of Public Convenience and Necessity at its January 2, 1991 agenda meeting, considered the HCIA's and the HMDC's requests for interim rates and the HCIA's request for approval of certain contracts at its agenda meeting of January 25, 1991, and approved an interim tariff regarding treatment of "mixed loads" at its agenda meeting of January 31, 1991.

CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY

As part of the verified petition filed with the Board, the HCIA submitted the Board's Form M&R5C pursuant to N.J.S.A. 48:13A-6, and also presented information about the HCIA through numerous inquiries by the Board's Staff. In view of this information, the Board FINDS that the petitioner is qualified by

experience, training and education to engage in the solid waste disposal business and HEREBY GRANTS to the HCIA in accordance with N.J.S.A. 48:13A-6, a Certificate of Public Convenience and Necessity to engage in the business of solid waste disposal. At its January 2, 1991 agenda meeting, the Board directed that approval of the HCIA's Certificate of Public Convenience and Necessity was contingent upon approval by the DEP of the September 7, 1990 amendment to the County Plan. As noted above, on January 24, 1991, the September 7, 1990 amendment to the County Plan was approved by the DEP and therefore, the Certificate of Public Convenience and Necessity granted herein is effective as of the date of this Order.

HCIA'S FRANCHISE

Pursuant to the provisions of N.J.S.A. 48:13A-5, when the Board finds that it is in the public interest, the Board is empowered to award a franchise to any person engaged in solid waste disposal at rates and charges published in tariffs or contracts accepted or to be accepted by the Board, provided that the proposed franchise conforms to the solid waste management plan, as approved by the DEP, of the solid waste management district in which service is to be performed, and provided that the franchise is of sufficient area and duration to meet the estimated technical and economic needs of the disposal facility.

The County Plan, as adopted and amended, provides for both the short-term and long-term solid waste management and disposal needs of the County. The short-term needs will be met pursuant to the September 7, 1990 County Plan Amendment, which provides for the disposal of certain solid waste types at the HMDC 1-E landfill, and the processing of other solid waste types through the HMDC Baler Facility to be disposed of at out-of-state landfills. The HCIA's short-term disposal policy is designed to conserve the diminishing space at the HMDC 1-E landfill.

The Board concludes that the HCIA meets the requirements for a solid waste disposal franchise pursuant to N.J.S.A. 48:13A-5. As the HCIA is a public body responsible for implementation of the County's Plan, the award of a solid waste disposal franchise to the HCIA furthers the public interest by helping to preserve valuable landfill space and by assisting the County in gaining control over solid waste flows generated in the County. ¹ In addition, the HCIA will be engaged in solid waste

¹ The HMDC 1-E landfill is the last operational disposal facility and the only facility currently available for the receipt of Hudson County solid waste in the Hackensack Meadowlands District. HMDC 1-E landfill's operation is restricted by virtue of the December 22, 1989 landfill closure order and the June 14, 1990 Settlement Agreement. Unless all non-type 10 Hudson County solid waste, except as otherwise specified in the HCIA's tariffs, is diverted from the HMDC 1-E

disposal as of February 4, 1991, with rates and charges published in its tariff on file with the Board. The awarding a franchise to the HCIA also conforms to the County plan as approved by the DEP on January 24, 1991, and meets the estimated technical and economic needs of the disposal facility to be used by the HCIA. Finally, the franchise provides financial stability to the HCIA and will assist it in developing its solid waste system.

Accordingly, the Board HEREBY AWARDS the HCIA a franchise for the disposal of solid waste types 10, 13, 23, 25 and 27 generated within the County, effective as of the effective date of the HCIA's tariffs. The franchise is effective until such time as there is a substantial change in the County's disposal system, such substantial change to include, but not be limited to, a decision to proceed with construction of a resource recovery facility, the execution of an interdistrict agreement with another county or the development of a system of waste distribution centers.

INITIAL TARIFF

The HCIA has proposed an initial tariff to implement the County's short-term disposal strategy, and to provide for the delivery of solid waste types 10, 13, 23, 25 and 27 generated within the County to the HMDC Baler Facility for processing and disposal pursuant to the terms of the Interdistrict Agreement. The HCIA and the HMDC have also, pursuant to the September 7, 1990 Plan Amendment and the Interdistrict Agreement, established charges, reflected in their respective tariffs, related to the various undertakings by each with respect to the processing of solid waste at the HMDC Baler Facility for disposal at the HMDC 1-E Landfill and at landfills located outside the State of New Jersey.

For convenience, the HCIA and the HMDC have determined that the fees otherwise payable to the HMDC for the performance of its responsibilities under its tariff and the Interdistrict Agreement (such fees are referred to as the "HMDC Components") are to be incorporated into the applicable HCIA solid waste disposal tariff rates, as modified from time-to-time and approved by the Board. The HCIA and the HMDC have also determined that the HMDC will act as billing agent on behalf of the HCIA and will charge and collect the applicable HCIA tariff rates. Pursuant to the terms of the Interdistrict Agreement, the HMDC and the HCIA have executed a Deposit, Transfer and Escrow Agreement which generally provides that all payments made by solid waste disposal customers under the HCIA's tariff shall be collected by the HMDC on behalf of the HCIA and the HMDC and deposited in a joint account, and thereafter transferred to the HCIA and the HMDC in

(Footnote cont'd.)
landfill, it will reach its safe permitted capacity and will be closed to all Hudson County solid waste in approximately two years.

accordance with each party's respective component of the collected funds.

The stipulation executed by the HCIA, Board Staff and Rate Counsel contains a revenue requirement that was agreed to on an interim basis by Board Staff and the HCIA. Rate Counsel objected to the HCIA including in the revenue requirement expenses related to recycling. The stipulation also contains, based upon the agreed revenue requirement and the HCIA's tonnage projections, solid waste disposal rates for waste types 10, 13, 23, 25 and 27. Notwithstanding Rate Counsel's position regarding recycling expenses, the parties agreed to accept the disposal rates on the condition that in the event revenues collected during the consecutive twelve-month period after the effective date of the tariff exceed the HCIA's stipulated revenue requirement, exclusive of taxes, surcharges, and revenues deposited with the HMDC, such excess revenues which are not required to meet the HCIA's variable costs, as specified in the stipulation, will be deposited in a separate HCIA escrow account pending a final decision by the Board in this matter. The HCIA has also agreed to provide the Board and Rate Counsel with financial reports as may be specified by the Board. The stipulation further provides that the parties agreed to deposit in an escrow account, any revenues collected which pertain to the HCIA's amortization expense, as specified in the stipulation.

After reviewing the provisions of the stipulation, the Board FINDS that there is a need to implement the County Plan at the earliest possible time in order to preserve valuable landfill space. Given this need, the Board is persuaded that interim relief is necessary pending a final decision by the Board on the HCIA's requested rates. Therefore, pursuant to N.J.S.A. 48:2-21.1, the Board HEREBY APPROVES the stipulation and incorporates the terms thereof into this Order as if fully set forth at length herein. The rates set forth in the stipulation are interim and subject to refund with interest.

The Board rejects the position of Rate Counsel with respect to recycling expenses. The Board has previously stated its position on the issue of including recycling expenses in solid waste disposal rates and adheres to its position in that matter. See In the Matter of the Petition of The Mercer County Improvement Authority for Approval of an Increase in Rates, Order Adopting in Part and Modifying in Part Initial Decision, BPU Dockets SR88070850, et al., OAL Dockets PUC5775-88, et al. (October 19, 1990). Recycling activities are an integral part of the HCIA's solid waste disposal operations and are in the short and long-term interest of Hudson County and its citizens; such costs should be included in the interim rates approved herein.

Except as otherwise provided in the Deposit, Transfer and Escrow Agreement between the HCIA and the HMDC, the HMDC and the HCIA shall hold each other harmless against any claim to collected funds, as defined in the Deposit, Transfer and Escrow

Agreement, including claims for refunds, with respect to the other party's respective component of the collected funds. In the event the HMDC does not upon a lawful request refund its component of collected funds, the HCIA shall have no liability to a solid waste disposal customer for any funds which have been deposited with the HMDC from the Joint Escrow Account pursuant to paragraph 2 of the Deposit, Transfer and Escrow Agreement. Similarly, in the event the HCIA does not upon a lawful request refund its component of collected funds, the HMDC shall have no liability to a solid waste disposal customer for any funds which have been deposited with the HCIA from the Joint Escrow Account pursuant to paragraph 2 of the Deposit, Transfer and Escrow Agreement. The HMDC and the HCIA are directed to provide any reasonable customer refunds on a timely basis as provided for in the Deposit, Transfer and Escrow Agreement.

The HCIA has also filed a proposed policy for acceptance of disposal of mixed Hudson and non-Hudson County waste. Based upon discussions with the Board Staff, the HMDC, and Intervenors, the HCIA has proposed to adopt an alternative interim policy concerning mixed waste pending further proceedings at the Board. Pursuant to the HCIA's alternative interim policy, the HCIA will in the short-term and commencing upon the effective date of its tariff, continue to accept mixed Hudson and non-Hudson County solid waste in accordance with the procedures presently employed by the HMDC. The HCIA intends to update this policy and thereafter file any revised policy with the Board for approval. There will be further consideration of this issue by the Board approximately 30 days from the date of this Order.

LANDFILL LICENSE AGREEMENT AND TRANSPORTATION AGREEMENT

Pursuant to an agreement by and between the HCIA, Empire Sanitary Landfill, Inc. ("Empire Landfill" or "Empire") and U.S. Systems Corp., the HCIA has acquired an undivided interest in real property, consisting of the acquisition of a non-exclusive, irrevocable license to utilize landfill capacity at the Empire Landfill located in Taylor, Pennsylvania (the "License Agreement"). Under the terms of the License Agreement, the HCIA may deliver and Empire is obligated to accept waste types 10, 13, 23, 25 and 27 for disposal according to applicable laws.

The HCIA has also executed a transportation agreement with John B. Pucillo & Sons ("Pucillo") (the "Transportation Agreement") for the transportation and delivery to Empire of all solid waste types 13, 23 and 25 and at the sole option of the HCIA, waste types 10 and 27 delivered to the HMDC Baler Facility or to any HCIA designated transfer station.

In the stipulation, the parties agreed that the terms and conditions of the License Agreement and Transportation Agreement are reasonable and prudent and should be approved by the Board on a permanent basis throughout the term of each

respective agreement, such approval being necessary for the implementation of the HCIA's solid waste disposal system. The HCIA also agreed in the stipulation to make a good faith effort to dispose of solid waste pursuant to the terms and conditions of the License Agreement. The HCIA also agreed to file with the Board on an annual basis a report which states the total cumulative tons of solid waste that were disposed of at the Empire Landfill during the preceding year and the amount of additional capacity available to the HCIA pursuant to terms of the License Agreement. Finally, the HCIA agreed to use reasonable efforts during the term of the License Agreement to mitigate any obligation to make any deficiency payments to Empire upon the termination of the License Agreement.

The Landfill License Agreement provides for capacity for up to a ten-year period. However, it is the State's policy, as evidenced in DEP's approval of Hudson County's September 7, 1990 amendment to the County plan, that primary reliance on out-of-state disposal should be only short term in nature. Consistent with that policy, the Board recognizes that this contract represents the primary disposal facility for a short-term period. The contract provides sufficient flexibility for the HCIA to develop alternative in-state disposal resources without economic penalty, including the ability to transfer or sell its landfill rights. The Board has the ongoing responsibility to review the reasonableness of the HCIA's efforts in this regard, as well as the rate implications which result therefrom.

The HCIA has not entered into any arrangements for backup landfill capacity, in the event Empire Landfill is unable to accept waste for any reason. However, the HCIA indicates that the Empire License Agreement provides that Empire bears the entire responsibility for finding alternative disposal facilities and will insulate the HCIA entirely from the economic effect of such an event. Moreover, at least in the short term, the HMDC landfill provides backup capacity as well. Based on these factors, the Board concludes that the Empire License Agreement provides sufficient ratapayer protection.

With respect to the Transportation Agreement with Pucillo, its terms provide sufficient operational assurances and economic protection to the HCIA. The HCIA maintains an ongoing obligation to assure the adequacy of service provided by Pucillo and, moreover, Pucillo is subject to the ongoing jurisdiction of the Board.

Based on the above, the Board HEREBY APPROVES as reasonable and prudent the License Agreement and the Transportation Agreement and ORDERS the HCIA to file with the Board on an annual basis a report which states the total cumulative tons of solid waste that were disposed of at the Empire landfill during the preceding year and the amount of additional capacity available to the HCIA pursuant to the terms

of the License Agreement. The Board FURTHER ORDERS that the HCIA use reasonable efforts to mitigate any obligation to make up any deficiency payment to Empire, in accordance with the terms of the Landfill License Agreement, upon termination of the License Agreement.

The Board has reviewed the proposed tariff submitted by the HCIA and FINDS the tariff to be consistent with the terms of the stipulation and acceptable in regard to enforceability and technical requirements. Therefore, the Board HEREBY ACCEPTS the tariff as submitted.

The Board directs staff to implement expedited interim rate proceedings for collectors consistent with this Order, and authorizes staff to review filed tariffs for expedited relief administratively.

DATED: February 4, 1991

BOARD OF PUBLIC UTILITIES
BY:

Scott A. Weiner
SCOTT A. WEINER
PRESIDENT

George H. Barbour
GEORGE H. BARBOUR
COMMISSIONER

ATTEST:

Chrys Wilson
CHRYS WILSON
SECRETARY

I HEREBY CERTIFY that the within document is a true copy of the original in the files of the Board of Public Utility Commissioners.

George H. Barbour



AGENDA DATE: 1/25/91

STATE OF NEW JERSEY
BOARD OF PUBLIC UTILITIES

TWO GATEWAY CENTER
NEWARK, N.J. 07102

IN THE MATTER OF THE HACKENSACK)
MEADOWLANDS DEVELOPMENT COMMISSION))
REQUEST FOR A CHANGE TO THE HMDC)
TARIFF FOR THE HMDC 1-E LANDFILL)
AND HMDC TRANSFER STATION)

ORDER APPROVING
INTERIM STIPULATION

BPU Docket No. SR90111329

(SERVICE LIST ATTACHED)

BY THE BOARD:

Petitioner, the Hackensack Meadowlands Development Commission ("HMDC"), is a political subdivision of the State of New Jersey, established in, but not of, the Department of Community Affairs and is located at One DeKorte Park Place, Lyndhurst, New Jersey, 07071, County of Bergen, State of New Jersey. HMDC's solid waste disposal operations are under the Board's jurisdiction. On November 30, 1990, HMDC filed a petition with the Board of Public Utilities (Board) for an adjustment to its tariff which is designed to reflect the continued operation of the HMDC 1-E landfill located in North Arlington and Kearny, New Jersey, and the start-up and operation of the HMDC baler/transfer station facility also located in North Arlington and Kearny.

HMDC has entered into a Settlement Agreement with Hudson County (the County), the County Executive, The Hudson County Improvement Authority (HCIA), The Department of Environmental Protection (DEP) and the Board. Pursuant to the Settlement Agreement which allows for the continued operation of the HMDC 1-E landfill for a limited period of time so long as certain conditions prevail, HMDC and HCIA have entered into an Interdistrict Agreement (the Interdistrict Agreement) which provides for, among other things, the disposal of solid waste type 10 generated within the County at the HMDC 1-E landfill and the processing and transfer of solid waste types 13, 23, 25 and 27 generated within the County at the HMDC baler/transfer station site for disposal at landfills outside of the State of New Jersey.

Pursuant to the Interdistrict Agreement, HMDC and HCIA have established charges relating to various activities by each entity which are reflected in their respective tariffs. For convenience, HMDC and HCIA determined that fees which would otherwise be payable to HMDC under its tariff, will be incorporated into HCIA's Board approved tariff. HMDC will act as

a billing agent for HCIA and will charge and collect the applicable HCIA tariff rates. ¹

On December 5, 1990, a public hearing was held at the Harrison Town Hall in the Town of Harrison, New Jersey concerning HCIA's petition. On January 24, 1991, another public hearing was held at the same location concerning HMDC's petition and HCIA's petition. At this hearing, the public was informed of the relationship between the HMDC and HCIA petitions.

The Board has reviewed the stipulation entered into by the parties for interim relief along with the solid waste management plan certified by the DEP. As there is a need to limit disposal of solid waste at the HMDC 1-E landfill to preserve valuable landfill space, the Board is persuaded that interim relief is necessary pending full adjudication of the merits of the HMDC request for a rate adjustment. Therefore, pursuant to N.J.S.A. 48:2-21.1, the Board HEREBY APPROVES the submitted stipulation and incorporates the terms thereof into this Order as if fully set forth at length herein. The rates set forth in the stipulation are interim and subject to refund with interest.

The Board has reviewed the proposed tariff submitted by HMDC and FINDS the tariff to be consistent with the terms of the stipulation and acceptable in regard to enforceability and technical requirements. Therefore, the Board HEREBY ACCEPTS the tariff as submitted.

DATED: February 4, 1991

BOARD OF PUBLIC UTILITIES
BY:

Scott A. Weiner

SCOTT A. WEINER
PRESIDENT

George H. Barbour
GEORGE H. BARBOUR
COMMISSIONER

ATTEST:

Chrys Wilson
CHRYS WILSON
SECRETARY

I, BEING COUNTY CLERK, do within document is a true copy of the original in the files of the Board of Public Utility Commissioners.

¹ While the Board could direct the HMDC not to conduct billing for the HCIA, the Board will permit such billing in this case.

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

City Clerk File No. Res. 16.223

Agenda No. 10.R

Approved: APR 13 2016

TITLE:



RESOLUTION AUTHORIZING SETTLEMENT OF THE LAW SUIT OF JULIA MARSH AGAINST THE CITY OF JERSEY CITY, ET AL.

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, Julia Marsh filed a law suit against the City of Jersey City, et al in the Superior Court of New Jersey under Docket No. HUD-L-2239-14; and

WHEREAS, the complaint alleges an auto accident involving a City of Jersey City unmarked vehicle driven by Police Officer Keith O'Brien at the intersection of Martin Luther King Drive and Claremont Avenue; and

WHEREAS, the Corporation Counsel has recommended a settlement of **\$13,500**; and

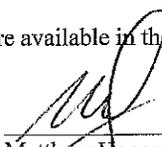
WHEREAS, plaintiff has agreed to this settlement and has agreed to sign the required releases; and

WHEREAS, the funds necessary for this settlement are available in the City of Jersey City Insurance Fund Accounts.

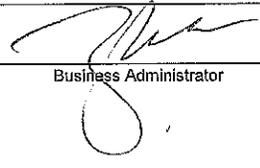
NOW THEREFORE, BE IT RESOLVED by the Municipal Council of the City of Jersey City that:

1. The Corporation Counsel be authorized to settle this lawsuit for **\$13,500**;
2. The Jersey City Insurance Fund Commission be authorized to issue a check payable to plaintiff and his attorney.

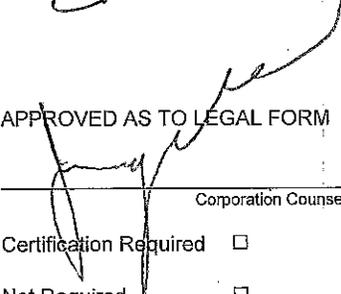
I certify that the funds for this expenditure are available in the City of Jersey City's Insurance Fund Commission Account.


Matthew Hogan
Secretary Insurance Fund Commission

^{igp}
3/15/16
APPROVED: _____

APPROVED: 
Business Administrator

APPROVED AS TO LEGAL FORM


Corporation Counsel

Certification Required

Not Required

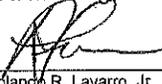
APPROVED 7-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 4.13.16											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA		ABSENT	
RAMCHAL		ABSENT		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 SETTLEMENT OF THE LAW SUIT OF JULIA MARSH VS. THE CITY OF JERSEY CITY, ET AL

Initiator

Department/Division	Law	
Name/Title	Jeremy Farrell	Corporation Counsel
Phone/email	(201) 547-4667	JFarrell@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 a Settlement of the law suit of Julia Marsh v. City of Jersey City, et al in the amount of \$13,500.

I certify that all the facts presented herein are accurate.

Signature of Department Director

Date

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

City Clerk File No. Res. 16.224

Agenda No. 10.5

Approved: APR 13 2016

TITLE:



RESOLUTION (1) INTRODUCING AND APPROVING THE 2015-2016 BUDGET OF THE HISTORIC DOWNTOWN 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 92-021** the City of Jersey City established the Historic Downtown Special Improvement District (HDSID) to be operated by the Historic Downtown 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 Historic Downtown Special Improvement District has submitted its 2015-2016 fiscal year budget, July 1, 2015 – June 30, 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 2015-2016 fiscal year budget, July 1, 2015 – June 30, 2016 of the Historic Downtown Special Improvement District, attached hereto as Exhibit A, was approved by the Historic Downtown Special Improvement District at its January 9, 2016 meeting;
2. The budget as submitted to the City is hereby retroactively introduced and approved, subject to a public hearing prior to adoption.
3. The Tax Assessor is directed to do the following:

City Clerk File No. Res. 16.224

Agenda No. 10.S APR 13 2016

TITLE:

- (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 July 1, 2016.

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: _____

Business Administrator

Corporation Counsel

Certification Required

Not Required

APPROVED 7-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 4.13.16											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA		ABSENT	
RAMCHAL		ABSENT		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

Historic Downtown Special Improvement District Budget FY 2016-17						NOTES
Ordinary Income/Expense			2016-2017	2015-2016 Comparison		
Income						
Revenues						
Private						
1		Commerce Permit Fees Reimbursed	\$ 3,000.00	\$ 4,000.00	\$	1,000.00
2		Groove on Grove Vendor Fees	\$ 1,750.00	\$ 500.00	\$	(1,250.00)
3		Halloween Vendor Fees	\$ 1,250.00	\$ 1,250.00	\$	-
4		Holiday Market Vendor Fees	\$ 6,000.00	\$ 6,000.00	\$	-
5		Street Fair Vendor Fees	\$ 25,000.00	\$ 25,000.00	\$	-
6		Street Fair Raffle	\$ 500.00	\$ 500.00	\$	-
7		Farmers' Market Fees	\$ 70,000.00	\$ 45,000.00	\$	(25,000.00)
8		Assessment	\$ 281,725.00	\$ 240,000.00	\$	(41,725.00)
9		Total Private	\$ 389,225.00	\$ 322,250.00	\$	(66,975.00)
10		Grants (Sponsorships)				
11		Farmers Market Sponsorship	\$ 10,000.00	\$ 10,000.00	\$	-
12		Halloween Sponsorship	\$ 2,500.00	\$ 2,500.00	\$	-
13		Holiday Décor Sponsor	\$ 7,500.00	\$ 5,000.00	\$	(2,500.00)
14		Sponsorships Groove on Grove	\$ 15,000.00	\$ 20,000.00	\$	5,000.00
15		Sponsorships Annual Street Fair	\$ 50,000.00	\$ 40,000.00	\$	(10,000.00)
16		Total Grants	\$ 85,000.00	\$ 77,500.00	\$	(7,500.00)
17		Total Revenues	\$ 474,225.00	\$ 399,750.00	\$	(74,475.00)
18		Total Income	\$ 474,225.00	\$ 399,750.00	\$	(74,475.00)
19		Gross Profit	\$ 474,225.00	\$ 399,750.00	\$	(74,475.00)
20		Expenses				
21		Meetings & Travel				
22		Meals	\$ 850.00	\$ 300.00	\$	(550.00)
23		Meeting Materials	\$ 300.00	\$ 300.00	\$	-
24		Meeting & Travel - Other	\$ 50.00	\$ 50.00	\$	-
25		Parking	\$ 200.00	\$ 200.00	\$	-
26		Transportation	\$ 350.00	\$ 375.00	\$	25.00
27						
28		Rent	\$ 1,200.00	\$ 1,200.00	\$	-
29		Utilities	\$ 100.00	\$ 100.00	\$	-
30		Postage & PO Box Rental	\$ 950.00	\$ 275.00	\$	(675.00)
31		Accountant - Audit	\$ 3,500.00	\$ 3,500.00	\$	-
32		Accountant - Bookkeeping, Payroll & Tax Preparation	\$ 16,900.00	\$ 15,000.00	\$	(1,900.00)
33		Architect	\$ 1,500.00	\$ -	\$	(1,500.00)
34		Fees (Bank, Square & PayPal)	\$ 850.00	\$ 100.00	\$	(750.00)
35		Insurance				
36		Cell Phone Insurance	\$ 250.00	\$ 250.00	\$	-
37		D&O Insurance	\$ 880.00	\$ 875.00	\$	(5.00)
38		General Liability	\$ 20,000.00	\$ 21,705.00	\$	1,705.00
39		Health Insurance	\$ 10,000.00	\$ 8,400.00	\$	(1,600.00)

Historic Downtown Special Improvement District Budget FY 2016-17				NOTES		
40		Workers Compensation	\$ 7,500.00	\$ 7,000.00	\$	(500.00)
41		Grand Opening Materials	\$ 1,000.00	\$ 550.00	\$	(450.00)
42		Payroll Expense				
43		NJ - WF/SWF Company	\$ 200.00	\$ 200.00	\$	-
44		NJ - Unemployment Tax	\$ 4,100.00	\$ 2,800.00	\$	(1,300.00)
45		NJ - Disability Tax	\$ 450.00	\$ 450.00	\$	-
46		Social Security Tax	\$ 12,000.00	\$ 11,000.00	\$	(1,000.00)
47		Medicare Tax	\$ 2,750.00	\$ 2,600.00	\$	(150.00)
48		Federal Unemployment	\$ 450.00	\$ 430.00	\$	(20.00)
49		Administration				
50		Wages	\$ 190,000.00	\$ 159,660.00	\$	(30,340.00)
51		Overtime	\$ 1,685.00	\$ 1,500.00		-750
52		Bonuses	\$ 10,400.00	\$ 8,500.00	\$	(1,900.00)
53		Dues/Subscriptions	\$ 1,000.00	\$ 1,200.00	\$	200.00
54		Telephones				
55		Internet/Office phone	\$ 1,700.00	\$ 1,500.00	\$	(200.00)
56		Cell Phones	\$ 5,000.00	\$ 4,250.00	\$	(750.00)
57		Office Expenses	\$ 6,000.00	\$ 8,000.00	\$	2,000.00
58		Events/Marketing/Promotions				
59		Banners	\$ 20,000.00	\$ 20,000.00	\$	-
60		Equipment Rental	\$ 10,000.00	\$ 5,500.00	\$	(4,500.00)
61		Grand Openings	\$ 3,500.00	\$ 550.00	\$	(2,950.00)
62		Holiday Lights	\$ 10,000.00	\$ 5,000.00	\$	(5,000.00)
63		Lighting	\$ 750.00	\$ 750.00	\$	-
64		Marketing Design	\$ 4,500.00	\$ 5,500.00	\$	1,000.00
65		Music	\$ 5,000.00	\$ 5,500.00	\$	500.00
66		PATH Ads	\$ 15,000.00	\$ 10,300.00	\$	(4,700.00)
67		Performer/Entertainment	\$ 8,000.00	\$ 5,500.00	\$	(2,500.00)
68		Permits	\$ 3,000.00	\$ 4,000.00	\$	1,000.00
69		Printing/Promotions/Advertising	\$ 13,000.00	\$ 10,000.00	\$	(3,000.00)
70		Photography	\$ 2,750.00	\$ 2,000.00	\$	(750.00)
71		Security	\$ 11,000.00	\$ 10,000.00	\$	(1,000.00)
72		Sound	\$ 4,500.00	\$ 6,500.00	\$	2,000.00
73		Sponsorships	\$ 2,000.00	\$ 2,000.00	\$	-
74		Staffing for Events	\$ 3,000.00	\$ 3,000.00	\$	-
75		Supplies	\$ 750.00	\$ -	\$	(750.00)
76		Tent Rentals	\$ 26,000.00	\$ 15,000.00	\$	(11,000.00)
77		Web Promotion	\$ 2,750.00	\$ 2,000.00	\$	(750.00)
78		Website	\$ 6,000.00	\$ 3,500.00	\$	(2,500.00)
79		Operations				
80		Landscaping	\$ 1,500.00	\$ 600.00	\$	(900.00)
81		Uniforms	\$ 2,250.00	\$ 2,500.00	\$	250.00
82		Clean Team Supplies	\$ 10,000.00	\$ 5,000.00	\$	(5,000.00)
83		Total Expense	\$ 467,365.00	\$ 386,970.00	\$	(80,395.00)
84						
85		Net Ordinary Income	\$ 6,860.00	\$ 12,780.00	\$	5,920.00
86		Other Income/Expense				
87		Other Income				
88		Interest Income	\$ 150.00	\$ 150.00	\$	-
89		Total Other Income	\$ 150.00	\$ 150.00	\$	-
90		Net Other Income	\$ 150.00	\$ 150.00	\$	-
		Net Income	\$ 7,010.00	\$ 12,930.00	\$	5,920.00

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

City Clerk File No. Res. 16.225

Agenda No. 10.T

Approved: APR 13 2016

TITLE:



RESOLUTION AUTHORIZING THE CITY OF JERSEY CITY RISK MANAGER TO ISSUE A LETTER OF INSURANCE AND INDEMNIFICATION TO LIBERTY STATE PARK

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, various departments within the City of Jersey City ("City"), through the Mayor's Office / Office of Cultural Affairs, conducts various events at Liberty State Park; and

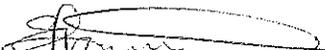
WHEREAS, these special events include, but are not limited to, the Summerfest Concert Series, the Fourth of July, Fireman/ Police Award Ceremonies and Fireman's Picnic, the Carlos Negron Run as well as various other City events; and

WHEREAS, Liberty State Park requires a letter of insurance and indemnification from the City; and

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

NOW, THEREFORE, BE IT RESOLVED, the Risk Manager is authorized to issue a letter of insurance and indemnification to Liberty State Park for the use of its facility by the City's Office of Cultural Affairs for various activities for the period of July 1, 2016 to July 1, 2017.

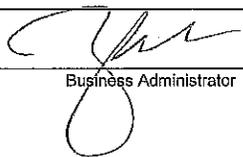
BE IT FURTHER RESOLVED, that the Mayor or Business Administrator be authorized to execute such other documents that may be necessary to effectuate the purpose of the Resolution.

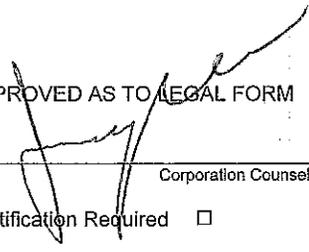

 Elizabeth Cain, Director of Cultural Affairs


 Matthew Hogan, Risk Manager

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: 
 Business Administrator


 Corporation Counsel

Certification Required

Not Required

APPROVED 7-0

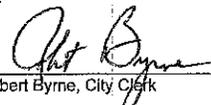
RECORD OF COUNCIL VOTE ON FINAL PASSAGE 4.13.16											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA		ABSENT	
RAMCHAL		ABSENT		OSBORNE	✓			WATTERMANN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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


 Roland 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 ACCEPTANCE OF A BID FOR THE SALE BY ASSIGNMENT OF CERTIFICATES OF TAX SALE INCLUDING SUBSEQUENT MUNICIPAL LIENS PURSUANT TO N.J.S.A. 54:5-114.2(B)

Initiator

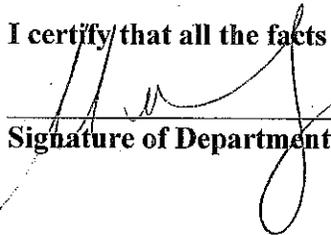
Department/Division	ADMINISTRATION	TAX COLLECTION
Name/Title	MAUREEN COSGROVE	TAX COLLECTOR
Phone/email	5120	MAUREEN@JCNJ.ORG

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

Resolution Purpose

TO ALLOW THE CITY TO COLLECT A PORTION OF THE DELINQUENT PROPERTY TAXES ON AFFORDADABLE HOUSING UNITS.

I certify that all the facts presented herein are accurate.



Signature of Department Director

3-22-16
Date

RESOLUTION FACT SHEET – NON-CONTRACTUAL

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

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING THE CITY OF JERSEY CITY RISK MANAGER TO ISSUE A LETTER OF INSURANCE AND INDEMNIFICATION TO LIBERTY STATE PARK.

Initiator

Department/Division	Mayor's Office	Office of Cultural Affairs
Name/Title		Elizabeth Cain
Phone/email		(201) 547-4303 / ecain@jcnj.org

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

Resolution Purpose

The purpose is to insure the continued use of Liberty State Park by the City of Jersey City as a venue for various cultural and entertainment events that benefit the residents of the City of Jersey City. These events include the Summerfest Concert Series, the 4th of July Celebration, the Fireman/Police Award Ceremonies, the Fireman Picnic, the Carlos Negrón Run as well as various other City events from July 1, 2016 to July 1, 2017.

I certify that all the facts presented herein are accurate.


Signature of Department Director

3/30/16
Date

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

City Clerk File No. Res. 16.226

Agenda No. 10-U

Approved: APR 13 2016

TITLE:



RESOLUTION AUTHORIZING MEMBER PARTICIPATION IN THE NATIONAL PURCHASING PARTNERS GOVERNMENT PURCHASING SYSTEM

COUNCIL offered and moved adoption of the following resolution:

WHEREAS, N.J.S.A. - 52:34-6.2 authorizes a municipality to enter into cooperative purchasing agreements with one or more other states or political subdivisions for the purchase of goods and services; and

WHEREAS, National Purchasing Partners Government Purchasing System ("NPP Gov") is a nationally-recognized and accepted cooperative purchasing agreement that was developed utilizing a competitive bidding process; and

WHEREAS, the NPP Gov has offered the City of Jersey City (City) the opportunity to participate in a Cooperative Purchasing System for the purchase of goods and services; and

WHEREAS, the City desires to join the NPP Gov to purchase goods and/or services, to make the procurement process more efficient and to provide cost savings to the City;

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

1. The Purchasing Agent is authorized to complete an on-line registration form that will allow the City to participate in the U.S. Communities Government Purchasing Alliance; and
2. The City of Jersey City shall ensure that the goods and/or services procured through the system comply with all applicable laws of the State of New Jersey, Local Public Contracts Law N.J.S.A. 40A:11-1 et seq. and all other provisions of the revised statutes of the State of New Jersey.

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: _____

Business Administrator

Corporation Counsel

Certification Required

Not Required

APPROVED 7-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 4.13.16											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	ABSENT		
RAMCHAL	ABSENT			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 MEMBER PARTICIPATION IN THE NATIONAL PURCHASING PARTNERS GOVERNMENT PURCHASING SYSTEM (NPP Gov)

Initiator

Department/Division	Administration	Purchasing
Name/Title	Peter Folgado	Director, QPA, RPPO
Phone/email	201.547.4896	PeterF@jcnj.org

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

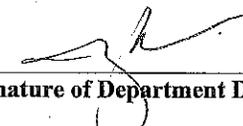
Resolution Purpose

N.J.S.A. 52:34-6.2 authorizes a municipality to enter into cooperative purchasing agreements with one or more other states or political subdivisions for the purchase of goods and services.

NPP Gov is a nationally-recognized and accepted cooperative purchasing agreement that was developed utilizing a competitive bidding process.

The City desires to join the NPP Gov Cooperative Purchasing System to purchase goods and/or services, to make the procurement process more efficient and to provide cost savings to the City.

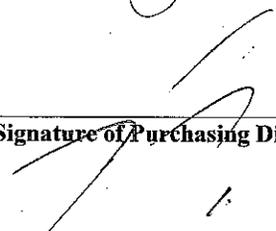
I certify that all the facts presented herein are accurate.



Signature of Department Director



Date



Signature of Purchasing Director



Date

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

City Clerk File No. Res. 16.227

Agenda No. 10.V

Approved: APR 13 2016

TITLE:



RESOLUTION AUTHORIZING A LICENSE AND ACCESS AGREEMENT WITH JC BROADWAY L.L.C. TO FACILITATE THE REMOVAL OF AN ENCROACHMENT ON THE PJP LANDFILL SITE, PROJECT NO. 10-018, FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF ENGINEERING, TRAFFIC AND TRANSPORTATION

COUNCIL AS A WHOLE
FOLLOWING RESOLUTION:

OFFERED AND MOVED ADOPTION OF THE

WHEREAS, the City of Jersey City (City) assumed ownership of the PJP Landfill Site located at 400 Sip Avenue, Routes 1 & 9 (Site) through condemnation proceedings on June 18, 2010; and

WHEREAS, the Site is listed on the National Priorities List (NPL) of Superfund, which is the Federal Government's program to clean up the nation's uncontrolled hazardous waste sites; and

WHEREAS, the Site is a location whereupon the City has undergone site remediation and capping, and is under current monitoring for soil contamination by the New Jersey Department of Environmental Protection (NJDEP), as further set forth in the Deed Notices and supporting documentation, incorporated herein by reference (the "Deed Restricted Sites"); and

WHEREAS, the City is required to comply with operation and maintenance responsibilities; to remain in compliance with the Operation and Maintenance Plan (O&M Plan) for the Site; and

WHEREAS, the City has retained a Licensed Site Remediation Professional (LSRP) and environmental consulting firm to help with the aforementioned oversight and monitoring (City Environmental Contractor); and

WHEREAS, JC Broadway, L.L.C. (JCB) owns property at 301 Broadway, Jersey City, New Jersey (the "JCB Property") that is within the City and adjacent to the Site; and

WHEREAS, the City allowed JCB an easement on January 24, 2011 that includes a paved driveway portion of the Site and does not include any part of the Site beyond the paved area; and

WHEREAS, JCB has inadvertently installed a fence and planted vegetation that encroaches upon the Site; and

WHEREAS, the City did not authorize the encroachment, and JCB has agreed to relocate the fence and planted vegetation such that they will be within JCB Property or the easement area; and

WHEREAS, the City must ensure the integrity of the cap sealing at the Site, and will require JCB to safely remove it under surveillance of the City's LSRP and Environmental Contractor; and

WHEREAS, JCB shall reimburse the City for the cost of the aforementioned environmental oversight, which funds shall be initially paid from the City's LSRP Account (Account No. 04-226-55-000-037) and upon reimbursement by JCB shall be deposited back into same; and

WHEREAS, the term of this Agreement shall end upon completion of the aforementioned work but shall not exceed twelve (12) months after the Effective Date; and

WHEREAS, JCB and the City have agreed upon the terms of the License and Access Agreement, attached hereto as Attachment A.

TITLE:

RESOLUTION AUTHORIZING A LICENSE AND ACCESS AGREEMENT WITH JC BROADWAY L.L.C. TO FACILITATE THE REMOVAL OF AN ENCROACHMENT ON THE PJP LANDFILL SITE, PROJECT NO. 10-018, FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF ENGINEERING, TRAFFIC AND TRANSPORTATION

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

1. JC Broadway, L.L.C. is authorized to enter onto certain City property for the purpose of performing the activities described in the License and Access Agreement attached hereto; and
2. Subject to such modifications as may be deemed necessary or appropriate by Corporation Counsel, the Mayor or Business Administrator is authorized to execute the License and Access Agreement, as well as any all documents necessary to effectuate the transaction and the effect of this resolution; and
3. The term of the License and Access Agreement shall be effective upon execution of the License Agreement by City officials and terminate after completion of work, or twelve (12) months, whichever is earlier.

APPROVED: Jose R. Cunha

APPROVED AS TO LEGAL FORM [Signature]

APPROVED: [Signature]
Business Administrator

[Signature]
Corporation Counsel

Certification Required

Not Required

APPROVED 7-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 4.13.16											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA		ABSENT	
RAMCHAL		ABSENT		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 LICENSE AND ACCESS AGREEMENT WITH JC BROADWAY L.L.C. TO FACILITATE THE REMOVAL OF AN ENCROACHMENT ON THE PJP LANDFILL SITE, PROJECT NO. 10-018, FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF ENGINEERING, TRAFFIC AND TRANSPORTATION

Project Manager

Department/Division	Administration	Engineering, Traffic & Transportation
Name/Title	Justina Cheng	Environmental Engineer
Phone/email	201-547-4413	jcheng@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 purpose of this resolution is to enter into a license and access agreement with JC Broadway L.L.C. (JCB). This will allow JCB to remove the encroachment on the PJP Landfill Site (Site) and the City to oversee the removal with its Licensed Site Remediation Professional (LSRP) and environmental consultant for the Site to examine the cap on the landfill and potentially repair any damages incurred by the encroachment. JCB shall reimburse the City for the cost of the aforementioned environmental oversight.

Cost (Identify all sources and amounts)

Account No.: 04-226-55-000-037
Amount: to be determined

Contract term (include all proposed renewals)

Upon completion of project; shall not exceed twelve (12) months.

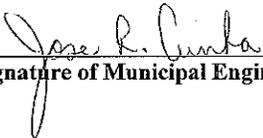
Type of award

If "Other Exception", enter type

Additional Information

The City allowed JCB an easement on a paved driveway portion of the Site. The City requires a LSRP to examine the potential damage in order to remain in compliance with New Jersey Department of Environmental Protection (NJDEP) standards, as the Site is listed on the National Priorities List (NPL) of Superfund and is currently undergoing Operations and Maintenance.

I certify that all the facts presented herein are accurate.


Signature of Municipal Engineer

4/4/16
Date



**CITY OF JERSEY CITY
DEPARTMENT OF ADMINISTRATION
DIVISION OF ENGINEERING,
TRAFFIC AND TRANSPORTATION
MUNICIPAL SERVICES COMPLEX
13 LINDEN AVENUE EAST | JERSEY CITY, NJ 07305
P: 201 547-4411**



STEVEN M. FULOP
MAYOR OF JERSEY CITY

ROBERT KAKOLESKI
BUSINESS ADMINISTRATOR

MEMORANDUM

DATE : April 4, 2016
TO : Rolando L. Lavarro Jr., Council President and Council Members
FROM : Jose R. Cunha, Municipal Engineer
SUBJECT : PJP Landfill Site
 Jersey City Project No. 10-018
 Resolution to Enter a License and Access Agreement with JC Broadway L.L.C.

The City of Jersey City (City) owns the PJP Landfill Site (Site) that is listed on the National Priorities List (NPL) of Superfund, which is the Federal Government's program to clean up the nation's uncontrolled hazardous waste sites. JC Broadway L.L.C. (JCB) owns property within the City and adjacent to the Site, and was granted an easement by the City to use a paved driveway portion of the Site.

JCB has inadvertently installed a fence and planted vegetation that encroaches upon a non-paved portion of the Site, which is not included in the easement agreement. The City's Licensed Site Remediation Professional (LSRP) will supervise the removal of the encroachment and review whether the integrity of the cap has been impacted.

The purpose of this resolution is to enter into a License and Access Agreement with JCB to facilitate the removal of the encroachment. JCB and the City have agreed upon the terms of the License and Access Agreement, which includes JCB reimbursing the City for costs of the aforementioned environmental oversight.

Attached for your consideration is the Resolution authorizing the License and Access Agreement with JC Broadway L.L.C. for a term not to exceed twelve (12) months.

Jose R. Cunha
Municipal Engineer

LICENSE AND ACCESS AGREEMENT

THIS LICENSE AND ACCESS AGREEMENT (the “**Agreement**”) is made as of _____, 2016 (the “**Effective Date**”) by and between the City of Jersey City, a municipal corporation of the State of New Jersey, having an address of 280 Grove St., Jersey City, NJ 07302 (hereinafter referred to as the “**City or Licensor**”) and JC Broadway, L.L.C., having an address of 400 Plaza Drive, Secaucus NJ 07096-1515 (hereinafter referred to as “**JCB**” or “**Licensee**”), each a “**Party**” and collectively referred to as the “**Parties.**”

WITNESSETH

WHEREAS, JCB owns property within the City located at 301 Broadway, Jersey City, New Jersey (“**the Property**”); and

WHEREAS, at the Property, a fence and planted vegetation inadvertently installed by JCB or its tenant encroaches upon the adjacent PJP Landfill site (the “**Site**”), property of the City located at 400 Sip Avenue, Routes 1& 9, a detailed description of which is attached hereto as **Exhibit A**; and

WHEREAS, JCB has an easement with the City, attached hereto as **Exhibit B**.

WHEREAS, the fence and vegetation on the Site were inadvertently located beyond the Easement Area; and

WHEREAS, JCB has agreed to relocate the fence and planted vegetation such that they will be within the Property or the Easement Area (the “**Permitted Relocation**”); and

WHEREAS, the Site is a location whereupon the City has undergone site remediation and capping, and is under current monitoring for soil contamination by the New Jersey Department of Environmental Protection (“**NJDEP**”), as further set forth in the Deed Notices and supporting documentation, incorporated herein by reference (the “**Deed Restricted Sites**”); and

WHEREAS, the City has retained a Licensed Site Remediation Professional (“**LSRP**”) and environmental consulting firm to help with the aforementioned oversight and monitoring (“**City Environmental Contractor**”); and

WHEREAS, JCB agrees to cooperate with the LSRP and City Environmental Consultant as needed to ensure the integrity of the Deed Restricted Sites; and

WHEREAS, the City desires to provide access to JCB to the Site for the use and purposes as further described in this Agreement.

NOW, THEREFORE BE IT RESOLVED, in consideration for the recitals and the mutual promises set forth in this Agreement, and other good and valuable consideration, the Parties agree as follows:

ARTICLE I

1.1 Term.

The term of this Agreement is for a period of twelve (12) months after the Effective Date.

1.2 Contact and Work Details.

JCB shall provide the City contact and all relevant information regarding all contractors or subcontractors to be accessing the Site. Relevant information to be provided includes, but is not limited to, the designated liaison(s) for the City, emergency contact information, type of work to be performed and timelines associated with work, for JCB and for all its subcontractors. Such information shall be provided at least one week prior to the start of work. Updates shall be provided as necessary, but at minimum on a monthly basis throughout the term of this Agreement.

1.3 The Site and Permitted Uses.

JCB may access the portion of the Site whereupon the fence and vegetation are located for the purposes of the Permitted Relocation. JCB will maintain ingress and egress to the Site.

1.4 No City Warranties

JCB acknowledges and agrees that, except as expressly set forth herein, the City makes no representations or warranties regarding the Site. The City expressly disclaims, and JCB expressly waives, all implied warranties, including without limitation, any warranty of suitability or fitness of the Site for any particular purpose or use.

1.5 Limitations and Prohibitions on Use.

JCB shall not permit or suffer any use of the Site, or any part thereof, other than the Permitted Uses. JCB shall not use or allow the Site to be used for an improper, immoral, or unlawful purpose, nor shall the JCB cause or permit to remain any nuisance in or about the Site in contravention of this Agreement.

ARTICLE II

2.1 Insurances, Indemnity and Assumptions of Liability.

The JCB shall provide the necessary insurances, indemnity and proofs thereof as described herein.

2.2 Insurance Certificates.

Prior to the commencement of work or any activities under this Agreement, JCB or its contractors shall provide copies of their insurance certificates and insurance binders to the City. Proof of insurance must include the following minimum amounts:

- a. Property Damage and Comprehensive General Liability in the minimum amount of \$1,000,000 per occurrence and \$2,000,000 in aggregate
- b. Workers Compensation in the statutory amount and Employer's Liability in the minimum amount of \$1,000,000
- c. Automobile Liability in the minimum amount of \$2,000,000 single limit for Bodily Injury and Property Damage Liability, including non-owned Automobile Liability Coverage
- d. Pollution Legal Liability in the amount of \$1,000,000 per occurrence
- e. Professional Liability Insurance: in the minimum amount of \$2,000,000.00. Professional Liability Insurance should be kept in force until at least one (1) year after completion of this Contract.

Except for workers' compensation and professional liability, JCB must include the City of Jersey City, as an additional insured on all certificates. Proof of insurance renewals, if applicable, must be provided to the City.

2.3 Indemnity.

To the extent directly caused by the negligent acts or omissions of JCB and not covered by the aforementioned insurance, JCB agrees to assume any and all risk of loss or damage of any kind whatsoever to property, including damage to infrastructure and environmental damages, or injury or death to persons, including wrongful death, arising out of the Permitted Relocation pursuant to this Agreement. JCB 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 damages, judgments, liens, attorney's fees and costs of suit, arising out of or resulting from the performance of this Agreement, construction, staging and/or any other

activities related thereto. If so directed, JCB shall, at no cost or expense to the City, defend the City against such claims. JCB's liability under this Agreement shall continue after the termination of it with respect to any liability, loss, expense or damage resulting from acts occurring during the term of this Agreement. The forgoing indemnity shall not be deemed to include consequential, punitive or exemplary damages.

2.4 Deed Restricted and Environmentally Remediated Areas.

- a. Coordination of the Parties and other relevant individuals, companies and/or government agencies, including the City, the LSRP, JCB, and the NJDEP may be required prior to access and activities on the Deed Restricted Sites. Activities may be restricted on the Deed Restricted Sites by the City.
- b. JCB agrees to protect any capping or other environmental remediation conducted on the Deed Restricted Site, provided that the City or the LSRP shall provide to JCB any such protection requirements prior to the commencement of the work under this Agreement.
- c. JCB agrees to comply with any local, state and federal notice requirements regarding access to the Deed Restricted Site. JCB agrees that it is responsible for the submission of any necessary notices to the City, NJDEP, EPA or any other regulatory or government agencies with jurisdiction over the Deed Restricted Site.
- d. Pursuant to this Article, JCB shall be liable for any damages and cost of environmental remediation required as a result of their use and access to City property.
- e. After the completion of all work under this Agreement, JCB must submit a completion report, prepared by the LSRP.

2.5 Cost Reimbursement.

JCB shall reimburse the City for any reasonable costs and expenses incurred by the City in the performance of this Agreement, including but not limited to, City inspector time, third-party engineering reports, costs of relocation of any tangible City property, etc. At minimum, JCB shall be responsible for the following costs:

- a. Reasonable cost of the City Environmental Contractor/LSRP, which shall be selected by the City, to perform review of JCB's plans and work areas, report to the City during the term of the contract and conduct a final completion report for the City.
- b. Cost of relocating any City tangible property.
- c. Any security, if necessary, for personnel, equipment and supplies or the equipment and supplies for employees, contractors or invitees on the Site.
- d. Any other reasonable costs and expenses incurred by the City in the performance of this Agreement.

2.6 Payments.

The City shall provide JCB invoice(s) from the LSRP, the City Environmental Contractor, or other necessary costs incurred, with any necessary back-up information, for reimbursement of costs incurred pursuant to this Agreement. JCB shall remit payment to the City within thirty (30) business days of receipt of the invoice(s). Late fees will be assessed and calculated at 2% per month on the balance of the unpaid invoice(s). In the case of any reasonable disputes regarding the invoices submitted, JCB shall remit payment on the undisputed portion within the payment deadline. With regard to the disputed portion, the parties agree to confer and resolve the balance of the invoice within two (2) weeks. Late penalty fees shall not be assessed on the disputed balance during this time. JCB will be responsible for all attorneys' fees and costs incurred should the City have to institute collection efforts.

2.7 Damage to Property.

Any damage to property owned by or under the jurisdiction of the City resulting from or in any way arising out of the access or use of the Site, will be repaired or replaced by JCB at its own cost and expense. If JCB fails to make such repairs or replacement within a reasonable time after being requested to do so, the City shall have the right to make such repairs and/or replacement and JCB agrees to reimburse the City for all costs and expenses thereof.

2.8 Notice of Injury or Damage.

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

ARTICLE IV

4.1 Revocation of License.

The permission hereby granted for use of the Site may be revoked at any time by the City, for violation of this Agreement or for other just cause, by the City's Business Administrator or the Public Safety Director, giving five (5) days written notice to JCB. Revocation shall not relieve JCB of any liabilities or obligations which stem from its use of the Site which occurred on or prior to the date of revocation.

4.2 Third-Party Beneficiaries.

Nothing herein contained shall be understood or construed to create or grant any third

party benefits, rights or property interest unless the person claiming such rights is identified herein and the rights claimed are expressly set forth herein.

4.3 Further Assurances.

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

4.4 Entire Agreement; Amendments.

The entire agreement between the City and JCB is contained herein and no modifications hereof shall be effective other than through written consent of both Parties.

4.5 Severability.

Should any term or provision of this Agreement, or any application thereof to any person or circumstance, be judicially determined to be invalid or unenforceable to any extent, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and the balance of the terms and provisions of this Agreement shall be valid and enforced to the fullest extent permitted by law. The Parties may renegotiate the terms affected by the severance.

4.6 Waiver of Liability.

The City shall not be responsible for any loss or theft sustained by the JCB during its use of the Site. City officials, officers, directors, employees or agents shall not be charged personally with any liability under any term or provision of this Agreement or because of its execution or attempted execution or because of any breach or alleged breach thereof.

4.7 Governing Law.

JCB' use of the Site shall be in accordance with all applicable federal, state, county, and City laws and regulations including but not limited to health ordinances and regulations of the City.

4.8 Equipment and Material Deemed Abandoned.

All equipment installed or used by JCB and/or its subcontractors in connection with the access and use of the Site that may be removed without damage to the Site shall be

deemed to be the property of the JCB and shall be removed by it at the termination of the Agreement, or not later than two (2) weeks thereafter. In the event that the same is not removed, and the City has not otherwise agreed to keep the property, the same shall be deemed abandoned and the City shall have the right to dispose of the same and charge the JCB for any cost of disposing thereof.

4.9 Notices.

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

City: Robert Kakoleski
Business Administrator
City Hall
280 Grove Street
Jersey City, N.J. 07302
Telephone No. (201) 547-5147

With a copy to:

Jeremy Farrell
Corporation Counsel
280 Grove St.
Jersey City, NJ 07302

Licensee: Allen Magrini
JC Broadway, L.L.C. c/o
Hartz Mountain Industries, Inc.
400 Plaza Drive
Secaucus NJ 07096-1515
Telephone No. (201) 348-1200 ext. 5303
Allen.Magrini@HartzMountain.com

4.10 Failure to Perform.

All of the above terms and conditions shall be binding on the City and JCB, including any and all subcontractors retained by JCB, in connection with the events and purpose for which this Agreement is entered. Any and all violations of the terms and conditions of the said Agreement shall be considered just cause for immediate termination and cancellation of the Agreement.

4.11 Binding Agreement.

This Agreement, when properly executed, shall be binding upon and inure to the benefit of the parties hereto, the tenants, contractors or agents of JCB, and their respective successors and assigns.

4.12 No Assignment.

JCB shall not assign this Agreement, or any part thereof, or occupy the property for any other reason or reasons than herein stipulated in this Agreement, under penalty of damages.

IN WITNESS WHEREOF, and in confirmation of their consent to the terms and conditions contained in this Agreement, and intending to be bound hereby, the Licensor and the Licensee have executed this Agreement as of the below referenced date.

AGREED and accepted to this _____ day of _____, 2016.

JC Broadway, L.L.C.
Licensee

By: _____

Attest: _____

CITY OF JERSEY CITY
Licensor

By: _____
Robert Kakoleski
Business Administrator

Attest: _____
Robert Byrne
City Clerk

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

City Clerk File No. Res. 16.228

Agenda No. 10.W

Approved: APR 13 2016

TITLE:



RESOLUTION AUTHORIZING THE CITY OF JERSEY CITY TO ENTER INTO A COST REIMBURSEMENT AGREEMENT WITH THE NORTH JERSEY TRANSPORTATION PLANNING AUTHORITY AND THE NEW JERSEY INSTITUTE OF TECHNOLOGY WHICH WILL ENABLE JERSEY CITY TO RECEIVE FUNDING FOR FUTURE TASK ORDERS

COUNCIL AS A WHOLE OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, each year, the North Jersey Transportation Planning Authority (NJTPA) develops a Unified Planning Work Program that includes the Subregional Transportation Planning (STP) Program; and

WHEREAS, the Jersey City Division of City Planning is the designated Subregional Transportation Planning agency for the City of Jersey City; and

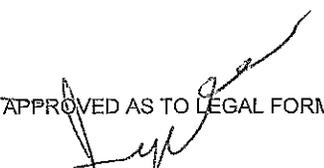
WHEREAS, the NJTPA has approved \$113,162.50 for implementation of Fiscal Year 2016 STP Program; and

WHEREAS, of the funding available as of July 1, 2015, the Federal Highway Authority (FHWA) and the Federal Transit Administration (FTA) contribute \$90,530.00 and the local match is \$22,632.50;

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

1. The City of Jersey City is hereby authorized to enter into a Basic Agreement with the North Jersey Transportation Planning Authority and New Jersey Institute of Technology; and
2. The Mayor and/or Business Administrator are authorized to accept this Basic Agreement and to take such other steps as may be necessary to effectuate the purpose of this resolution.

APPROVED: 

APPROVED AS TO LEGAL FORM


APPROVED: _____
Business Administrator

Corporation Counsel

Certification Required

Not Required

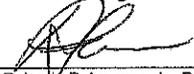
APPROVED 7-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 4.13.16											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA		ABSENT	
RAMCHAL		ABSENT		OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

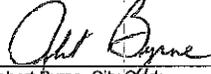
✓ Indicates Vote

N.V.-Not Voting (Abstain)

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



Roland R. Lavarro, Jr., President of Council



Robert Byrne, City Clerk

ORDINANCE/RESOLUTION FACT SHEET – NON-CONTRACTUAL

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

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING THE CITY OF JERSEY CITY TO ENTER INTO A COST REIMBURSEMENT AGREEMENT WITH THE NORTH JERSEY TRANSPORTATION PLANNING AUTHORITY AND THE NEW JERSEY INSTITUTE OF TECHNOLOGY WHICH WILL ENABLE JERSEY CITY TO RECEIVE FUNDING FOR FUTURE TASK ORDERS

Initiator

Department/Division	HEDC/City Planning	
Name/Title	R. Cotter, PP, FAICP, Director	Naomi Hsu, PP, AICP, Senior Planner
Phone/email	201-457-5050; bobbyc@icnj.org	201-547-5021; hsun@icnj.org

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

Resolution Purpose

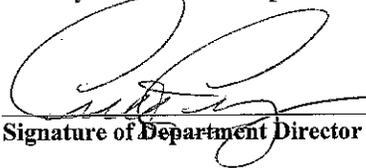
The purpose of this resolution is to accept a grant from the North Jersey Transportation Planning Authority (NJTPA) FY 2016 Subregional Transportation Planning (STP) program to fund transportation planning efforts at the local level that support the NJTPA's long-range plan, which guides transportation investment in the region. Other planning activities that support the goals of the NJTPA are eligible under the STP program, including resiliency planning.

The STP program grant primarily funds the City's position of transportation planner, whose responsibilities include the planning efforts for the City's and region's multi-modal transportation network, assists with the management of long-range planning studies, and works closely with staff at the NJTPA and other agencies, as needed, in a manner that is consistent with the Circulation Element of the City's Master Plan and that advances transportation improvements citywide. Other activities include resiliency planning and master planning. The grant also funds the work of other staff in the Division of City Planning who assist with the implementation of planning activities included in Jersey City's STP program.

The total amount of the FY 2016 STP program grant award is \$113,162.50, inclusive of a required 20% local match. The local match is \$22,632.50.

I certify that all the facts presented herein are accurate.

R. Cotter 3/28/16


Signature of Department Director

3/29/16
Date

**Department of Housing, Economic Development & Commerce
Division of City Planning**



Inter-Office Memorandum

DATE: March 28, 2016
TO: Joanne Monahan, Department of Law
FROM: Naomi Hsu, AICP, PP, Senior Planner - Transportation, DCP *NH*
SUBJECT: Resolution to Accept NJTPA Grant Funding

A resolution with the following title has been submitted for consideration by the City Council at the April 13, 2016 meeting:

RESOLUTION AUTHORIZING THE CITY OF JERSEY CITY TO ENTER INTO A COST REIMBURSEMENT AGREEMENT WITH THE NORTH JERSEY TRANSPORTATION PLANNING AUTHORITY AND THE NEW JERSEY INSTITUTE OF TECHNOLOGY WHICH WILL ENABLE JERSEY CITY TO RECEIVE FUNDING FOR FUTURE TASK ORDERS

The purpose of this resolution is to accept grant funding from the North Jersey Transportation Planning Authority (NJTPA). The NJTPA has awarded the City a grant from its FY 2016 Subregional Transportation Planning (STP) program in the amount of \$113,162.50, inclusive of the 20% local match requirement. The NJTPA awards the City this grant annually, and the grant monies primarily fund the position of Transportation Planner in the Division of City Planning. The grant also funds the work of other staff in the Division of City Planning who assist with the implementation of planning activities included in Jersey City's STP program.

The transportation planner participates in the planning efforts for the City's and region's multi-modal transportation network in a manner that is consistent with the NJTPA's long-range plan and the Circulation Element of the City's Master Plan. Duties include:

- staff-level coordination with NJTPA central staff
- participation on various NJTPA initiatives
- provide updates to Jersey City's NJTPA Board Trustee/Alternate
- project management of long-range transportation planning studies
- work with City Planning staff, transit agency staff, and others to support connection between land use and transportation

Other planning activities that support the goals of the NJTPA are eligible under the STP program, including resiliency planning.

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

City Clerk File No. Res. 16.229

Agenda No. 10.X

Approved: APR 13 2016

TITLE:



RESOLUTION AUTHORIZING THE SUBMISSION OF A GRANT APPLICATION AND THE EXECUTION OF A GRANT CONTRACT WITH THE NEW JERSEY DEPARTMENT OF ENVIRONMENTAL PROTECTION FOR THE 2016 JERSEY CITY TREE PLANTING INITIATIVE FOR THE CITY OF JERSEY CITY

COUNCIL AS A WHOLE OFFERED AND MOVED ADOPTION THE FOLLOWING RESOLUTION:

WHEREAS, the State of New Jersey Department of Environmental Protection ("NJDEP") has announced it is now accepting grant applications for the 2016 Tree Planting Initiative on or before April 12, 2016; and

WHEREAS, the City of Jersey City ("City"), Department of Public Works, Division of Park Maintenance has identified a project to complete a citywide tree planting initiative; and

WHEREAS, the City is requesting funding from the NJDEP 2016 for the primary purpose to plant more trees in Jersey City; and

WHEREAS, Pursuant to the New Jersey Shade Tree and Community Forestry Assistance Act, N.J.S.A. 13:1L-17.4(c), one purpose of the New Jersey State Forest Service (SFS) Community Forestry program is to provide grants to local governments and shade tree commissions to assist in the implementation of an approved comprehensive Community Forestry Management Plan (CFMP) to the extent monies are appropriated or otherwise made available. The Community Stewardship Incentive Program (CSIP) grant was established to provide this financial assistance; and

WHEREAS, the City agrees to assume a commitment for maintenance and replacement of the such trees;

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City that it approves the grant application for the above stated project; and

BE IT FURTHER RESOLVED, that the Mayor and Clerk of the City of Jersey City, County of Hudson, State of New Jersey are hereby authorized to submit an grant application to the New Jersey Department of Environmental Protection on behalf of the City of Jersey City; and

BE IT FURTHER RESOLVED, that the Mayor and Clerk of the City of Jersey City, County of Hudson, State of New Jersey are hereby authorized to sign the grant agreement on behalf of the City of Jersey City and that their signatures constitute acceptance of the terms and conditions of the grant agreement and approves the establishment of an account for the grant.

Certified as a true copy of the Resolution adopted by Council,
On this day of , 2016

City Clerk

City Clerk File No. Res. 16.229
Agenda No. 10.X APR 13 2016

TITLE:

RESOLUTION AUTHORIZING THE SUBMISSION OF A GRANT APPLICATION AND THE EXECUTION OF A GRANT CONTRACT WITH THE NEW JERSEY DEPARTMENT OF ENVIRONMENTAL PROTECTION FOR THE 2016 JERSEY CITY TREE PLANTING INITIATIVE FOR THE CITY OF JERSEY CITY

My signature and the Clerk's seal serve to acknowledge the above resolution and constitute acceptance of the terms and conditions of the grant agreement and approve the execution of the grant agreement as authorized by the resolution above.

ATTEST and AFFIX SEAL

City Clerk
Robert Byrne

Steven M. Fulop, Mayor

APPROVED: *Julius Bayona for 4/11/16*

APPROVED AS TO LEGAL FORM

APPROVED: Mark Redfield, DIRECTOR OF JC DPW
Business Administrator

Corporation Counsel

Certification Required

Not Required

APPROVED 7-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 4.13.16											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	ABSENT		
RAMCHAL	ABSENT			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 SUBMISSION OF A GRANT APPLICATION AND THE EXECUTION OF A GRANT CONTRACT WITH THE NEW JERSEY DEPARTMENT OF ENVIRONMENTAL PROTECTION FOR THE 2016 JERSEY CITY TREE PLANTING INITIATIVE FOR THE CITY OF JERSEY CITY.

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.)

Contract Purpose

- ❖ The State of New Jersey Department of Environmental Protection ("NJDEP") has announced it is now accepting grant applications for the 2016 Tree Planting Initiative.
- ❖ The City of Jersey City ("City"), Department of Public Works, Division of Park Maintenance has identified a project to complete a citywide tree planting initiative.
- ❖ The City is requesting funding from the NJDEP 2016 for the primary purpose to plant more trees in Jersey City.
- ❖ Approximately \$300,000.00

Cost (Identify all sources and amounts)

Contract term (include all proposed renewals)

[Empty box for Cost]

[Empty box for Contract term]

Type of award **Grants Resolution**

If "Other Exception", enter type [Empty box]

Additional Information

[Empty box for Additional Information]

I certify that all the facts presented herein are accurate.

Salvadoro DeLeon
Signature of Department Director 4/1/16
Date

Signature of Purchasing Director

Date

GRANT AGREEMENT
BETWEEN

City of Jersey City

AND
THE STATE OF NEW JERSEY
BY AND FOR
THE DEPARTMENT OF ENVIRONMENTAL PROTECTION

GRANT IDENTIFIER:

GOVERNING BODY RESOLUTION

The governing body of the City of Jersey City desires to further the public interest by obtaining a grant from the State of New Jersey in the amount of approximately \$300,000 to fund the following project:

Jersey City Tree Planting Initiative

Therefore, the governing body resolves that Robert J. Kakoleski or the successor to the office of Business Administrator is authorized (a) to make application for such a grant, (b) if awarded, to execute a grant agreement with the State for a grant in an amount not less than \$300,000 and not more than \$300,000 and (c) to execute any amendments thereto which do not increase the Grantee's obligations.

The Grantee agrees to comply with all applicable federal, State, and municipal laws, rules, and regulations in its performance pursuant to the agreement.

Introduced and passed _____

Ayes: _____

Noes: _____ Absent: _____

Seal

Community Forestry Program

Community Stewardship Incentive Program (CSIP) Grant Request for Proposals

Announcement Date: February 12, 2016
Due Date: April 12, 2016



State of New Jersey
Department of Environmental Protection
State Forest Service

NJ State Forest Service | Mail Code 501-04, PO Box 420, Trenton, NJ 08625 | 609.292.2532 | www.communityforestry.nj.gov

I. Purpose

Pursuant to the New Jersey Shade Tree and Community Forestry Assistance Act, N.J.S.A. 13:1L-17.4(c), one purpose of the New Jersey State Forest Service (SFS) Community Forestry program is to provide grants to local governments and shade tree commissions to assist in the implementation of an approved comprehensive community forestry management plan (CFMP) to the extent monies are appropriated or otherwise made available. The Community Stewardship Incentive Program (CSIP) grant was established to provide this financial assistance.

CSIP grants are awarded on a competitive basis to encourage projects that strongly link the use of CSIP practices to achieve community forestry management goals defined in the CFMP. There are fifteen (15) CSIP practices identified in the CFMP guidelines.

(www.communityforestry.nj.gov):

- Training
- Community Forestry Ordinance Establishment
- Public Education & Awareness
- Arbor Day
- Tree Inventory
- Hazard Tree Assessment
- Storm Damage Assessment
- Tree Maintenance and Removals
- Insect and Disease Management
- Wildfire Protection
- Tree Planting
- Tree Recycling
- Sidewalk Maintenance Program
- Storm Water Management
- Other practices that may not fit easily into one of these categories, but can be justified as valid community forestry practice.

II. Source of Funding & Statutory Citations

Grant funding comes from the New Jersey Shade Tree and Community Forest Preservation License Plate Fund (N.J.S.A. 39:3-27.81), the No Net Loss Compensatory Reforestation program (N.J.S.A. 13:1L-14.2(c), and Green Acres (N.J.A.C. 7:36-26.5).

III. Eligibility (Applicants & Projects)

Only municipal and county governments and their shade tree commissions, tree committees, tree boards, or tree councils are eligible to apply for a CSIP grant.

Only projects carried out on public property owned or maintained by a municipal or county government are eligible for CSIP grant funding.

Applicants must have “Approved Status” in accordance with the Community Forestry program guidelines (www.communityforestry.nj.gov). “Approved Status” means that the applicant has:

- A current, approved community forestry management plan (CFMP).
- Two (2) CORE trained representatives - one (1) municipal employee and one (1) volunteer.
- Satisfied the annual Continuing Education Unit (CEU) requirement - a total of eight (8) CEUs between at least two (2) individuals each calendar year. This requirement does not apply to applicants who are in the initial year of CFMP implementation.
- Submitted an Annual Accomplishment Report by February 15 for the previous calendar year.

Applicants cannot have an open CSIP grant from the SFS Community Forestry program.

Applicants cannot have an open No Net Loss (NNL) grant from the SFS Community Forestry program.

Only projects that link to one of the three (3) grant categories detailed below in this Request for Proposals (RFP) and that specifically refer to CSIP practices addressed in the applicant’s current, approved CFMP are eligible for funding consideration.

IV. Grant Categories & Funding Allocations

Three (3) grant categories are prioritized for over \$2.3 million in 2016 CSIP funding :

1. Resiliency Planning

Five (5) grants up to \$10,000 may be awarded for resiliency planning. These projects can entail, but are not limited to:

- Community tree inventory
- Risk tree assessments
- Storm assessments
- Insect and disease management projects such as emerald ash borer¹ survey, risk assessment and mitigation planning, or
- Any combination of these activities

The intent of these grants is for communities to understand their urban and community forest composition and structure, and to amend existing management plans based on that knowledge to better inform management decisions.

¹ Emerald Ash Borer Sample Management Plan and Community Resources
<http://www.nj.gov/agriculture/divisions/pi/prog/eabcommunities.html>

2. Hazard Mitigation

Seven (7) grants up to \$25,000 may be awarded to manage any tree risk that has already been identified as part of a community tree inventory, risk assessment, storm assessment, ash survey, or any other formal evaluation of the tree resource that can be used to justify the mitigation activity.

3. Reforestation & Tree Planting

There are three (3) tiers of funding to support reforestation and tree planting on public property. Tier 1 will support small scale reforestation and tree planting projects. Tier 2 and tier 3 will support large scale reforestation and tree planting projects. All projects may use a portion of the grant funds to support the development of a tree planting and maintenance plan in accordance with the CSIP Grant Tree Planting and Maintenance Plan guidelines (www.communityforestry.nj.gov).

- **Tier 1.** Twenty-one (21) grants up to \$30,000 may be awarded for the development of a comprehensive tree planting and maintenance plan in conjunction with tree planting and maintenance work. Up to seven percent (7%) of the total grant amount may be used for professional services including the design of the reforestation and tree planting and maintenance plan and supervision of the tree planting contract and work. These grants can support the planting of fifty (50) to one-hundred (100) 2"-2.5" caliper balled and burlapped (B&B) trees, for example.
- **Tier 2.** Three (3) grants up to \$150,000 may be awarded for the development of a comprehensive tree planting and maintenance plan in conjunction with tree planting and maintenance work. Up to seven percent (7%) of the total grant amount may be used for professional services including the design of the reforestation and tree planting and maintenance plan and supervision of the tree planting contract and work. These grants can support the planting of three-hundred (300) to five-hundred (500) 2"-2.5" caliper balled and burlapped (B&B) trees, for example.
- **Tier 3.** Three (3) grants up to \$300,000 may be awarded for the development of a comprehensive tree planting and maintenance plan in conjunction with the tree planting and maintenance work. Up to seven percent (7%) of the total grant amount may be used for professional services including the design of the reforestation and tree planting and maintenance plan and supervision of the tree planting contract and work. These grants can support the planting of six-hundred (600) to one thousand (1,000) 2"-2.5" caliper balled and burlapped (B&B) trees, for example.

Tree quantities above refer to 2"-2.5" caliper balled and burlapped (B&B) trees as a reference. Applicants are free to develop reforestation and tree planting projects with tree material (container trees, saplings, seedlings) and reforestation activities that ensure the growth and establishment of trees that best suit the needs of their communities and their reforestation and tree planting goals.

All tree planting and maintenance plans are subject to SFS approval (see Section VIII (2) below for details).

Proposals will be fully funded to the extent possible. SFS reserves the right to reallocate the number and amount of grant awards based on the quantity and/or quality of proposals received.

V. Grant Requirements

All CSIP grant recipients must comply with the general terms and conditions as defined in the grant agreement including, but not limited to:

- Grantees agree to comply with all applicable federal, state, and municipal laws, rules, regulations and written policies.
- All projects must be completed within the defined work period. If a project will not be completed during the work period the grantee may request an extension consistent with procedures defined in the grant agreement.
 - The work period defined for each grant category is as follows:
 - Resiliency Planning, two (2) years from the effective date of the grant agreement
 - Hazard Mitigation, two (2) years from the effective date of the grant agreement
 - Tree planting
 - \$30,000 grant, three (3) years from the effective date of the grant agreement
 - \$150,000 grant, four (4) years from the effective date of the grant agreement
 - \$300,000 grant, four (4) years from the effective date of the grant agreement
- Applicants are reimbursed for expenses incurred.
- The salaries or wages of an employee of the grantee are not eligible for reimbursement from grant funding, even though the employee may be engaged in work that is necessary for grant preparation or for the oversight or conduct of grant implementation (that work may count as grantee leverage defined below in this RFP). Only the cost of services provided by the vendor or contractor that the grantee hires to carry out the work plan may be reimbursed. This includes the cost of the services of both the contractor's forestry professional and any contractor support staff aiding the professional in the conduct of the work. The contractor's forestry professional should be a NJ Certified Tree Expert, an ISA Certified Arborist, a NJ Approved Forester, or other

professional who abides by the current arboricultural industry standards and community forestry best management practices:

- Payment will be made upon submission of a properly executed State invoice form and all invoices, bills and other documents necessary to justify the payment.
- Funding cannot be used to reimburse for expenses incurred outside of the work period defined in the grant agreement.
- Tree planting grants will only support the planting of trees. No reimbursement will be made for the planting of shrubs or herbaceous plants.
- All invoices must be paid in full to be considered for reimbursement; advanced payments will not be made.
- Grantees will use their own procurement procedures that reflect applicable state and local laws and regulations, and applicable state requirements shall be incorporated into any subcontracts under the agreement.
- All grantees must maintain records that adequately identify the source and application of funds provided for projects. Accounting records must be supported by such source documentation as cancelled checks, paid bills, payrolls, time and attendance records, contract and sub-grant award documents, etc.
- All grantees are required to comply with all financial and performance reporting requirements including interim and final financial and performance reports.
- All grantees are required to maintain "Approved Status" in accordance with the Community Forestry program guidelines (www.communityforestry.nj.gov) throughout the entire grant work period. "Approved Status" means that the applicant has:
 - A current, approved community forestry management plan (CFMP).
 - Two (2) CORE trained representatives - one (1) municipal employee and one (1) volunteer.
 - Satisfied the annual Continuing Education Unit (CEU) requirement - a total of eight (8) CEUs between at least two (2) individuals each calendar year. This requirement does not apply to applicants who are in the initial year of CFMP implementation.
 - Submitted an Annual Accomplishment Report by February 15 for the previous calendar year.
- All reforestation and tree planting grantees must submit a tree planting and maintenance plan to SFS for approval within six (6) months of the effective date of the grant agreement.

- All reforestation and tree planting grantees must conduct the work (reforestation, planting and maintenance) according to the specifications detailed in the approved plans. A minimum of three (3) inspections may be conducted by SFS to ensure compliance and tree establishment.
- All reforestation and tree planting grantees must comply with CSIP Tree Planting and Maintenance Plan guidelines (www.communityforestry.nj.gov).
- All trees planted under this grant must be guaranteed for a two (2) year establishment period. The release of the final payment of the grant will be contingent upon attaining 100% establishment.

VI. Proposal Requirements

- The CSIP Grant Proposal Application must be filled out in its entirety.
- Only one proposal may be submitted by a local government unit. That proposal may only address one grant category defined in this RFP.
- The grant request cannot exceed the funding allocations described in this RFP.
- All proposals must be accompanied by a Governing Body Resolution. The Governing Body Resolution provided with the grant proposal application form must be used and completed in its entirety. Three (3) signed and sealed original resolutions must be submitted with the grant application.
- All proposals must be accompanied by resumes and consultant qualifications as defined in Section VIII and IX of this RFP.
- All proposals must be accompanied by letters of support as defined in Section VIII and IX of this RFP.
- All proposals must identify a project manager that will have primary responsibility for coordinating project work, communicating with SFS, and reporting on implementation and performance.
- Matching funds are not required. However, leverage of CSIP funds brought to the project by the Grantee through in-kind volunteer contributions and cash from local, state, federal or other entities will be a criteria for scoring and selecting proposals for funding.

VII. Reporting and Accountability

Funded projects must comply with accounting, progress, and accomplishment reporting requirements defined in the grant agreement. At a minimum, all grants will require:

- Interim reports due annually beginning one (1) year after the effective date of the agreement until the end of the work period.
- A final report at the end of the work period.

VIII. Criteria for CSIP Grant Proposal Selection

A Project Overview is required as part of a complete grant proposal application, but will not be scored and used as part of the selection criteria.

1. Community Forestry Management Plan (CFMP) Implementation (35 points)

Analysis will focus on the degree to which the project's work in the chosen grant category directly supports the goals and objectives in the current, approved CFMP and addresses one or more of the CSIP practices identified in the CFMP. There should be a direct link between the project, CFMP goals, objectives, statement of plan implementation, and CSIP practices.

- Demonstrate a focus on a specific goal or goals in the CFMP that will be addressed and how the proposed project will bring the community toward realizing that goal.
- Identify the objective(s) from the plan that will be carried out through the proposed project and how the proposed project is a step taken toward achieving the identified goal(s).
- Address how the proposed project coincides with the CFMP's Statement of Plan Implementation. Explain how the proposed project is a priority action item as identified in the plan.
- Clearly articulate the CSIP practices that the proposed project will address and how they relate to the goal(s), objective(s), and implementation plan addressed through this project.
- Describe how the proposed project benefits the community. Indicate whether the local government is a New Jersey Redevelopment Authority (NJRA) eligible municipality.

2. Workplan (25 points)

For the relevant grant category, proposed projects should be presented with a clear and articulate plan for what the work is and how the work will be carried out as described below.

- **Resiliency Planning**
 - Describe the project location and existing conditions of the urban and community forest. If the forest condition is unknown, state that and describe the need to carry out this work and to acquire this information. Describe how this information will be

applied to the CFMP and to urban and community forest management. If the forest condition is known, describe the need to carry out this work and to acquire new information. In both cases, describe how this information will be applied to the CFMP and to urban and community forest management.

- Explain the methods to be employed (eg. inventory – sample, complete, partial; windshield survey; tree risk assessment to update current inventory, etc.; rapid count and measurement of ash trees)
 - Identify the staff, contractors, consultants or contracted nongovernmental organization or partners who will be responsible for the project implementation. Clearly identify the roles and responsibilities of each of the project partners.
 - Include letters of support from project partners clearly identifying their role in the project.
 - Provide resumes and consultant qualifications for all parties involved in implementing the grant.
 - Provide a project timeline either narratively or via a diagram that clearly illustrates when project tasks and milestones are going to be carried out within the defined work period for this grant category: two (2) years from the effective date of the grant agreement.
 - Significant project milestones must be indicated. Milestones can include, but may not be limited to: issuing an RFP for work, awarding a contract, start/end of work, and submitting required grant reports (see Section VII).
- **Hazard Mitigation**
 - Describe the project location and existing conditions of the urban and community forest. Explain how the need for hazard mitigation is identified (existing inventory, risk tree assessment, ash survey, etc.)
 - Explain the methods to be employed (tree removal, pruning, plan development, or a combination thereof)
 - Identify the staff, contractors, consultants or contracted nongovernmental organization or partners who will be responsible for the project implementation. Clearly identify the roles and responsibilities of each of the project partners.
 - Include letters of support from project partners clearly identifying their role in the project.
 - Provide resumes and consultant qualifications for all parties involved in implementing the grant.
 - Provide a project timeline either narratively or via a diagram that clearly illustrates when project tasks and milestones are going to be carried out within the defined work period for this grant category: two (2) years from the effective date of the grant agreement.
 - Significant project milestones must be indicated. Milestones can include, but may not be limited to: issuing an RFP for work, awarding a contract, start/end of work, and required grant report submission deadlines (see Section VII).

- **Reforestation & Tree Planting**

- This workplan should be developed in consultation with the CSIP Tree Planting Plan and Maintenance Guidelines (www.communityforestry.nj.gov). All plans must be approved by SFS prior to commencement of work.
- Describe the project location and existing conditions of the urban and community forest. Explain how the need for tree planting has been identified (e.g. a community tree inventory identifies tree planting opportunities; a new park is being developed; open space has been acquired).
- State whether the local government is a No Net Loss impacted community (see Section IX below).
- Explain the methods to be employed (e.g. contract plantings, street trees, parks, protected area reforestation).
- Identify the staff, contractors, consultants or contracted nongovernmental organization or partners who will be responsible for the project implementation. Clearly identify the roles and responsibilities of each of the project partners.
- Include letters of support from project partners clearly identifying their role in the project.
- Provide resumes and consultant qualifications for all parties involved in implementing the grant.
- Provide a project timeline either narratively or via a diagram that clearly illustrates when project tasks and milestones are going to be carried out within the defined work period for this grant category: Tier 1, three (3) years from the effective date of the grant agreement; Tier 2 and Tier 3, four (4) years from the effective date of the grant agreement.
 - The project timeline should be developed in consultation with the CSIP Tree Planting and Maintenance Plan Guidelines (www.communityforestry.nj.gov) for establishing milestones for plan submission and approval as well as inspections.
 - Significant project milestones must be indicated. Milestones can include, but may not be limited to: issuing an RFP for work, awarding a contract, start/end of work, submission of tree planting and maintenance plan for approval by SFS (within 6mos from the effective date of the grant), initial tree planting inspection by SFS (refer to the tree planting and maintenance plan guidelines for the inspection procedures), Year-1 tree planting inspection by SFS; final tree planting inspection, and required grant report submission deadlines (see Section VII).

3. Community Capacity (20 points)

Describe the local government's unique strengths and past demonstrated commitment to managing the community forest resource. Evidence of sustained participation in Tree City USA, successful completion of grant funded tree planting programs and studies, certification in the Sustainable Jersey program, evidence of long term partnerships with tree focused groups

including statewide or regional nonprofits, universities or state associations and an active and engaged shade tree commission or committee should be clearly described.

Provide supporting documentation of Tree City USA certification and/or Sustainable Jersey certification.

4. Monitoring and Evaluation (10 points)

Demonstrate how the project links to and promotes progress on specific objectives included in the CFMP in relation to specific CSIP practices. Identify specific, significant, and measurable on-the-ground outcomes. Describe the project's monitoring and evaluation plan. Specific monitoring and evaluation submission elements include:

- Goals and objectives consistent with the CFMP
- Specific CSIP practices
- Measurable outcomes
- An explanation of the monitoring and evaluation plan

5. Budget and Project Leverage (10 points)

Complete the budget table in the grant proposal application.

- Grant /CSIP Request - only provide the amount requested through the CSIP grant. Note that grantee employee salary and wages are not eligible for CSIP funding.
- Leverage – a cash or in-kind match is not required for this round of CSIP grants. However, projects should seek to maximize CSIP funding by using it to leverage contributions from other entities. Other funding sources may be federal, state, the local government itself, private foundations or non-profits, volunteers, or other. Enter the value contributed by each source in the appropriate budget column.

Municipal cash and volunteer in-kind contributions are encouraged. The current independent sector rate may be applied to volunteer hours including shade tree commission or committee members contributing to the implementation of the project or management of the grant. It is important to account for all volunteer time contributed to the execution of the project. The salary rate for all municipal employee work implementing the project and managing the grant can be applied as cash leverage by the local government. Documentation for all volunteer and employees hours will be required with all financial reporting.

- Total Project Cost – values should be the sum of CSIP requested funds plus each leverage value stated for each line item (Total Project Cost = CSIP Request + Leverage).

- **Total** – total values should be the sum of all the values in each column for each funding source. The sum of the Total Project Cost column should reflect the total amount budgeted for the entire project.

Describe the project budget and leverage.

- Describe how the grant funds will be spent.
- Explain how the project will maximize return on investment and leverage resources to carry out holistic, sustainable and effective community forestry projects.
- Describe how the project will improve the delivery of public benefits through community forestry by coordinating with state, federal, community programs, and volunteers when possible.

IX. Project Submission and Selection

All the information required for submitting proposals for the 2016 CSIP grant is available in the documents on the State Forest Service website at www.communityforestry.nj.gov.

All proposals are due by 5:00pm, Friday, April 15, 2015.

Applicants must complete the fillable PDF grant proposal application form in its entirety.

Proposals can be submitted electronically to carrie.sargeant@dep.nj.gov, or via traditional post to:

NJ DEP State Forest Service
 Community Forestry Program – 2016 CSIP Grant
 Mail Code 501-04
 PO Box 420
 Trenton, NJ 08625-0420

All submissions must include the complete grant proposal application form and all supporting documentation. This includes:

- **Grant Proposal Application Form** – available at www.communityforestry.nj.gov
- **Governing Body Resolution** - three (3) signed and sealed originals of the governing body resolution must be submitted with the proposal. If submitting the grant proposal application electronically, the three (3) signed and sealed originals must be mailed through the traditional post to the address above in addition to the copies provided electronically with the full grant proposal application. A template for the governing body resolution is provided with the grant proposal application.

- **Resumes and consultant qualifications** – Provide resumes and documentation of qualification (e.g. copy of NJ Certified Tree Expert or ISA Certified Arborist credential) for all parties involved in implementing the grant.
- **Letters of Support** - Include letters of support from project partners clearly identifying their role in the project.
- **Proof of Certification** - Tree City USA, Sustainable Jersey

Larger electronic submissions may be attached as .zip files or sent in multiple emails.

SFS staff will review, evaluate, and prioritize project proposals. A preliminary review will reject any ineligible or incomplete applications. This includes applications for communities that do not have “Approved Status” according to the community forestry program guidelines (see Section III of this RFP). Eligible and complete applications will be ranked and scored according to the criteria defined in this RFP.

Priority for reforestation and tree planting grants will be given to local governments that were directly impacted by a No Net Loss (NNL) reforestation project, and do not currently have an open NNL grant. This means that a State project subject to NNL requirements took place within the local government boundaries, and that the deforesting entity paid monetary compensation in-lieu of conducting reforestation. Local governments must have “Approved Status” as defined in the community forestry guidelines (see Section III of this RFP). If a NNL impacted community does not currently have “Approved Status,” it may work to achieve “Approved Status” and apply for a CSIP tree planting grant in another round.

- **2016 NNL impacted communities include: Somers Point**

For more information contact:

Carrie Sargeant

Urban & Community Forestry Coordinator

carrie.sargeant@dep.nj.gov

609.633.2320

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

City Clerk File No. Res. 16.230

Agenda No. 10.Y

Approved: APR 13 2016

TITLE:



RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY AUTHORIZING THE SUBMISSION OF AN APPLICATION FOR THE JERSEY CITY SUMMER FOOD PROGRAM GRANT FOR CALENDAR YEAR 2016

COUNCIL AS A WHOLE OFFERED AND MOVED ADOPTION THE FOLLOWING RESOLUTION:

WHEREAS, the State of New Jersey Department of Agriculture announced that they are accepting grant applications for the 2016 Summer Food Service Program (the "2016 Program") that must be submitted before April 16, 2016.

WHEREAS, the City of Jersey City, Department of Recreation (the "City") has prepared an application for the 2016 Program to provide breakfast and lunch to families in Jersey City; and

WHEREAS, the 2016 Program is expected to run from June 27, 2016 through August 12, 2016 and is expected to serve approximately 2,642 children per day; and

WHEREAS, the City is requesting funding from the New Jersey Department of Agriculture to underwrite the proposed summer meal program; and

WHEREAS, the City must execute various documents in order to submit the application, including the Summer Food Service Program, Fiscal Year 2016 Reimbursement Agreement, attached hereto as Exhibit A; and

WHEREAS, the City has reviewed such documents and wishes to participate in the 2016 Program through submission of all the required documents.

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

TITLE:

RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY AUTHORIZING THE SUBMISSION OF AN APPLICATION FOR THE JERSEY CITY SUMMER FOOD PROGRAM GRANT FOR CALENDAR YEAR 2016

1. The City of Jersey City, County of Hudson is hereby authorized to submit a grant application to the New Jersey Department of Agriculture Summer Food Service Program for calendar year 2016; and
2. The City accepts the Reimbursement Agreement in substantially the form attached hereto and agrees to comply with its terms and conditions; and
3. Subject to any modifications which may be deemed necessary or appropriate by Corporation Counsel, the Mayor and/or Business Administrator is authorized to execute the Reimbursement Agreement and any other documents necessary to effectuate the purpose of this resolution.

BD 3.08.16

APPROVED: _____

APPROVED: _____

Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel

Certification Required

Not Required

APPROVED 7-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE								4.13.16			
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA		ABSENT	
RAMCHAL		ABSENT		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 SUBMISSION OF THE NJ DEPARTMENT OF AGRICULTURE APPLICATION FOR THE 2016 SUMMER FOOD SERVICE PROGRAM GRANT

Initiator

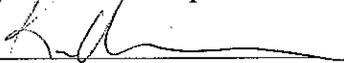
Department/Division	Department of Recreation	
Name/Title	Kevin Williamson	Director
Phone/email	(201) 547-4537	kwilliamson@jcnj.org

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

Resolution Purpose

To submit the NJ Department of Agriculture 2016 Summer Food Service Program Grant Application for 2016 allowing breakfast and lunch meal to be served to low income children in Jersey City at different camps, daycares, recreation sites and faith-based organizations from June 27 – August 19, 2016

I certify that all the facts presented herein are accurate.


Signature of Department Director

3/23/16
Date

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

City Clerk File No. Res. 16.231

Agenda No. 10.Z

Approved: APR 13 2016

TITLE:



RESOLUTION AUTHORIZING THE JERSEY CITY OFFICE OF EMERGENCY MANAGEMENT & HOMELAND SECURITY TO ACCEPT A GRANT FROM THE UNITED STATES DEPARTMENT OF HOMELAND SECURITY (DHS) AND THE NEW JERSEY OFFICE OF HOMELAND SECURITY & PREPAREDNESS (OHSP) THRU THE URBAN AREA SECURITY INITIATIVE (UASI) GRANT PROGRAM TO SUPPORT THE PURCHASE OF EQUIPMENT FOR THE UNITED RESCUE/JERSEY CITY VOLUNTEER EMS PROGRAM

COUNCIL offered and moved adoption of the following resolution:

WHEREAS, the United States Department of Homeland Security (USDHS) and the New Jersey Office of Homeland Security and Preparedness (OHSP) has provided to the Jersey City Office and Emergency Management & Homeland Security a grant in the amount of \$200,000.00 thru the FFY14 Urban Area Security Initiative (UASI) grant program; and

WHEREAS, this funding will support the United Rescue Jersey City Volunteer EMS responder program by procuring associated EMS equipment; and

WHEREAS, the Jersey City Office of Emergency Management & Homeland Security desires to accept the funding to enhance the city's and UASI region's ability to build, maintain and sustain national preparedness capabilities; and

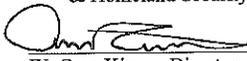
NOW, THEREFORE BE IT RESOLVED the City of Jersey City herewith accepts the award of \$200,000.00 thru the Department of Homeland Security Urban Area Security Initiative (UASI)/State Share FFY14 grant program; and

BE IT FURTHER RESOLVED that the sum of \$200,000.00 is hereby appropriated under the caption FFY14 UASI / State Share Department of Homeland Security Grant; and

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

1 Steven M. Fulop, Mayor of the City of Jersey City and/or Robert J. Kakoleski Business Administrator of The City of Jersey City are hereby authorized to execute a contract and/or grant agreement with the Department of Homeland Security and the New Jersey Office of Homeland Security And Preparedness; and

2 The Office of Emergency Management & Homeland Security and Budget is authorized to establish an account in the amount of \$200,000.00 for the Jersey City Office of Emergency Management & Homeland Security


 W. Greg Kierce, Director
 Office of Emergency Management & Homeland Security

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: _____
 Business Administrator

Corporation Counsel

Certification Required

Not Required

APPROVED 7-0

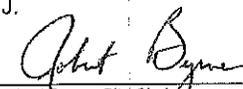
RECORD OF COUNCIL VOTE ON FINAL PASSAGE 4.13.16											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA		ABSENT	
RAMCHAL		ABSENT		OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ 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 JERSEY CITY OFFICE OF EMERGENCY MANAGEMENT & HOMELAND SECURITY TO ACCEPT A GRANT FROM THE UNITED STATES DEPARTMENT OF HOMELAND SECURITY (DHS) AND THE NEW JERSEY OFFICE OF HOMELAND SECURITY & PREPAREDNESS (OHSP) THRU THE URBAN AREA SECURITY INITIATIVE (UASI) GRANT PROGRAM TO SUPPORT THE PURCHASE OF EQUIPMENT FOR THE UNITED RESCUE/JERSEY CITY VOLUNTEER EMS PROGRAM

Project Manager

Department/Division	Public Safety	<division>OEM/Homeland Security
Name/Title	W. Greg Kierce	Director
Phone/email	201 547-5681	wkierce@njicps.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 accept a grant from the NJ Office of Homeland Security & Preparedness from the FFY-14 UASI/State Share to support the purchase of associated EMS equipment for the United Rescue/Jersey city 1st Responder volunteer EMS program

Cost (Identify all sources and amounts)

NJ Office of Homeland Security & Preparedness (NJOHSP) \$200,000.00

Contract term (include all proposed renewals)

N/A

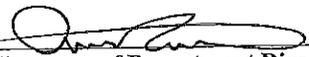
Type of award FFY UASI Grant/State Share

If "Other Exception", enter type N/A

Additional Information

N/A

I certify that all the facts presented herein are accurate.


Signature of Department Director

8/30/16
Date

Signature of Purchasing Director

Date



CHRIS CHRISTIE
GOVERNOR

KIM GUADAGNO
LT. GOVERNOR

State of New Jersey
Office of Homeland Security and Preparedness
PO Box 091
TRENTON, NJ 08625-0091

CHRIS RODRIGUEZ
DIRECTOR

March 30, 2016

The Honorable Steven M. Fulop, Mayor
City of Jersey City
280 Grove Street
Jersey Agency, New Jersey 07302

RE: FFY14 Urban Areas Security Initiative (UASI-State Share)
(CFDA #97.067, Award #EMW-2014-SS-00099-S01)

Dear Mayor Fulop:

The New Jersey Office of Homeland Security and Preparedness (OHSP) is pleased to advise you that the City of Jersey City is awarded \$200,000.00 from the FFY14 UASI-State Share. The main purpose of this funding is to enhance your agency's and the UASI region's ability to build, maintain and sustain national preparedness capabilities for the below listed project of which is outlined in the attached approved Spending Plan.

<u>Project Name</u>	<u>Amount</u>
1. Jersey City OEM/JCMC EMS-United Rescue (Medical Supplies)	\$ <u>200,000.00</u>
TOTAL	\$ 200,000.00

These funds will be available to your agency for allowable program expenditures upon the completion of the requirements listed below:

- 1.) Return of a signed FFY14 Grant Agreement and required attachments (A through E) by April 15, 2016, to Mr. Daniel Morocco, Grants Management Bureau Chief, OHSP, at the above address.
- 2.) Population of budget items in OHSP's Grant Tracking System (GTS) in accordance with the approved Spending Plan Template and Annexes. The awarding of these funds is conditioned upon your agency's full participation with the GTS. Your grant coordinator will be contacted by our grant liaison once the system is ready to accept entries for your approved projects.

The Honorable Steven M. Fulop, Mayor
Page 2
March 30, 2016

Once these requirements are satisfied, spending authority will be granted and a fully executed Grant Agreement will be returned for your records. Failure to complete these requirements within the prescribed time frames may cause this award to be rescinded and any expenditure will be ineligible for reimbursement.

The attached Grant Agreement sets forth the certifications, terms, conditions and assurances required of the agency before OHSP will authorize the agency to make program expenditures. Please review the Grant Agreement carefully. It is important that the Grant Agreement and required federal certifications are signed and returned to OHSP by April 15, 2016. It is extremely important to implement the activities in the approved Spending Plan Template and Annex in a timely manner to avoid reprogramming of any awarded funds.

The FFY14 UASI grant program has a twenty-four (24) month period of performance (September 1, 2014 to August 31, 2016). Final reimbursement packages are to be completed and forwarded to OHSP by July 31, 2016. Reimbursement request packages are to be submitted to OHSP on a quarterly basis, reference Section VII, A in the attached Grant Agreement.

OHSP recognizes there may be extraordinary circumstances that necessitate an extension on a case-by-case basis. FEMA has informed us, however, that they will only approve extensions based upon compelling legal, policy or operation challenges. Therefore, it is critical to observe the above provided performance dates.

During the period of performance for this grant, any intended programmatic changes must be submitted to OHSP using the Spending Plan Template and Annex. Once the revised Spending Plan Template and Annex has been reviewed and approved, spending authority for the documented changes will be granted. All programmatic changes must be approved by the UASI Sub-Committee Chair from where the project was funded and/or the UASI Executive Committee.

Your agency will be required to provide biannual strategy implementation reports (BSIR) designed to outline how this grant funding is being used to meet the goals and objectives as delineated in the state and urban areas homeland security strategies.

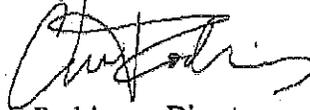
The Honorable Steven M. Fulop, Mayor

Page 3

March 30, 2016

If you have any questions regarding this agreement please contact Daniel Morocco, Grants Management Bureau Chief, at 609-584-4823. Thank you for your support as we continue working collectively to ensure the safety of our citizens.

Sincerely,



Chris Rodriguez, Director
Office of Homeland Security and Preparedness

CR/DM:kw

Enclosures

cc: Daniel Morocco, Grants Management Bureau Chief, OHSP
Lisa Conte, UASI Grant Coordinator, OHSP
Brian Doering, Grant Liaison, OHSP
Randall Richardson, Chief Financial Officer, OHSP
Thomas A. DeGise, Hudson County Administrator
Sgt. Greg Kierce, Domestic Preparedness Planner
Nicholas Kormish, Hudson County RMP
James Sheehan, UASI OMRI

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

City Clerk File No. Res. 16.232

Agenda No. 10.Z.1

Approved: APR 13 2016

TITLE:



RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO A.M.S. GLOBAL INC. FOR THE PURCHASE AND DELIVERY OF TWO ALPHA V SHOWER COMBO TRAILERS UNDER GSA CONTRACT FOR THE OFFICE OF EMERGENCY MANAGEMENT AND HOMELAND SECURITY FUNDED THROUGH FY-15 URBAN AREA SECURITY INITIATIVE GRANT (UASI)

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, the Alpha V Shower Combo Trailers are custom made portable trailers with built in showers and restrooms. The trailers will enhance resources related to mass sheltering and response to mass casualty incidents where potential victim de-contamination is required;

WHEREAS, N.J.S.A. 52:34-10.6 (c) authorizes the City of Jersey City ("City") to purchase equipment and/or services paid for or reimbursed by Federal funds awarded by the United States Department of Homeland Security without public bidding if the contractor either (1) is a holder of a current State Contract for the equipment, or (2) is participating in a Federal Procurement Program established by a Federal Department or agency, or (3) has been approved by the State Treasurer in consultation with the New Jersey Domestic Security Preparedness Task Force; and

WHEREAS, A.M.S. Global Inc., 75 CR 3303, Dekalb, Texas 75559 is participating in a Federal Procurement Program by a Federal Department or Agency and is the holder of General Services Administration Contract Schedule 56, Contract GS-07F-325AA; and

WHEREAS, A.M.S. Global Inc. submitted a quote in the total amount of Ninety One Thousand, One Hundred Nine Dollars and Twenty Six Cents (\$91,109.26) for two Alpha V Shower Combo Trailers; and

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

WHEREAS, the sum of \$91,109.26 is available in Account No. 02-213-40-572-314 which represents the UASI Federal & State FY-15;

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 A.M.S. Global Inc., 75 CR 3303, Dekalb, Texas 75559 and the holder of GSA Contract GS-07F-325AA, in the amount of \$91,109.26 for two Alpha V Shower Combo Trailers for the Office of Emergency Management.
2. Subject to such modifications as deemed necessary or appropriate by Corporation Counsel, the Mayor or Business Administrator is authorized to execute the agreement prepared by the Purchasing Agent.

(Continue to page 2)

City Clerk File No. Res. 16.232
Agenda No. 10.Z.1 APR 13 2016

TITLE:

RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO A.M.S. GLOBAL INC. FOR THE PURCHASE AND DELIVERY OF TWO ALPHA V SHOWER COMBO TRAILERS UNDER GSA CONTRACT FOR THE OFFICE OF EMERGENCY MANAGEMENT AND HOMELAND SECURITY FUNDED THROUGH FY-15 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-15:

Account No. 02-213-40-572-314 **Purchase Order** 120530 **Amount** \$91,109.26

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

3/28/16
Date

PF/pv
3/21/16

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: _____

Business Administrator

Corporation Counsel

Certification Required

Not Required

APPROVED 7-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 4.13.16											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA		ABSENT	
RAMCHAL		ABSENT		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.
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 CONTRACT TO A.M.S. GLOBAL INC. FOR THE PURCHASE AND DELIVERY OF TWO ALPHA V SHOWER COMBO TRAILERS UNDER GSA CONTRACT FOR THE OFFICE OF EMERGENCY MANAGEMENT AND HOMELAND SECURITY FUNDED THROUGH FY-15 URBAN AREA SECURITY INITIATIVE GRANT (UASI)

Initiator

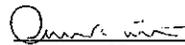
Department/Division	Public Safety	OEM/Homeland /Security
Name/Title	W. Greg Kierce	Director
Phone/email	201 547-5681	wkierce@njleps.org

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

Resolution Purpose

This Resolution supports the purchase of two Shower/Bathroom combination trailers to enhance our resources related to mass sheltering and response to mass casualty incidents where potential victim de-contamination is required. The proposed equipment is funded thru the 2015 UASI grant at no expense to the city

I certify that all the facts presented herein are accurate.



Signature of Department Director

3/24/16
Date

Signature of Purchasing Director

3/28/16
Date

P.O. NO.	120530	AMS GLOBAL, INC.		MONTONDO TRAILER		STEEL MASTER USA		HORIZON STRUCTURES		BIG TOP SHELTERS		US COMMUNITIES	
REQ. NO.	173878	GSA VENDOR SOURCE 56		OPEN MARKET		GSA VENDOR SOURCE 56		GSA VENDOR SOURCE 56		GSA VENDOR SOURCE 56		NATIONAL COOP	
DEPT/DIV	OEM					Karen@SteelMasterUSA.com		dave@horizonstructures.com		n.anderson@bigtopshelters.com		ALEXIS TURNER	
ITEM #	DESCRIPTION	QTY	UNIT	UNIT COST	EXT AMT	UNIT COST	EXT AMT	UNIT COST	EXT AMT	UNIT COST	EXT AMT	UNIT COST	EXT AMT
1	ALPHA V SHOWER	2	EA	\$39,683.63	\$ 79,367.26	\$55,800.00	\$111,600.00	NOT AVAIL	\$ -	NO RESPONSE	\$ -	NO RESPONSE	\$ -
2	ARTIC PACKAGE	2	EA	\$ 4,600.00	\$ 9,200.00	\$ 3,100.00	\$ 6,200.00	NOT AVAIL	\$ -		\$ -		\$ -
3	FREIGHT	2	EA	\$ 1,271.00	\$ 2,542.00	\$ -	\$ -	NOT AVAIL	\$ -		\$ -		\$ -
4													
5													
6													
7													
8													
9													
10													
			SUB-TOTAL		\$ 91,109.26		\$117,800.00		\$ -		\$ -		\$ -
			DELIVERY/SHIPPING/HANDLING		\$ -	included			\$ -		\$ -		\$ -
			TOTAL		\$ 91,109.26		\$117,800.00		\$ -		\$ -		\$ -

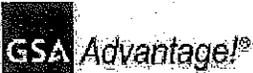
NOTES: Under the Disaster Recovery Purchasing Program, State & Local Municipal Governments may use GSA schedules to purchase products & services before and after a major disaster as declared by the President

6 quotes were solicited from: 4 GSA vendors with the same source code (56 which represents BUILDINGS & BUILDING MATERIALS/INDUSTRIAL SERVICES & SUPPLIES)

1 from Open Market (Montondo)

1 from nationally-recognized US Communities Cooperative Purchasing Program.

AMS Global includes 600 gallon fresh water vs. Montondo 400 gallon and at a higher cost



[My Account](#) ▾ | [NSN Ordering](#) ▾ | [Get Quotes](#) ▾ | [Help](#) | [Register](#) | [Login](#)

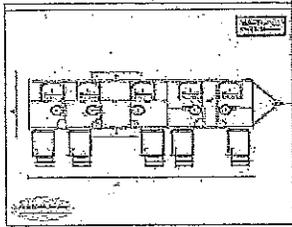


A service of the U.S. General Services Administration

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[Home](#) > [Product Detail](#)

ALPHA V SHOWER COMBO



[Enlarge/More Views >>](#)

\$39,683.63 EA

sold and shipped by
AMS GLOBAL



Mfr Part No.: V SHOWER COMBO
Manufacturer: FOREST RIVER INC
Contract No.: GS-07F-325AA (ends: Jul 31, 2018)
MAS Schedule/SIN: 056/361 10H ✓
Warranty: STANDARD WARRANTY
Made In: UNITED STATES OF AMERICA
Weight: 8431.000 LB

◆ **Volume Discounts:**
5 - 99999999 1.0%

DISAST RECOV Disaster Recovery Purchasing items

• Desc
384L X
98W
(IN),
5
private
rooms
with
sink, toil
et, sho
werRe
stroom
Trailer,
Portabl
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Restro
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Showe
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Compare Available Sources

Quantity:

Add to Cart

Instructions: Select price below, enter qty at left, then Add to Cart. To view another contractor description, simply select the Contractor in the list below. ◆ Indicates when volume discounts are offered.

	Price/Unit ↕	Features	Contractor ◆	Socio	Photo	Deliv Days ↕	Min ↕	FOB/Shipping ↕
©	\$39,683.63 EA	◆	AMS GLOBAL	S		40 days delivered ARO	\$100.00	O- CONUS, AK, PR, HI

STATE OF NEW JERSEY
Division of Purchase & Property
Contract Compliance Audit Unit
EEO Monitoring Program
EMPLOYEE INFORMATION REPORT

IMPORTANT-READ INSTRUCTIONS CAREFULLY BEFORE COMPLETING FORM. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM AND TO SUBMIT THE REQUIRED \$150.00 FEE MAY DELAY ISSUANCE OF YOUR CERTIFICATE. DO NOT SUBMIT EEO-1 REPORT FOR SECTION B, ITEM 11. For instructions on completing the form, go to http://www.state.nj.us/treasury/contract_compliance/pdf/aa302int.pdf

SECTION A - COMPANY IDENTIFICATION

1. FID. NO. OR SOCIAL SECURITY 20-8495832	2. TYPE OF BUSINESS <input checked="" type="checkbox"/> 1. MFG <input type="checkbox"/> 2. SERVICE <input type="checkbox"/> 3. WHOLESALE <input checked="" type="checkbox"/> 4. RETAIL <input type="checkbox"/> 5. OTHER	3. TOTAL NO. EMPLOYEES IN THE ENTIRE COMPANY 10
4. COMPANY NAME AMS GLOBAL INC.		
5. STREET 75 COUNTY ROAD 3303	CITY DEKALB	COUNTY BOWIE
	STATE TX	ZIP CODE 75559
6. NAME OF PARENT OR AFFILIATED COMPANY (IF NONE, SO INDICATE) SAME		
7. CHECK ONE IS THE COMPANY: <input checked="" type="checkbox"/> SINGLE-ESTABLISHMENT EMPLOYER <input type="checkbox"/> MULTI-ESTABLISHMENT EMPLOYER		
8. IF MULTI-ESTABLISHMENT EMPLOYER STATE THE NUMBER OF ESTABLISHMENTS IN NJ		
9. TOTAL NUMBER OF EMPLOYEES AT ESTABLISHMENT WHICH HAS BEEN AWARDED THE CONTRACT 10		
10. PUBLIC AGENCY AWARDDING CONTRACT		
	CITY DEKALB	COUNTY BOWIE
	STATE TX	ZIP CODE 75559
Official Use Only	DATE RECEIVED	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	COL. 2 MALE	COL. 3 FEMALE	MALE					FEMALE					
	(Col. 2 & 3)			BLACK	HISPANIC	AMER. INDIAN	ASIAN	NON MIN.	BLACK	HISPANIC	AMER. INDIAN	ASIAN	NON MIN.	
Officials/Managers	3	1	2											2
Professionals														
Technicians	2	2			2			1						
Sales Workers														
Office & Clerical														
Craftworkers (skilled)														
Operatives (Semi-skilled)														
Laborers (Unskilled)	5	5			4			1						
Service Workers														
TOTAL	10	10												
Total employment from previous report (if any)														
Temporary & Part-Time Employees	The data below shall NOT be included in the figures for the appropriate categories above.													

12. HOW WAS INFORMATION AS TO RACE OR ETHNIC GROUP IN SECTION B OBTAINED? <input type="checkbox"/> 1. Visual Survey <input checked="" type="checkbox"/> 2. Employment Record <input type="checkbox"/> 3. Other (Specify)	14. IS THIS THE FIRST Employee Information Report Submitted? 1. YES <input checked="" type="checkbox"/> 2. NO <input type="checkbox"/>	15. IF NO, DATE LAST REPORT SUBMITTED MO DAY YEAR
13. DATES OF PAYROLL PERIOD USED From: 2/21/2016 To: 3/05/2016		

SECTION C - SIGNATURE AND IDENTIFICATION

16. NAME OF PERSON COMPLETING FORM (Print or Type) MARGARET TAAFFE	SIGNATURE <i>M. Taafe</i>	TITLE secretary	DATE NO DAY YEAR 3 7 2016
17. ADDRESS NO. & STREET 75 COUNTY ROAD 3303	CITY DEKALB	COUNTY BOWIE	STATE TX
	ZIP CODE 75559	PHONE (AREA CODE, NO., EXTENSION) 903 - 667 - 2514	



New Jersey Division of Revenue

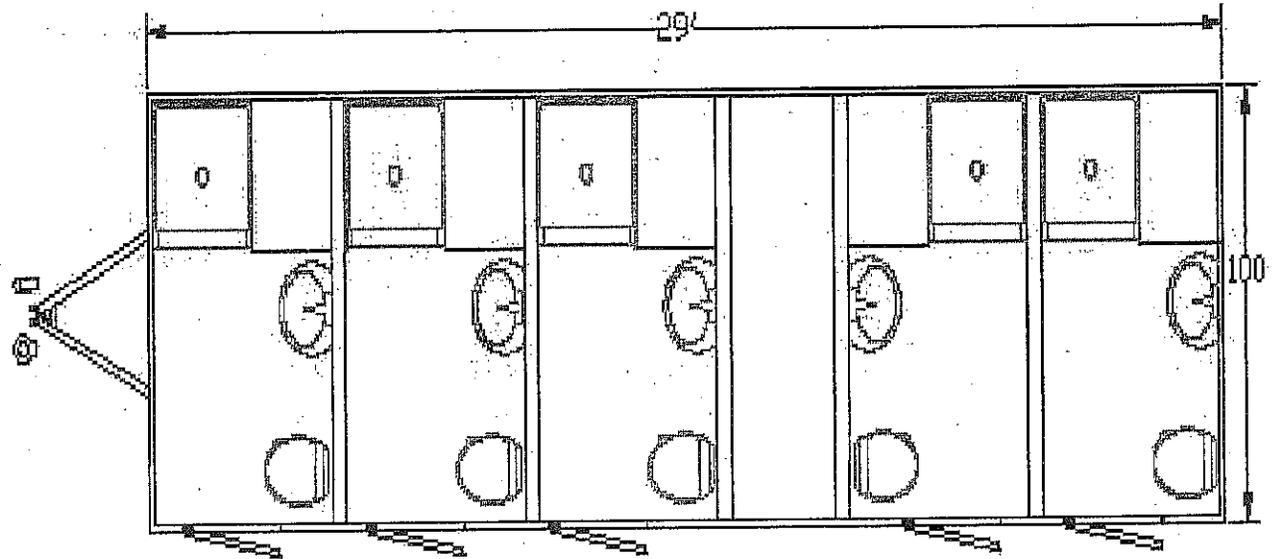
Revenue

NJBGS

On-Line Business Registration Certificate Service

CERTIFICATE NUMBER 2023957 FOR A.M.S. GLOBAL INC IS VALID.

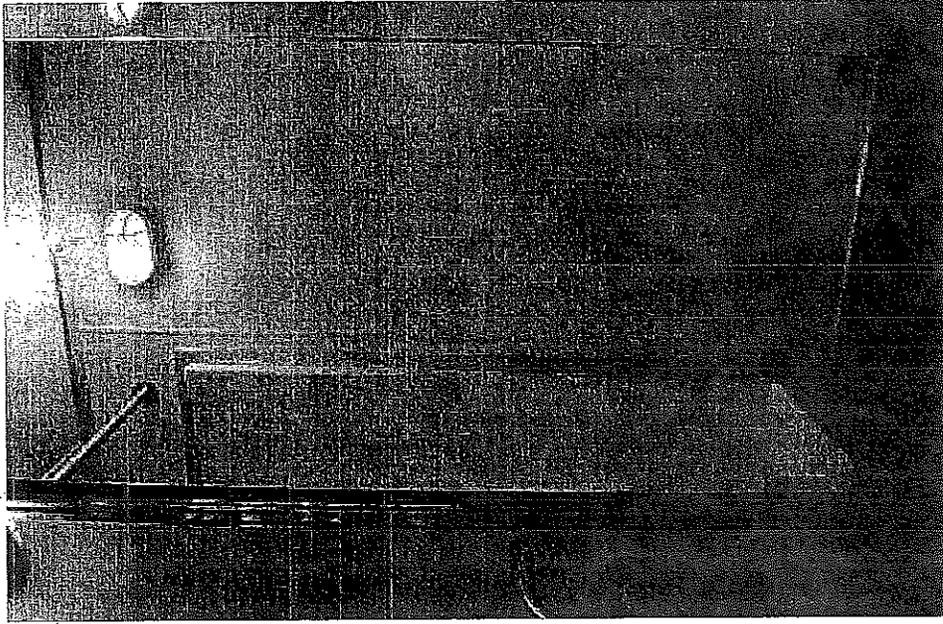
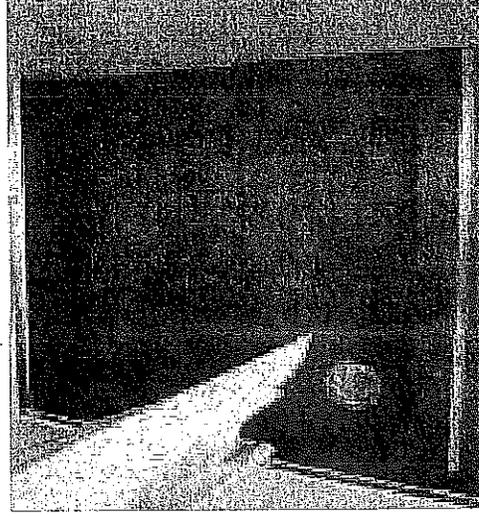
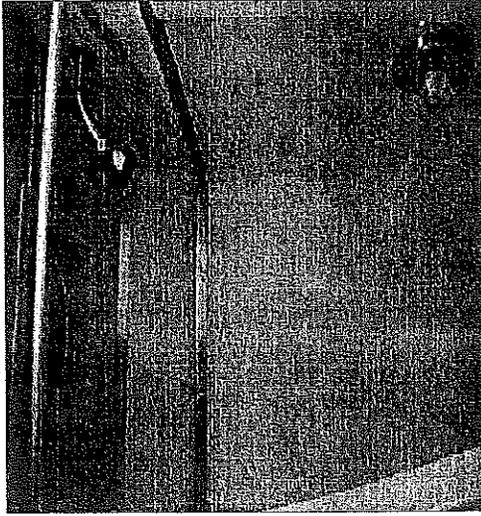
MONTONDO
TRAILER
Quality. Integrity. Service



New 2016 5 Station 29 ft. Private Shower Trailer
Purchase Quote for *Jersey City NJ* 3.24.2016

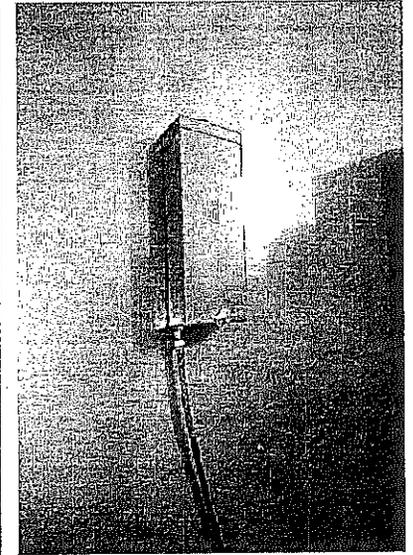
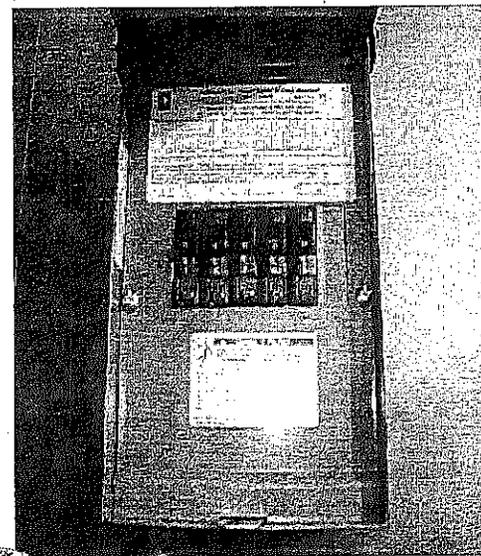
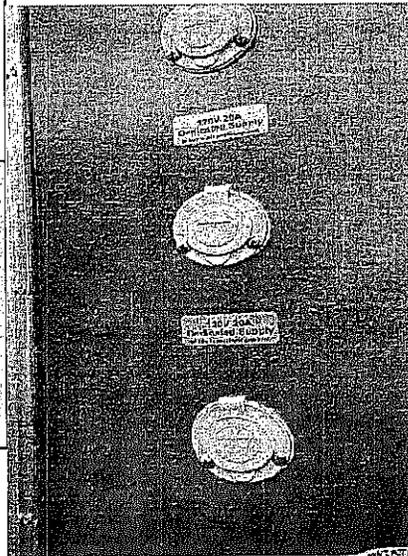
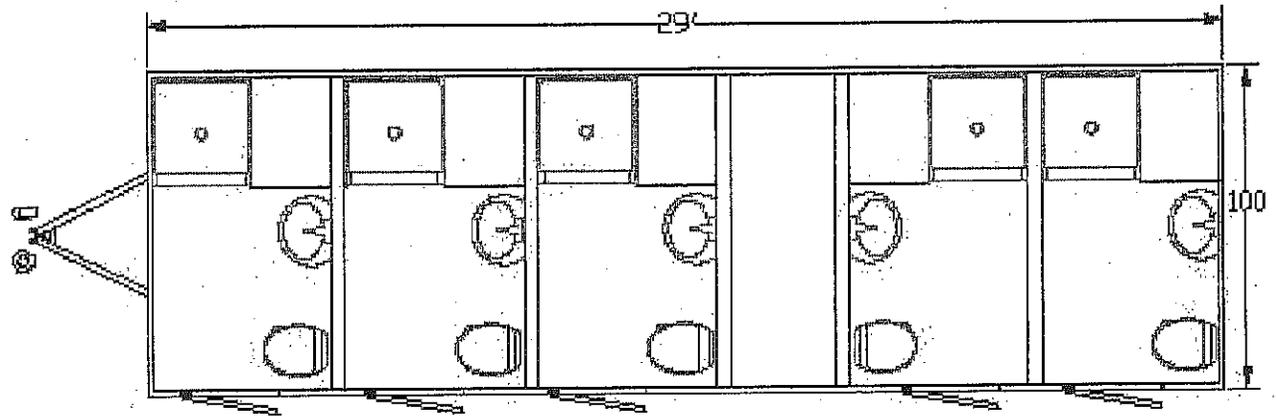
Standard Items

- Heavy Duty Fold-up Alum. Steps & Rails
- Roof Top mounted AC/w Heat strips 5600 BTU's
- 900 gallon Waste Tank
- Oversized Structural Beams
- Steel Roof and Wall Beams
- HD Tube Framed Doors & Hydraulic Closures
- Poly Insulation Smooth Aluminum Exterior Siding
- Smooth Aluminum Exterior Siding
- One Piece Aluminum Seamless Roof
- FRP (fiberglass wall panels)
- Dexter(ITS) Independent Torsion Suspension Axles
- Battery Powered Trailer Runaway Protection
- Keyed alike Class III Dead Bolts
- Premium LED Trailer Lighting
- PEX Water Lines, more resistant to breakage
- Powered Vents & covers above Showers
- E-Z Lube Hubs
- Electric Brakes
- 2-5/16" Trailer Receiver
- Chip Resistant Undercoating
- Marine Grade Sub Floor
- Thick Painted Aluminum Skin
- Vinyl Sheet Flooring
- Waste Tank Sight Gauge
- 34x 34 shower stalls
- Corner Space saver Sinks



MONTONDO
TRAILER
Quality. Integrity. Service.

Options	Cost
<input type="checkbox"/> Rubberized floor with Wash out	<input type="checkbox"/> \$3800
<input type="checkbox"/> 5 exterior lights	<input type="checkbox"/> \$850
<input type="checkbox"/> Arctic Package	<input type="checkbox"/> \$3100
<input type="checkbox"/> 400 gallon fresh water tank	<input type="checkbox"/> \$1350
<input type="checkbox"/> Mechanics Room with room to add 2 nd 225 gl. fresh water tank	<input type="checkbox"/> \$500
<input type="checkbox"/> 5 wall heaters	<input type="checkbox"/> \$1050
<input type="checkbox"/> Dual 30# LP Tanks	<input type="checkbox"/> \$450
<input type="checkbox"/> Extend Trailer 2ft to accommodate 2 fresh water tanks	<input type="checkbox"/> \$1500



Electrical connection built to clients specs

MONTONDO TRAILER
Quality. Integrity. Service.



Purchase Price: \$55,800 each delivered

Delivery includes , onsite set up and operational overview with city staff, 3 onsite annual warranty inspections

Shipping ready in 9-10 weeks

TOTAL COST \$111,600.00

Financing Options Available

IRS -179 Tax Credit Eligible : Purchased before 12/31/2016 – up to \$250,000 tax credits available on business equipment purchase in 2016. Please consult your Tax Professional for details.

Buy Back Eligible December 2016**

50% down & balance due 10 days before shipping

Warranty information

5 year - limited warranty on our trailer frame and axles

2 year- limited warrantee on the trailer as a whole

1 year -Sealant, electrical components, hydraulics, hoses,

wall coverings, trim and paint are warranted

The warrantor guarantees the product against defects in materials and workmanship. The warranty described in this agreement is in lieu of all .This warrantee shall apply

to the retail consumer (original purchaser)

**** see Montondo Trailer Buy Back Policy**





Montondo Trailer LLC

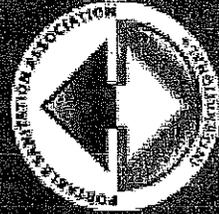
Bill McCormick

www.montondotrailer.com

bill@montondotrailer.com

800-680-2902 ext. 103 Toll Free Direct

Thank you.... for allowing us.... to earn your business!



**MONTONDO
TRAILER**
Quality. Integrity. Service



Wiring Instructions:

Chase Manhattan Bank

Swift Code: CHASUS33

Routing # 021000021

Account # 000000603696365

1 Chase Manhattan

New York New York 10005

Check address:

Montondo Trailer LLC

5540 Rosehill Rd #205 Sarasota FL 34233

941-441-6293

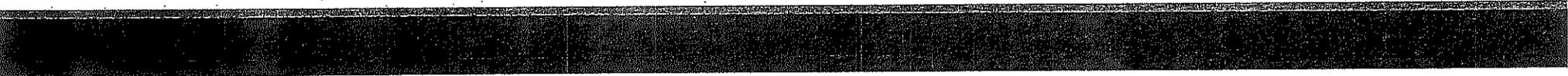
Montondo Trailer Buyback Policy

The list below is needed to be able to qualify for the buyback policy:

1. The restroom trailer must be purchased new from Montondo Trailer.
2. The restroom trailer must be owned by the purchaser for one full year from the date of initial purchase.
3. Montondo Trailer must be able to inspect the trailer within two months following the 1st anniversary of purchase.
4. You must contact us in month 12 from the purchase date & alert us that you wish to be eligible for the buyback policy.
5. Upon inspection Montondo Trailer will buyback the restroom trailer from you for up to 80%, of the original purchase price. Owner must be able to provide proof at inspection that the unit is completely functional.
6. Montondo Trailer will make a bid on the restroom trailer within 2 weeks of the inspection. Owner must prove they possess the title along with the owner's manual.
7. Upon agreed terms & payment Montondo Trailer will buy the restroom trailer & take possession.

Thank you,

Montondo Trailer, LLC.



Patricia Vega

From: Alexis Turner [aturner@uscommunities.org]
Sent: Tuesday, March 15, 2016 4:08 PM
To: Patricia Vega
Subject: Re: under US COMM?

Hi Pat, I don't think we have anyone who can do this. Sorry!

Respectfully,

Alexis



On Mar 15, 2016, at 3:56 PM, Patricia Vega <VegaP@icnj.org> wrote:

No, a contract holder under us comm. coop.

From: Alexis Turner [mailto:aturner@uscommunities.org]
Sent: Tuesday, March 15, 2016 2:13 PM
To: Patricia Vega
Subject: Re: under US COMM?

Hi Pat,

Good to hear from you! We don't have a contract with this vendor directly. Is that what you were wondering?

Respectfully,

Alexis

On Mar 15, 2016, at 1:42 PM, Patricia Vega <VegaP@icnj.org> wrote:

Hi Alexis, just need the contact info from a vendor under US Comm.

Thanks!

<Alpha V brochure.pdf>

This email has been scanned by the Symantec Email Security.cloud service.
For more information please visit <http://www.symanteccloud.com>

This email has been scanned by the Symantec Email Security.cloud service.
For more information please visit <http://www.symanteccloud.com>



**GSA
Federal
Acquisition
Service**

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Search: all the words

C *Contractor Information*

(Vendors) How to change your company information

Contract #:	GS-07F-325AA	Socio-Economic :	Small business
Contractor:	A M S GLOBAL, INC	EPLS :	Contractor not found on the Excluded Parties List System
Address:	75 CR 3303 DE KALB, TX 75559-4157	Govt. Point of Contact:	Michael V. Johns
Phone:	903-667-0264	Phone:	817-850-8406
E-Mail:	MegT@AMSGlobal.us	E-Mail:	michael.johns@gsa.gov
Web Address:	http://www.amsglobal.us	Contract Clauses/Exceptions:	View the specifics for this contract
DUNS:	825315497		
NAICS:	332311		

Source	Title	Contract Number	Contractor T&Cs /Pricelist	Contract End Date	Category		View Catalog
56	BUILDINGS AND BUILDING MATERIALS/INDUSTRIAL SERVICES AND SUPPLIES	GS-07F-325AA		Jul 31, 2018	361 10H		



A.M.S. GLOBAL, INC.
75 CR 3303
DEKALB, TEXAS 75551

Quote

Date	Quote #
2/24/2016	00013362

Name / Address
City of Jersey City Office of Emergency Management and Homeland Security 715 Summit Avenue Jersey City, NJ 07306

Rep	Project
MTI	

Item	Description	Qty	Total
Alpha V shower combo	Alpha V shower combo 28' x 6' box Aluminum Bonded Exterior skin Smooth durable white fiberglass interior walls 1 piece non skid rubber flooring 1 piece ceiling with built in air supply Automatic door closer Occupancy lighting 1 piece aluminum roof LED interior lighting Porch light at ea entry door Fold down aluminum steps and platform with railings (2) 30LB LP tanks	2	79,367.26
MD6	Shower, Sink & Toilet Module 32" x 32" shower pan, soap & shampoo dispenser, stainless steel corner sink with solid surface counter top, ceramic pedal flush toilet, toilet paper, paper towel, waste basket, shatterproof mirror		
FR125G	Fresh Water Tank 250 G capacity City Fill Fresh water inlet		0.00
FR650G	Waste Tank 600 G capacity		0.00
FRHVAC	Roof Mounted AC/Heat /with 5,500 BTU heat strip		0.00
FRAAWP	Arctic Package:40,000 BTU furnace ducted, 2-30lb LP tanks mounted on front, insulated LP cover, Waste tank De-icing system, R13 underfloor spray insulation, R14 insulated walls & ceiling, foil wrapped exterior before metaling, 50' heated water hose, 50 amp marine style power cord upgrade	2	9,200.00
QBR AR Freight	Freight to Jersey City, NJ 07303 GS07F325AA exp 07/2018	2	2,542.00
<input checked="" type="checkbox"/> APPROVED FY-15 SHELTER EQUIP			
Quote valid for 30 days		Total	\$91,109.26

GSA State and Local Resources

The wealth of GSA's resources is not limited to federal agencies alone. Many state and local agencies can benefit from a variety of commercial products and services offered through GSA vehicles. This important aspect of GSA's mission is divided into seven distinct programs that provide access to important tools to help meet specific state and local objectives. To contact a GSA Customer Service Director in your region, please visit www.gsa.gov/csd.

	Eligible Activities	Legal Source	Program Use Guidelines	Resources
<p>*Federal Grantee Access to Schedules in Response to Public Health Emergencies</p>	State, Local, Tribal** and Territorial***** Governments	Section 40 U.S.C. § 501 (a)(1) provides that the Administrator of General Services shall take action for executive agencies to the extent that he determines that the action is advantageous to the Federal government in terms of economy, efficiency or service. This action includes the procurement, "and supply of personal property and nonpersonal services for executive agencies to use in the proper discharge of their responsibilities..." 40 U.S.C. § 501 (b)(1)(A)	State, local, tribal and territorial governments may purchase from all Federal Supply Schedules, when expending Federal grant funds in response to declared Public Health Emergencies.	GSA Schedule contractors are available to search on GSA eLibrary at www.gsa.gov/elibrary and commercial products and services offered by Schedule contractors can be found at www.gsaadvantage.gov
<p>*Disaster Recovery Purchasing Program</p> <p>www.gsa.gov/disasterrecovery</p>	State and local Municipal Governments**	Section 833 of the John Warner National Defense Authorization Act for Fiscal Year 2007 (Public Law 109-364)	State and local agencies may use GSA Schedules to purchase products and services before and after a major disaster as declared by the President.	State and local customers have access to all GSA eTools for market research, direct ordering or to place Requests for Information (RFI) and Requests for Quote (RFQ) under this program.***
<p>*Cooperative Purchasing Program</p> <p>www.gsa.gov/cooperativepurchasing</p>	State and local Municipal Governments**	Section 211 of the E-Government Act of 2002 and Public Law 110-248, Local Preparedness Acquisition Act	State and local agencies are granted access to products and services offered on Schedule 70, 84 and IT Special Item Numbers on the Consolidated Schedule.	State and local customers have access to all GSA eTools for market research, direct ordering or to place Requests for Information (RFI) and Requests for Quote (RFQ) under this program.***
<p>National Wildland Fire Program</p> <p>www.gsa.gov/fireprogram</p>	State and local firefighting organizations that have a cooperative agreement with their State Forester and approval from the U.S. Department of Agriculture's Forest Service	Interagency Agreement for Equipment/Supplies in Support of Wildland Fire Protection	State and local agencies can order products and services through GSA Global Supply™ procurement channel, upon receipt of a written cooperative agreement with the U.S. Forest Service.	Wildland fire items are available at: www.GSAGlobalSupply.gsa.gov
<p>*1122 Program</p> <p>www.gsa.gov/1122program</p>	State and units of local government****	Section 1122 of the fiscal year 1994 National Defense Authorization Act	State and local units of government, with support from their State Point of Contact (SPOC), can purchase products using GSA Schedules, provided that the items are used in the performance of counter-drug activities.	Visit the 1122 Program website to obtain the 1122 Catalog and to contact your respective State Point of Contact (SPOC) that is ready to help.
<p>Computers for Learning Program</p> <p>www.gsa.gov/computersforlearning</p>	Schools and educational nonprofit organizations located in the United States (Also includes the U.S. Virgin Islands, American Samoa, Guam, the Commonwealth of Puerto Rico, and the Commonwealth of the Northern Mariana Islands.)	Executive Order 12999-- Educational Technology, and 15 USC 3710 (i) commonly known as the Stevenson-Wydler Technology Innovation Act of 1980	Certain schools (public, private or parochial (pre-K through 12)), and certain educational nonprofit organizations that meet specific criteria can obtain excess federal computer equipment.	Federal Agencies should visit the GSAXcess website at: www.gsa.gov/gsexcess in order to report their excess computers for transfer under the Computers for Learning Program.
<p>Federal Surplus Personal Property Donation Program</p> <p>www.gsa.gov/propertydonations</p>	Public agencies; nonprofit educational and health institutions; nonprofit and public programs for the elderly; public airports; and more	Title 40 of the U.S. Code, Section 549, formerly known as the Federal Property and Administrative Services Act of 1949	Entities that meet specific criteria can obtain all types of surplus property, except land or other real property, certain naval vessels, and records of the federal government.	When authorized by the State Agency for Surplus Property, eligible donees should visit the GSAXcess® website at: www.gsa.gov/gsexcess to determine what surplus property is available for donation transfer.

* GSA State and Local Program that is based on state and local use of the Federal Supply Schedules.

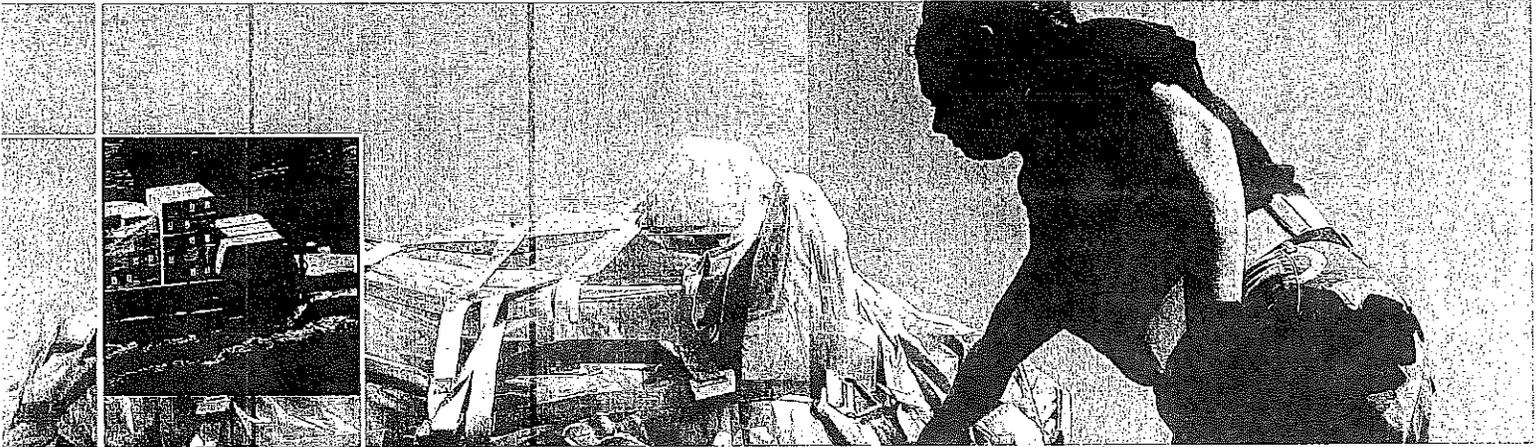
** The States of the United States, counties, municipalities, cities, towns, townships, tribal governments, public authorities (including public or Indian housing agencies under the United States Housing Act of 1937), school districts, colleges, and other institutions of higher education, council of governments (incorporated or not), regional or Interstate government entities, or any agency or instrumentality of the preceding entities (including any local educational agency or institution of higher education), and including legislative and judicial departments.

*** GSA eTools include: GSA eLibrary (www.gsa.gov/elibrary), GSA Advantage® (www.gsaadvantage.gov), and GSA eBuy (www.gsa.gov/ebuy).

**** City, county, township, town, borough, parish, village or other general purpose political subdivision of a State; an Indian tribe which performs law enforcement functions as determined by the Secretary of the Interior; or the District of Columbia Government or the United States Government performing law enforcement functions in and for the District of Columbia or the Trust Territory of the Pacific Islands.

***** Government of American Samoa, Government of Virgin Islands (including Virgin Islands Port Authority), Government of Guam, Commonwealth Government of Northern Mariana Islands, Trust Territories of the Pacific Islands, Marshall Islands, Micronesia, Palau and Puerto Rico.





Disaster Recovery Purchasing Program

**DISAST
RECOV**

GSA plays a critical role in providing disaster recovery products and services to federal agencies. Now state and local governments can also benefit from the speed and savings of the Federal Supply Schedules.

Section 833 of the John Warner National Defense Authorization Act for fiscal year 2007 provides state and local governments with access to **all** Federal Supply Schedules for the purchase of products and services to be used to facilitate recovery from a Presidentially declared disaster, terrorism, or nuclear, biological, chemical, or radiological attack.

Purchasing in Advance of a Disaster:

In the aftermath of emergency events, state or local governments' systems may be disrupted. Thus, use of Federal Supply Schedule contracts prior to these events to acquire products or services is authorized, as long as the products and services purchased will be used to facilitate recovery from a major disaster or act of terrorism.

State or local governments are responsible for ensuring that the products and services purchased under the Disaster Recovery Purchasing Program will be used to facilitate recovery from a major disaster.

Purchasing via the Disaster Recovery Purchasing Program

• Voluntary Use

- Participation in the Disaster Recovery Purchasing Program is voluntary for both state and local governments and Schedule contractors.
- GSA Schedule contractors that agree to participate in the program, along with their available products and services, are identified in GSA eLibrary and on GSA *Advantage!*® with the  icon. Orders may be placed directly with participating GSA Schedule contractors. Orders may also be placed through

the GSA *Advantage!*® online shopping and ordering system using a state or local government issued credit card.

• Competition

- While GSA recommends that state and local purchasing officials follow the Schedule ordering procedures in Federal Acquisition Regulation (FAR) 8.4 to ensure receiving the best value from GSA Schedule contractors, use of these procedures is not mandated by GSA.
- When purchasing from GSA Schedules, state and local government entities should follow the ordering and competitive procedures that meet their state and local procurement regulations.
- State and local entities may also post Requests for Information (RFIs) or Requests for Quote (RFQs), under the Disaster Recovery Purchasing Program, thru GSA's online request for quote tool, eBuy (www.gsa.gov/ebuy). Posting and competing requirements through GSA's eBuy allows for competition amongst the Schedule holders, as well as transparency in the acquisition process. State and local users must first register as a "State Government" customer through GSA *Advantage!*® in order to access eBuy.

- State or local entities that want to receive reimbursement from FEMA public assistance grants need to ensure that they are following the Stafford Act and FEMA public assistance program preferences and procedures. FEMA's fact sheet on the GSA Disaster Recovery Purchasing Program is posted on the FEMA website at: <http://www.fema.gov/governmentgrant/pa/9500toc.shtml>

For additional information on GSA Schedule ordering procedures, please visit www.gsa.gov/schedules-ordering.

To learn more, visit:
www.gsa.gov/disasterrecovery



Innovative Sanitation Solutions

**GENERAL SERVICES ADMINISTRATION
FEDERAL ACQUISITION SERVICE
AUTHORIZED FEDERAL SUPPLY SCHEDULE CATALOG/PRICE LIST**

On-line access to contract ordering information, terms and conditions, up-to-date pricing, and the option to create an electronic delivery order is available through *GSA Advantage!*, a menu-driven database system. The INTERNET address for *GSA Advantage!* is <http://www.gsaadvantage.gov>

SCHEDULE TITLE: 056 Buildings and Building Materials/Industrial Services and Supplies
FSC Group: 54 Pre-engineered/Prefabricated Buildings and Structures

CONTRACT NUMBER: GS-07F-325AA

CONTRACT PERIOD: 8/1/2013-7/31/2018

For more information on ordering from Federal Supply Schedules click on the GSA Schedules link at www.gsa.gov

CONTRACTOR: AMS Global, Inc.
75 CR 3303
De Kalb, TX 75559
www.amsglobal.us
Phone: 903-667-0264
Fax: 903-667-2515

CONTRACTOR'S ADMINISTRATION SOURCE: Meg Taaffe
Email: megt@amsglobal.us
Phone: 903-667-0264
Fax: 903-667-2515

BUSINESS SIZE: Small



CUSTOMER INFORMATION:

1a. TABLE OF AWARDED SPECIAL ITEM NUMBERS (SINs)

<u>SIN</u>	<u>DESCRIPTION</u>
361 10H	Pre-Engineered and Prefabricated Buildings and Structures for Restroom, Shower, and Laundry Solutions

1b. LOWEST PRICED MODEL NUMBER AND PRICE FOR EACH SIN:

(Government net price based on a unit of one)

<u>SIN</u>	<u>PRODUCT</u>	<u>PRICE</u>
361 10H	Spare tire	\$148.11

1c. HOURLY RATES: N/A

2. MAXIMUM ORDER*: \$200,000

*If the best value selection places your order over the Maximum Order identified in this catalog/pricelist, you have an opportunity to obtain a better schedule contract price. Before placing your order, contact the aforementioned contactor for a better price. The contractor may (1) offer a new price for this requirement (2) offer the lowest price available under this contract or (3) decline the order. A delivery order that exceeds the maximum order may be placed under the schedule contract in accordance with FAR 8.404.

3. MINIMUM ORDER: \$100

4. GEOGRAPHIC COVERAGE: Domestic

5. POINT(S) OF PRODUCTION: USA

6. DISCOUNT FROM LIST PRICES: 2% - 6%

7. QUANTITY DISCOUNT(S): Additional 1% when 5 or more units are purchased in a single order.



8. **PROMPT PAYMENT TERMS:** Net 30. Information for Ordering Offices: Prompt payment terms cannot be negotiated out of the contractual agreement in exchange for other concessions.
- 9.a **Government Purchase Cards must be accepted at or below the micro-purchase threshold.**
- 9.b **Government Purchase Cards are not accepted above the micro-purchase threshold.**
10. **FOREIGN ITEMS:** None
- 11.a. **TIME OF DELIVERY:** 40 Days ARO
- 11.b. **EXPEDITED DELIVERY:** TBD by Task Order
- 11.c. **OVERNIGHT AND 2-DAY DELIVERY:** If available, contact the Contractor for rates.
- 11.d. **URGENT REQUIRMENTS:** Customers are encouraged to contact the contractor for the purpose of requesting accelerated delivery.
12. **FOB POINT:** Origin
- 13.a. **ORDERING ADDRESS:** AMS Global, Inc.
75 CR 3303
De Kalb, TX 75559
- 13.b. **ORDERING PROCEDURES:** For supplies and services, the ordering procedures, information on Blanket Purchase Agreements (BPA's) are found in FAR 8.405-3
14. **PAYMENT ADDRESS:** AMS Global, Inc.
75 CR 3303
De Kalb, TX 75559
15. **WARRANTY PROVISION:** Standard Commercial Warranty. Alpha products 3 years, Omega & Performance products 1 year.
16. **EXPORT PACKING CHARGES:** N/A
17. **TERMS AND CONDITIONS OF GOVERNMENT PURCHASE CARD ACCEPTANCE:** No acceptance above micro-purchase level of \$3,000



18. **TERMS AND CONDITIONS OF RENTAL, MAINTENANCE, AND REPAIR (IF APPLICABLE):** N/A
19. **TERMS AND CONDITIONS OF INSTALLATION (IF APPLICABLE):** N/A
20. **TERMS AND CONDITIONS OF REPAIR PARTS INDICATING DATE OF PARTS PRICE LISTS AND ANY DISCOUNTS FROM LIST PRICES (IF AVAILABLE):** N/A
- 20a. **TERMS AND CONDITIONS FOR ANY OTHER SERVICES (IF APPLICABLE):**
N/A
21. **LIST OF SERVICE AND DISTRIBUTION POINTS (IF APPLICABLE):** N/A
22. **LIST OF PARTICIPATING DEALERS (IF APPLICABLE):** N/A
23. **PREVENTIVE MAINTENANCE (IF APPLICABLE):** N/A
- 24a. **SPECIAL ATTRIBUTES SUCH AS ENVIRONMENTAL ATTRIBUTES (e.g. recycled content, energy efficiency, and/or reduced pollutants):** N/A
- 24b. **Section 508 Compliance for EIT:** N/A
25. **DUNS NUMBER:** 825315497
26. **NOTIFICATION REGARDING REGISTRATION IN SYSTEM FOR AWARD MANAGEMENT (SAM) DATABASE:** Contractor has an Active Registration in the SAM database.



ALPHA

Mobile Solutions

(877) 789-1213

(903) 364-2613

www.alphamobilesolutions.com

Standard Features List

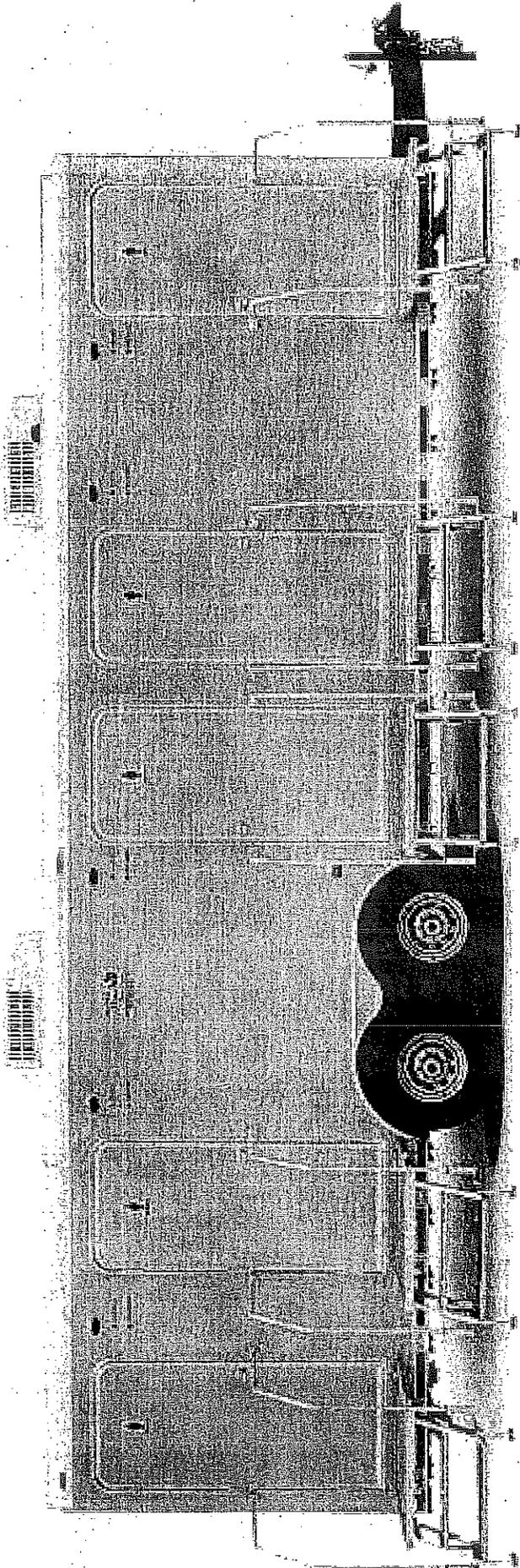
Alpha Five

Interior:

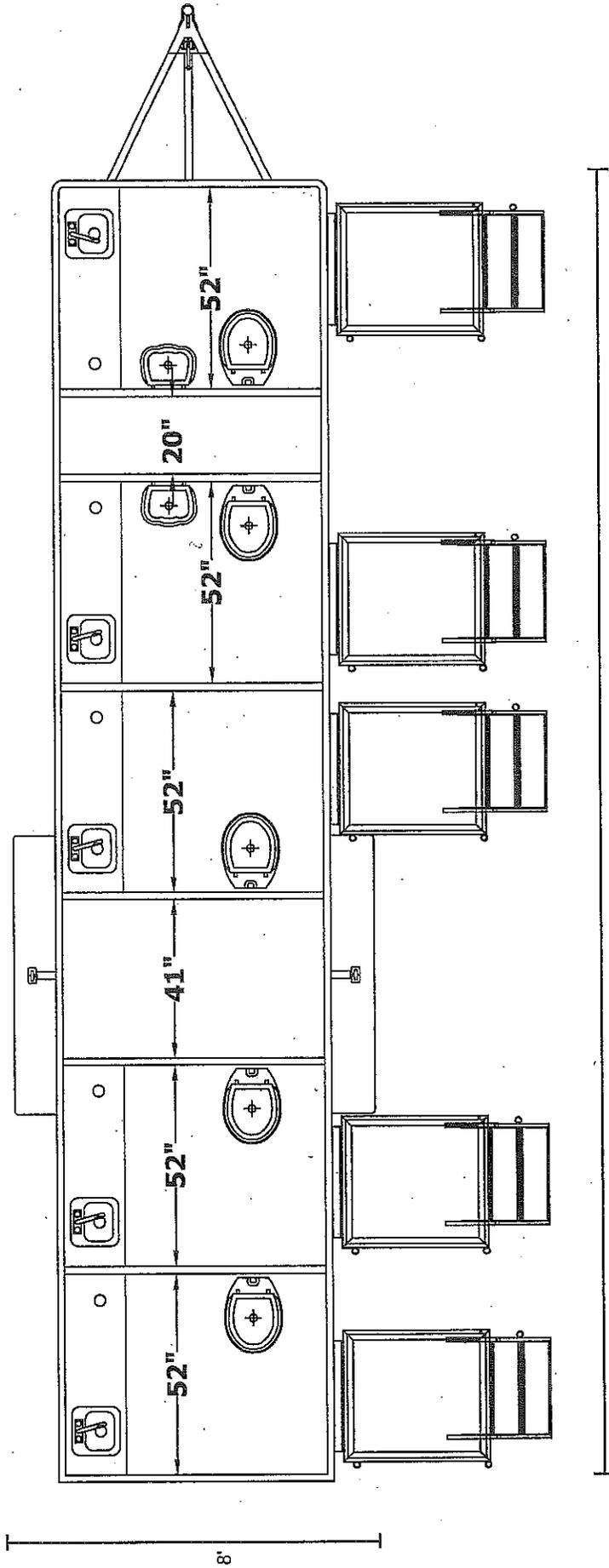
- Hands free, porcelain commodes
- Self flushing, porcelain urinals
- Roof mount air conditioning and heat
- Solid surface countertops
- 12 volt fluorescent lighting
- Shatterproof mirrors
- Stainless steel sinks with automatic shut-off faucets
- Non-skid, coin style, one piece flooring
- Lockable cabinet doors
- Trash receptacles
- Soap dispensers, toilet tissue holders, paper towel dispensers
- Automatic entry / exit door closures
- Keyed locks on entry / exit doors with weather stripping
- Equipment room with interior lighting
- 3/4" treated plywood sub-floor

Exterior:

- Amber LED porch lights
- Vacant / Occupied light
- Scissor jacks on all four trailer corners
- Platform with full handrails and bottom step leveling pads
- 850 gallon waste tank
- 250 gallon fresh water tank
- Standard 110 volt extension chord outlet
- Standard water hose connection
- Standard 3" banjo waste tank clean out connection
- Waste tank washout connection
- Waste tank monitor in equipment room
- Standard 2 5/16" ball hitch with adjustable tongue and sand pad
- LED running lights
- Electric brakes with 7 way plug
- Aluminum bonded seam body
- 3" steel C-channel floor joists on 16" centers
- 6" steel tube frame
- Ztech weatherproof coating on frame (top, bottom and sides)
- Tor Flex axles
- Diamond plate rock guard on front of trailer

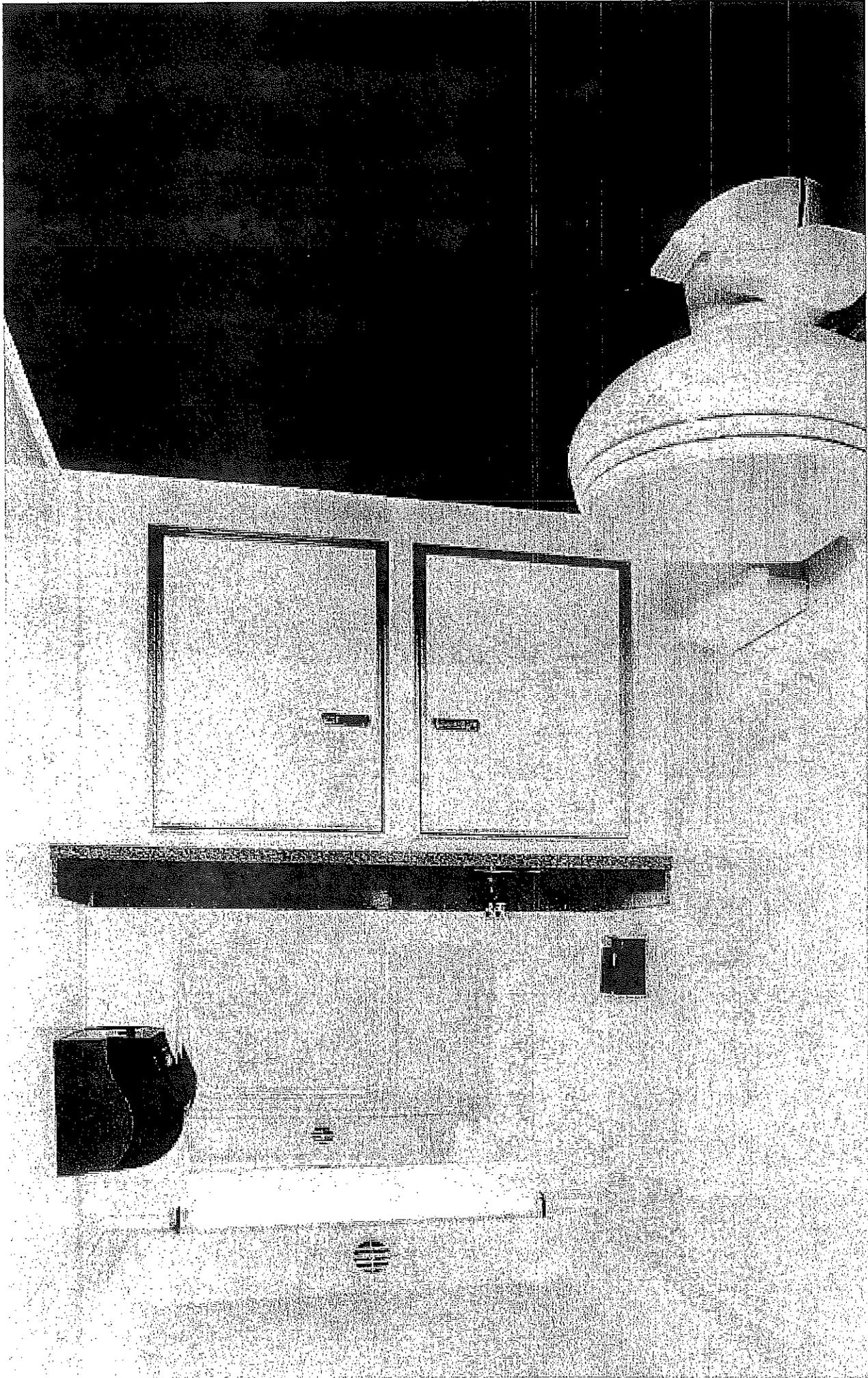


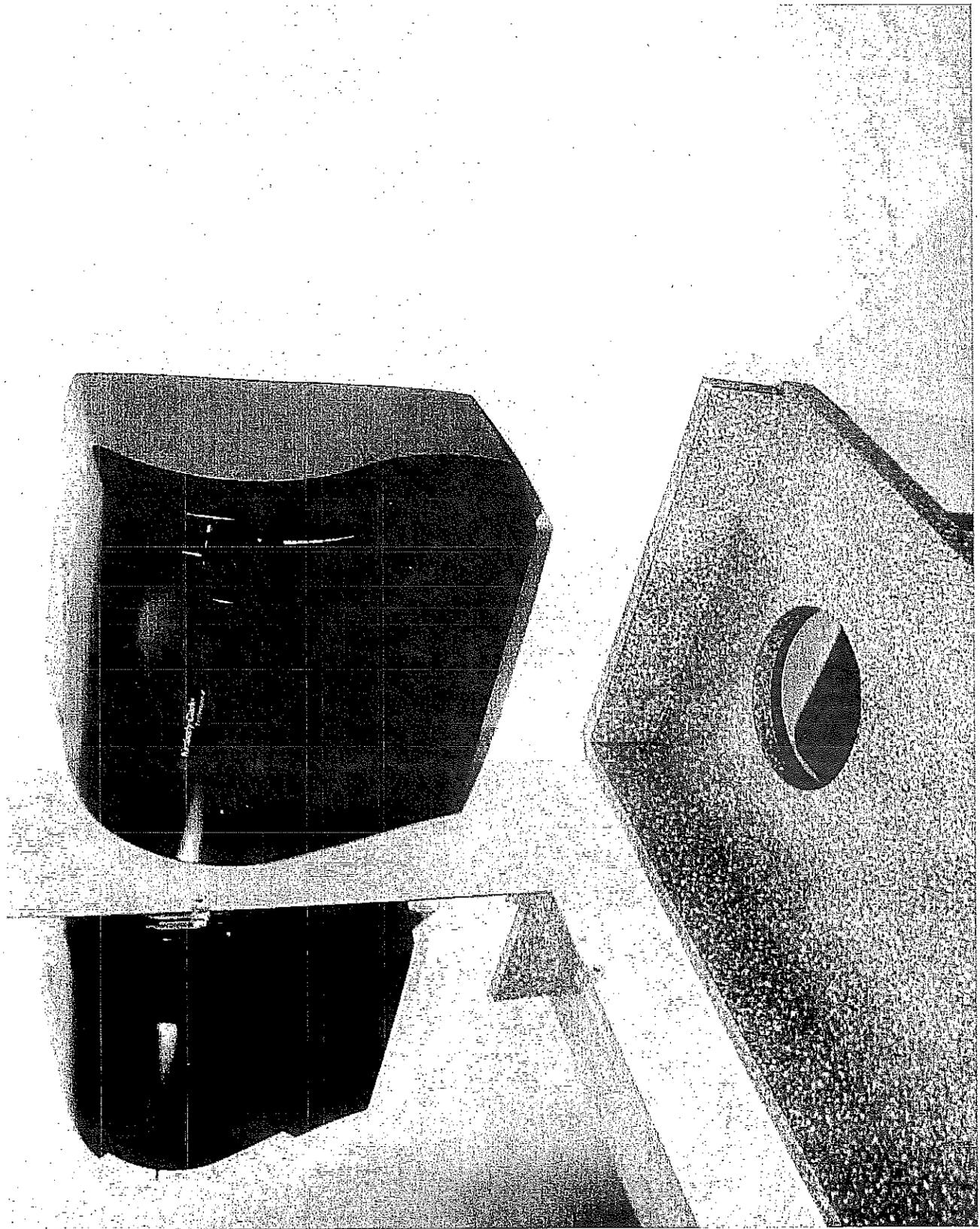
Alpha Rive

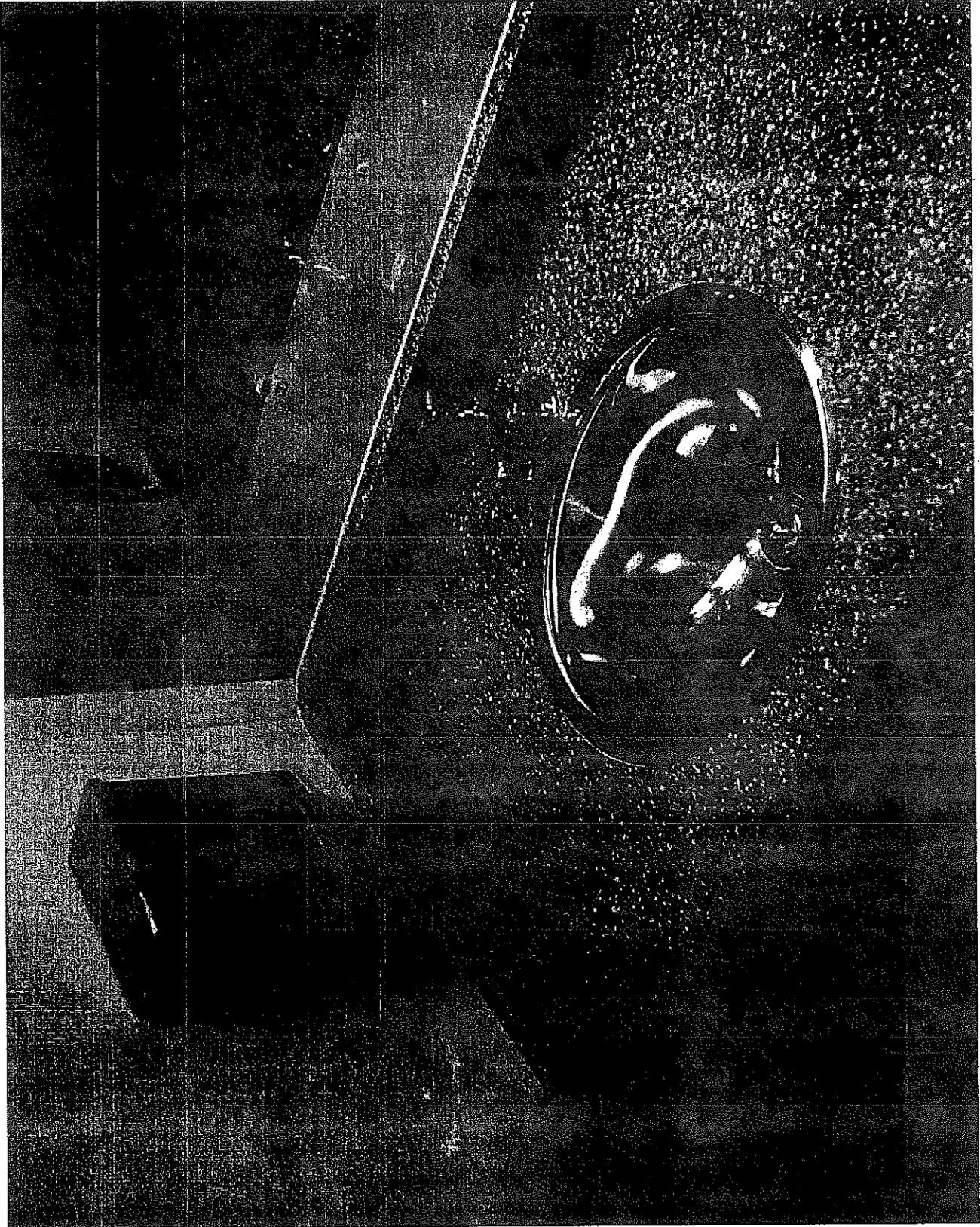


Alpha Mobile Solutions
www.alphaobilesolutions.com









Patricia Vega

From: Karen Willis [Karen@steelmasterusa.com]
Sent: Thursday, March 17, 2016 10:54 AM
To: Patricia Vega
Subject: RE: QUOTE REQUEST

I'm sorry, we do not offer these products. We sell pre-fabricated steel buildings.

Thx,

Karen Willis
Vice President/CFO



SteelMaster® Buildings
1023 Laskin Rd, Suite 109
Virginia Beach, VA 23451

Phone: (800) 341-7007 Ext: 8158
Direct Dial: (757) 961-7006
Fax: (757) 422-0136
E-mail: Karen@SteelMasterUSA.com



www.SteelMasterUSA.com
[Facebook](#) / [Twitter](#) / [YouTube](#)

①

From: Patricia Vega [mailto:VegaP@jcnj.org]
Sent: Thursday, March 17, 2016 10:34 AM
To: Karen Willis; barbara.smith@gsa.gov
Cc: Walter Kierce
Subject: QUOTE REQUEST
Importance: High

Good morning,

Please provide a GSA quote for:

QTY OF 2

ALPHA V SHOWER COMBO
28' X 6' BOX

Patricia Vega

From: Patricia Vega
Sent: Thursday, March 17, 2016 10:18 AM
To: 'dave@horizonstructures.com'
Cc: 'Walter Kierce'
Subject: QUOTE REQUEST

Importance: High

Tracking:

Recipient	Read
'dave@horizonstructures.com'	
'Walter Kierce'	Read: 3/17/2016 10:20 AM

Good morning,

2

Please provide a GSA quote for:

QTY OF 2

ALPHA V SHOWER COMBO
28' X 6' BOX

MD6 SHOWER, SINK & TOILET MODULE 32" X 32" SHOWER PAN, SOAP & SHAMPOO DISP, SS
CORNER SINK

FR125G FRESH WATER TANK 600 G CAPACITY

FR650G WASTE TANK 600 G CAPACITY

FRHVAC ROOF MOUNTED AC/HEAT W 5,500 BTU HEAT STRIP

FRAAWP ARCTIC PACKAGE

FREIGHT

Please email your quote by early next week.

Patricia M. Vega

CITY OF JERSEY CITY
DIVISION OF PURCHASING
394 Central Avenue, 2nd Floor
Jersey City, NJ 07307
o: (201)547-4278
e-mail: vegap@icnj.org



[Click Here for City of Jersey City Website](#)

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

City Clerk File No. Res. 16.233

Agenda No. 10.Z.2

Approved: _____

TITLE:



RESOLUTION AUTHORITY
FOR SECURITY GUARDS

WITHDRAWN

BYWAY SECURITY INC.

COUNCIL
OF THE FOLLOWING

AND MOVED ADOPTION

WHEREAS, the City Council has authorized the use of security guard services at various locations throughout the City;

to provide security guard services at various

WHEREAS, the City Council has authorized the use of competitive contracting provisions of N.J.S.A. 40A:11-4.1 et seq; and

competitive contracting

WHEREAS, the Municipal Council approved Resolution 13-482 on July 17, 2013, authorizing the use of competitive contracting for this purpose; and

WHEREAS, a first Request for Proposals was issued by the Department of Administration in August 2014, and four proposals were received on October 9, 2014; and

WHEREAS, pursuant to Resolution 15-291 dated April 22, 2015, all bids were rejected in order to substantially change the bid specifications by including wage and benefits standards for armed guards pursuant to federal standards; and

WHEREAS, a second Request for Proposals ("RFP") was issued by the Department of Administration in June 2015 which included the aforementioned standards; and

WHEREAS, on August 11, 2015, the City received eight proposals in response to its RFP; and

WHEREAS, the evaluation committee appointed by the Business Administrator judged the proposal submitted by Gateway Security Inc., located at 604 Market St., Newark, NJ 07105 ("Gateway") as best meeting the City's needs; and

WHEREAS, the committee has prepared and attached an evaluation report as required by N.J.S.A. 40A:11-4.1 et seq.; and

WHEREAS, Gateway has agreed to provide and deliver services in the manner specified by the Department of Administration; and

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

WHEREAS, the award of contract is contingent upon sufficient funds being appropriated in the CY2016 temporary and permanent budgets in the following account:

Department of Public Works / Administrative Services

Acct NO. 01-201-31-433-314 \$25,000.00

WHEREAS, the remaining contract funds will be made available in the CY 2016 temporary and permanent budgets;

(Continued on page 2)

**RESOLUTION AUTHORIZING A CONTRACT WITH GATEWAY SECURITY INC.
TITLE: FOR SECURITY GUARD SERVICES**

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

1. Pursuant to N.J.S.A 40A: 11-4.1 et seq., a contract is awarded to Gateway to provide the City with Security Guard services;
2. The term of the contract is three (3) years with the option to renew for two (2) additional one (1) year terms for a total of five (5) years commencing on the execution date of the contract by City officials;
3. The cost of the contract is \$1,796,586 for the first year, and a total of \$9,585,399 over five years;
4. Subject to such modifications as 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;
5. The resolution authorizing the award of this contract and contract itself shall be available for public inspection;
6. Notice of this action shall be published in a newspaper of general circulation within the municipality within 10 days of this award;
7. The award of this contract shall be subject to the condition that Gateway provides satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et seq.;
8. Upon certification by an official or employee of the City authorized to accept the services pursuant to the contract, that the services have been provided and that the requirements of the contract met, then; payment to the consultant shall be made in accordance with the provisions of the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et seq.; and
9. Pursuant to N.J.AC. 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 and in the subsequent calendar year budget.

(Continued on page 3)

WITHDRAWN

TITLE:

**RESOLUTION AUTHORIZING A CONTRACT WITH GATEWAY SECURITY INC.
FOR SECURITY GUARD SERVICES**

I, Donna Mauer Donna Mauer, Chief Financial Officer, certify that funds in the amount of \$25,000.00 are available in Account No. 01-201-31-433-314

PO #: 120724

APPROVED: Mark Re

[Signature]
AL FORM

APPROVED: [Signature]
Business Adminis:

WITHDRAWN

ration Counsel

RECOR			
COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI			
RAMCHAL			
BOGGIANO			

✓ Indicates Vote

APPROVED			
4.13.16			
PERSON	AYE	NAY	N.V.
MAN			
C, PRES.			

N.V.-Not Voting (Abstain)

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

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 CONTRACT WITH GATEWAY SECURITY INC. FOR SECURITY GUARD SERVICES.

Project Manager

Department/Division	DPW	Administrative Services
Name/Title	Steve Miller	Confidential Assistant
Phone/email	201-547-4904	stevcm@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 City of Jersey City ("City") has a need for a security guard services at various locations throughout the City.
- ❖ The City may acquire these services pursuant to the competitive contracting provisions of N.J.S.A. 40A:11-4.1
- ❖ A first Request for Proposals was issued by the Department of Administration in August 2014, and four proposals were received on October 9, 2014.
- ❖ Pursuant to Resolution 15-291 dated April 22, 2015, all bids were rejected in order to substantially change the bid specifications by including wage and benefits standards for armed guards pursuant to federal standards.
- ❖ A second Request for Proposals ("RFP") was issued by the Department of Administration in June 2015 which included the aforementioned standards.
- ❖ On August 11, 2015, the City received eight proposals in response to its RFP.
- ❖ The evaluation committee appointed by the Business Administrator judged the proposal submitted by Gateway Security Inc., located at 604 Market St., Newark, NJ 07105 ("Gateway") as best meeting the City's needs.

Cost (Identify all sources and amounts)

01-201-31-433-314 (unclassified Operating)
Contract amount =\$1,796,586.00
Temp. Encumbrancy =\$25,000.00

Contract term (include all proposed renewals)

The term of the contract is three (3) years with the option to renew for two (2) additional one (1) year terms for a total of five (5) years commencing on the execution date of the contract by City officials.

Type of award

RFP

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

Date



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: April 4, 2016
To: Peter Folgado, Purchasing Director
From: Mark Redfield, DPW Director
Subject: Recommendation Letter (Security Guard Services)

Please be advised, after a careful and thorough review of bids received for Security Guards Services on August 11, 2015, I recommend that the contract be awarded to:

**GATEWAY
604-608 MARKET STREET
NEWARK, NJ 07105**

**Total contract Amount = \$1,796,586.00
Temporary Encumbrancy =\$25,000.00**

Please proceed and utilize the following requisition listed below. Kindly draft the awarding resolution for the April 13th Council meeting.

REQ #	ACCOUNT NUMBER	AMOUNT
0174152	01-201-31-433-314(Operating account)	\$25,000.00

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
Bhavini Doshi, Asst. Corporation Counsel
Steve Miller, Confidential Assistant



MEMORANDUM

CITY OF JERSEY CITY

To: Council President Lavarro and Council Members
From: Christopher Kearns, Department of Public Safety
Re: Recommendation for Gateway Security Services at City Facilities
Date: April 4, 2016

After a thorough and open RFP process, using competitive contracting provision of the NJ public contracts law, the evaluation committee unanimously recommends Gateway Security be awarded the contract to provide security services, armed and unarmed, at City facilities.

The evaluation committee, as appointed by the Business Administrator, consisted of:

- Christopher Kearns, Department of Public Safety
- Wendy Razzoli, Municipal Courts
- Hector Ortiz, Department of Public Works
- Marco Vigil, Mayor's Office
- John Metro, Administration/Budget

As advisory members:

- Bhavini A. Doshi, Assistant Corporation Counsel
- Peter Folgado, Purchasing Agent

The City received eight responses to the RFP: APG, FJC, Gateway, Securitas, Spartan, United American, US Securities, and Vets. Each vendor was subject to the following evaluation process:

- Independent review and scoring according to evaluation criteria of each proposal
- Compilation of scores to determine the top four vendors
- Presentations made by the top four vendors
- Discussion amongst committee members to discuss impressions

- Independent review and evaluation of proposals followed with submission of matrix
- Selection of vendor

There were eighteen criteria identified in the RFP and were weighted as follows.

<u>Evaluation Criteria</u>	
Required Forms	10
Required Attachments/Documents	5
General Requirements (Section 3.2)	5
Requirements for Armed Police (Section 3.3)	5
Full Coverage	10
Personnel Policies and Procedures	10
Training	5
Understanding of Billing Documentation	10
Resumes/Job Description	5
Detailed Cost Proposal	15
Cost Appropriate to Project	10
Commitment to City's Living Wage Ordinance	10
Client Contact Information	5
Similar Sized Municipalities	2
Clients with Retired Police as Armed Guards	3
Use of Minority or Women Employees	5
MWBE	5
TOTAL	120

APG scored extremely well with our panel; however APG was more expensive and failed to score as well with the evaluation criteria. The committee was impressed with their history as well as their ability to deliver during emergency situations. APG scored 1014 out of 1200.

FJC met the majority of the criteria while displaying an impressive set of references and current clientele. However, over the life of their contract they were over two million dollars more expensive than Gateway. FJC scored 986 out of 1200.

Spartan did not do particularly well in evaluation with our panel, and failed to meet the expectations of the committee. Spartan scored 753 out of 1200.

Securitas met the majority of the City's requirements. However, their references warned us of some issues that caused concern. Securitas scored 913 out of 1200.

United American scored below average across our committee. Their inability to meet several of our criteria ultimately led to their elimination. United American scored 844 out of 1200.

US Security failed to meet our expectation on the evaluation form. They scored 844 out of a possible 1200, while costing Jersey City more every year under the proposal. US Security scored 861 out of 1200.

Vets also failed to meet expectations. They were unable to meet all of the criteria listed while proving to be more expensive than other vendors. They scored 870 out of 1200.

Financial Breakdown

<u>Vendor</u>	Year 1	Year 2	Year 3	Year 4	Year 5	Total 3 years	Total 5 years
APG	\$1,844,789	\$1,893,312	\$1,944,380	\$1,986,751	\$2,030,083	\$5,682,481	\$9,699,315
FJC	\$2,335,818	\$2,439,665	\$2,523,171	\$2,605,505	\$2,688,083	\$7,298,654	\$12,592,242
Gateway	\$1,796,586	\$1,857,749	\$1,920,008	\$1,976,538	\$2,034,518	\$5,574,343	\$9,585,399
Spartan	\$2,038,239	\$2,098,048	\$2,139,706			\$6,275,993	
US Security Associates	\$1,617,106	\$1,642,418	\$1,688,686			\$4,948,210	
Vets	\$2,049,889	\$2,084,210	\$2,112,705	\$2,141,257	\$2,171,448	\$6,246,804	\$10,559,509
Securitas	\$1,875,668	\$1,959,255	\$2,040,260			\$5,875,183	
United American	\$2,188,258	\$2,188,258	\$2,188,258			\$6,564,774	

After reviewing the responses, the Evaluation Committee met and determined to invite the top four finalists to the Municipal Courthouse to present directly to the committee, to personally introduce the vendor's team assigned to supervise the City's contract. The Committee met with the finalists on January 15th - 17th.

VENDORS

<u>Committee Members:</u>	APG	FJC	Gateway	Securitas	Spartan	United American	US Security	Vets
Wendy Razzoli	220	222	227	225	155	195	194	207
Wendy's Rank:	4	3	1	2	8	6	7	5
John Metro	218	220	230	188	145	178	176	175
John's Rank:	3	2	1	4	8	5	6	7
Hector Ortiz	120	130	120	130	110	120	130	120
Hector's Rank	4	1	4	1	8	4	1	4
Marcos Vigil	223	185	232	160	170	152	157	147
Marcos' Rank	2	3	1	5	4	7	6	8
Christopher Kearns	220	220	232	198	145	177	184	197
Christopher's Rank	2	2	1	4	8	7	6	5
Final Score	1014	986	1048	913	753	844	861	870
Rank	2	3	1	4	8	7	6	5

Gateway was judged by the Committee as clearly the best response. We were impressed by their comprehensive approach to their business, their dedication to their team as well as innovation and improvement in the field of Security. Some comments from the Committee members were:

I was thoroughly impressed with their overall presentation, and their ability to address any and all concerns as well as answer all questions from the panel. They displayed a clear vision of how a security system should be operated. Gateway met or exceeded the majority of our criteria, while reassuring the key aspects were addressed. They appeared to have an understanding that Jersey City is at the forefront of innovation and from a technological side, demonstrated a dedication to staying one step ahead of their competitors; while understanding and accounting for individuals of all generations. One of their key concepts is focused around visionary leadership. Through praising, managing, and clear vision, it allows them to anticipate future needs as well as development and growth. (Christopher Kearns)

Gateway provided in-depth insight to their use of technology and recruitment above their competitors. I found the current use of advanced technologies for communication, accountability and reporting services impressive. Displayed through a state-of-the-art security system, and a progressive ideology, Gateway has a clear outline for their future while rooted with an established history. They discussed the importance of developing a relationship with their employees and the City of Jersey City alike. They also discussed employee incentive programs and their aspirations to provide exemplary service. In addition, insight on cross training and their employee retention rate proved that their employees were well trained, and beyond satisfied with their employer. The ability for upward mobility was evident as well as their positive demeanor. (Wendy Razzoli)

There are several reasons why I have recommended Gateway to be the vendor choice for the City of Jersey City.

- 1) I was impressed by their ability to service like sized municipalities and regional facilities.
- 2) They laid out a very comprehensive transition plan that is designed specifically for Jersey City.
- 3) They provide addition employer incentive programs that appear to influence better services and retention.
- 4) Their use of technology and communications far exceed the other candidates.

I thank the other vendors for their time and consideration, but Gateway is my choice for the security services the City of Jersey City desire. (John Metro)

Gateway's response to RFP will be attached to the City's contract as a detailed description of their required scope of work.

cc: Mayor Fulop
Mark Albiez, Chief of Staff
Robert J. Kakoleski, Business Administrator
Committee Members

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

City Clerk File No. Res. 16.234

Agenda No. 10.Z.3

Approved: APR 13 2016



TITLE:

RESOLUTION AWARDING AN EMERGENCY OPEN-END CONTRACT TO LINCOLN RECYCLING LLC TO DISPOSE OF VARIOUS TYPES OF WASTE AND RECYCLING MATERIALS ON A MONTH-TO-MONTH BASIS NOT TO EXCEED THREE MONTHS FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF DIRECTOR'S OFFICE

Council offered and moved adoption of the following Resolution:

WHEREAS, the City of Jersey City (City), Department of Public Works, Division of Director's Office needs to hire a contractor to dispose of various types of waste and recycling materials; and

WHEREAS, some of the items are street sweeping debris, tree stumps, wood chips, tires, mattresses, Christmas trees; and

WHEREAS, Ordinance # 15.104 approved on August 19, 2015 authorized the dissolution of the Jersey City Incinerator Authority (JCIA) and the assumption of its functions and employees by the City's Department of Public Works; and

WHEREAS, the JCIA will cease business operations at the close of business on April 1, 2016; and

WHEREAS, certain categories of City waste materials, such as street sweeping debris, tree stumps, wood chips, tires, mattresses and Christmas trees, are being taken to a disposal facility known as Lincoln Recycling, LLC, with offices located 4711 Deil Ave., North Bergen, NJ 07047 ("Lincoln Recycling"); and

WHEREAS, it is necessary to award an emergency, open-end contract effective April 1, 2016 to Lincoln Recycling on a month-to-month basis not to exceed three months while the City advertises and receives bids for a new contract for the disposal of waste and recycling materials; and

WHEREAS, the Director of Public Works has notified the Purchasing Agent that an emergency exists because of the need to continue the disposal of certain categories of City waste without interruption in order to promote public health and safety, as outlined in the attached certification; and

WHEREAS, the New Jersey State Treasurer has determined that contracts awarded under emergency conditions pursuant to N.J.S.A. 40A:11-6 and N.J.A.C. 5:34-6.1 et seq. may be awarded without complying with the Pay to Play Law, N.J.S.A. 19:44A-20.4 et seq.; and

WHEREAS, Lincoln Recycling will provide these services for an amount not to exceed \$120,000.00; and

WHEREAS, funds in the amount of \$30,000.00 are available in the in Director's Office Operating Account No. 01-201-26-290-314.

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

(Continued on page 2)

TITLE: **RESOLUTION AWARDED AN EMERGENCY OPEN-END CONTRACT TO LINCOLN RECYCLING LLC TO DISPOSE OF VARIOUS TYPES OF WASTE AND RECYCLING MATERIALS ON A MONTH-TO-MONTH BASIS NOT TO EXCEED THREE MONTHS FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF DIRECTOR'S OFFICE**

- 1) Because of the above stated reasons which are incorporated herein, an emergency contract award to Lincoln Recycling, LLC, with offices located 4711 Dell Ave., North Bergen, NJ 07047 ("Lincoln Recycling") made pursuant to N.J.S.A. 40A:11-6 and N.J.A.C. 5:34-6.1 et seq. to dispose of various types of waste and recycling materials is hereby ratified;
- 2) The total cost of the open-end contract shall not exceed \$120,000.00;
- 3) The term of the contract shall be effective April 1, 2016 and shall continue on a month-to-month basis not to exceed three months;
- 4) The Director of the Department of Public Works shall reduce to writing his notification to the Purchasing Agent of the emergency and file it with the Purchasing Agent;
- 5) The purchasing agent shall file an emergency procurement report for this contract award with the Director of the Division of Local Government Services; and
- 6) The Purchasing Agent and Business Administrator are authorized to take such other actions as may be necessary to effectuate the purposes of this resolution;
- 7) The Chief Financial Officer shall prepare and execute certificates of available funds as orders are made during the term of the contract.

I, Donna Mauer, Donna Mauer, as Chief Financial Officer hereby certify that these funds are available in Director's Office Operating Account No. 01-201-26-290-314 for payment of this resolution.

PO # 120612

APPROVED: Mark Redfield
Mark Redfield, Director of Public Works

APPROVED AS TO LEGAL FORM: [Signature]

APPROVED: [Signature]
Business Administrator

Corporation Counsel
Certification Required
Not Required

APPROVED 7-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 4.13.16											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA		ABSENT	
RAMCHAL		ABSENT		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 AWARDING AN EMERGENCY OPEN-END CONTRACT TO LINCOLN RECYCLING LLC TO DISPOSE OF VARIOUS TYPES OF WASTE AND RECYCLING MATERIALS ON A MONTH-TO-MONTH BASIS NOT TO EXCEED THREE MONTHS FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF DIRECTOR'S OFFICE.

Project Manager

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

- ✦ Hire a contractor to dispose of various types of waste and recycling materials.
- ✦ Some of the items are street sweeping debris, tree stumps, wood chips, tires, mattresses, Christmas trees.
- ✦ The JCIA will cease business operations at the close of business on April 1, 2016.
- ✦ Ordinance # 15.104 approved on August 19, 2015 authorized the dissolution of the Jersey City Incinerator Authority (JCIA) and the assumption of its functions and employees by the City's Department of Public Works.
- ✦ It is necessary to award an emergency, open-end contract effective April 1, 2016 to Lincoln Recycling on a month-to-month basis not to exceed three months while the City advertises and receives bids for a new contract for the disposal of waste and recycling materials.

Cost (Identify all sources and amounts)

01-201-26-290-314 (Dir off Operating Account) Contract Amount = \$ 120,000.00 Temp. Encumbrancy = \$30,000.00

Contract term (include all proposed renewals)

Contract is valid for only three (3) months effective April 1 st , 2016.

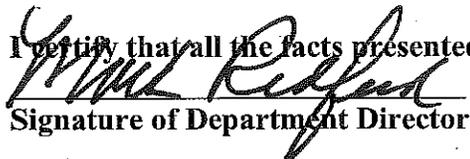
Type of award

Emergency Award

If "Other Exception", enter type

Additional Information

I certify that all the facts presented herein are accurate.


Signature of Department Director

3/29/16
Date

Signature of Purchasing Director

Date



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

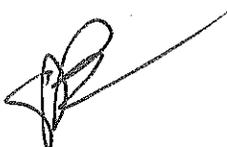


MARK REDFIELD
DIRECTOR

MEMORANDUM

Date: April 01, 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 Dispose of Various types of waste)

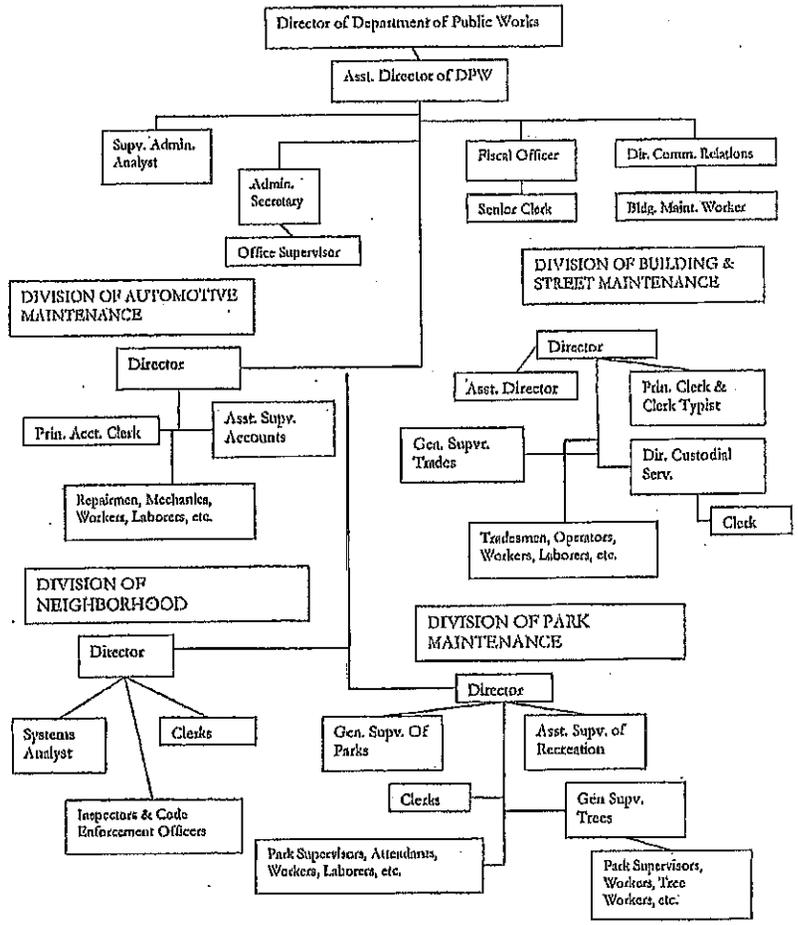
There exists a need for disposing of various types of waste and recycling materials. Some of the items are street sweeping debris, tree stumps, wood chips, tires, mattresses, Christmas trees. The JCIA will cease business operations at the close of business on April 1, 2016. Ordinance # 15.104 approved on August 19, 2015 authorized the dissolution of the Jersey City Incinerator Authority (JCIA) and the assumption of its functions and employees by the City's Department of Public Works.

CONTRACT FUNDING (2016)

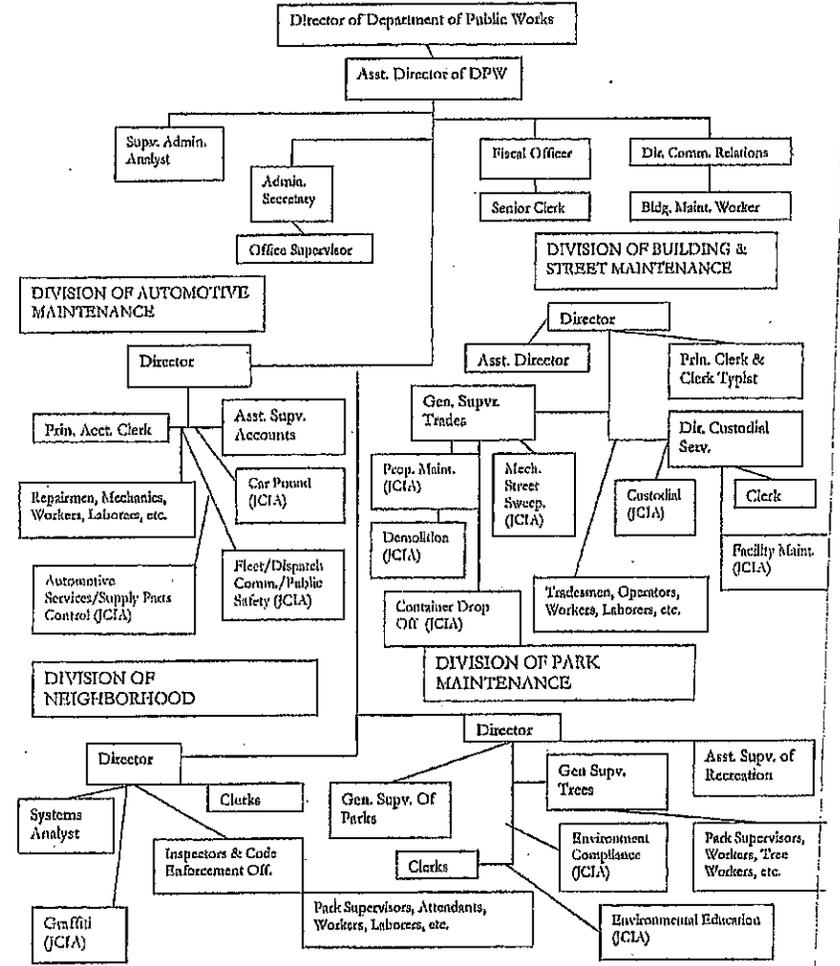
- ❖ Expenditure is drawn down from Director's Office operating account, 01-201-26-290-314.
- ❖ Contract is utilizing object # 314.
- ❖ Line object 314 is budgeted for \$15,189,250.00 in CY 2016 (various contracts).
- ❖ As of today (04/01/16), \$4,030,000.00 is encumbered and \$0.00 expended in object 314.
- ❖ Temporary budget amount for 314 is \$5,000,000.00, ending balance is \$970,000.00.
- ❖ The City spent \$470,000.00 in 2015 for such services.

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.



**DEPARTMENT OF PUBLIC WORKS
CURRENT TABLE OF ORGANIZATION**



**DEPARTMENT OF PUBLIC WORKS
PROPOSED TABLE OF ORGANIZATION**



March 7, 2016

City of Jersey City

Department of Public Works

13-15 Linden Avenue East 1 2nd Floor

Jersey City, NJ 07305

Mr. Baijnauth,

It was a pleasure meeting with you today, and thank you for the opportunity to present our facility to Jersey City DPW.

In March 2014 Lincoln Recycling Services LLC (Lincoln) purchased the bankrupt 4711 Dell Avenue TS/MRF. Since purchasing the facility, Lincoln has worked in concert with the Township of North Bergen, the Hudson County Utilities Authority, and the New Jersey Department of Environmental Protection to install improved environmental controls and implement consistent, responsible operational practices, to become a trustworthy community partner.

Proof as to the benefit of the above actions have been demonstrated through Lincoln's complaint free operating record. The facility improvements have also assisted our ability to fulfill commitments to provide for employment of local residents while positively contributing to our host community and the solid waste management district.

We currently are the only rail served MRF/disposal facility in Hudson County. Our facility keeps over 200 tractor trailers a week off the roads and out of our neighborhoods and school districts, thereby reducing the carbon foot print our customers have on the environment. We have been successful in becoming a progressive facility in Hudson County and feel that a "Progressive Community" like Jersey City would take pride partnering with a facility like ours.

As an owner of Lincoln Recycling Service, LLC I have roots in the Jersey City Community, I graduated from St. Peter's Prep, and attended St. Peter's College. Our facility is local and conscious to your needs while doing our very best to preserve the community and environment.

I have attached a pricing sheet that is effective April 2, 2016, and will be subject to a yearly review. If you have any questions please do not hesitate to contact me.

Thank you

James Francesco



March 7, 2016

City of Jersey City

Department of Public Works

13-15 Linden Avenue East 1 2nd Floor

Jersey City, NJ 07305

RE: 2016 Pricing

As of April 2nd 2016

1. C&D - \$79.21 per ton
2. Street Sweepings Debris- \$79.21 per ton
3. Tree Stumps and Parts - \$79.21 per ton
4. Wood Chips- \$60.00 PER TON
5. Tires- \$200.00 per ton
6. Type 10 non-putrescible - \$79.21 per ton
7. Mattresses- \$90 per ton
8. Mattresses indivial- \$15.00 each
9. Xmas Tress- \$7.00 per yard
10. White Goods - \$30.00 per ton rebate

If you have any questions, please do not hesitate to contact us.

Thank you

Lincoln Recycling Services, LLC



ERIC M. BERNSTEIN & ASSOCIATES, L.L.C.

ATTORNEYS AT LAW

EXECUTIVE SUMMARY
AS TO THE MERGER
OF THE JERSEY CITY IMPROVEMENT (JCIA)
INTO THE
CITY OF JERSEY CITY

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Post Office Box 4922
Warren, New Jersey 07059
(732) 805-3360
(732) 805-3346 (Facsimile)

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The JCIA performs many functions in the City of Jersey City (the "City"), most notably the collection and disposal of residential waste and disposal. In that same vein, the JCIA is responsible for monitoring compliance and enforcing City ordinances relative to solid waste disposal and recycling, as well as educating various groups and entities in the City on environmental issues. Among the JCIA's other functions are property maintenance in the form of coordinating clean-ups of City and privately owned vacant lots, providing container rentals for the disposal of construction and demolition debris, securing and storing impounded vehicles, providing mechanical street sweeping, removing graffiti, providing snow plowing and removal services and providing demolition services for unsafe buildings.

B. Description of the DPW

In contrast to the JCIA, the Jersey City Department of Public Works (the "DPW") is not a political body separate and distinct from the City but, rather, is a department of the City with powers given to it by the City by ordinance. The DPW performs numerous functions in the City, all of which are delegated to the DPW and set forth in Article IX of City Code. Per Article IX, the DPW is divided into several divisions, all of which have their own responsibilities, as well as their own department/division Directors.

One division is the Division of Automotive Maintenance. This division is responsible for supervision of the work done in all City garages or by contract for the storage, repair and maintenance of City owned vehicles. Its other functions involve operation of the City's motor pool and allocation of the use of the motor vehicles, equipment and apparatus in the motor pool, operation of a garage(s) for the storage, servicing, repair and maintenance of all City owned vehicles, maintenance of vehicle records and charging of all costs relative to such to the using department and operating and maintaining communication equipment.

Another division of the DPW is the Division of Buildings and Street Maintenance. That division is responsible for: (1) installing and maintaining traffic signals and other traffic control devices; (2) erecting barriers, ropes, lines, traffic cones and stanchions when necessary to control or regulate traffic emergencies, parades, crowds and gatherings; (3) constructing, installing, maintaining and repairing all traffic signs and traffic markings; (4) providing for the repair and maintenance of all public streets; (5) establishing standards and procedures for the control, use and care of all City owned equipment, materials and supplies in the custody of the Division; (6) supervising the performance of all contracts for public works related capital improvement projects and certifying the

amounts due and payable thereunder; (7) providing for the preparation of plans and specifications for the construction, repair, alteration and demolition of all City buildings and structures; (8) setting standards for the construction, reconstruction and maintenance of all facilities in or on public lands and rights of way; (9) providing for custodial services for all public buildings; and, (10) securing abandoned properties.

There is also a Division of Park Maintenance within the DPW. That division bears responsibility for planning and maintaining all facilities for recreational purposes offered by the City, administering the Clean Communities Program, trimming sidewalk trees, planting trees within public easement areas, issuing park usage permits and certifying costs to the Tax Collector on work performed on private property.

Finally, there is a Division of Neighborhood Improvement. This division has its own Director, as well as Neighborhood Managers. The duties of this division, and specifically the Neighborhood Managers, include: (1) directing the daily operations of all aspects of the Neighborhood Improvement Districts program within an assigned Neighborhood Improvement District; (2) acting as resident liaisons through scheduling and attending neighborhood meetings, soliciting input and program evaluation, soliciting service requests, producing work orders and monitoring City employee performance regarding said requests; (3) monitoring any public works contracts specifically designed to enhance a particular Neighborhood Improvement District for timely and satisfactory performance on a scheduled and random basis; (4) inspecting backfilling operation of street opening; and, (5) issuing summonses for violations of various City ordinances.

II. ORGANIZATIONAL STRUCTURE

A. Current JCIA Table of Organization

The current organization of the JCIA consists of a seven (7) member Board of Commissioners, a Chief Executive Officer, a General Counsel, various paid consultants, a Chief Executive Assistant, an Administration Department, a Fiscal/Accounting Department, a Director of Finance, a Deputy Executive Director of Administration, a Deputy Executive Director of Operations, an Assistant Executive Director of Administration and an Assistant Executive Director of Operations. Under the Assistant Executive Director of Administration is the Environmental Compliance Division, with its own Director, the Car Pound Division with its own Director; and, Facility Maintenance, Custodial and Environmental Education functions. Below the Assistant Executive Director of Operations is the Mechanical Street Sweeping Division, the Demolition Division, the Property Maintenance Division, the Container Service/Drop-Off Center Division, the Automotive Services/Supply Parts Control Division and the Fleet/Dispatch Communications/Public Safety Division, all of which each have their own Director. Under the Assistant Executive Director of Operation is also the Graffiti Task Force. Within each of the Departments and Divisions are various employees.

B. Current DPW Table of Organization

The current organization of the DPW consists of a Director of the DPW, under which are an Administrative Analyst, an Administrative Secretary, a Fiscal Officer, a Director of Community Relations, an Office Supervisor, a Senior Clerk and a Building Maintenance Worker. Within the DPW are a Division of Automotive Maintenance, a Division of Building and

Street Maintenance, a Division of Neighborhood Improvement and a Division of Park Maintenance, each with its own Director. Each of these Divisions and their Directors are created by ordinance. Below each Director are numerous executives and employees of each Division.

If the JCIA were to be merged into the DPW, the Car Pound, Fleet and Administrative Services aspects of the JCIA would come under the auspices of the DPW's Division of Automotive Maintenance. The Graffiti aspect of the JCIA would be folded under the current City Division of Neighborhood Improvement. The City's Division of Park Maintenance would then also encompass the JCIA's Environmental Compliance and Environmental Education departments. However, the largest part of the JCIA, where the largest part of the savings may also occur, hat of Property Maintenance/Demolition/Custodial/Faculty Maintenance/Container Drop Off and mechanical Street Sweeping would all come under the umbrella of the City's Division and Building and Street Maintenance. Additional savings could occur as to the outsourcing of some and/or all of the refuse collection and the elimination of the payment of transfer fees and related items.

III. POTENTIAL CONSOLIDATION ISSUES

I. What are the potential cost benefits of consolidation?

Consolidation of the JCIA and DPW would result significant cost saving to the City¹. In 2007, the JCIA had a staff of one hundred sixty two (162) employees, one hundred eighty-one (181) vehicles, utilized approximately twenty-five thousand (25,000) square feet of building space and approximately eighty thousand (80,000) square feet of parking space. The DPW had a staff of more than two hundred (200) employees, two hundred fifty (250) vehicles, utilized approximately forty-one thousand (41,000) square feet of building space and approximately sixty-five thousand (65,000) square feet of parking space. As a result of consolidation, the JCIA staff could be reduced by approximately thirty-four (34) employees and the DPW staff could be reduced by more than one hundred twenty-five (125) employees. In addition, a total of two hundred thirty-four (234) vehicles could be eliminated as a result of consolidation. Moreover, the significant amount of building and parking space utilized by the JCIA and the DPW could be dramatically reduced if consolidation occurs. For example, the JCIA's building space could be reduced by four thousand (4,000) square feet and its parking space reduced by twenty-eight thousand (28,000) square feet. Likewise, the DPW's utilized building space could be decreased by sixteen thousand (16,000) square feet and its parking space decreased by twenty-one thousand (21,000) square feet.

Studies indicate that the reduction in staff alone as a result of consolidation could save the City approximately Ten Million Five Hundred Forty Thousand Dollars (\$10,540,000). In addition, more than two and one half (2 ½) acres of land could be freed up after the consolidation. These savings do not even take into account the amounts saved in vehicles, materials, facilities and other avoided costs.

¹ The figures presented are based on an Operational Assessment Study completed in November 2007. It is assumed that the cost and efficiency savings resulting from a consolidation would be much higher now.

2. **What are the other benefits of consolidation?**

Aside from significant cost, asset and property savings, consolidation of the JCIA into the DPW would result in higher efficiency and better service for the City and its citizens. The functions of the JCIA and the DPW are very similar in nature, could easily be merged and even overlap in some respects. As described below, it is apparent that the responsibilities of the DPW and JCIA are sufficiently similar that, practically speaking, merger of the two could be accomplished without much difficulty.

After a review of the various functions listed earlier, it is abundantly evident that the automotive and property/demolition functions of the JCIA and the DPW overlap. It would be significantly more efficient to combine the two (2) automotive functions and delegate them to one (1) entity, using one (1) building under the control of the City. The consolidated entity could easily be responsible for both securing and storing impounded vehicles and maintaining and supervising the City's motor pool. Similarly, there is no reason for two (2) separate entities to be involved with demolition and/or construction on City buildings and structures. It is much more efficient, and logical, for one (1) entity to be responsible for all services related to demolition and construction for all buildings in the City; again, that being the City.

Likewise, the DPW Division of Park Maintenance and Division of Neighborhood Improvement closely resemble the functions of the JCIA's Property Maintenance Division and Environmental Compliance and Education Divisions. The Divisions of Park Maintenance and Neighborhood Improvement perform functions very similar to the functions being performed by various arms of the JCIA. As with the automotive and property/demolition functions, these duties are more properly exercised by one (1) entity, as set forth in the proposed Table of Organization after Consolidation, with the City being such an entity. More importantly, under the current organization, the two (2) entities perform very similar functions with no accountability to each other and no requirement that any similar services and/or projects be coordinated; each entity is doing its own thing without regard to what the other may be doing. There is no doubt that such non-communication between entities performing similar functions is inefficient and could result in duplication of efforts and/or conflict. This potential problem is clearly eliminated if the two (2) entities are consolidated into the City's DPW.

3. **Merging the Functions of the JCIA into the City's DPW**

It is the author's fervent belief that the most appropriate option as to the consolidation of the JCIA and the Jersey City DPW would be to eliminate the JCIA and merge the functions it is currently handling under the auspices of the City's DPW and/or a newly named umbrella department, such as Department of Environmental Protection and Public Works, for example. This would eliminate all of the Civil Service layoff issues and the issue of an autonomous agency handling what would have previously been City functions. The JCIA Board would no longer exist and the costs of running the autonomous agency would equally be eliminated (attorney, board counsel, special counsel, auditor, insurance broker, etc) at a savings to the citizens and residents of the City.

The limitations with respect to what a municipality may do with an incinerator authority are contained in N.J.S.A. 40:66A-4(e) and N.J.S.A. 40:66A-27 of the Incinerator Authorities Law, (N.J.S.A. 40:66A-1 et seq.) in conjunction with the Local Authorities Fiscal Control Law, (N.J.S.A. 40A:5A-1 et seq.).

In 1983, the Legislature enacted the Local Authorities Fiscal Control Law, N.J.S.A. 40A:5A-1 et seq. The purpose of the law is to maintain, support and promote the financial integrity and stability of local authorities. N.J.S.A. 40A:5A-3 defines an "authority" as a body, public and corporate, created by one or more municipalities pursuant to any law authorizing that creation, which law provides that the public body has at least the power to adopt and use a corporate seal, to sue and be sued, to acquire and hold real or personal property for its purpose and to provide for and secure the payment of its bonds or other obligations. The JCIA clearly fits within this definition. N.J.S.A. 40A:5A-20 states that:

"Notwithstanding the provisions of any other law to the contrary the governing body of a local unit which has established an authority shall have the power, and is authorized by ordinance, to dissolve the authority, except that the ordinance must be approved by the Local Finance Board prior to adoption. The Local Finance Board shall approve the dissolution if it finds that the ordinance makes adequate provision in accordance with a bond resolution or otherwise for the payment of all creditors or obligees of the authority and that adequate provision is made for the assumption of those services provided by the authority which are necessary for the health, safety and welfare of the recipients of those services. In the event that an authority has obligations outstanding at the time of the taking effect of the ordinance, the local unit dissolving the authority is authorized to either issue obligations in furtherance of the dissolution or assume responsibility for and payment of the obligations of the authority being dissolved. In addition, if an authority created by a local unit is dissolved and has obligations outstanding at the time that the ordinance to dissolve the authority takes effect, an existing authority which serves the same local unit is authorized to issue obligations in furtherance of the dissolution or to assume the responsibility for and payment of the obligations of the authority being dissolved."

No such assumption of responsibility for and payment of the obligations of the dissolved authority shall be effective until the local unit or the existing authority proposing to undertake such assumption determines, by resolution of the governing body setting forth facts that constitute the basis for the determination, that such assumption will be a cost effective means of meeting those obligations as compared with the issuance of obligations of the local unit or of the existing authority, and transmits a certified copy of the resolution to the Local Finance Board. There are numerous additional details in that statute regarding how the assumption is to occur.

For purposes of the instant issue, one important provision in that cited statute states that, notwithstanding the provisions of any other law, rule or regulation to the contrary, if in order to make adequate provision for the payment of outstanding obligations of an authority being dissolved, the local unit determines, with the approval of the Local Finance Board, to assume the responsibility and payment of the obligations of such authority, the local unit "is hereby authorized, for so long as any bonds issued by the authority being dissolved remain outstanding, to exercise directly all of the powers of such authority, as if it had not been dissolved including the power and authority to assume the responsibility and payment of such outstanding obligations on the same terms and conditions as the outstanding authority obligations and to exercise all rights under any law..."

A logical interpretation of the statute is that it gives a municipality the power to dissolve an authority where that power does not otherwise exist. A contrary reading would make the statute redundant if the power to dissolve is given pursuant to another statute. Therefore, if



ERIC M. BERNSTEIN & ASSOCIATES, L.L.C.

ATTORNEYS AT LAW

**EXECUTIVE SUMMARY
AS TO THE MERGER
OF THE JERSEY CITY IMPROVEMENT (JCIA)
INTO THE
CITY OF JERSEY CITY**

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3. **Merging the Functions of the JCIA into the City's DPW**

It is the author's fervent belief that the most appropriate option as to the consolidation of the JCIA and the Jersey City DPW would be to eliminate the JCIA and merge the functions it is currently handling under the auspices of the City's DPW and/or a newly named umbrella department, such as Department of Environmental Protection and Public Works, for example. This would eliminate all of the Civil Service layoff issues and the issue of an autonomous agency handling what would have previously been City functions. The JCIA Board would no longer exist and the costs of running the autonomous agency would equally be eliminated (attorney, board counsel, special counsel, auditor, insurance broker, etc) at a savings to the citizens and residents of the City.

The limitations with respect to what a municipality may do with an incinerator authority are contained in N.J.S.A. 40:66A-4(e) and N.J.S.A. 40:66A-27 of the Incinerator Authorities Law, (N.J.S.A. 40:66A-1 et seq.) in conjunction with the Local Authorities Fiscal Control Law. (N.J.S.A. 40A:5A-1 et seq.).

In 1983, the Legislature enacted the Local Authorities Fiscal Control Law, N.J.S.A. 40A:5A-1 et seq. The purpose of the law is to maintain, support and promote the financial integrity and stability of local authorities. N.J.S.A. 40A:5A-3 defines an "authority" as a body, public and corporate, created by one or more municipalities pursuant to any law authorizing that creation, which law provides that the public body has at least the power to adopt and use a corporate seal, to sue and be sued, to acquire and hold real or personal property for its purpose and to provide for and secure the payment of its bonds or other obligations. The ICIA clearly fits within this definition. N.J.S.A. 40A:5A-20 states that:

"Notwithstanding the provisions of any other law to the contrary the governing body of a local unit which has established an authority shall have the power, and is authorized by ordinance, to dissolve the authority, except that the ordinance must be approved by the Local Finance Board prior to adoption. The Local Finance Board shall approve the dissolution if it finds that the ordinance makes adequate provision in accordance with a bond resolution or otherwise for the payment of all creditors or obligees of the authority and that adequate provision is made for the assumption of those services provided by the authority which are necessary for the health, safety and welfare of the recipients of those services. In the event that an authority has obligations outstanding at the time of the taking effect of the ordinance, the local unit dissolving the authority is authorized to either issue obligations in furtherance of the dissolution or assume responsibility for and payment of the obligations of the authority being dissolved. In addition, if an authority created by a local unit is dissolved and has obligations outstanding at the time that the ordinance to dissolve the authority takes effect, an existing authority which serves the same local unit is authorized to issue obligations in furtherance of the dissolution or to assume the responsibility for and payment of the obligations of the authority being dissolved."

No such assumption of responsibility for and payment of the obligations of the dissolved authority shall be effective until the local unit or the existing authority proposing to undertake such assumption determines, by resolution of the governing body setting forth facts that constitute the basis for the determination, that such assumption will be a cost effective means of meeting those obligations as compared with the issuance of obligations of the local unit or of the existing authority, and transmits a certified copy of the resolution to the Local Finance Board. There are numerous additional details in that statute regarding how the assumption is to occur.

For purposes of the instant issue, one important provision in that cited statute states that, notwithstanding the provisions of any other law, rule or regulation to the contrary, if in order to make adequate provision for the payment of outstanding obligations of an authority being dissolved, the local unit determines, with the approval of the Local Finance Board, to assume the responsibility and payment of the obligations of such authority, the local unit "is hereby authorized, for so long as any bonds issued by the authority being dissolved remain outstanding, to exercise directly all of the powers of such authority, as if it had not been dissolved including the power and authority to assume the responsibility and payment of such outstanding obligations on the same terms and conditions as the outstanding authority obligations and to exercise all rights under any law..."

A logical interpretation of the statute is that it gives a municipality the power to dissolve an authority where that power does not otherwise exist. A contrary reading would make the statute redundant if the power to dissolve is given pursuant to another statute. Therefore, if

dissolution is, in fact, permitted by law and the above cited statute seems to directly resolve the issue of how to handle any bonds, debts or obligations the JCIA has outstanding.

Any prospective merger ordinance could not be adopted/approved in "final" form unless several issues are allowed and are successfully concluded:

(1) A determination will have to be made as to whether the City will be assuming any debt and/or other financial obligations of the JCIA; without any additional obligations being promulgated; or, whether the City will issue separate obligations to cover the existing obligations on behalf of the JCIA;

(2) The City must pass a resolution which clearly and completely delineates detailed facts evidencing why the assumption of payment responsibilities is a cost effective means of meeting the outstanding JCIA obligations as compared to the issuance of new separate obligations of the City.

(3) There must be at least one (1) public hearing on the assumption issue before the City Council prior to the adoption of the resolution mentioned above.

(4) There must also be the passage of any and/or all bond ordinances for the issuance of any new obligations by the City and/or as to the assumption of the JCIA obligations by the City;

(5) A review of all of the bond ordinances of the JCIA, as well as all other indebted obligations of the JCIA, since any such City ordinance must address payment of creditors and obliges in accordance with any City bond ordinance; and,

(6) The approval of the State Local Finance Board of such consolidation under the previously mentioned Local Authorities Law.

Obviously, such a consolidation can occur and bring all of the operations in question under the City umbrella.

The issue of existing JCIA employees would have to be addressed as to whether any of them should be brought into the City's employ. In light of other employment issues facing the City, the number of JCIA employees considered for hiring should be minimal at best to insure appropriate functioning of this new department.

Conclusion

In conclusion, while there may be numerous issues (and potential problems) to be addressed, the proposed consolidation can certainly take place and based on projections provided to the City, could save the City millions (possibly tens of) of dollars.

The elimination of a separate entity with its own duplicative structure as to separate administration, professional services, payroll, purchasing and board would, by its very happenstance, save the taxpayers of Jersey City large amounts of taxpayer dollars. Further, the merging of services would not only achieve economies of scale, but eliminate a large amount of existing duplications with only one (1) entity handling the services that two (2) entities are presently conducting. A streamlined organization with significantly fewer overall employees

with better coordination can only help as to both a service providing situation, but a financial one as well. As government is continued to be required to reassess and revise itself, the elimination of an autonomous entity which can now more clearly fall within the jurisdiction of the City is in the best interest of all concerned. Finally, the expansion of certain services within the auspices of the City, most notably refuse collection and related enforcement, could provide an untapped revenue stream previously un-obtained by both the City and the JCIA.

As the City pursues this avenue of merger, this office stands ready, willing and able to assist all parties in their endeavor to move this matter forward and bring it to fruition at the earliest possible opportunity.

Respectfully Submitted,
ERIC M. BERNSTEIN & ASSOCIATES, L.L.C.

By: _____
Eric M. Bernstein, Esq.

ADDENDUM

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

City Clerk File No. Res. 16-235

Agenda No. 10.Z.4

Approved: APR 13 2016

TITLE:



RESOLUTION ACCEPTING THE ASSIGNMENT OF CERTAIN CONTRACTS FROM THE JERSEY CITY INCINERATOR AUTHORITY UPON DISSOLUTION

COUNCIL
ADOPTION OF THE FOLLOWING RESOLUTION:

OFFERED AND MOVED

WHEREAS, on October 15, 2015, the City of Jersey City (the "City") adopted an ordinance to dissolve the Jersey City Incinerator Authority (the "JCIA") and merge its functions into the City's Department of Public Works ("DPW"); and

WHEREAS, as of April 1, 2016 the Jersey City Incinerator Authority is formally dissolved, and all its business matters officially closed; and

WHEREAS, the City desires to ensure a smooth transition of services for City residents, and JCIA contractors and vendors, and

WHEREAS, to ensure such transition, the City has reviewed the JCIA's contracts and determined that certain contracts must be assigned to the City pursuant to contract terms and conditions, and to ensure ongoing and uninterrupted delivery of critical services; and

WHEREAS, the following contracts have been evaluated and should be assigned:

- a.) Contract with Regional Industries, LLC for Night Solid Waste/Recycling Material Collection Services, which term runs May 1, 2015 through April 30, 2020 at a cost of \$9,197,000 per year, for which funds in the amount of \$2,000,000.00 are available in the Department of Public Works / Division of Director's Office, Account No.01-201-26-290-314.
- b.) Contract with Atlantic Coast Fibers for Disposition of Mixed Paper & Commingled Recycling Materials, which term runs April 1, 2015 through March 31, 2018, with up to two additional one-year renewal options, for which the City shall be paid monies each month pursuant to the amount of recyclables collected, and for which funds will be deposited into Department of Public Works / Division of Director's Office, Account No.01-201-26-290-314.
- c.) Contract with Hodulik & Morrison for External Auditing Services for the year ending December 31 2015, which term runs one year, from September 29, 2015 through September 28, 2016 at a cost of \$26,000.00 for which funds in the amount of \$ 56,000.00 are available in the Department of Administration / Division of Management and Budget / Annual Audit, Account No.01-201-20-135-312.
- d.) Contract with Jersey City Housing Authority for Roll-Off Container Service for the Removal and Disposal of Bulk Debris, which term runs November 10, 2014 through November 9, 2016, for which the City shall be paid monies on a time and material basis pursuant to the service rates set forth in the Contract, and which funds will be deposited into Department of Public Works / Division of Director's Office, Account No.01-201-26-290-314.

(Continued on page 2)

TITLE:

RESOLUTION ACCEPTING THE ASSIGNMENT OF CERTAIN CONTRACTS FROM THE JERSEY CITY INCINERATOR AUTHORITY UPON DISSOLUTION

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

- 1) As a result of the dissolution of the JCIA, the City accepts the aforementioned contracts through assignment.
- 2) After review and/or modification by Corporation Counsel, the Mayor and Business Administrator are authorized to execute any documents necessary to effectuate the purpose of this resolution.

I, Donna Mauer Donna Mauer, as Chief Financial Officer, hereby certify that these funds are available for these expenditures in for payment of the above resolution.

Regional Industries, Account No. 01-201-26-290-314 #120613

Atlantic Coast Fibers, Account No. 01-201-26-290-314

Hodulik & Morrison, Account No. 01-201-20-135-312

Jersey City Housing Authority, Account No.01-201-26-290-314

MR/sb
April 1, 2016

APPROVED: Mark Redfern 4/1/16

APPROVED AS TO LEGAL FORM [Signature]

APPROVED: [Signature]
Business Administrator

Corporation Counsel

Certification Required
Not Required

APPROVED 7-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE <u>4.13.16</u>											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	ABSENT		
RAMCHAL	ABSENT			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 ACCEPTING THE ASSIGNMENT OF CERTAIN CONTRACTS FROM THE JERSEY CITY INCINERATOR AUTHORITY UPON DISSOLUTION.

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.)

Contract Purpose

- ❖ on October 15, 2015, the City of Jersey City (the "City") adopted an ordinance to dissolve the Jersey City Incinerator Authority (the "JCIA") and merge its functions into the City's Department of Public Works
- ❖ as of April 1, 2016 the Jersey City Incinerator Authority is formally dissolved, and all its business matters officially closed
- ❖ the City desires to ensure a smooth transition of services for City residents, and JCIA contractors and vendors
- ❖ to ensure such transition, the City has reviewed the JCIA's contracts and determined that certain contracts must be assigned to the City pursuant to contract terms and conditions, and to ensure ongoing and uninterrupted delivery of critical services.

Cost (Identify all sources and amounts)

Contract term (include all proposed renewals)

[Empty box for Cost]

[Empty box for Contract term]

Type of award **Assignment of Contracts Resolution**

If "Other Exception", enter type [Empty box]

Additional Information

[Empty box for Additional Information]

Mark Redfield

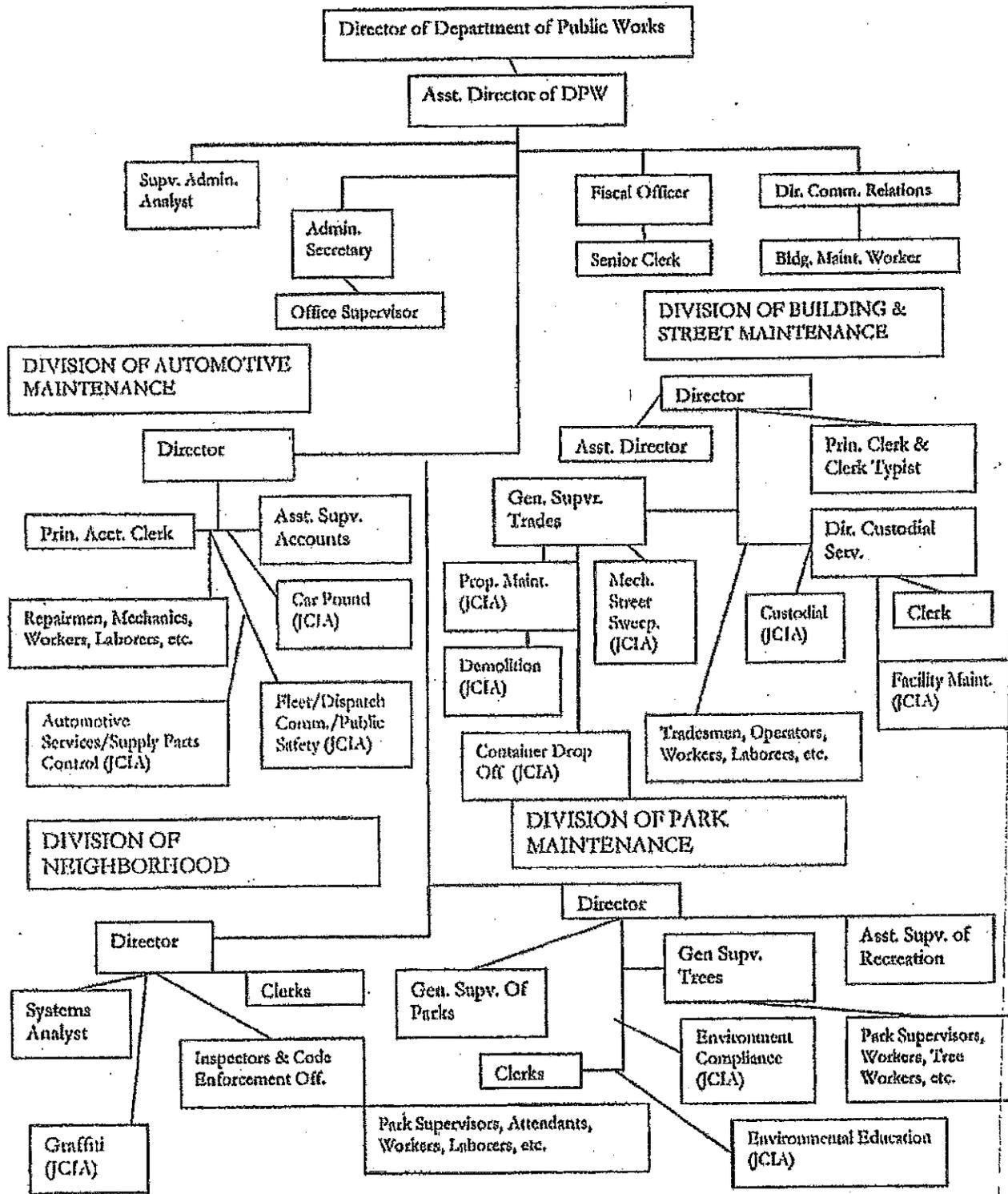
 Signature of Department Director

4/11/16

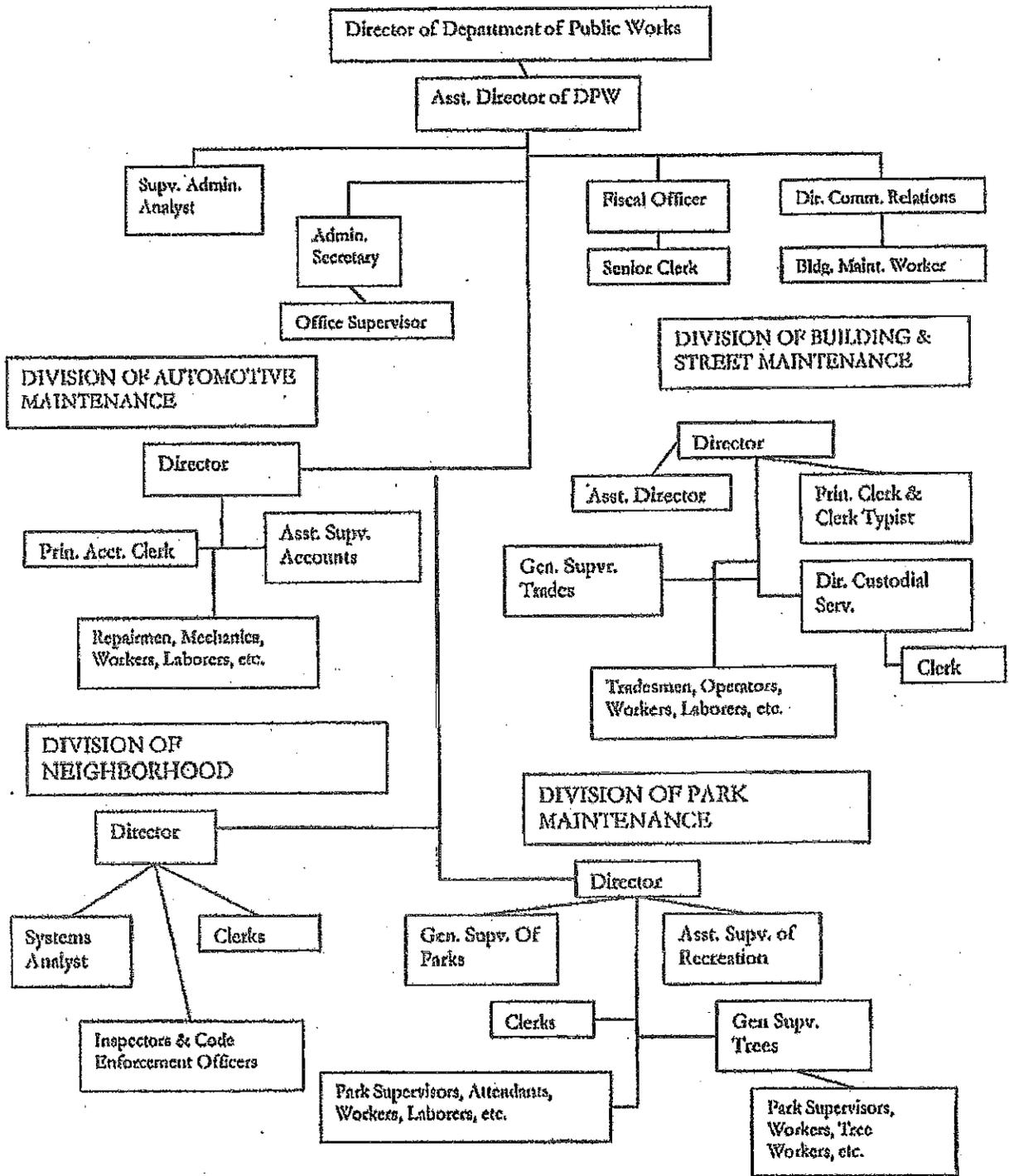
 Date

 Signature of Purchasing Director

 Date



**DEPARTMENT OF PUBLIC WORKS
PROPOSED TABLE OF ORGANIZATION**



**DEPARTMENT OF PUBLIC WORKS
CURRENT TABLE OF ORGANIZATION**

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

City Clerk File No. Res. 16.236

Agenda No. 10.Z.5

Approved: APR 13 2016

TITLE:



RESOLUTION AUTHORIZING A CHANGE ORDER INCREASING THE AMOUNT OF A CONTRACT WITH CINTAS FIRST AID & SAFETY CORPORATION FOR THE RENTAL OF UNIFORMS FOR THE DEPARTMENT OF PUBLIC WORKS THROUGH THE U.S. COMMUNITIES GOVERNMENT PURCHASING ALLIANCE

COUNCIL offered and moved adoption of the following resolution:

WHEREAS, Resolution No. 14.767, approved on November 25, 2014, awarded a one-year contract in the amount of \$41,590.12 to **Cintas First Aid & Safety Corporation (Cintas)** for the rental of uniforms for the City of Jersey City (City), Department of Public Works; and

WHEREAS, the contract was awarded pursuant to N.J.S.A. 52:34-6.2 because Cintas was awarded a contract by the U.S. Communities Government Purchasing Alliance; and

WHEREAS, the bid specifications provided the City with the option to renew the contract for two additional one-year periods; and

WHEREAS, the contractor has been performing the services in an effective and efficient manner; and

WHEREAS, Resolution # 15-879 approved on December 16, 2015 exercised the first option and renewed the contract for a one year period effective as of December 1, 2015 to November 30, 2016; and

WHEREAS, the total cost of the renewal contract is \$41,590.12; and

WHEREAS, Ordinance # 15.104 approved on August 19, 2015 authorized the dissolution of the Jersey City Incinerator Authority (JCIA) and the assumption of its functions and employees by the City's Department of Public Works; and

WHEREAS, the JCIA will cease business operations at the close of business on April 1, 2016; and

WHEREAS, it is necessary to amend the City's contract with Cintas to provide uniforms to the employees of the JCIA who will become employees of the Department of Public Works; and

WHEREAS, Cintas First Aid and Safety agrees to provide these uniforms for an amount not to exceed amount of \$40,000.00; and funds are available in Director's Office Operating Account No. 01-201-26-290-215; and

WHEREAS, this change order increases the total contract from \$41,590.12 to \$81,590.12;

(Continued on page # 2)

TITLE:

RESOLUTION AUTHORIZING A CHANGE ORDER INCREASING THE AMOUNT OF A CONTRACT WITH CINTAS FIRST AID & SAFETY CORPORATION FOR THE RENTAL OF UNIFORMS FOR THE DEPARTMENT OF PUBLIC WORKS THROUGH THE U.S. COMMUNITIES GOVERNMENT PURCHASING ALLIANCE

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

1. A change order in the amount of \$40,000.00 is hereby approved increasing the total contract amount from \$41,590.12 to \$81,590.12; and
2. A notice of this change order shall be published in a newspaper of general circulation in the City of Jersey City as required by law.

I, Donna Mauer, Donna Mauer, as Chief Financial Officer hereby certify that these funds are available in Director's Office Operating Account No. 01-201-26-290-215 for payment of this resolution.

PO # 119855

MR/sb
March 11, 2016

APPROVED: Mark Redfield APPROVED AS TO LEGAL FORM
Mark Redfield, DPW Director

APPROVED: _____ Corporation Counsel
Business Administrator
Certification Required
Not Required

APPROVED 7-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 4.13.16											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA		ABSENT	
RAMCHAL		ABSENT		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

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Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING A CHANGE ORDER INCREASING THE AMOUNT OF A CONTRACT WITH CINTAS FIRST AID & SAFETY CORPORATION FOR THE RENTAL OF UNIFORMS FOR THE DEPARTMENT OF PUBLIC WORKS THROUGH THE U.S. COMMUNITIES GOVERNMENT PURCHASING ALLIANCE.

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.)

Contract Purpose

- ❖ There exists a need for additional uniforms for the JCIA crew.
- ❖ Amending current contract.
- ❖ For about 90 employees.
- ❖ The JCIA will cease business operations at the close of business on April 1, 2016.
- ❖ It is necessary to amend the City's contract with Cintas to provide uniforms to the employees of the JCIA who will become employees of the Department of Public Works.
- ❖ Cintas is part of the US Communities Government Purchasing Alliance.

Cost (Identify all sources and amounts)

01-201-26-290-215(Dir Office Operating Account)
Contract Amount =\$81,590.12

Contract term (include all proposed renewals)

This contract is only valid through 11/30/16.
One option remaining to exercise for renewal.

Type of award **Change Order Resolution**

If "Other Exception", enter type

Additional Information

Ordinance # 15.104 approved on August 19, 2015 authorized the dissolution of the Jersey City Incinerator Authority (JCIA) and the assumption of its functions and employees by the City's Department of Public Works.

Mark Redfield
Signature of Department Director 3/29/16
Date

Signature of Purchasing Director Date



**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



STEVEN M. FULOP
MAYOR OF JERSEY CITY

MARK REDFIELD
DIRECTOR

MEMORANDUM

Date: April 01, 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 Uniform rental)

There exists a need for uniform rental. Resolution No. 14.767, approved on November 25, 2014, awarded a one-year contract in the amount of \$41,590.12 to **Cintas First Aid & Safety Corporation (Cintas)** for the rental of uniforms for the City of Jersey City. It is necessary to amend the City's contract with Cintas to provide uniforms to the employees of the JCIA who will become employees of the Department of Public Works. Cintas First Aid and Safety agrees to provide these uniforms for an amount not to exceed amount of \$40,000.00.

The JCIA will cease business operations at the close of business on April 1, 2016. Ordinance#15.104 approved on August 19, 2015 authorized the dissolution of the Jersey City Incinerator Authority (JCIA) and the assumption of its functions and employees by the City's Department of Public Works.

CONTRACT FUNDING (2016)

- ❖ Expenditure is drawn down from Director's Office operating account, 01-201-26-290-215.
- ❖ Contract is utilizing object # 215.
- ❖ Line object 215 is budgeted for \$90,000.00 in CY 2016.
- ❖ As of today (04/01/16), \$1,672.66 is open encumbered and \$10,227.34 expended in object 215.
- ❖ Temporary budget amount for 215 is \$22,700.00, ending balance is \$10,800.00.
- ❖ The City spent \$60,000.00 in 2015 for such services.

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. 16.237

Agenda No. 10.Z.6

Approved: APR 13 2016

TITLE:



RESOLUTION AUTHORIZING AN AWARD OF CONTRACT TO ZOLAND CORP. FOR THE MAINTENANCE AND REPAIR SERVICES OF LIGHT & MEDIUM VEHICLES FOR THE DEPARTMENT OF PUBLIC WORKS, AUTOMOTIVE DIVISION

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, maintenance and repair services are needed for the City of Jersey City's ("City") light and medium duty fleet of vehicles for the Department of Public Works, (including Parking and Incinerator Divisions); 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, Zoland Corp., 1742 JFK Boulevard, Jersey City, New Jersey 07305 is in possession of State Contract A40850, and will provide maintenance and repair services to the light and medium duty vehicles; and

WHEREAS, funds are available for this contract in the Operating Account;

Acct #	P.O. #	State Contract	Total Contract	Temp Enc
01-201-26-315-310	120556	A40850	\$350,000.00	\$30,000.00

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 Zoland Corp. for the maintenance and repairs of light and medium duty vehicles.
2. The total contract amount is \$350,000.00.
3. The contract is awarded without public bidding pursuant to N.J.S.A. 40A:11-12.
4. The term of the contract shall be effective on April 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)

TITLE:

RESOLUTION AUTHORIZING AN AWARD OF CONTRACT TO ZOLAND CORP. FOR THE MAINTENANCE AND REPAIR SERVICES OF LIGHT & MEDIUM VEHICLES FOR THE DEPARTMENT OF PUBLIC WORKS, AUTOMOTIVE DIVISION

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

WHEREAS, funds are available for this contract in the Operating Account.

Acct #	P.O. #	State Contract	Total Contract	Temp Enc
01-201-26-315-310	120556	A40850	\$350,000.00	\$30,000.00

Approved by Peter Folgado, Director of Purchasing
RPPO, QPA

3/30/16
Date

PF/pv
3/28/16

APPROVED: _____

APPROVED AS TO LEGAL FORM _____

APPROVED: _____
Business Administrator

Corporation Counsel

Certification Required

Not Required

APPROVED 7-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE <u>4.13.16</u>											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA		ABSENT	
RAMCHAL		ABSENT		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



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: March 29, 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 Maintenance and repair services)

There exists a need for various OEM and Non OEM maintenance and repair services for light and medium duty vehicles. Zoland Corporation possesses state contract (A40850). The total of this contract will not exceed \$350,000.00. 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 \$30,000.00 worth of OEM and non OEM maintenance and repair services, 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 Automotive Maintenance operating account, 01-201-26-315-310.
- ❖ Contract is utilizing object # 310.
- ❖ Line object 310 is budgeted for \$2,315,000.00 in CY 2016 (various contracts).
- ❖ As of today (03/29/16), \$587,348.91 is encumbered in object 310.
- ❖ Temporary budget amount for 310 is \$697,000.00, ending balance is \$109,651.09.
- ❖ DPW spent about \$400,000.00 in 2015 for various light and medium duty vehicles repairs.

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.

T-0126: OEM & NON-OEM MAINTENANCE & REPAIR SRVCS FOR LIGHT/MEDIUM DUTY VEHICLES
REGION 3 - HUDSON COUNTY
A40850

CONTRACT LINE AWARD COMPARISON

	LINE 59 CHASSIS PREVENTIVE MAINTENANCE	LINE 61 CHASSIS MAJOR REPAIRS	LINE 62 TRUCK BODY REPAIRS	LINE 70 GAUGE REPAIRS	LINE 71 REPAIRS: SEATS
HY-WAY TOWING & COLLISION JERSEY CITY, NJ	NOT AVAIL	NOT AVAIL	X	NOT AVAIL	X
ZOLAND CORP. JERSEY CITY, NJ	X	X	X	X	X

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 ZOLAND CORPORATION FOR THE MAINTENANCE AND REPAIR SERVICES OF LIGHT & MEDIUM VEHICLES FOR THE DEPARTMENT OF PUBLIC WORKS, AUTOMOTIVE DIVISION.

Project Manager

Department/Division	DPW	Automotive Maintenance
Name/Title	Hector Ortiz	Asst. DPW Director
Phone/email	201-547-4422	Ortizh@jenj.org

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

Contract Purpose

- ❖ There exists a need for OEM and Non OEM maintenance and repair services for light and medium duty vehicles.
- ❖ The City's fleet is about 1,300 vehicles.
- ❖ Includes JCPA and JCIA vehicles.
- ❖ Includes chassis preventive, engine work, and repair and replace engines not covered under warranty.
- ❖ State Contract vendor.

Cost (Identify all sources and amounts)

01-201-26-315-210 (Automotive Operating Account)
 Contract Amount = \$350,000.00
 Temporary Encumbrance = \$30,000.00

Contract term (include all proposed renewals)

This contract is only valid through 12/31/16. It is a state contract.

Type of award

If "Other Exception", enter type

Additional Information

I certify that all the facts presented herein are accurate.
 Signature of Department Director *[Signature]* Date 03/29/16
 Signature of Purchasing Director *[Signature]* Date 3/30/16



New Jersey Division of Revenue

Revenue NJBGS

**On-Line Business Registration Certificate
Service**

CERTIFICATE NUMBER 0068006 FOR ZOLAND CORP. IS VALID.



STATE OF NEW JERSEY
 PROCUREMENT BUREAU
 83 WEST STATE ST 8TH FL TRENTON, NJ 08625-0230

NUMBER: A40850
 DATE: 03/17/16
 BUYER: SEPIDEH GHORBANI
 PHONE: (609) 292-2190
 EFFECTIVE DATE: 03/18/16
 EXPIRATION DATE: 03/17/19
 T-NUMBER: T0126
 CONTRACTOR: ZOLAND CORPORATION

TERM CONTRACT
 OEM & NON-OEM MAINTENANCE & REPAIR
 SERVICES FOR LIGHT/MEDIUM DUTY VEHICLES

ZOLAND CORPORATION
 1742 KENNEDY BLVD
 JERSEY CITY NJ 07305

VENDOR NO.: 222209411.00
 VENDOR PHONE: (201)433-5555
 FEIN/SSN: 222209411
 REQ AGENCY: 822050
 PROCUREMENT BUREAU

AGENCY REQ NO.:
 PURCH REQ NO.: 1042571
 FISCAL YEAR: 16
 COMMODITY CODE: 92815
 SOLICITATION #: 23841
 BID OPEN DATE: 04/17/15

TERM CONTRACT FROM: 03/18/16 TO: 03/17/19 ESTIMATED AMOUNT: \$ 55,000.00

1. ORDERING PERIOD: CONTRACT BEGINNING ORDERING PERIOD IS:03/18/16
 CONTRACT ENDING ORDERING PERIOD DATE IS:03/17/19
2. F.O.B. POINT: DESTINATION
3. DELIVERY: DELIVERY WILL BE MADE WITHIN 002 WEEKS ARO UNLESS
 SPECIFIED DIFFERENTLY ON EACH LINE OR UNLESS AN ALTERNATE
 DELIVERY SCHEDULE IS INDICATED. AN ALTERNATE DELIVERY
 SCHEDULE IS ENCLOSED HEREIN:NO
4. CASH DISCOUNT TERMS: CASH DISCOUNT TERMS ARE 00.00% DAYS.
5. PERFORMANCE BOND: PERFORMANCE BOND REQUIRED:NO ; DATE REQUIRED 00/00/00
 AMOUNT \$0 ; PERCENT OF CONTRACT 0.00%.
6. RETAINAGE: RETAINAGE PERCENT IS 0.00%
7. COOPERATIVE PROC: THIS CONTRACT IS AVAILABLE FOR POLITICAL SUBDIVISION USE UNDER
 THE COOPERATIVE PROCUREMENT PROGRAM YES
8. BID REFERENCE NO: YOUR BID REFERENCE NUMBER IS:
9. AWARDED LINES: YOU WERE AWARDED 6 LINES FROM THE SOLICITATION NUMBER 23841.
 THESE LINES ARE INCLUDED AS A PART OF THIS CONTRACT.

ALL TERMS AND CONDITIONS AS A PART OF SOLICITATION NUMBER 23841 INCLUDING ANY ADDENDA
 THERETO AND ALSO INCLUDING THE BIDDER'S PROPOSAL AS ACCEPTED BY THE STATE ARE
 INCLUDED HEREIN BY REFERENCE AND MADE PART HEREOF EXCEPT AS SPECIFIED HEREIN

THIS IS NOTICE OF ACCEPTANCE BY THE DIRECTOR OF THE DIVISION OF PURCHASE AND
 PROPERTY ACTING FOR AND ON BEHALF OF THE STATE OF NEW JERSEY, OF THE OFFER
 REFERENCED ABOVE BY YOUR FIRM WHOSE NAME AND ADDRESS APPEAR ABOVE.

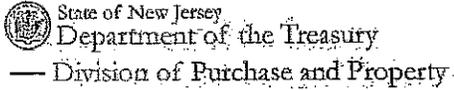
8/
 BUYER DATE 3/18/16

[Signature]
 FOR DIRECTOR DATE 3/18/16
 DIVISION OF PURCHASE AND PROPERTY

USING AGENCIES CANNOT PROCESS INVOICES FOR PAYMENT OF DELIVERED
 GOODS AND/OR SERVICES UNTIL THE PROPERLY EXECUTED BOND HAS BEEN
 RECEIVED AND ACCEPTED BY THE PURCHASE BUREAU.

VENDOR COPY

Governor Chris Christie • Lt. Governor Kim Guadagno



Search All of NJ [input] [button]

NJ Home | Services A to Z | Departments/Agencies | FAQs

TERM CONTRACT SEARCH BY TNUMBER

[Click Here](#) to search more Term Contracts

T-Number	Title	Vendor	Contract #
T0126 15-x -23841	OEM & NON-OEM MAINTENANCE & REPAIR SERVICES FOR LIGHT/MEDIUM DUTY VEHICLES	ZOLAND CORPORATION	40850
			TOP



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This site is maintained by the Division of Revenue and Enterprise Services.

Cooperative Purchasing *:	YES
* WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?	
Vendor Name & Address:	ZOLAND CORPORATION 1742 KENNEDY BLVD JERSEY CITY, NJ 07305
Contact Person:	LOUIS M FIZZAROTTI
Contact Phone:	201-433-5555
Order Fax:	201-433-9138
Contract#:	40850
Expiration Date:	03/17/19
Terms:	NONE
Delivery:	2 WEEKS ARO
Small Business Enterprise:	YES
Minority Business Enterprise:	NO
Women Business Enterprise:	NO
Cooperative Purchasing *:	YES
* WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?	
Vendor Name & Address:	1 GARDEN STATE TRUCK AND AUTO INC 2140 ROUTE 130 MONMOUTH JCT, NJ 08852
Contact Person:	PETER OMALLEY

Minority Business Enterprise:	NO
Women Business Enterprise:	NO
Cooperative Purchasing *:	YES
* WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?	
Vendor Name & Address:	HY WAY TOWING & COLLISION LLC 15-17 BROOK STREET JERSEY CITY, NJ 07302
Contact Person:	ADRIANA BERARDO
Contact Phone:	201-795-0300
Order Fax:	201-433-3267
Contract#:	40860
Expiration Date:	03/17/19
Terms:	NONE
Delivery:	SPECIFIED ELSEWHERE
Small Business Enterprise:	YES
Minority Business Enterprise:	NO
Women Business Enterprise:	NO
Cooperative Purchasing *:	YES
* WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?	
Vendor Name & Address:	JOES AUTO SERVICE PO BOX 176 713 HAY RD WINSLOW TWP, NJ 08005

<u>BRAND/DESCRIPTION</u>	<u>GROUP/PRICE LINE NUMBER</u>
CATEGORY 6: OEM Repairs: Wheelchair Lifts (GROUP/PRICE LINES: 56 & 57)	
Braun	56
Ricon	57
CATEGORY 7: Non-OEM Chassis Preventive Maintenance: Minor (GROUP/PRICE LINE: 58)	
CATEGORY 8: Non-OEM Chassis Preventive Maintenance: Major (GROUP/PRICE LINE: 59)	
CATEGORY 9: Non-OEM Chassis Repairs: Minor (GROUP/PRICE LINE: 60)	
CATEGORY 10: Non-OEM Chassis Repairs: Major (GROUP/PRICE LINE: 61)	
CATEGORY 11: Non-OEM Repairs: Truck Bodies (GROUP/PRICE LINE: 62)	
CATEGORY 12: Non-OEM Repairs: Lift Gates (GROUP/PRICE LINE: 63)	
CATEGORY 13: Non-OEM Repairs: Snow Plows & Spreaders (GROUP/PRICE LINE: 64)	
CATEGORY 14: Non-OEM Repairs: Wheelchair Lifts (GROUP/PRICE LINE: 65)	
CATEGORY 15: Non-OEM Repairs: Refrigeration Units (GROUP/PRICE LINE: 66)	
CATEGORY 16: Non-OEM Repairs: Hoist & Cranes (GROUP/PRICE LINE: 67)	
CATEGORY 17: Non-OEM Repairs: Winches (GROUP/PRICE LINE: 68)	
CATEGORY 18: Non-OEM Repairs: Hydraulic Systems & PTOs (GROUP/PRICE LINE: 69)	
CATEGORY 19: Non-OEM Repairs: Gauges (GROUP/PRICE LINE: 70)	
CATEGORY 20: Non-OEM Repairs: Seats (GROUP/PRICE LINE: 71)	
(GROUP/PRICE LINE: 72)	
FOR AGENCY USE ONLY	
Price line for parts and/or lubricants (including, but not limited to, transmission fluid, antifreeze, engine/gear oils, greases, windshield washer fluid, etc.) installed/utilized in a repair/service provided by a Contractor.	

Weber's Auto Electric	A40839	58(19), 59(15, 18, 19, 20 and 21), 60(15, 18, 19, 20 and 21), 61(15, 18, 19, 20 and 21), 62(15, 18, 19, 20 and 21), 63(15, 18, 19, 20 and 21), 64(15, 18, 19, 20 and 21), 65(15, 18, 19, 20 and 21), 66(15, 18, 19, 20 and 21), 67(15, 18, 19, 20 and 21), 68(15, 18, 19, 20 and 21), 69(15, 18, 19, 20 and 21), 70(15, 18, 19, 20 and 21), 71(15, 18, 19, 20 and 21)
West Jersey Enterprises Inc. D/B/A Hayden's Auto & Truck Repair	A40858	62(4, 5, 6 and 8), 63(5, 6 and 8), 64(5, 6 and 8), 65(4, 5, 6 and 8), 67(4, 5, 6 and 8), 68(5, 6 and 8), 69(5, 6 and 8)
Zoland Corporation	A40850	59(2 and 3), 61(2 and 3), 62(3), 70(3), 71(2 and 3)

Pre-authorized Parts and/or Lubricants Installed/Utilized in a Maintenance/Repair:

Price line item 72, which is to be utilized for pricing of pre-authorized parts and/or lubricants installed/utilized in a maintenance/repair for any of the 20 categories of equipment (Section 3.1.3 of the RFP), has been awarded to all Contractors.

Regional Jurisdiction:

The entire State is divided into twenty-one (21) regions (counties). Each of the twenty-one (21) regions is defined as follows:

Region #	Region (county)
1	Bergen
2	Essex
3	Hudson
4	Morris
5	Passaic
6	Sussex
7	Union
8	Warren
9	Hunterdon
10	Mercer
11	Middlesex
12	Monmouth
13	Ocean
14	Somerset
15	Atlantic
16	Burlington
17	Camden
18	Cape May
19	Cumberland
20	Gloucester
21	Salem

		66(1 through 21), 67(1 through 21), 68(1 through 21), 69(1 through 21), 70(1 through 21), 71(1 through 21)
Circle Brake Service of Passaic County Inc.	A40861	65(1 through 5 and 7), 66(1 through 5 and 7)
Cliffside Body Corp.	A40822	67(1 through 12 and 14)
Creston Hydraulics, Inc.	A40823	62(9 through 12, 14 and 16), 63(9 through 12, 14 and 16), 64(9 through 12, 14 and 16), 65(9 through 12, 14 and 16), 67(9 through 12, 14 and 16), 68(9 through 12, 14 and 16), 69(9 through 12, 14 and 16)
Elite Auto Service Inc.	A40859	62(17 and 20), 70(17 and 20), 71(17 and 20)
Emergency Equipment Sales LLC	A40864	66(1, 5, 6, 8, 9, 10, 12, 17 and 19 through 21), 67(1, 5, 6, 8, 9, 10, 12, 13 and 15 through 21), 70(1, 5, 6, 8, 9, 12, 17, 19 and 21)
Emil Fichmann T/A E&J's Automotive	A40867	71(10, 14, 16, 17 and 20)
First Independent Auto Repair Services LLC	A40829	58(8 and 9), 59(1, 4, 5, 6, 8, 9, 12 and 14), 60(8), 61(5, 6, 8, 9, 10, 12, 14 and 19)
Gloucester Transmission Service	A40846	58(1, 4, 5, 6, 8 through 14 and 17 through 21), 59(1 through 21), 60(1, 4, 5, 6, 8 through 14, 17 and 19 through 21), 61(1 through 21), 62(1 through 21), 63(1 through 21), 64(1 through 21), 65(1 through 21), 66(1 through 21), 67(1 through 21), 68(1 through 21), 69(1 through 21), 70(1 through 21), 71(1 through 21)
Guenther's Mobil Service Inc.	A40849	59(17 and 18), 61(15, 17 and 18), 62(15, 17 and 18), 63(15, 17 and 18), 64(15, 17 and 18), 65(15, 17 and 18), 66(15, 17 and 18), 67(15, 17 and 18), 68(15, 17, and 18), 69(15, 17 and 18), 70(15, 17 and 18), 71(15, 17 and 18)
H.A. DeHart & Son, Inc.	A40816	62(1, 9, 12, 13 and 17 through 21), 64(9 and 12), 65(6, 8, 9, 12, 13, 17 and 20), 67(1 through 21), 68(1, 5, 9, 12, 13, 17 and 19 through 21), 70(1, 2, 3, 5, 6, 7 through 14, 16, 17 and 19 through 21)
Hainesport Enterprises Inc.	A40856	62(1 through 3, 5 through 21), 63(1 through 3, 5 through 10, 12 through 14, 17, 19, 20 and 21), 64(1 through 3, 5 through 9, 12 through 14, 17, 19, 20 and 21), 65(1 through 21), 67(1 through 21), 68(1, 3, 5, 6, 8, 9 and 12 through 21), 69(1, 3, 5, 6, 8, 9, 10, 12, 13, 14, 17, 19, 20 and 21), 71(1 through 14 and 16 through 21)
Hi-Tech Transmissions T/A AAMCO Transmissions	A40840	58(1 through 21), 59(1 through 21), 60(1 through 21), 61(1 through 21)
Houpert Engine Rebuilders D/B/A Houpert Truck Service	A40851	59(13, 17 and 19 through 21), 61(13 and 16 through 21), 62(13 and 15 through 21), 63(13 and 15 through 21), 64(13 and 15 through 21), 65(13 and 15 through 21), 66(13 and 15 through 21), 69(13 and 15 through 21), 70(13 and 15 through 21), 71(13 and 15 through 21)
Hub Leasing Inc.	A40827	58(12 and 14), 59(10 through 14 and 16), 60(12 and 14), 61(10 through 14 and 16), 62(10 through 14 and 16), 63(10 through 14 and 16), 64(10 through 14 and 16), 65(10 through 14 and 16), 66(10 through 14 and 16), 67(10 through 14 and 16), 68(10 through 14 and 16), 69(10 through 14 and 16), 70(10 through 14 and 16), 71(10 through 14 and 16)
Hy-Way Towing & Collision LLC <i>Jersey City, NJ</i>	A40860	62(1, 2, 5 and 7), 63(1), 64(1 and 5), 65(1 and 5), 71(1 and 5)

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

City Clerk File No. Res. 16.238

Agenda No. 10.Z.7

Approved: APR 13 2016

TITLE:



RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO GENE'S LANDSCAPING INC. FOR FERTILIZING, SEEDING AND AERATION THROUGHOUT VARIOUS JERSEY CITY (CITY) PARKS FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF PARK MAINTENANCE

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, there exists a need for fertilizing, seeding and aeration for various parks throughout the City of Jersey City ("City"); and

WHEREAS, the Purchasing Director within his authority and in conformity with N.J.S.A. 40A:11-6.1(a) informally solicited quotes for fertilizing, seeding and aeration for various parks; and

WHEREAS, the City of Jersey City ("City") received three (3) quotes with the lowest, responsive and responsible being that from Gene's Landscaping, Inc., 13 Edgebrook Lane, Airmont, New York 10952 in the total amount of **Thirty Nine Thousand, Four Hundred Dollars (\$39,400.00)**; 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 Department 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, the contract shall be effective as of March 1, 2016 through December 31, 2016; and

WHEREAS, funds in the amount of \$39,400.00 are available in the **Operating Account**.

Account	PO #	Amount
01-201-28-375-312	120358	\$39,400.00

(Continue on page 2)

TITLE:

RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO GENE'S LANDSCAPING INC. FOR FERTILIZING, SEEDING AND AERATION THROUGHOUT VARIOUS JERSEY CITY (CITY) PARKS 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 nine (9) month contract effective as of March 1, 2016 in the amount of \$39,400.00, for fertilizing, seeding and aeration of various parks, is awarded to Gene's Landscaping, Inc. 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.

I Donna Mauer, Donna Mauer Chief Financial Officer, hereby certify that funds in the amount of \$39,400.00 are available in the **Operating Account**.

Account	PO #	Amount
01-201-28-375-312	120358	\$39,400.00

Peter Folgado, Director of Purchasing,
QPA, RPPO

3/28/16
Date

PF/pv
3/22/16

APPROVED: _____

APPROVED AS TO LEGAL FORM _____

APPROVED: _____
Business Administrator

Corporation Counsel

Certification Required

Not Required

APPROVED 7-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 4.13.16											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA		ABSENT	
RAMCHAL		ABSENT		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 GENE'S LANDSCAPING FOR FERTILIZERS, GRASS SEEDS AND AERATION OF VARIOUS BALLFIELDS 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@icmj.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:

- ✦ Fertilizers, grass seeds and aeration of various ball fields citywide.
- ✦ Bayside, Benson Park, Roberto Clemente Sports Complex, Clemente Little League, Cochrane Stadium Caven Point, Gateway Park, Enos Jones, Lincoln Park West, Pershing Field and Metro Fields.
- ✦ Applications of solucal lime, early spring fertilizer and crabgrass preventer in March.
- ✦ Spring fertilizer on all areas in late June.
- ✦ Seed starter fertilizer and plug aeration and over seed with tall fescue grass seed, August and September.
- ✦ Fall fertilizer applied to all areas in November.

Cost (Identify all sources and amounts)

01-201-28-375-312(Parks Operating Account)
 Contract Amount = \$ 39,400.00

Contract term (include all proposed renewals)

Contract is valid for only 2016. This contract gets renewed every year.

Type of award

Pay to Play – Non fair and open

If "Other Exception", enter type

Additional Information

Three (3) quotes received:

- ✓ Gene's Landscaping for \$39,400.00
- ✓ National Lawn Equipment for \$40,390.00
- ✓ Green Laws Plus for \$44,250.00

I certify that all the facts presented herein are accurate.

[Signature]
 Signature of Department Director

3/18/16
 Date

[Signature]
 Signature of Purchasing Director

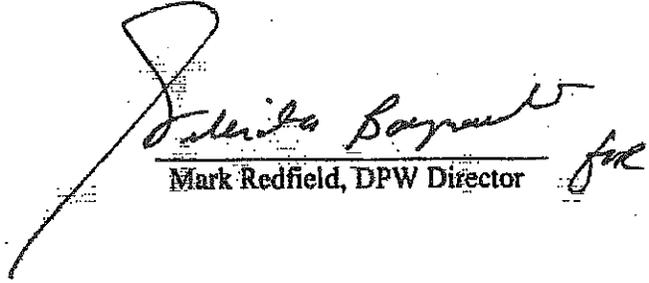
3/28/10
 Date

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 fertilizers, grass seeds and aeration for various ball fields for the Division of Parks Maintenance.
3. The City informally solicited quotations for fertilizer, grass seeds and aeration.
4. The Department's recommendation is to award a contract to Gene's Landscaping.
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.

3/14/16
Date


Mark Redfield, DPW Director



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: GENE'S LANDSCAPING INC.

Trade Name:

Address: 50 LINDEMANN AVE
CLOSTER, NJ 07624

Certificate Number: 0520233

Effective Date: March 17, 1987

Date of Issuance: March 11, 2016

For Office Use Only:

20160311153651474

P.O. NO.		120358		GENE'S LANDSCAPING, INC.		NATIONAL LAWN		GREEN LAWN PLUS	
REQ. NO.		173787							
DEPT/DIV		PW/PARKS MAINT							
ITEM #	DESCRIPTION	QTY	UNIT	UNIT COST	EXT AMT	UNIT COST	EXT AMT	UNIT COST	EXT AMT
1	FERTILIZE, SEEDING	1		\$ 39,400.00	\$ 39,400.00	\$ 40,390.00	\$ 40,390.00	\$ 44,250.00	\$ 44,250.00
2	& AERATION OF								
3	VARIOUS CITY PARKS								
4									
5									
6									
7									
8									
9									
10									
		SUB-TOTAL			\$ 39,400.00		\$ 40,390.00		\$ 44,250.00
	DELIVERY/SHIPPING/HANDLING				\$ -		\$ -		\$ -
		TOTAL			\$ 39,400.00		\$ 40,390.00		\$ 44,250.00

NOTES: PARKS INCLUDE: BAYSIDE, BENSON, ROBERTO CLEMENTE, ROBERTO CLEMENTE LITTLE LEAGUE,
COCHRANE STADIUM, GATEWAY PARK, ENOS JONES, LINCOLN PARK WEST, PERSHING & METRO
FIELDS

REQ# 0173787

GENE'S LANDSCAPING

13 Edgebrook lane
Airmont N.Y. 10952

845-368-3143
Cell- 201-538-8451

February 23 2016

Mr. Cleveland Snow
Director of Park Maintenance
City of Jersey City

Mr. Snow

Please find the proposal for the season from March to December on the locations below. to include Applications of Solucal lime, early spring fertilizer and Crabgrass preventer in March.

Plug and seed Hamilton Park in April,

Spring fertilizer on all areas listed below in May

Summer fertilizer on all areas in late June

Seed starter fertilizer and plug aeration and over seed with tall fescue grass seed. August/September.

Fall fertilizer applied to all areas in November.

Areas included in the proposal:

Bayside ,Benson Park Complex , Roberto Clemente Sports Complex, Clemente LL, Cochrane stadium Caven point , Gateway Park complex , Enos Jones includes Franco field , Lincoln Park West, Pershing Field, Metro field.

Cost for all material and labor ~~39,100.00~~

Thank you

Gene Fox
Genes Landscaping Inc.

RECEIVED
2016 MAR -4 AM 8:28
CITY OF JERSEY CITY
DIV. PARK MAINTENANCE



GREEN LAWNS PLUS

441 State Highway Rt. 17 North
Mahwah N.J. 07430

February 25 2016

~~Proposal chemicals and seed~~

City of Jersey city N.J.
Parks and Forestry
13-15 Linden Ave East
Jersey City N.J. 07305

Apply the following for the season from March to November
5 applications of fertilizer on all areas
1 application of crabgrass preventer on all areas
plug and seed Hamilton park.
Plug and over seed all areas with grass seed

The following sports areas

Bayside , Benson park , Roberto clemente park, Roberto Clemente little league , Cochrane stadium complex , Gateway park , Enos Jones franco field , Lincoln park West , Pershing Field , Metro Field.

~~All material and labor 14,250.00~~

Thank you

Green Lawns Plus

Q U O T A T I O N

PAGE: 1

National Lawn Equipment
305 Island Road
Mahwah, NJ 07430
Phone #: (201)934-5454
Fax #: (201)934-8920

PHONE #: (201)547-4449
CELL #:
ALT. #: (501)547-4802 Ext: 4122
P.O.#:
TERMS: Net 30
SALES TYPE: Quote

DATE: 2/24/2016
ORDER #: 80675
CUSTOMER #: 1006
CP: ROB
LOCATION: 1
STATUS: Active

BILL TO 1006

City of Jersey City
Park Maintenance
13-16 Linden Avenue East
Jersey City, NJ 07305 USA

SHIP TO

City of Jersey City
Park Maintenance
13-15 Linden Avenue East
Jersey City, NJ 07305 USA

MFR	PRODUCT-NUMBER	DESCRIPTION	QTY	PRICE	NET	TOTAL
****	LABOR	Establishment grass seed, aeration for 10 locations 3/16 thru 11/16	10	\$4,039.00	\$4,039.00	\$40,390.00

Prices reflected on this quote are valid for 30 days.

SUBTOTAL: \$40,390.00
TAX: \$0.00
ORDER TOTAL: \$40,390.00

Authorized By: _____

NOT AN
ELECTRICIAN'S
OR PLUMBER'S
LICENSE

State Of New Jersey
New Jersey Office of the Attorney General
Division of Consumer Affairs

THIS IS TO CERTIFY THAT THE
Division of Consumer Affairs

HAS REGISTERED

Gene's Landscaping Inc.
Eugene Fox
15 Edgebrook Lane
Monsey NY 10952

FOR PRACTICE IN NEW JERSEY AS A(N): Home Improvement Contractor

New Jersey Office of the Attorney General
Division of Consumer Affairs
THIS IS TO CERTIFY THAT THE
Division of Consumer Affairs
HAS REGISTERED
Gene's Landscaping Inc
Home Improvement Contractor

NOT AN ELECTRICIAN'S OR PLUMBER'S LICENSE
02/08/2016 TO 03/31/2017
VALID

SIGNATURE
[Signature]
13VH05755100
License/Registration Certificate #
ACTING DIRECTOR

02/08/2016 TO 03/31/2017
VALID

13VH05755100
LICENSE/REGISTRATION/CERTIFICATION #

[Signature]

Signature of Licensee/Registrant/Certificate Holder

ACTING DIRECTOR

PLEASE DETACH HERE
IF YOUR LICENSE/REGISTRATION/
CERTIFICATE ID CARD IS LOST
PLEASE NOTIFY:
Division of Consumer Affairs
P.O. Box 40016
Newark, NJ 07101

PLEASE DETACH HERE

Gene's Landscaping Inc. EXPIRATION DATE 2017
YOUR LICENSE/REGISTRATION/CERTIFICATE NUMBER IS 13VH 05755100 . PLEASE USE IT IN ALL
CORRESPONDENCE TO THE DIVISION OF CONSUMER AFFAIRS. USE THIS SECTION TO REPORT ADDRESS
CHANGES. YOU ARE REQUIRED TO REPORT ANY ADDRESS CHANGES IMMEDIATELY TO THE ADDRESS NOTED
BELOW.

Division of Consumer Affairs
P.O. Box 40016
Newark, NJ 07101

PRINT YOUR NEW ADDRESS OF RECORD BELOW
YOUR ADDRESS OF RECORD IS THE ADDRESS THAT WILL PRINT ON
YOUR LICENSE/REGISTRATION/CERTIFICATE AND IT MAY BE MADE
AVAILABLE TO THE PUBLIC.

HOME
BUSINESS

TELEPHONE
INCLUDE AREA CODE

PRINT YOUR NEW MAILING ADDRESS BELOW
YOUR MAILING ADDRESS IS THE ADDRESS THAT WILL BE USED BY
THE DIVISION OF CONSUMER AFFAIRS TO SEND YOU ALL
CORRESPONDENCE.

HOME
BUSINESS

TELEPHONE
INCLUDE AREA CODE

If the law governing your profession requires the current license/registration/certificate to be displayed, it should be
within reasonable proximity of your original license/registration/certificate at your principal office or place of business.

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. Wattenman	Councilperson Candice Osborne
Councilperson Daniel Rivers	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
Lisa Fox	13 Edgemoor Ln Newark NJ 07102
Gene Fox	Same
Terah Fox	Same
Amy Fox	Same

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: _____

Signed: [Signature] Title: President
Print Name: EUGENE FOX Date: 2/25/16

Subscribed and sworn before me this 25th day of February, 2016.

My Commission expires: _____

JAMES LEE
Notary Public
State of New Jersey
My Commission Expires Oct. 14, 2020
L.B.# 2364619

(Affiant)
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 Geres Landscaping (name of business entity) has not made any reportable contributions in the **one-year period preceding fall (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 Geres Landscaping (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: Geres Landscaping Inc

Signed: [Signature] Title: President

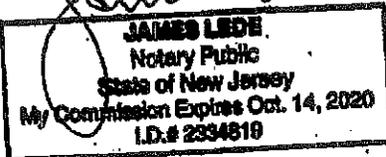
Print Name: Eugene Fox Date: 2/26/16

Subscribed and sworn before me
this 25th day of February, 2016

My Commission expires:

(Affiant)

(Print name & title of affiant) (Corporate Seal)



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

EXHIBIT A (Continuation)

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

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

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

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

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

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

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

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

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

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

Representative's Name/Title (Print): Eugene Fox

Representative's Signature: [Signature]

Name of Company: Gen Landscaping Inc

Tel. No.: 701-215-8497 Date: 2/25/11

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

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

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

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

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

Representative's Name/Title Print: Eugene Fox President
Representative's Signature: [Signature]
Name of Company: Genet Technology Inc
Tel. No.: 201-518-8401 Date: 2/25/16

**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: Gene's Landscaping Inc
Address: 13 Edgebrook Ln Armonk Ny 10932
Telephone No.: 201-535-8451
Contact Name: Gina Fox

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 DEPARTMENT OF THE TREASURY
 Division of Contract Compliance & Equal Employment Opportunity
 VENDOR ACTIVITY SUMMARY REPORT

NEW HIRES PROMOTIONS TRANSFERS TERMINATIONS (CHECK (X) APPROPRIATE ACTIVITY)

CERTIFICATE NO. _____ DATES OF PAYROLL PERIOD USED: FROM _____ TO _____
 NAME OF FACILITY: _____

Company: Carroll Services Inc State: MD ZIP Code: 20712
 Address: 13 Edgemoor Ln County: Prince Georges

JOB	RACE						Total	ETHNICITY												
	Black	Hispanic	AM. Indian	Asian	Non-Min.	Total		Black	Hispanic	AM. Indian										
CADRAPORES																				
OFFICIALS & MANAGERS	1						1													
PROFESSIONALS																				
TECHNICIANS																				
SALES WORKERS																				
OFFICE & CLERICAL																				
CHAFTWORKERS																				
OPERATIVES																				
LABORERS																				
SERVICE WORKERS							3													
TOTAL							4													

I certify that the information on this form is true and correct.
 NAME OF PERSON COMPLETING FORM (Print or Type): _____ SIGNATURE: _____
 LAST FIRST MI

fox Eugen L (CITY) (STATE) (ZIP) PHONE (AREA CODE, NO., EXTENSION)
 DATE SUBMITTED: 2/25/16

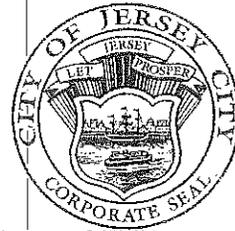
Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 16.239

Agenda No. 10.Z.8

Approved: APR 13 2016

TITLE:



RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO SPORTPROSUSA, INC. FOR ANNUAL MAINTENANCE OF BASKETBALL COURTS THROUGHOUT VARIOUS JERSEY CITY (CITY) PARKS FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF PARK MAINTENANCE

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, there exists a need for maintenance of various basketball courts throughout Jersey City; and

WHEREAS, the Purchasing Director within his authority and in conformity with N.J.S.A. 40A:11-6.1(a) informally solicited quotes for the maintenance of various basketball courts; and

WHEREAS, the City of Jersey City ("City") received three (3) quotes with the lowest, responsive and responsible being that from SportProsUSA, Inc., 500 West Main Street, Suite 19, Wyckoff, New Jersey 07481 in the total amount of Thirty Two Thousand, Two Hundred Dollars (\$32,200.00); 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 Department 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, the contract shall be effective as of January 1, 2016 through December 31, 2016; and

WHEREAS, funds in the amount of \$32,200.00 are available in the Operating Account.

Account	PO #	Amount
01-201-28-375-314	119994	\$32,200.00

(Continue on page 2)

City Clerk File No. Res. 16.239
Agenda No. 10.7.8 APR 13 2016

TITLE:

RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO SPORTPROSUSA, INC. FOR ANNUAL MAINTENANCE OF BASKETBALL COURTS THROUGHOUT VARIOUS JERSEY CITY (CITY) PARKS 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 one (1) year contract effective as of January 1, 2016 in the amount of \$32,200.00, for the Annual Maintenance of Various Basketball Courts, is awarded to SportProsUSA, Inc. 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.

I Donna Mauer, Donna Mauer Chief Financial Officer, hereby certify that funds in the amount of \$32,200.00 are available in the **Operating Account**.

Account	PO #	Amount
01-201-28-375-314	119994	\$32,200.00

Peter Folgado
Peter Folgado, Director of Purchasing,
QPA, RPPQ

3/28/16
Date

PF/pv
3/22/16

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: _____

Business Administrator

Corporation Counsel

Certification Required

Not Required

APPROVED 7-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 4.13.16											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA		ABSENT	
RAMCHAL		ABSENT		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 SPORTPROSUSA, INC. FOR ANNUAL MAINTENANCE OF BASKETBALL COURTS THROUGHOUT VARIOUS JERSEY CITY (CITY) PARKS 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:

- ❖ Maintenance for various basketball courts throughout the City.
- ❖ Some of the parks are Bayside, Audubon, Dr. Lena Edwards, Hamilton, Lafayette, Riverview, and Mohammad Ali.
- ❖ Provide maintenance twice a year, spring and fall.
- ❖ Replace damaged tiles.
- ❖ Adjust all surfaces, inspect all equipment which includes replace nets, and check rims and pads touch up paint.
- ❖ Remove all dirt under tiles

Cost (Identify all sources and amounts)

01-201-28-375-314(Parks Operating Account)
 Contract Amount = \$ 32,200.00

Contract term (include all proposed renewals)

Valid until 12/31/16

Type of award

Pay to Play – Non fair and open

If "Other Exception", enter type

Additional Information

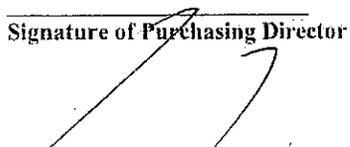
Three Quotes Received

- ✦ SportproUSA for \$32,200.00
- ✦ Signature Sites for \$33,900.00
- ✦ Sports & Golf Solutions for \$37,890.00

I certify that all the facts presented herein are accurate.


 Signature of Department Director

3/17/16
 Date


 Signature of Purchasing Director

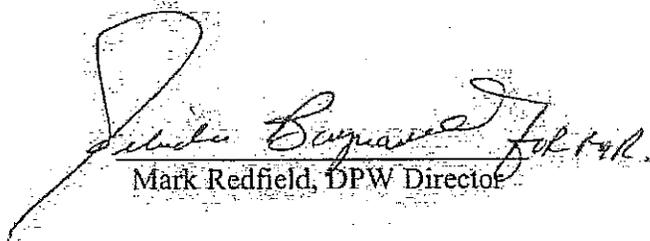
3/28/16
 Date

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 maintenance of various basketball courts throughout the City for the Division of Parks Maintenance.
3. The City informally solicited quotations for basketball maintenance.
4. The Department's recommendation is to award a contract to SportproUSA.
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.

2/11/16
Date


Mark Redfield, DPW Director



New Jersey Division of Revenue

Revenue NJBGS

On-Line Business Registration Certificate Service

CERTIFICATE NUMBER 1771538 FOR SPORTPROSUSA INC IS VALID.

REQ # 0173225



January 1, 2016

Mr. Cleveland Snow
City of Jersey City
Director of Parks and Forestry
13-15 Linden Ave
Jersey City, NJ 07305

Re: Jersey City Basketball Court Maintenance
Proposal #: 15-1622

Dear Mr. Snow,

Please find the proposal for maintenance of the modular basketball courts throughout the city. We have decided to hold the pricing last contract. Please let me know if you have any questions.

Parks:

1. Bayside
2. Audubon
3. Dr. Lena Edwards
4. Hamilton
5. Lafayette
6. Riverview
7. Mohammad Ali (Basketball Systems only)

Scope of Work:

1. Provide maintenance twice per year: April and September
2. Maintenance to include:
 - a. Blow off all debris and clean under edges of court to remove trapped dirt
 - b. Adjust all surfaces
 - c. Replace damaged or work tile with back stock kept at Jersey City Parks Dept
 - d. Touchup up to 50 linear feet of lines on each court
 - e. Inspect all equipment, replace nets, touch up paint, check rims and pads

Price: Thirty Two Thousand Two Hundred Dollars (\$32,200.00)
(To be billed April 15th and Sept 15th)

Qualifications:

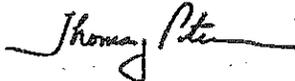
1. All work to be performed on straight time

500 West Main Street, Suite 19
Wyckoff, NJ 07481
(201) 485-8520 * Fax (201) 485-8523

2. All work is non prevailing wage
3. Sales tax is not included. Tax exempt certificate to be provided
4. Time and material rates to be \$59.00 st and \$79.00 ot
5. Payment terms are net 30 days
6. All special order material is 4 to 6 weeks lead time

If you have any questions or need further clarification please call me. We look forward to working with the city to make its park experience the best in the state.

Sincerely,



Thomas J Petersen
President

SPORTS & GOLF SOLUTIONS

" Our Grass is Always Greener "

Basketball Court Proposal

Name: Mr. Cleveland Snow/ Director of Parks	Ship to (if different address):
Address: 13-15 Linden Ave.	Audubon, bayside, Dr. Lena Edwards
City, State: Jersey City, NJ	Hamilton, Lafayette, Riverview, Mohammad Ali
Zip Code: 07305 Phone:	

We hereby propose to furnish the material and perform the labor necessary for the completion of your basketball court maintenance. Weather and freight delivery permitting installation will commence on or about *Spring & Fall 2016*

Description: provide maintenance 2x per year. Spring and fall. Repace damaged tiles with left over stock

Adjust all surfaces, inspect all equipment which includes: replace nets, check all rims and pads, touch up paint

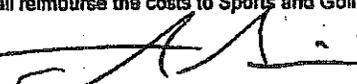
Remove all dirt from under tiles

Touchup lines on each court with a max of 50 feet

Total Cost: (Freight & Tax included) \$37,890.

All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings and specifications submitted for above work and completed in a substantial workmanlike manner for the sum of: \$ _____
With payments to be as follows: \$ _____ Down \$ _____ Upon completion.

Any alterations or deviation from above specifications involving extra costs will be executed only upon written order, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control. If unknown objects such as boulders, springs, plumbing, or electrical etc...create an additional construction expense; buyer shall reimburse the costs to Sports and Golf Solutions, LLC. Any unforeseen digging and site problems will result in additional costs to owner.

Respectfully submitted Sports and Golf Solutions, LLC: Tom SanGiacomo - owner 

Note: This proposal may be withdrawn by us if not accepted within *60* days. Submitted *1/2016*.

ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payments will be made as outlined above to Sports and Golf Solutions, LLC, 4 Crest Hill Road, Verona, NJ 07044

Customer Signature: _____ Date: _____

Tom SanGiacomo: Cell. (973) 714-3339

Fax (973) 239-4338

Email: tomsan73751@verizon.net

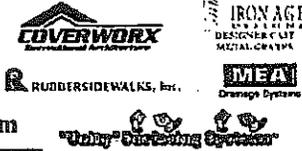


36 Tenth Street
Carle Place, NY 11514

Columbia Cascade Company
TimberForm® & PipeLine®

Quotation

Phone #	Fax #
646-300-3074	866-760-6870



scott@signaturesitesllc.com www.signaturesitesllc.com

Date	
1/13/2016	
Quote #	Valid Till
2016-006	2/27/2015

Mr. Cleveland Snow
City of Jersey City
Director of Parks & Forestry
13-15 Linden Ave.
Jersey City, NJ 07305

E-mail	
Specifier	Sales Rep
	SB

PH:		FX:	
-----	--	-----	--

Project / Job Name: New Basketball System

We are Pleased to Offer a Quotation for your Consideration

Description	QTY.	Unit Cost	Total
Basketball Court Maintenance Scope of work for 2016 Court Maintenance Parks Included: Bayside Lena Edwards Audubon Lafayette Hamilton Riverview Mohammad Ali Twice per year (Spring and Fall) 1-Inspect all basketball systems, replace nets and touch up paint if required. 2-Touch up to 50 Linear feet of lines on each court where necessary 3-Clean debris trapped under edges of court. 4-Utilize Jersey City material to replace broken or damaged tile 5-Check rims and pads EXCEPTIONS: No Overtime Work is Non-Union Any questions or further assistance, please don't hesitate to contact us.	1	33,900.00	33,900.00

Thanks for the opportunity to quote on this project!	DEL. TOTAL	\$33,900.00
--	-------------------	-------------

**CERTIFICATION OF COMPLIANCE WITH THE CITY OF JERSEY CITY
CONTRACTOR PAY-TO-PLAY REFORM ORDINANCE 08-128 ADOPTED
ON SEPTEMBER 3, 2008**

PART I - Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that Sport Pros USA, INC (name of business entity) has not made any reportable contributions in the **one-year period preceding 1/29/16 (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 Sport Pros USA, 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.

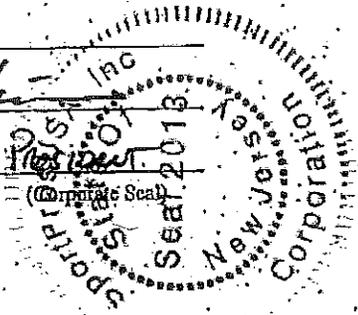
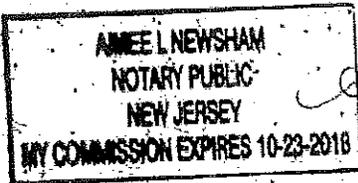
Name of Business Entity: Sport Pros USA, INC

Signed: Thomas Petersen Title: President

Print Name: Thomas J Petersen Date: 1/29/16

Subscribed and sworn before me
this 29 day of Jan, 2016
My Commission expires:

Thomas Petersen (Affiant)
Thomas J Petersen, 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.

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 Gajewald
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
THOMAS J. PETERSEN	36 FOX HILL RD UPPER SADDLE RIVER NJ 07458

Part 3 - Signature and Attestation:

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

Name of Business Entity: Sport Pros USA, INC
 Signed: [Signature] Title: President
 Print Name: Thomas J. Petersen Date: 1/29/16

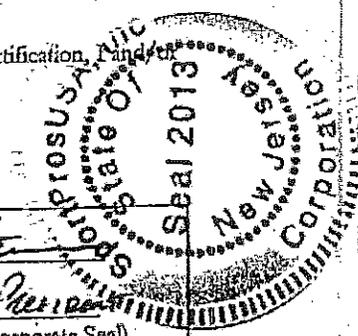
Subscribed and sworn before me this 29 day of Jan, 2016

My Commission expires:

[Signature]

AIMEE L. NEWSHAM
 NOTARY PUBLIC
 NEW JERSEY
 MY COMMISSION EXPIRES 10-23-2016

[Signature]
 (Print name & title of affiant) (Corporate Seal)



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

(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.

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: Sport Pros USA, Inc
Address: 500 West Main St Wyckoff NJ 07481
Telephone No.: 877-466-7765
Contact Name: Thomas J Petersen

Please check applicable category:

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

Definitions
Minority Business Enterprise

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

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

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

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

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

Woman Business Enterprise

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

DIVISION OF PURCHASING COPY

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

The contractor and the _____ of _____ (hereafter "owner") do hereby agree that the provisions of Title 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: THOMAS J PETERSEN
Representative's Signature: Thomas J. Petersen
Name of Company: South MASUSA, Inc
Tel. No.: 877-466-7765 Date: 1/29/16

EXHIBIT A (Continuation)

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

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

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

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

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

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

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

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

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

Representative's Name/Title (Print): THOMAS PETERSEN President
Representative's Signature: Thomas Petersen
Name of Company: Spool Pros USA, INC
Tel. No.: 877-466-7765 Date: 1/29/16

STATE OF NEW JERSEY
Certificate of Authority

DIVISION OF TAXATION
TRENTON, N.J. 08605

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

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

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

SPORTPROSUSA INC
500 WEST MAIN STREET
WYCKOFF NJ 07481

Tax Registration No.: **XXX-XXX-941/000**

Tax Effective Date: **02-15-13**

Document Locator No. **I0000742386**

Date Issued **02-06-13**

Michael J. King
Director, Division of Taxation

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

Certificate Number
695649

Registration Date: 06/13/2015
Expiration Date: 06/12/2016



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:

2015
SportPros USA Inc.

Responsible Representative(s):
Thomas Petersen, President

Harold J. Wirths

Harold J. Wirths, Commissioner
Department of Labor and Workforce Development

NON TRANSFERABLE

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

STATE OF NEW JERSEY DEPARTMENT OF THE TREASURY
 Division of Contract Compliance & Equal Employment Opportunity
 VENDOR ACTIVITY SUMMARY REPORT

NEW HIRES PROMOTIONS TRANSFERS REINTEGRATIONS (CHECK (X) APPROPRIATE ACTIVITY)

CERTIFICATE NO. _____ DIVERS OF ETHNIC PERIOD USED: FROM _____ TO _____
 NAME OF FACILITY: _____ COUNTY: _____ SECTOR: _____ ZIP CODE: _____

JOB	Total	RACE					ETHNIC					
		Black	Hispanic	Am. Indian	Asian	Non-Wh.	Black	Hispanic	Am. Indian	Asian	Non-Wh.	
OFFICIALS & MANAGERS	1					1						
PROFESSIONALS												
SECRETARIES												
SALES WORKERS												
OFFICE & CLERICAL	2											2
CONTRACTORS												
OPERATIVES												
LABORERS	2											
SERVICE WORKERS												
TOTAL	5					1				1		

I certify that the information on this form is true and correct.
 NAME OF PERSON COMPLETING FORM (Print or Type): _____ SIGNATURE: _____ DATE SUBMITTED: _____
 LAST FIRST MI
 Address (No. & Street) (City) (State) (Zip Code)
 Released Thomas J. *Thomas J. Thomas* 1/24/16
 500 West Main Street, Wallkill, NY 02481 877-466-7765
 PHONE (AREA CODE, NO., EXTENSION)

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

City Clerk File No. Res. 16.240

Agenda No. 10.Z.9

Approved: APR 13 2016

TITLE:



RESOLUTION AUTHORIZING THE CITY TO EXECUTE AN IN-BUILDING SERVICE ENHANCEMENT AGREEMENT WITH AT&T TO PROVIDE ENHANCED RADIO FREQUENCY COVERAGE TO THE JERSEY CITY POLICE DEPARTMENT - WEST DISTRICT

WHEREAS, the City of Jersey City ("City"), and more specifically, the Jersey City Police Department, has Wireless Service Agreement, via that certain WSCA Participating Addendum between AT&T and the Jersey City Police Dept. effective March 10, 2014 through June 30, 2019 (the "Service Agreement") to provide commercial mobile radio service, including but not limited to, wireless voice telecommunications services and wireless data telecommunications services (the "Service"); and

WHEREAS, the Jersey City Police Department West District building ("West District") has certain locations within the building which have inconsistent radio frequency and cellular service; and

WHEREAS, the West District has reviewed an arrangement with AT&T Mobility National Accounts LLC, with principal offices located at 1025 Lenox Park Blvd NE, Atlanta, GA 30319, and local offices located at AT&T Corp., One AT&T Way, Bedminster, NJ 07921-0752 ("AT&T"), to supplement the Service through installation of certain equipment at the West District, which will enhance radio frequency and cellular service at the premises ("AT&T RF System"); and

WHEREAS, AT&T has agreed to provide such equipment and enhancements at no cost to the City so long as the City does not remove the AT&T RF System for a period of three years, as set forth in the In-Building Service Enhancement Agreement ("ISE Agreement") attached hereto; and

WHEREAS, even if any removal costs were incurred in the first three years, such cost would be less than the bid threshold; and

WHEREAS, the City is therefore acquiring the AT&T RF System as a statutorily permitted contract pursuant to the provisions of N.J.S.A. 40A:11-6.1(c), as a contract which may be awarded directly by the Purchasing Agent as it is less than the bid threshold; and

WHEREAS, the contract may continue so long as the AT&T RF System functions and/or so long the City wishes to continue to use the AT&T RF System; and

WHEREAS, the purpose of this resolution is to consider the ISE Agreement, attached hereto, which must be executed with AT&T, and which sets forth the pertinent terms and conditions regarding installation and use of the AT&T RF System; and

WHEREAS, the City agrees to execute the ISE Agreement in substantially the form attached hereto.

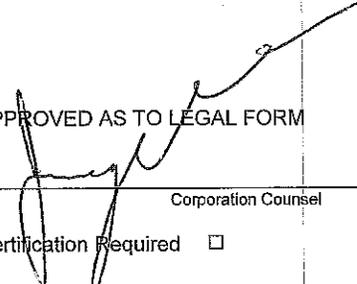
TITLE:

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

1. The City of Jersey City hereby accepts the ISE Agreement in substantially the form attached and agrees to comply with the terms and conditions attached, and
2. Subject to such modifications as may be deemed necessary or appropriate by Corporation Counsel, the Mayor or Business Administrator is authorized to execute the ISE Agreement, as well as any all documents necessary to effectuate the transaction and the effect of this resolution.

APPROVED: 

APPROVED: _____
Business Administrator

APPROVED AS TO LEGAL FORM


Corporation Counsel

Certification Required

Not Required

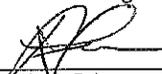
APPROVED 7-0

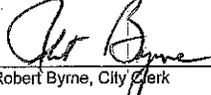
RECORD OF COUNCIL VOTE ON FINAL PASSAGE 4.13.16											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA		ABSENT	
RAMCHAL		ABSENT		OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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


Rolando R. Lavarro, Jr., President of Council


Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

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

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING THE CITY TO EXECUTE AN IN-BUILDING SERVICE ENHANCEMENT AGREEMENT WITH AT&T TO PROVIDE ENHANCED RADIO FREQUENCY COVERAGE TO THE JERSEY CITY POLICE DEPARTMENT - WEST DISTRICT

Initiator

Department/Division	Police	Public Safety
Name/Title	Robert Baker, Sr.	Acting 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

Installation of telecommunications equipment for enhanced wireless coverage at the new West District.

I certify that all the facts presented herein are accurate.

Jerome Cole
Signature of Department Director

4/5/16
Date



[For AT&T internal use only: AT&T Location Acct ID: _____]

ISE uuid: DQ5873

Agreement ID# 8692971

IN-BUILDING SERVICE ENHANCEMENT AGREEMENT

Customer	AT&T
Customer Legal Business Name: Jersey City Police Department City of Jersey City 280 Grove St. Jersey City, NJ 07302 Customer Service Address: Jersey City Police Dept West District 576 Communipaw Ave Jersey City, NJ 07304 USA	AT&T Mobility National Accounts LLC 1025 Lenox Park Blvd NE Atlanta, GA 30319
Customer Contact (for Notices) Name: Michael Rodriguez Title: Senior Systems Administrator Telephone: (201) 547-5477 Email: MlRodriguez@njcps.org	AT&T Contact (for Notices) Name: Brandon D'Orlando 200 South Laurel Ave Bldg B Middletown, NJ 07748 USA <u>With a copy (for Notices) to:</u> AT&T Corp. One AT&T Way Bedminster, NJ 07921-0752 ATTN: Master Agreement Support Team Email: mast@att.com

This In-Building Service Enhancement Agreement ("ISE Agreement") is between the customer named above ("Customer") and the AT&T entity named above ("AT&T"). AT&T and Customer are, at times, referred to herein individually as a "Party" and together as the "Parties". This ISE Agreement is effective on the date the last party signs (the "Effective Date").

AT&T and Customer are parties to the Wireless Service Agreement pursuant to which AT&T provides Customer with Service. As a supplement to that Service, Customer wants AT&T to provide enhanced RF coverage from the Network to certain Premises. AT&T is willing to provide a System to help enable such enhanced RF coverage pursuant to the terms and conditions of this ISE Agreement.

City of Jersey City (by its authorized representative)	AT&T (by its authorized representative)
By:	By:
Name:	Name:
Title:	Title:
Date:	Date:

IN-BUILDING SERVICE ENHANCEMENT AGREEMENT

1. Definitions.

- 1.1 **"Affiliate"** of AT&T means any entity that controls, is controlled by, or is under common control with AT&T.
- 1.2 **"Base Station"** means an AT&T-owned base transceiver station that generates RF, and any related equipment.
- 1.3 **"COAM"** means Customer owned and maintained and AT&T approved.
- 1.4 **"Distributed Antenna System" or "DAS"** means AT&T-owned or COAM antennas mounted on the interior of a building that can provide enhanced RF coverage to the interior of the building, the corresponding electronics, and the cabling and distribution systems required to connect the antennas to the electronics, but excluding any Customer-owned cabling and distribution systems in Customer's facilities on the Premises.
- 1.5 **"FCC"** means the Federal Communications Commission.
- 1.6 **"Frequency" or "Frequencies"** means the frequencies for which an AT&T Affiliate holds a license from the FCC for use in providing wireless telecommunication services and features.
- 1.7 **"Hazardous Materials"** means any substance or material capable of posing an unreasonable risk to health, safety or property or whose use, transport, storage, handling, disposal, or release is regulated by any law related to pollution, protection of air, water, or soil or health and safety.
- 1.8 **"Interference"** means undesired RF energy that can degrade the quality of Service on licensed frequencies, which may result in distorted conversations, dropped calls, and blocked calls for AT&T's licensed Affiliates or other carriers.
- 1.9 **"Modifications"** means any modifications, enhancements, expansions, upgrades, adjustments, shut-downs, disablements, or other changes to a System or any component thereof.
- 1.10 **"Network"** means the AT&T infrastructure that is used to provide wireless radio telecommunications services on the Frequencies.
- 1.11 **"Premises"** means the individual, physical locations identified in Exhibit A, including its sub-exhibits, all of which are attached hereto and incorporated herein by reference (collectively, "Exhibit A").
- 1.12 **"Repeater"** means an AT&T-owned or COAM bi-directional amplifier, and any related equipment.
- 1.13 **"RF"** means radio frequency.
- 1.14 **"Section" and "§"** mean sections of this ISE Agreement, unless otherwise noted.
- 1.15 **"Service"** means commercial mobile radio service, including without limitation wireless voice telecommunications services and wireless data telecommunications services, all as more fully described in the Wireless Service Agreement.
- 1.16 **"System"** means a customized in-building wireless radio telecommunications system comprised of one or more Base Station(s) or Repeater(s) (as applicable), the DAS, any related transmission facilities and any related equipment and cabling that will be installed for use on the Premises, as further described for each particular Premises in Exhibit A, to enable enhanced RF coverage from the Network.
- 1.17 **"Wireless Service Agreement"** means that certain WSCA Participating Addendum, between AT&T and the Jersey City Police Department, effective March 10, 2014, through June 30, 2019.

IN-BUILDING SERVICE ENHANCEMENT AGREEMENT

2. Term.

This Agreement shall continue in effect so long as AT&T provides Systems pursuant to Exhibits to this Agreement.

3. Systems and Premises.

3.1 Identification. The Parties acknowledge and agree that a unique System will be required for each of the Premises identified in Exhibit A. Customer understands and agrees that each System impacts Network capacity and performance, and that, due to the nature of RF, each System may not provide coverage for the entire corresponding Premises. These Premises will be identified in sub-Exhibits to Exhibit A as "Premises 1", "Premises 2" and so on. Similarly, the corresponding Systems, along with any installation fees, equipment removal fees, and other System-specific issues will be described in these sub-Exhibits. The Parties further acknowledge and agree that they may add additional Systems to existing Premises, or add new Premises in the future, by mutually agreed upon amendment. Unless otherwise set forth in Exhibit A, all terms and conditions of this ISE Agreement apply to each and all such Systems and Premises. In that regard, to the extent of any material conflict, the terms and conditions of Exhibit A take precedence over the terms and conditions of the remainder of this ISE Agreement.

3.2 Design. Each System may include a corresponding design to be mutually agreed by the Parties (each, a "Design"). If applicable, the Design will be attached hereto and incorporated herein as Exhibit B.

3.3 Installation. AT&T will install each System on the corresponding Premises in accordance with the corresponding System designs. Related installation fees for the System(s), if any, are set forth in Exhibit A. Customer agrees to pull/install the fiber for the entire system at no cost to AT&T.

3.4 Maintenance. If a System does not include a COAM DAS or COAM Repeater, then AT&T will maintain that System at AT&T's expense. Notwithstanding the foregoing, AT&T will not maintain nor will it pay for any cabling and distribution systems related to a System damaged by Customer.

3.5 Modification. Customer understands and agrees that with reasonable prior notification to Customer (a) AT&T may, in its sole discretion, make Modifications; and (b) any such Modifications may require additional space and consume additional power at the Premises. Furthermore, Customer will use reasonable good faith efforts to not change the Premises or Customer's use of the Premises in any way that interferes with the Frequencies, any System, or the Network. If (i) a planned Modification involves an expansion of the System or otherwise requires additional space and/or power and Customer objects to the Modification due to space limitations; or (ii) Customer changes the Premises or use of the Premises that interferes with the Frequencies, any System or the Network; and (iii) no reasonable solution can be found, then AT&T may, at its option (A) disable or shut down the impacted System at any time, and/or (B) remove the System in accordance with §6.3. Any Customer-proposed Modifications to a System are subject to AT&T's prior written approval, and, if approved, will be implemented by AT&T at Customer's sole expense. Nothing in this Section will affect AT&T's rights under §3.8.

3.6 Ownership. FCC regulations require AT&T to maintain sole control over any transmitting device that operates within AT&T's assigned Frequencies. The Parties agree that except with respect to a COAM DAS or COAM Repeater (if applicable): (a) Customer does not have, and will not acquire through this ISE Agreement or the Wireless Service Agreement, any proprietary or ownership rights or interest in any System, the Network, AT&T's cell sites and related components, the Frequencies, or the public revenues associated with the Service or a System, (b) each System, and all corresponding components, are and will remain the property of AT&T, and (c) AT&T will have the right to install, operate, maintain and remove any System in its sole discretion at AT&T's expense. AT&T has no proprietary or ownership rights in the Premises or Customer's facilities, including Customer-owned cabling and distribution systems, including the COAM DAS and/or COAM Repeater (if applicable) used as part of a System installation

3.6.1 Monitoring. Due to AT&T's ownership rights and FCC requirements, AT&T has the right to monitor the operation of a System twenty-four hours per day, seven days per week, in order to determine System performance and to ensure that Customer and/or a System does not cause Interference to other AT&T customers or their users, the Network, transmission facilities or other equipment. AT&T will determine the cause of such Interference and may, at its option, disable or shut down such System until AT&T is able to determine and eliminate the cause of the Interference. In the event AT&T intends to exercise its option to disable or shut down a System, then AT&T will provide Customer reasonable notice of the related processes.

3.6.2 Non-Exclusive Use of Base Station(s). Customer understands, acknowledges and agrees that, if a System includes one or more Base Stations, Customer's right to use the Base Station(s) is non-exclusive. AT&T may use any and all such Base Stations in connection with one or more separate customer's(s') Systems.

3.7 Connectivity. Customer understands and agrees that if a System includes a Base Station, then the Base Station requires connectivity to the Network via telephone company transport facilities, and AT&T will provide such connectivity at AT&T's expense.

IN-BUILDING SERVICE ENHANCEMENT AGREEMENT

3.8 AT&T Access. When accessing the Premises to complete any necessary installation, maintenance, repair, replacement, removal or other Modifications of any System, AT&T will be subject to Customer's reasonable security procedures and protocol, and at no cost to AT&T.

3.9 Use of Third Parties. Customer understands that AT&T may install, maintain, make Modifications to, monitor, remove and otherwise provide and operate a System under this ISE Agreement using AT&T's Affiliates and/or third party subcontractors, and, accordingly, all references to "AT&T" in this ISE Agreement shall include any such Affiliates and subcontractors.

4. Customer Responsibilities. Customer represents, warrants, and agrees that:

(a) Customer will obtain prior to installation at no cost to AT&T all required approvals, licenses, permits, and consents to allow AT&T to install, maintain, repair, replace, remove and/or operate a System on the corresponding Premises. For clarification, AT&T will obtain, at no additional cost to Customer, all approvals, licenses, permits and consents required by the FCC, the respective State Public Utilities Commission or any other regulatory agency for the operation of the System;

(b) Except as otherwise set forth in Section 3.7 (Connectivity), Customer will provide to AT&T, at no cost to AT&T, any conduit, holes (including without limitation any roof penetrations), wire ways, fiber wiring between buildings, power/utilities and other items reasonably required to allow AT&T to install, repair, maintain, replace, remove, make Modifications to, and/or operate a System. Customer is responsible for any necessary extension of the telecom/data circuit from the demarcation point to the location where the Base Station is deployed. Moreover, Customer agrees to reasonably cooperate with AT&T with the provision of such, including but not limited to transport, within a reasonable time;

(c) Customer will provide to AT&T, at no cost to AT&T, space in and on the corresponding Premises in accordance with Exhibit A that is sufficient, climate controlled, and in such a condition that will allow AT&T to install, repair, maintain, replace, remove, make Modifications to (subject to §3.5), and/or operate the corresponding System;

(d) Customer will ensure that the Premises at which AT&T installs and maintains a System is a suitable and safe working environment, free of Hazardous Materials. AT&T does not handle, remove or dispose of Hazardous Materials, and AT&T has no obligation to perform work at any Premises that is not a suitable and safe working environment. AT&T will not be liable for any Hazardous Materials;

(e) Customer will identify and make available to AT&T an authorized Customer representative to notify for gaining access to all Systems, and will provide AT&T with access to all Systems and any COAM DAS and/or any COAM Repeater as follows:

(1) Standard business hours for installation, maintenance, removal, replacement and certain Modifications (as reasonably determined by AT&T); and

(2) Twenty-four (24) hours per day, seven (7) days per week for repairs and certain Modifications (as reasonably determined by AT&T).

(f) Customer will ensure that all installation, modification, handling, maintenance, repair, removal of, and/or Modification to a System are performed solely by AT&T;

(g) Customer will not allow any other wireless carrier to use the System or any component thereof;

(h) Customer will be solely responsible for all costs to repair a System from damage caused by acts or omissions of Customer, its agents, employees, contractors, or invitees;

(i) Customer will be solely responsible for all costs associated with moving a System within the corresponding Premises, or to a new location, if such move is done at Customer's request, subject to AT&T's written approval which will not be unreasonably withheld;

(j) Customer will not install or operate a Repeater on any Premises to broadcast the Frequencies without AT&T's consent;

(k) Customer will notify AT&T of its intent to vacate any Premises at least sixty (60) days prior to such vacancy; and

[Intentionally omitted. Not applicable to Customer.]

IN-BUILDING SERVICE ENHANCEMENT AGREEMENT

5. Default. If either Party fails to perform or observe any material term or condition of this ISE Agreement within thirty (30) days after receipt of written notice of such failure from the other Party, then such Party will be in default of the ISE Agreement. No such failure, however, will be deemed to exist if a Party has commenced to cure such default within such period and provided that such efforts are prosecuted to completion with reasonable diligence. In addition, a Party will be in default of the ISE Agreement if (i) such Party makes a general assignment for the benefit of its creditors, (ii) a receiver is appointed for that Party due to its insolvency, (iii) that Party initiates a voluntary bankruptcy proceeding, (iv) that Party's creditors initiate a bankruptcy proceeding against that Party and such proceeding is continuing and not dismissed or discharged for sixty (60) days. Customer will also be in default of this ISE Agreement if it is in default of the Wireless Service Agreement or the Wireless Service Agreement is terminated.

6. Termination; Remedies.

6.1 Termination by Either Party. If a Party is in default of the ISE Agreement under Section 5 hereof, then the other Party may terminate this ISE Agreement and exercise any and all other remedies available at law or in equity. If AT&T terminates the Agreement under §6.1 it will also have the immediate right to shut down any and all Systems.

6.2 Termination by AT&T. AT&T may immediately terminate this ISE Agreement, exercise any and all other remedies available at law or in equity, and shut down any and all applicable Systems under the following circumstances:

6.2.1 Regulatory Change. In the event the FCC, the respective State Public Utilities Commission or any other regulatory agency or legislative body promulgates any rule, regulation or order that in effect or application prohibits or adversely affects AT&T's ability to fulfill its obligations hereunder.

6.2.2 Interference. In the event AT&T is unable to eliminate the cause of any Interference identified pursuant to §3.6.1 Monitoring, regardless of the cause.

6.2.3 Vacancy. In the event Customer vacates any Premises.

6.3 Equipment Removal. Upon termination of this ISE Agreement for any reason, AT&T has the additional right to enter the Premises and remove any and all Systems upon reasonable notice to Customer, provided, however that AT&T's rights under §6.3 extend only to the corresponding Premises.

6.4 Equipment Removal Fee. To the extent any equipment removal fees apply at a specific Premise, they are detailed in Exhibit A and Customer must pay such equipment removal fees. Furthermore, equipment removal fees detailed in Exhibit A may apply if (a) AT&T terminates the ISE Agreement under §6.1; (b) AT&T terminates the ISE Agreement pursuant to §6.2.2 where AT&T determines that the Interference is caused by Customer or its use of the Premises; and/or (c) AT&T terminates the ISE Agreement pursuant to §6.2.3.

7. Limitations of Liability and Disclaimers.

7.1 Limitation of Liability.

(a) AT&T will not be liable for any damages, arising out of or relating to mistakes, omissions, interruptions, delays, errors or defects in the System(s).

(b) Section 7.1(a) will not apply to (i) settlement, defense or payment obligations under §8 (Third Party Claims).

(c) AT&T's liability for bodily injury, death or damage to real or tangible property directly caused by AT&T's negligence or willful misconduct is limited to proven direct damages.

(d) EXCEPT FOR SETTLEMENT, DEFENSE OR PAYMENT OBLIGATIONS UNDER §8 (THIRD PARTY CLAIMS), OR IN THE CASE OF A PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, RELIANCE OR SPECIAL DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOST PROFITS, ADVANTAGE, SAVINGS OR REVENUES, OR INCREASED COST OF OPERATIONS.

7.2 Additional Limitations of Liability. AT&T WILL NOT BE LIABLE FOR ANY DAMAGES, EXCEPT TO THE EXTENT CAUSED BY AT&T'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, ARISING OUT OF OR RELATING TO: INTEROPERABILITY, ACCESS OR INTERCONNECTION OF THE SYSTEM WITH APPLICATIONS, EQUIPMENT, SERVICES, CONTENT OR NETWORKS PROVIDED BY CUSTOMER OR THIRD PARTIES; SERVICE DEFECTS, SERVICE LEVELS, DELAYS OR INTERRUPTIONS; ANY INTERRUPTION OR ERROR IN ROUTING OR COMPLETING CALLS OR OTHER TRANSMISSIONS (INCLUDING 911 CALLS OR ANY SIMILAR EMERGENCY RESPONSE NUMBER; LOST OR ALTERED MESSAGES OR

IN-BUILDING SERVICE ENHANCEMENT AGREEMENT

TRANSMISSIONS; OR UNAUTHORIZED ACCESS TO OR THEFT, ALTERATION, LOSS OR DESTRUCTION OF CUSTOMER'S, ITS AFFILIATE'S, USER'S, OR THIRD PARTIES' APPLICATIONS, CONTENT, DATA, PROGRAMS, CONFIDENTIAL INFORMATION, NETWORK OR SYSTEMS.

7.3 Disclaimer of Warranties. AT&T MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AND SPECIFICALLY DISCLAIMS (a) ANY REPRESENTATION OR WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT, OR (b) ANY WARRANTY ARISING BY USAGE OF TRADE OR COURSE OF DEALING. FURTHER, AT&T MAKES NO REPRESENTATION OR WARRANTY THAT WIRELESS CALLS OR OTHER TRANSMISSIONS WILL BE ROUTED OR COMPLETED WITHOUT ERROR OR INTERRUPTION (INCLUDING CALLS TO 911 OR ANY SIMILAR EMERGENCY RESPONSE NUMBER), OR GUARANTEE REGARDING NETWORK SECURITY OR COVERAGE.

7.4 Application and Survival. The disclaimer of warranties and limitations of liability set forth in this ISE Agreement will apply regardless of the form of action, whether in contract, equity, tort, strict liability or otherwise and whether or not damages were foreseeable, and will apply so as to limit the liability of each Party and its affiliates, and their respective employees, directors, subcontractors and suppliers.

8. Third Party Claims. AT&T and Customer agree to indemnify, defend and hold harmless the other Party and its parent company, affiliates, employees, directors, officers, and agents from and against all claims, demands, actions, causes of actions, damages, liabilities, losses, and expenses (including reasonable attorney's fees) incurred as a result of third party claims for damage to property and/or personal injuries (including death) arising out of the negligent or willful act or omission of the indemnifying Party. The following procedures will apply to any indemnification obligation under §8: (a) the Party seeking indemnification will promptly notify the indemnifying Party in writing of any claim or suit; (b) the indemnifying Party will have sole control of the defense or settlement; provided, however, that the indemnifying Party will not enter into any settlement that obligates the Party seeking indemnification to make an admission of guilt, or incur any expense for which the Party seeking indemnification is not indemnified, without such Party's prior written consent, which will not be unreasonably withheld; (c) the Party seeking indemnification will have the right to be represented separately by counsel of its own choosing, at its own expense, in connection with any claim or suit; and (d) the Party seeking indemnification will provide reasonable cooperation to the indemnifying Party at the indemnifying Party's expense.

9. Compliance with FCC Rules and Regulations. AT&T is a wireless carrier that uses federally licensed spectrum and is subject to rules and regulations of the Federal Communications Commission (FCC). The FCC has published specific regulatory guidelines as to the maximum permissible exposure (MPE) of radio frequency (RF) emissions. In connection with AT&T's installation of the equipment to be installed pursuant to this agreement at Customer locations, there may be circumstances when applicable FCC rules require AT&T to implement precautionary measures to implement safety protections for the benefit of the public relating to RF emissions. These include but are not limited to the placement of visible signage and/or physical barriers near the equipment's antenna. Customer hereby grants and/or shall obtain for AT&T the right to post all required signage, place all barriers and otherwise comply with the applicable FCC regulations at all locations where AT&T installs the equipment to be installed pursuant to this agreement.

10. [INTENTIONALLY RESERVED]

11. Miscellaneous.

11.1 Force Majeure. Except for payment of amounts due, neither party will be liable for any delay, failure in performance, loss or damage due to fire, explosion, cable cuts, power blackout, earthquake, flood, strike, embargo, labor disputes, acts of civil or military authority, war, terrorism, acts of God, acts of a public enemy, acts or omissions of carriers or suppliers, acts of regulatory or governmental agencies or other causes beyond such party's reasonable control.

11.2 Notices. Any required notices under this Agreement shall be in writing and shall be deemed validly delivered if made by hand (in which case delivery will be deemed to have been effected immediately), or by overnight mail (in which case delivery will be deemed to have been effected one (1) business day after the date of mailing), or by first class pre-paid post (in which case delivery will be deemed to have been effected five (5) days after the date of posting), or by facsimile or electronic transmission (in which case delivery will be deemed to have been effected on the day the transmission was sent). Any such notice shall be sent to the office of the recipient set forth on the cover page of this Agreement or to such other office or recipient as designated in writing from time to time

11.3 Governing Law. This Agreement will be governed by the law of the State of New Jersey, without regard to its conflict of law principles, unless a regulatory agency with jurisdiction over the applicable Service applies a different law. The United Nations Convention on Contracts for International Sale of Goods will not apply.

11.4 Assignment and Subcontracting.

IN-BUILDING SERVICE ENHANCEMENT AGREEMENT

(a) Customer may, without AT&T's consent but upon notice to AT&T, assign in whole or relevant part its rights and obligations under this Agreement to a Customer Affiliate. AT&T may, without Customer's consent, assign in whole or relevant part its rights and obligations under this Agreement to an AT&T Affiliate. In no other case may this Agreement be assigned by either party without the prior written consent of the other party (which consent will not be unreasonably withheld or delayed). In the case of any assignment, the assigning party shall remain financially responsible for the performance of the assigned obligations.

(b) AT&T may subcontract to an Affiliate or a third party work to be performed under this Agreement but will remain financially responsible for the performance of such obligations.

11.5 No Third Party Beneficiaries. This Agreement is for the benefit of Customer and AT&T and does not provide any third party (including Users) the right to enforce it or to bring an action for any remedy, claim, liability, reimbursement or cause of action or any other right or privilege.

11.6 Severability. If any portion of this Agreement is found to be invalid or unenforceable or if, notwithstanding Section 11.3 (Governing Law), applicable law mandates a different interpretation or result, the remaining provisions will remain in effect and the parties will negotiate in good faith to substitute for such invalid, illegal or unenforceable provision a mutually acceptable provision consistent with the original intention of the parties.

11.7 Survival. The terms and provisions of this ISE Agreement that by their nature require performance by either Party after the termination or expiration of this ISE Agreement, including, but not limited to, limitations of liability and exclusions of damages, will be and remain enforceable notwithstanding such termination or expiration of this ISE Agreement for any reason whatsoever.

11.8 Independent Contractor. Each party is an independent contractor. Neither party controls the other, and neither party nor its Affiliates, employees, agents or contractors are Affiliates, employees, agents or contractors of the other party.

11.9 Amendments and Waivers. Any supplement to or modification or waiver of any provision of this Agreement must be in writing and signed by authorized representatives of both parties. A waiver by either party of any breach of this Agreement will not operate as a waiver of any other breach of this Agreement.

11.10 Publicity. Neither party may issue any public statements or announcements relating to the terms of this Agreement or to the provision of Services without the prior written consent of the other party.

11.11 Dispute Resolution. The parties agree to exercise their best efforts to settle any dispute arising out of or related to this Agreement through good faith negotiation. Any dispute arising out of or related to this Agreement that cannot be resolved by negotiation shall be resolved by binding arbitration administered by the American Arbitration Association ("AAA") under its Commercial Arbitration Rules in effect at the time that a dispute is submitted for resolution (the "Rules"), as modified by this Agreement. Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Such arbitration shall be held in New York, New York.

11.12 Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to its subject matter. This Agreement supersedes all other agreements, proposals, representations, statements and understandings, whether written or oral, concerning the subject matter or the rights and obligations concerning the same, and the parties disclaim any reliance thereon. This Agreement will not be modified or supplemented by any written or oral statements, proposals, representations, advertisements, service descriptions or order forms.

IN-BUILDING SERVICE ENHANCEMENT AGREEMENT

EXHIBIT A

Premises

See Exhibit A-1, attached below.

IN-BUILDING SERVICE ENHANCEMENT AGREEMENT

**EXHIBIT A -1
Premises 1**

A. Term and Term Extensions.

Service Term	See section 2 of the Agreement.
Service Term Start Date	on the Effective Date of this Agreement

B. Location.

Physical address of Premises: 1 Jackson Street, Jersey City NJ 07304

C. Installation Fee.

Amount: \$ ___0.00_

D. Equipment Removal Fee(s).

The equipment removal fee for the System located at Premises is determined in accordance with the table below.

System Type	During 1st Year Following Agreement Effective Date	During 2nd Year Following Agreement Effective Date	During 3rd Year Following Agreement Effective Date	After 3rd Year Following Agreement Effective Date
Repeater-enabled	\$ _20,000.00_	\$ _15,000.00_	\$ ___10,000.00_	\$ _0.00_

E. System-Related Funding Provided by AT&T.

Amount: \$ ___100,000.00_

F. Maintenance.

Amount: \$ ___0.00_. See Section 3.4.

IN-BUILDING SERVICE ENHANCEMENT AGREEMENT

EXHIBIT B

DESIGN(S)

IN-BUILDING SERVICE ENHANCEMENT AGREEMENT

EXHIBIT B-1

Design for Premises 1

[IMMEDIATELY FOLLOWS THIS PAGE]

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

City Clerk File No. Res. 16.241

Agenda No. 10.Z.10

Approved: APR 13 2016

TITLE:



RESOLUTION AUTHORIZING A CONTRACT WITH VIPER COMMUNICATIONS FOR PURCHASE OF COMPUTER HARDWARE, FOR THE DEPARTMENT OF PUBLIC SAFETY (COMMUNICATIONS & TECHNOLOGY) INTRADO VIPER E-9-1-1 SYSTEM WITHOUT PUBLIC BIDDING

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, the present Intrado Viper E-9-1-1 monitors are 8 years old; and

WHEREAS, this equipment utilizes proprietary hardware and software; and

WHEREAS, the City of Jersey City (City) has received a proposal from Viper Communications in the total amount of Twenty Seven Thousand Nine Hundred Fifty One (\$27,951.04) Dollars and Four cents; and

WHEREAS, Viper Communications has specific knowledge of the Intrado Viper E-9-1-1 System having worked on this system in the past lending it the ability to rapidly diagnose and correct deficiencies; 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 \$27,951.04 are currently available in the **Account No. 04-215-55-960-990**; 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, Viper Communications has completed and submitted a Business Entity Disclosure Certification which certifies that Viper Communications has not made any reportable contributions to a political or candidate committee listed in the Business Entity Disclosure Certification in the previous one year, and that the contract will prohibit Viper Communications from making any reportable contributions during the term of the contract; and

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

WHEREAS, Viper Communications has submitted its certification of compliance with the City's Contractor Pay to Play reform ordinance adopted on September 3, 2008; and

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

City Clerk File No. Res. 16.241
Agenda No. 10.Z.10 APR 13 2016

TITLE:

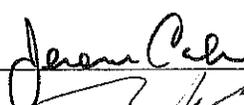
RESOLUTION AUTHORIZING A CONTRACT WITH VIPER COMMUNICATIONS FOR PURCHASE OF COMPUTER HARDWARE, FOR THE DEPARTMENT OF PUBLIC SAFETY (COMMUNICATIONS & TECHNOLOGY) INTRADO VIPER E-9-1-1 SYSTEM WITHOUT PUBLIC BIDDING

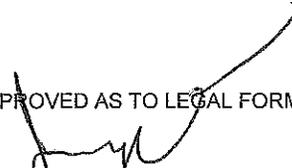
NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of Jersey City that:

1. A contract is awarded to Viper Communications in the amount of Twenty Seven Thousand Nine Hundred Fifty One (\$27,951.04) Dollars and Four cents 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 Viper Communications 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. 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
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 Mauer, Donna Mauer Chief Financial Officer, hereby certify that funds are available for payment of the above resolution in Account No. **04-215-55-960-990**

Acct. No.	P.O.#	Amount
04-215-55-960-990	120249	\$27,951.04

APPROVED: 
 APPROVED: 
 Business Administrator

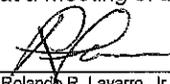
APPROVED AS TO LEGAL FORM 
 Corporation Counsel
 Certification Required
 Not Required
APPROVED 7-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 4.13.16											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA		ABSENT	
RAMCHAL		ABSENT		OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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


Rolando R. Lavarro, Jr., President of Council


Robert Byrne, City Clerk

RESOLUTION FACT SHEET – CONTRACT AWARD

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

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING A CONTRACT WITH VIPER COMMUNICATIONS FOR PURCHASE OF COMPUTER HARDWARE, FOR THE DEPARTMENT OF PUBLIC SAFETY (COMMUNICATIONS & TECHNOLOGY) INTRADO VIPER E-9-1-1 SYSTEM WITHOUT PUBLIC BIDDING

Initiator

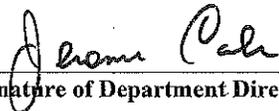
Department/Division	PUBLIC SAFETY	Communications & Technology
Name/Title	Robert Baker, Sr.	Director
Phone/email	201-547-5449	rbakersr@njcps.org

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

Resolution Purpose

Replacement of computer monitors that have exceeded end of life. Monitors are connected to the INTRADO 911 System that requires special model, manufacturer and software to be compatible.

I certify that all the facts presented herein are accurate.



Signature of Department Director

Date 3/31/16

Signature of Purchasing Director

Date

DETERMINATION OF VALUE CERTIFICATION

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

1. I am the Director of Public Safety of the City of Jersey City (Division of Police).
2. Attached to this Certification is a Resolution for replacement of computer monitors for the Intrado 911 system utilized by the Jersey City Department of Public Safety.
3. The amount of the contract is \$27,951.04 which exceeds \$17,500.
4. This certification is made pursuant to N.J.S.A. 19:44A-20.5.
5. I certify that the foregoing statements are true. I am aware that if any of the Foregoing statements made by me are willfully false, I am subject to punishment.

Dated: _____

3/21/14



James Shea, Director



Company Address 11A Commerce Way
Totowa, NJ 07512
US

Created Date 1/21/2016
Quote Number 00001070

Prepared By Chris Fisher
Email chris@viperc communications.com

Contact Name Bob Baker
Phone (201) 547-4722 direct
Email rbakersr@njcps.org

Bill To Name Bob Baker
Bill To 75 Bishop Street
Jersey City, NJ 07304
USA

Ship To Name Bob Baker
Ship To 75 Bishop Street
Jersey City, NJ 07304
United States

Product Code	Product	Sales Price	Quantity	Total Price
Service Call	Service Call	\$100.00	64.00	\$6,400.00
TD2220	Viewsonic TD2220 Touch Screen Monitor	\$294.00	32.00	\$9,408.00
VA2246M	Viewsonic VA2246M	\$126.49	96.00	\$12,143.04

Subtotal \$27,951.04

Grand Total \$27,951.04

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

The contractor and the President of Viper (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: BOB GONZALES

Representative's Signature: [Signature]

Name of Company: Viper Communications LLC

TEL No.: 973-304-1581

Date: 2-16

EXHIBIT A (Continuation)

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

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

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

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

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

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

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

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

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

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

Representative's Name/Title (Print):

Jody Gonzales / President

Representative's Signature:

Jody Gonzales

Name of Company:

Viper Communications LLC

Tel. No.:

973-304-1581

Date:

3-2-16



STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY

Division of Public Contracts Equal Employment Opportunity Compliance

DUPLICATE CERTIFICATE OF EMPLOYEE INFORMATION REPORT REQUEST

IMPORTANT- FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM AND SUBMIT THE REQUIRED \$75.00 FEE (Non-Refundable)
MAY DELAY ISSUANCE OF YOUR DUPLICATE CERTIFICATE OF EMPLOYEE INFORMATION REPORT.

SECTION A - COMPANY IDENTIFICATION

1. FED. NO. OR SOCIAL SECURITY	2. ASSIGNED CERTIFICATION NUMBER	ISSUE DATE	EXPIRATION DATE
	52085	1-15-14	1-15-21

3. COMPANY NAME
Viper Communications LLC

4. STREET CITY COUNTY STATE ZIP CODE
11A Commerce Way Totowa NJ 07512

5. REASON FOR REQUEST OF DUPLICATE CERTIFICATE
 1. Lost Certificate 2. Damaged 3. Other (Specify)

SECTION B - SIGNATURE AND IDENTIFICATION

6. NAME OF PERSON COMPLETING FORM (Print or Type)	SIGNATURE	TITLE	DATE MO DAY YEAR
Sady Gonzales	<i>Sady Gonzales</i>	owner	3/2/16

7. ADDRESS NO. & STREET CITY COUNTY STATE ZIP CODE PHONE (AREA CODE, NO., EXTENSION)
11A Commerce Way Totowa NJ 07512 973-304-1581

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

SECTION C - OFFICIAL USE ONLY

RECEIVED DATE:	DIVISION OF REVENUE ID #:
----------------	---------------------------

INSTRUCTIONS FOR COMPLETING DUPLICATE CERTIFICATE REQUEST

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

ITEM 2 - Enter the Certificate Number that was assigned to your company along with the Issue Date and Expiration Date (if available).

ITEM 3 - Enter the name by which the company is identified.

ITEM 4 - Enter the physical location of the company. Include City, County, State and Zip Code.

ITEM 5 - Enter the reason for requesting a Duplicate Certificate of Employee Information Report.

ITEM 6 - Print or type the name of the person completing the form. Include the signature, title and date.

ITEM 7 - Enter the physical location where the form is being completed, include City, State, Zip Code and Phone Number.

RETAIN A COPY OF THIS REQUEST FOR THE VENDOR'S OWN FILES AND FORWARD ONE COPY WITH A CHECK IN THE AMOUNT OF \$75.00 (Non-Refundable Fee) PAYABLE TO "THE TREASURER, STATE OF NEW JERSEY" TO:

NJ Department of the Treasury
Division of Public Contracts
Equal Employment Opportunity Compliance
PO Box 206

Trenton, New Jersey 08625-0206

Telephone No. (609) 292-5473

PLEASE ALLOW 15 BUSINESS DAYS FOR PROCESSING THE DUPLICATE CERTIFICATE

**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 : Viper Communications, LLC
Address : 11A Commerce Way Totowa, NJ 07062
Telephone No. : (973) 304-1581
Contact Name : Jody Bonzales

Please check applicable category :

<input type="checkbox"/> Minority Owned Business (MBE)	<input type="checkbox"/> Minority & Woman Owned Business (MWBE)
<input checked="" type="checkbox"/> Woman Owned business (WBE)	<input type="checkbox"/> Neither

Definitions

Minority Business Enterprise

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

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

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

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

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

Woman Business Enterprise

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

OFFICE OF EQUAL OPPORTUNITY COPY

STATE OF NEW JERSEY DEPARTMENT OF THE TREASURY
 Division of Contract Compliance & Equal Employment Opportunity

VENDOR ACTIVITY SUMMARY REPORT

NEW HIRES PROMOTIONS TRANSFERS TERMINATIONS (CHECK (X) APPROPRIATE ACTIVITY)

CERTIFICATE NO. _____ DATES OF PAYROLL PERIOD USED: FROM _____ TO _____
 NAME OF FACILITY: _____

Viper Communications LLC
 11A Commerce Way Totowa NJ 07512
 City State Zip Code

JOB CATEGORIES	MALE					FEMALE						
	Total	Black	Hispanic	AM. Indian	Asian	Non-Min.	Total	Black	Hispanic	AM. Indian	Asian	Non-Min.
OFFICIALS & MANAGERS	1	1					2		1			1
PROFESSIONALS	2					2						
TECHNICIANS	5		1	1		3						
SALES WORKERS	4				1	3	2					2
OFFICE & CLERICAL							1					
CRAFTWORKERS									1			
OPERATIVES												
LABORERS	1	1										
SERVICE WORKERS												
TOTAL	13	2	1	1	1	8	5		2			3

I certify that the information on this form is true and correct.
 NAME OF PERSON COMPLETING FORM (Print or Type) _____
 LAST FIRST MI SIGNATURE _____ DATE SUBMITTED _____

Ahmed Likhman
 ADDRESS (NO. & STREET) _____ (CITY) _____ (STATE) _____ (ZIP) _____

11A Commerce Way Totowa NJ 07512
 PHONE (AREA CODE, NO., EXTENSION) 973-304-1581

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): Jody Gonzalez / President

Representative's Signature: Jody Gonzalez

Name of Company: Viper Communications LLC

Tel. No. 973-304-1581 Date: 3-2-16

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: Videa Communications LLC

SIGNATURE: Jody Gonzales DATE: 3-2-16

PRINT NAME: Jody Gonzales TITLE: President

AFFIRMATIVE ACTION COMPLIANCE (SAMPLE DOCUMENTS)

**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 Viper Communications (name of business entity) has not made any reportable contributions in the **one-year period preceding 3/1/10 (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 Viper Communications (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: Viper Communications LLC

Signed: Jody Gonzales Title: President

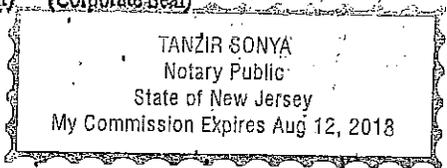
Print Name: Jody Gonzales Date: 3/2/10

Subscribed and sworn before me
this 2nd day of March, 2010.

My Commission expires: 08/12/2018

TANZIR SONYA
(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.

NON COLLUSION AFFIDAVIT
STATE OF NEW JERSEY
CITY OF JERSEY CITY:

I certify that I am Jody Gonzales, President

of the firm of Viper Communications, LLC

the bidder making the proposal for the above named project, and that I executed the said proposal with full authority so to do; that said bidder has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the City of Jersey City relies upon the truth of the statements contained in said proposal and in the statements contained in this affidavit in awarding the contract for the said project.

I further warrant that no person or selling agency has been employed to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by (N.J.S.A.52:34-25)

(Signature of respondent) Jody Gonzales

SUBSCRIBED AND SWORN TO
BEFORE ME THIS DAY March 3rd OF 20 16

(TYPE OR PRINT NAME OF AFFIANT UNDER SIGNATURE) TANZIR SONIA

NOTARY PUBLIC OF [Signature]
MY COMMISSION EXPIRES: 20 08/12/2018

(NOTE: THIS FORM MUST BE COMPLETED, NOTARIZED AND RETURNED WITH THIS PROPOSAL).

TANZIR SONIA
Notary Public
State of New Jersey
My Commission Expires Aug 12, 2018

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
Jody Gonzales 51%	11 Barbara Lane Oakland NJ 07436	51
Wkman Ahmed	354 Belleville ave Belleville NJ 07109	49

SIGNATURE: Jody Gonzales

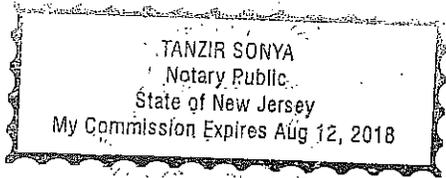
TITLE: President

SUBSCRIBED AND SWORN TO
BEFORE ME THIS DAY MARCH 2nd OF 2016

(TYPE OR PRINT NAME OF AFFIANT UNDER SIGNATURE) TANZIR SONYA

NOTARY PUBLIC OF [Signature]
MY COMMISSION EXPIRES: 20 08/12/2016

(NOTE: THIS FORM MUST BE COMPLETED, NOTARIZED AND RETURNED WITH THIS PROPOSAL).



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: *Jody Gonzales*

Name: <i>Jody Gonzales</i> Home Address: <i>11 Barbara Lane</i> <i>Oakland, NJ 07436</i>	Name: <i>Lukman Ahmed</i> Home Address: <i>334 Belleville Ave</i> <i>Belleville, NJ 07109</i>
Name: Home Address:	Name: Home Address:
Name: Home Address:	Name: Home Address:

Subscribed and sworn before me this 2nd day of March 2018

 (Notary Public)

My Commission expires: 08/12/2018

TANZIR SONYA (Affiant)
 Notary Public
 State of New Jersey
 My Commission Expires Aug 12, 2018 & Title of affiant)
 (Corporate Seal)

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

Part I – Vendor Affirmation

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

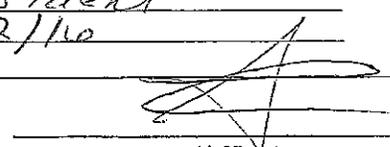
Name of Stock or Shareholder	Home Address
Jody Gonzales 51%	11 Barbara Lane Oakland, NJ 07436
Lukman Ahmed	334 Belleville ave Belleville NJ 07109

Part 3 – Signature and Attestation:

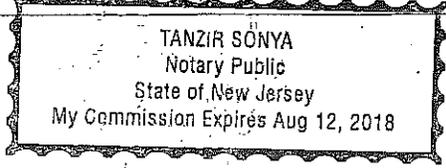
The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: Viper Communications LLC
 Signed: Jody Gonzales Title: President
 Print Name: Jody Gonzales Date: 3/2/16

Subscribed and sworn before me this 2nd day of MARCH, 2016
 My Commission expires: 08/12/2018



 (Affiant)
TANZIR SONYA
 (Print name & title of affiant) (Corporate Seal)



STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT OF TREASURY
DIVISION OF REVENUE
PO BOX 552
TRENTON, N.J. 08646-0552

TAXPAYER NAME:
VIPER COMMUNICATIONS LLO

ADDRESS:
11A COMMERCE WAY
TOTOWA NJ 07072
EFFECTIVE DATE:

02/27/08

TRADE NAME:

SIPTRIA

SEQUENCE NUMBER:

000160

ISSUANCE DATE:

04/17/14



Director
New Jersey Division of Revenue

FORM-BRC

04/08/14-23-148

This Certificate is NOT assignable or transferable. It must be conspicuously displayed at all business addresses.

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

City Clerk File No. Res. 16.242
Agenda No. 107Z.11
Approved: APR 13 2016
TITLE:



RESOLUTION AUTHORIZING AN AGREEMENT WITH VIPER COMMUNICATIONS FOR PROVIDING MAINTENANCE AND SUPPORT SERVICES FOR THE DEPARTMENT OF PUBLIC SAFETY (COMMUNICATIONS & TECHNOLOGY) INTRADO VIPER E-9-1-1 SYSTEM WITHOUT PUBLIC BIDDING

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, funds must be allocated for the maintenance of the Public Safety Intrado Viper E-9-1-1 System; and

WHEREAS, this equipment utilizes proprietary hardware and software; and

WHEREAS, the City of Jersey City (City) has received a proposal from Viper Communications in the total amount of One Hundred Sixty Two Thousand Four Hundred Forty (\$162,440.00) Dollars a year period beginning March 1, 2016 – March 1, 2017; and

WHEREAS, Viper Communications has specific knowledge of the Intrado Viper E-9-1-1 System having worked on this system in the past lending it the ability to rapidly diagnose and correct deficiencies; 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 \$40,610.00 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, Viper Communications has completed and submitted a Business Entity Disclosure Certification which certifies that Viper Communications has not made any reportable contributions to a political or candidate committee listed in the Business Entity Disclosure Certification in the previous one year, and that the contract will prohibit Viper Communications from making any reportable contributions during the term of the contract; and

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

WHEREAS, Viper Communications has submitted its certification of compliance with the City's Contractor Pay to Play reform ordinance adopted on September 3, 2008; and

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

City Clerk File No. Res. 16.242
Agenda No. 10.7.11 APR 13 2016

TITLE:

RESOLUTION AUTHORIZING AN AGREEMENT WITH VIPER COMMUNICATIONS FOR PROVIDING MAINTENANCE AND SUPPORT SERVICES FOR THE DEPARTMENT OF PUBLIC SAFETY (COMMUNICATIONS & TECHNOLOGY) INTRADO VIPER E-9-1-1 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 Viper Communications in the amount of One Hundred Sixty Two Thousand Four Hundred Forty (\$162,440.00) 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 Viper Communications 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 funds are available for payment of the above resolution in Account No. **16-01-201-25-271-310**

Acct. No. **16-01-201-25-271-310** P.O.# **120403** Amount **\$162,440.00**

APPROVED: Jerome Cole APPROVED AS TO LEGAL FORM [Signature]

APPROVED: [Signature] Business Administrator CORPORATION COUNSEL [Signature]

Certification Required Not Required

APPROVED 7-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 4.13.16											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA		ABSENT	
RAMCHAL		ABSENT		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 VIPER COMMUNICATIONS FOR PROVIDING MAINTENANCE AND SUPPORT SERVICES FOR THE DEPARTMENT OF PUBLIC SAFETY (COMMUNICATIONS & TECHNOLOGY) INTRADO VIPER E-9-1-1 SYSTEM WITHOUT PUBLIC BIDDING

Project Manager

Department/Division	Communications & Technology	Public Safety
Name/Title	Robert Baker, Sr.	Acting Director
Phone/email	201-547-5449	rbakersr@njcps.oeg

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

Contract Purpose

Support and maintenance of the Intrado Viper 911 system vital to Public Safety.

Cost (Identify all sources and amounts)

2016 OE \$162,440.00

Contract term (include all proposed renewals)

March 1, 2016 thru March 1, 2017

Type of award

If "Other Exception", enter type

Additional Information

I certify that all the facts presented herein are accurate.

Jerome Baker
Signature of Department Director

3/31/16
Date

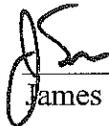
DETERMINATION OF VALUE CERTIFICATION

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 Viper Communications to provide the City with maintenance and support for the Intrado Viper E-911 system.
3. The term of the contract is one year effective as of March 1, 2016.
4. The amount of the contract is \$162,440.00 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: _____

3/31/16



James Shea, Director of Public Safety

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
Lavare 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
Jody Gonzales 51%	11 Barbara Lane Oakland, NJ 07436
Lukman Ahmed	334 Belleville Ave Belleville NJ 07109

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: Viper Communications LLC
 Signed: Jody Gonzales Title: President
 Print Name: Jody Gonzales Date: 3/2/16

Subscribed and sworn before me this 2nd day of MARCH, 2016.

My Commission expires: 08/12/2018

TANZIA SONYA (Affiant)
 Print name & title of affiant (Corporate Seal)

TANZIA SONYA
 Notary Public
 State of New Jersey
 My Commission Expires Aug 12, 2018

**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 Viper Communications (name of business entity) has not made any reportable contributions in the one-year period preceding 3/1/10 (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 Viper Communications (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.

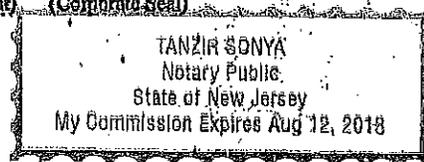
Name of Business Entity: Viper Communications LLC

Signed: Jody Gonzalez Title: President

Print Name: Jody Gonzalez Date: 3/2/10

Subscribed and sworn before me
this 20 day of March 2010
My Commission expires: 08/12/2018

TANZIR SONYA
(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.**

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT OF TREASURY
DIVISION OF REVENUE
PO BOX 280
TRENTON, NJ 08646-0280

TAXPAYER NAME:
VIBER COMMUNICATIONS LLO

ADDRESS:
41A COMMENCE WAY
TOTOWA NJ 07070
EFFECTIVE DATE:
06/17/88

TRADE NAME:
SIPTRIA
SEQUENCE NUMBER:
000000

ISSUANCE DATE:
06/17/88

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

FORM-B76

RENEWAL PACKAGE
FOR CERTIFICATE OF
EMPLOYEE
INFORMATION REPORT

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

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

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

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

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

Representative's Name/Title Printed: Joseph Gonzalez
Representative's Signature: [Signature]
Name of Company: Videa Communications, LLC
Tel. No.: 978-304-1581 Date: 2-16

EXHIBIT A (Continuation)

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

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

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

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

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

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

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

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

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

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

Representative's Name/Title (Print): Jody Gonzales / President

Representative's Signature: Jody Gonzales

Name of Company: Viper Communications LLC

Tel. No.: 973-304-1581 Date: 3-2-16



STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY
Division of Public Contracts Equal Employment Opportunity Compliance

DUPLICATE CERTIFICATE OF EMPLOYEE INFORMATION REPORT REQUEST

IMPORTANT-FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM AND SUBMIT THE REQUIRED \$75.00 FEE (Non-Refundable)
MAY DELAY ISSUANCE OF YOUR DUPLICATE CERTIFICATE OF EMPLOYEE INFORMATION REPORT.

SECTION A - COMPANY IDENTIFICATION

1. FED. NO. OR SOCIAL SECURITY	2. ASSIGNED CERTIFICATE NUMBER 52083	ISSUE DATE 1-15-14	EXPIRATION DATE 1-15-21
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3. COMPANY NAME
Viper Communications LLC

4. STREET 11 Commerce Way Totowa	CITY Totowa	COUNTY Union	STATE NJ	ZIP CODE 07512
--	-----------------------	------------------------	--------------------	--------------------------

5. REASON FOR REQUEST OF DUPLICATE CERTIFICATE
 1. Lost Certificate 2. Damaged 3. Other (Specify)

SECTION B - SIGNATURE AND IDENTIFICATION

6. NAME OF PERSON COMPLETING FORM (Print or Type) Sady Gonzales	SIGNATURE <i>Sady Gonzales</i>	TITLE owner	DATE MO DAY YEAR 3/2/16
---	-----------------------------------	-----------------------	--------------------------------------

7. ADDRESS NO. & STREET 11 Commerce Way Totowa	CITY Totowa	COUNTY Union	STATE NJ	ZIP CODE 07512	PHONE (AREA CODE, NO., EXTENSION) 973-304-1581
--	-----------------------	------------------------	--------------------	--------------------------	--

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

SECTION C - OFFICIAL USE ONLY

RECEIVED DATE	DIVISION OF REVENUE DIN #
---------------	---------------------------

INSTRUCTIONS FOR COMPLETING DUPLICATE CERTIFICATE REQUEST

- ITEM 1 - Enter the Federal Identification Number assigned by the Internal Revenue Service, or if a Federal Employer Identification Number has been applied for, or if your business is such that you have not or will not receive a Federal Employer Identification Number, enter the Social Security Number of the owner or of one partner, in the case of a partnership.
- ITEM 2 - Enter the Certificate Number that was assigned to your company along with the Issue Date and Expiration Date (if available).
- ITEM 3 - Enter the name by which the company is identified.
- ITEM 4 - Enter the physical location of the company. Include City, County, State and Zip Code.
- ITEM 5 - Enter the reason for requesting a Duplicate Certificate of Employee Information Report.
- ITEM 6 - Print or type the name of the person completing the form. Include the signature, title and date.
- ITEM 7 - Enter the physical location where the form is being completed. Include City, State, Zip Code and Phone Number.

RETAIN A COPY OF THIS REQUEST FOR THE VENDOR'S OWN FILES AND FORWARD ONE COPY WITH A CHECK IN THE AMOUNT OF \$75.00 (Non-Refundable Fee) PAYABLE TO "THE TREASURER, STATE OF NEW JERSEY," TO:

NJ Department of the Treasury
Division of Public Contracts
Equal Employment Opportunity Compliance
PO Box 206

Trenton, New Jersey 08625-0206

Telephone No. (609) 292-5473

PLEASE ALLOW 15 BUSINESS DAYS FOR PROCESSING THE DUPLICATE CERTIFICATE

**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 : Viper Communications, LLC
Address : 11A Commerce Way Totowa, NJ 07812
Telephone No. : (973) 304-1581
Contact Name : Jody Bonzalet

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

STATE OF NEW JERSEY DEPARTMENT OF THE TREASURY
Division of Contract Compliance & Equal Employment Opportunity
VENDOR AGENCY SUMMARY REPORT

NEW BIDS PROPOSALS BIDDERS PERMITTEES (CHECK (X) APPROPRIATE CATEGORY)

COMMITMENT NO. _____ DATES OF PERIOD FROM _____ TO _____
 NAME OF CONTRACTOR _____

Viper Commercial LLC COUNTY Passaic STATE NJ ZIP CODE 07512
114 Commerce Way CITY Totowa

JOB	MAINT					REPAIRS					
	Total	Black	Hispanic	AM. Indian	Asian	Non-Imm.	Detail	Attack	Hispanic	Asian	Non-Imm.
MANAGERS	1	1					2		1		1
OFFICIALS & MANAGERS	2					2					
PROFESSIONALS	5		1	1		3					
TECHNICIANS	4				1	3	2				2
SKILLED WORKERS							1		1		
OFFICE & SERVICE											
CRANFOLDERS											
OPERATIVES											
LABORERS	1	1									
SERVICE WORKERS											
TOTAL	13	2	1	1	1	8	5		2		3

I certify that the information on this form is true and correct.
 NAME OF PERSON COMPLETING FORM (PRINT OR TYPE) _____
 FIRST _____ MI _____ LAST _____

Sharon Lukken SIGNATURE
 ADDRESS (NO. & STREET) _____

(CITY) Totowa (STATE) NJ (ZIP) 07512 PHONE (AREA CODE, NO., EXTENSION) 973-304-1581

DATE SUBMITTED _____

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

The undersigned vendor certifies 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): Josely Gonzalez / President
Representative's Signature: Josely Gonzalez
Name of Company: Viper Communications LLC
Tel. No. 973-304-1581 Date: 3-2-16

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: Viver Communications LLC

SIGNATURE: Jody Gonzales DATE: 3-2-16

PRINT NAME: Jody Gonzales TITLE: President

AFFIRMATIVE ACTION COMPLIANCE (SAMPLE DOCUMENTS)

NON COLLUSION AFFIDAVIT
STATE OF NEW JERSEY
CITY OF JERSEY CITY

I certify that I am Jody Gonzales, President
of the firm of Viper Communications, LLC

the bidder making the proposal for the above named project, and that I executed the said proposal with full authority so to do; that said bidder has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the City of Jersey City relies upon the truth of the statements contained in said proposal and in the statements contained in this affidavit in awarding the contract for the said project.

I further warrant that no person or selling agency has been employed to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by (N.J.S.A. 52:34-25)

(Signature of respondent) Jody Gonzales

SUBSCRIBED AND SWORN TO
BEFORE ME THIS DAY March 3rd OF 20 16

(TYPE OR PRINT NAME OF AFFIANT UNDER SIGNATURE) TANZIR SONIA

NOTARY PUBLIC OF [Signature]
MY COMMISSION EXPIRES: 20 08/12/2018

(NOTE: THIS FORM MUST BE COMPLETED, NOTARIZED AND RETURNED WITH THIS PROPOSAL).

TANZIR SONIA
Notary Public
State of New Jersey
My Commission Expires Aug 12, 2018

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
Jody Gonzales 51%	11 Barbara Lane Oakland NJ 07436	51
Wkerman Ahmed	354 Bellevilleave Belleville NJ 07109	49

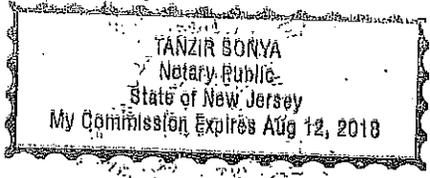
SIGNATURE: Jody Gonzales
 TITLE: President

SUBSCRIBED AND SWORN TO
 BEFORE ME THIS DAY MARCH 2nd OF 2016

(TYPE OR PRINT NAME OF AFFIANT UNDER SIGNATURE) TANZIR SONYA

NOTARY PUBLIC OF [Signature]
 MY COMMISSION EXPIRES: 20 08/12/2016

(NOTE: THIS FORM MUST BE COMPLETED, NOTARIZED AND RETURNED WITH THIS PROPOSAL).



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:

Jody Gonzalez

Name: <i>Jody Gonzalez</i>	Name: <i>Lukman Ahmed</i>
Home Address: <i>11 Barbara Lane Oakland, NJ 07436</i>	Home Address: <i>334 Belleville Ave Belleville, NJ 07109</i>
Name:	Name:
Home Address:	Home Address:
Name:	Name:
Home Address:	Home Address:

Subscribed and sworn before me this *2nd* day of *March* 2018

(Notary Public)

My Commission expires: *08/12/2018*

TANZIR BONYA (Affiant)
Notary Public
State of New Jersey
My Commission Expires Aug 12, 2018 & Title of Affiant

(Corporate Seal)

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

City Clerk File No. Res. 16,243

Agenda No. 10.Z.12

Approved: APR 13 2016

TITLE:



RESOLUTION AUTHORIZING AN AWARD OF A CONTRACT TO SAFEWARE, INC. FOR THE PURCHASE, INSTALLATION, IMPLEMENTATION AND MAINTENANCE OF COMPUTER AIDED DISPATCH/RECORDS MANAGEMENT SYSTEM THROUGH THE U.S. COMMUNITIES GOVERNMENT PURCHASING ALLIANCE FOR THE DEPARTMENT OF PUBLIC SAFETY (COMMUNICATIONS CENTER)

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

WHEREAS, N.J.S.A. 52:34-6.2 authorizes a municipality to enter into cooperative purchasing agreements with one or more other states or political subdivisions for the purchase of goods and services; and

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

WHEREAS, the U.S. Communities Government Purchasing Alliance is a lead agency under a Cooperative Pricing Agreement approved by the Division of Local Government Services; and

WHEREAS, the Computer Aided Dispatch/Records Management System is a law enforcement software platform custom designed to enable the management, sharing, and analyzing information using the latest web and mobile standards from command staff to patrol officers. The current designed system is over twelve years old and is no longer supported by the vendor; and

WHEREAS, Resolution 14.626 approved on September 23, 2014 authorized the City of Jersey City (City) to enter into a Cooperative Agreement with the U.S. Communities Government Purchasing Alliance; and

WHEREAS, the Department of Public Safety wishes to purchase the system for the Communications Center from Safeware Inc., 4403 Forbes Boulevard, Lanham, Maryland 20706 who is in possession of contract 4400001839; and

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

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

1. Safeware, Inc.'s proposal to purchase, install, implement and maintain the Computer Aided Dispatch/Records Management System for the Department of Public Safety/Communications Center is accepted and a contract in the amount of \$614,880.00 is awarded to Safeware, Inc.
2. Upon certification by an official or employee of the City authorized to administer the contract, that the services have been provided and the requirements of the contract met, then payment to the contractor shall be made in accordance with the provisions of the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et seq.;

(Continued on page 2)

TITLE:

RESOLUTION AUTHORIZING AN AWARD OF A CONTRACT TO SAFEWARE, INC. FOR THE PURCHASE, INSTALLATION, IMPLEMENTATION AND MAINTENANCE OF COMPUTER AIDED DISPATCH/RECORDS MANAGEMENT SYSTEM THROUGH THE U.S. COMMUNITIES GOVERNMENT PURCHASING ALLIANCE FOR THE DEPARTMENT OF PUBLIC SAFETY (COMMUNICATIONS CENTER)

- 3. The Mayor or Business Administrator is hereby authorized to execute a contract on behalf of the City of Jersey City.
- 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.

<u>Dept of Public Safety/Communications</u>	<u>PO #</u>	<u>Total Contract</u>	<u>Temp Enc:</u>
04-215-55-960-990	120462	\$614,880.00	\$10,000.00

APPROVED: _____
Peter Folgado, Director of Purchasing,
OPA, RPPO

3/28/16
Date

PF/pv
3/17/16

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: _____
Business Administrator

Corporation Counsel

Certification Required

Not Required

APPROVED 7-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 4.13.16											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA		ABSENT	
RAMCHAL		ABSENT		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 A CONTRACT TO SAFEWARE, INC. FOR THE PURCHASE, INSTALLATION, IMPLEMENTATION AND MAINTENANCE OF COMPUTER AIDED DISPATCH/RECORDS MANAGEMENT SYSTEM THROUGH THE U.S. COMMUNITIES GOVERNMENT PURCHASING ALLIANCE FOR THE DEPARTMENT OF PUBLIC SAFETY (COMMUNICATIONS CENTER)

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

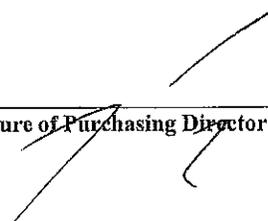
Custom designed Record Management System (SMS) and Computer Aided Dispatch (CAD) software for the Department of Public Safety. The current custom designed system is over twelve years old and is no longer supported by the vendor.

I certify that all the facts presented herein are accurate.



Signature of Department Director

Date 3/18/16



Signature of Purchasing Director

Date 3/28/16



New Jersey Division of Revenue

Revenue

NJBGS

On-Line Business Registration Certificate Service

CERTIFICATE NUMBER 0093615 FOR SAFEWARE INC. IS VALID.

THIS CHECK IS VOID WITHOUT PAPER VALUE, GREEN BACKGROUND AND AN ARTIFICIAL WATERMARK ON THE BACK. HOLD AT ANGLE TO VIEW.

Safeware, Inc.
4403 Forbes Blvd.
Lanham, MD 20706-4328
301-583-1234

M&T Bank
Rockville Branch
1 Research Court
Suite 400

Check No. 205590
7-11/520/520

One Hundred Fifty Dollars And 00 Cents

Date	Payee ID
3/21/2016	87678
Pay This Amount	
\$150.00***	

PAY TO THE ORDER OF THE TREASURER STATE OF NEW JERSEY

Mary Anne T. Romano

SIGNATURE HAS A COLLORED BACKGROUND - BORDER CONTAINS MICROPRINTING

⑈ 205590 ⑈ 1:0520001131: 0970471100 ⑈

Detach stub before depositing 3/21/2016

Safeware, Inc. 12.14.1292 112213

Date	Invoice No.	Description	Detail Description	Amount	Detail Amt.	Terms Amt.	Net Amt.	Disputed Amt.	Adjusted Amt.
3/21/2016	REPORT-03			150.00		0.00	150.00	0.00	150.00
CHECK 205590 TOTALS FOR PAYEE THE TREASURER STATE OF NEW JERSEY:				\$150.00		\$0.00	\$150.00	\$0.00	\$150.00

For the Cert of employee information report

3.21.16

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

City Clerk File No. Res. 14.626

Agenda No. 10.1

Approved: SEP 23 2014

TITLE:



RESOLUTION AUTHORIZING MEMBER PARTICIPATION IN THE U.S. COMMUNITIES GOVERNMENT PURCHASING ALLIANCE COOPERATIVE PURCHASING SYSTEM

COUNCIL offered and moved adoption of the following resolution:

WHEREAS, N.J.S.A. - 52:34-6.2 authorizes a municipality to enter into cooperative purchasing agreements with one or more other states or political subdivisions for the purchase of goods and services; and

WHEREAS, U.S. Communities Government Purchasing Alliance is a nationally-recognized and accepted cooperative purchasing agreement that was developed utilizing a competitive bidding process; and

WHEREAS, the U.S. Communities Government Purchasing Alliance has offered the City of Jersey City (City) the opportunity to participate in a Cooperative Purchasing System for the purchase of goods and services; and

WHEREAS, the City desires to join the U.S. Communities Government Purchasing Alliance to purchase goods and/or services, to make the procurement process more efficient and to provide cost savings to the City;

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

- The Purchasing Agent is authorized to complete an on-line registration form that will allow the City to participate in the U.S. Communities Government Purchasing Alliance; and
- The City of Jersey City shall ensure that the goods and/or services procured through the system comply with all applicable laws of the State of New Jersey, Local Public Contracts Law N.J.S.A. 40A:11-1 et seq. and all other provisions of the revised statutes of the State of New Jersey.

APPROVED: [Signature] 9/15/14
 APPROVED AS TO LEGAL FORM
 APPROVED: [Signature] Corporation Counsel
 Certification Required
 Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 9.23.14											
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

*U.S. Communities
 2-6002013*



Public Services Alliance
 California Communities
 Canadian Communities
 Compliance Services
 U.S. Communities

Products

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- [Audits/Benchmarks](#)
- [Supplier List](#)
- [AB/Sponsor List](#)
- [Refer a Participant](#)
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- [Add New User](#)
- [Remove User](#)
- [My Profile](#)

AGENCY PROFILE

Below is the CITY OF JERSEY CITY - PURCHASING profile. You have the ability to view the profile below.

CITY OF JERSEY CITY - PURCHASING	
Account Number / TIN: 226002013 Agency Type: City	
<p>PURCHASING PATRICIA VEGA PRINCIPAL BUYER 394 CENTRAL AVENUE JERSEY CITY, NJ. 07307 Tel. (201) 547-4278 Fax (201) 547-8585 vegap@jcnj.org</p> <p>Date Registered: 7/16/2014</p> <p>Supplier Contact: No Supplier Followup Report Found!</p> <hr/> <p>ADMINISTRATION Peter Folgado PURCHASING AGENT 394 CENTRAL AVENUE JERSEY CITY, NJ. 07307 Tel. (201) 547-4898 Fax () - peterf@jcnj.org</p> <p>Date Registered: 8/21/2014</p> <p>Supplier Contact: No Supplier Followup Report Found!</p>	<p>Registration and Login Activities:</p> <p>8/22/2014 File was downloaded vegap@jcnj.org</p> <p>7/16/2014 Password has been changed vegap@jcnj.org</p> <p>7/16/2014 Password has been changed vegap@jcnj.org</p>

For further assistance in using this page you may contact the U.S. Communities Webmaster.

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

City Clerk File No. Res. 16-244

Agenda No. 10.Z.13

Approved: APR 13 2016

TITLE:



RESOLUTION AUTHORIZING AN AWARD OF A CONTRACT TO PIERCE MANUFACTURING INC. FOR THE PURCHASE AND DELIVERY OF A FIRE PUMP TRUCK THROUGH THE HOUSTON-GALVESTON AREA COUNCIL COOPERATIVE PURCHASING PROGRAM FOR THE DEPARTMENT OF PUBLIC SAFETY (FIRE DIVISION)

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

WHEREAS, N.J.S.A. 52:34-6.2 authorizes a municipality to enter into cooperative purchasing agreements with one or more other states or political subdivisions for the purchase of goods and services; and

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

WHEREAS, the Houston-Galveston Area Council Cooperative Purchasing is a lead agency under a Cooperative Pricing Agreement approved by the Division of Local Government Services; and

WHEREAS, the Fire Division has secured a federal grant to purchase a CBRNE (Chemical, Biological, Radiological, Nuclear and Explosives) foam capable pumper. The fire pump truck is needed to transport firefighters to the scene, providing a limited supply of water with which to fight the fire, and carrying tools, equipment, and hoses needed by the firefighters; and

WHEREAS, Resolution 13.769 approved on November 13, 2013 authorized the City of Jersey City (City) to enter into a Cooperative Agreement with the Houston-Galveston Area Council Cooperative Purchasing Program; and

WHEREAS, the Department of Public Safety, Fire Division wishes to purchase the fire pump truck from Pierce Manufacturing, Inc., 2600 American Drive, Appleton, Wisconsin 54914 who is in possession of HGAC-Buy contract FS12-15; and

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

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

1. Pierce Manufacturing, Inc.'s proposal to purchase and deliver a fire pump truck for the Department of Public Safety/Fire Division is accepted and a contract in the amount of \$549,940.61 is awarded to Pierce Manufacturing, Inc.
2. 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.;
3. The Mayor or Business Administrator is hereby authorized to execute a contract on behalf of the City of Jersey City.

(Continued on page 2)

City Clerk File No. Res. 16.244

Agenda No. 10.7.13 APR 13 2016

TITLE:

RESOLUTION AUTHORIZING AN AWARD OF A CONTRACT TO PIERCE MANUFACTURING INC. FOR THE PURCHASE AND DELIVERY OF A FIRE PUMP TRUCK THROUGH THE HOUSTON-GALVESTON AREA COUNCIL COOPERATIVE PURCHASING PROGRAM FOR THE DEPARTMENT OF PUBLIC SAFETY (FIRE DIVISION)

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

<u>Dept of Public Safety/Fire Division</u>	<u>PO #</u>	<u>Amount</u>
02-213-40-607-314	120464	\$506,250.00
17-289-56-000-002	120499	\$ 43,690.61
	Total Contract	\$549,940.61

APPROVED: _____
Peter Folgado, Director of Purchasing,
QPA, RPPO

3/28/16
Date

PF/pv
3/22/16

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: _____

Business Administrator

Corporation Counsel

Certification Required

Not Required

APPROVED 7-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 4.13.16											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA		ABSENT	
RAMCHAL		ABSENT		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 A CONTRACT TO PIERCE MANUFACTURING IN. FOR THE PURCHASE AND DELIVERY OF A FIRE PUMP TRUCK THROUGH THE HOUSTON-GALVESTON AREA COUNCIL COOPERATIVE PURCHASING PROGRAM FOR THE DEPARTMENT OF PUBLIC SAFETY (FIRE DIVISION)

Initiator

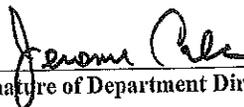
Department/Division	Public Safety	Fire
Name/Title	Jerome Cala	Deputy Director
Phone/email	201-547-4239	jcala@njcps.org

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

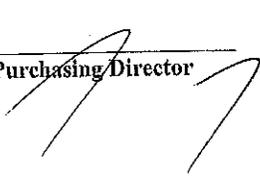
Resolution Purpose

The Department of Public Safety/Fire has secured a federal grant through the US Department of Homeland Security to purchase a CBRNE (Chemical, Biological, Radiological, Nuclear and Explosives) foam capable pumper. This pumper is to replace Engine 13. Grant No. BMW-2015-PU-00559.

I certify that all the facts presented herein are accurate.


Signature of Department Director

3/21/16
Date


Signature of Purchasing Director

3/28/16
Date

	divider driven Waterous CRQA, Single Stage Centrifugal, 1950 gpm at 240 psi)	
SF02	Oshkosh Striker 6x6, 2-Door, Aluminum Cab, 5 Passenger Seating maximum, Roof Turret (600/1200 gpm), bumper Turret (300 gpm), Two Handlines (Foam/Water), Water Tank Capacity (3000 gal.), Foam Tank Capacity (420 gal.), Fire Pump (Power divider driven Waterous CRQA, Single Stage Centrifugal, 1950 gpm at 240 psi)	\$776,807.84
SF03	Oshkosh Striker 8x8, 2-Door, Aluminum Cab, 5 Passenger Seating, Roof Turret (600/1200 gpm), bumper Turret (300 gpm), Two Handlines (Foam/Water), Water Tank Capacity (4500 gal.), Foam Tank Capacity (420 gal.), Fire Pump (Power divider driven Waterous CRQA, Single Stage Centrifugal, 1950 gpm at 240 psi)	\$910,285.60
SF04	Oshkosh Slinger Class 2 ARFF vehicle; 2-Door Ford 4x4 F550 Cab/chassis, 2 Passenger Seating, Bumper Turret, one (1) twin agent handline, Water Tank Capacity (300 gal.), Foam Tank Capacity (40 gal.), Dry Chemical 500 pounds.	\$306,880.00

[Back to top](#)

Pierce

Contractors:

- Pierce Manufacturing Inc. (Mfr.)
- Siddons-Martin Emergency Group (Dealer - TX)
- Atlantic Emergency Solutions, Inc. (Dealer - VA)
- Chastang Ford (Commercial Chassis Dealer - TX) - TBO3-TBO4, TD01
- Emergency Equipment Professionals, Inc.

Product Code	Model & Description	Base Price
A. Aerials (Booms/Platforms, Ladders, Ladder/Platforms)		
TA01	Pierce Saber Chassis, 4-Door Full Tilt Aluminum Cab, Formed Aluminum Body, Single Axle, 75' Rear-Mounted Telescoping Ladder (500#)	\$ 672,469.00
TA02	Pierce Enforcer Chassis, 4-Door Full Tilt Aluminum Cab, Formed Aluminum Body, Single Axle, 75' Rear-Mounted Telescoping Ladder (500#)	\$ 725,555.00
TA03	Pierce Enforcer Impel Chassis, 4-Door Full Tilt Aluminum Cab, Formed Aluminum Body, Tandem Axle, 75' Rear-Mounted Telescoping Ladder (500#)	\$ 771,831.00
TA04	Pierce Enforcer Chassis, 4-Door Full Tilt Aluminum Cab, Formed Aluminum Body, Single Axle, 107' Rear-Mounted Telescoping Ladder	\$ 780,760.00
TA05	Pierce Enforcer Chassis, 4-Door Full Tilt Aluminum Cab, Formed Aluminum Body, Tandem Axle, 105' Rear-Mounted Telescoping Ladder (500#)	\$ 785,980.00
TA06	Pierce Arrow Chassis, 4-Door Full Tilt Aluminum Cab, Formed Aluminum Body, Tandem Axle, 100' Mid-Mounted Telescoping Ladder (#500)	\$ 935,276.00
TA07	Pierce Arrow Chassis, 4-Door Full Tilt Aluminum Cab, Formed Aluminum Body, Tandem Axle, 85' Rear-Mounted Telescoping Ladder with Platform (750#)	\$ 927,599.00
TA08	Pierce Arrow Chassis, 4-Door Full Tilt Aluminum Cab, Formed Aluminum Body, Tandem Axle, 95' Mid-Mounted Telescoping Ladder with Platform (750#)	\$1,056,068.00
TA09	Pierce Arrow Chassis, 4-Door Full Tilt Aluminum Cab, Formed Aluminum Body, Tandem Axle, 100' Rear-Mounted Telescoping Ladder with Platform (750#)	\$1,001,872.00
TA10	Pierce Arrow Chassis, 4-Door Full Tilt Aluminum Cab, Formed Aluminum Body, Single Axle, 100' Tractor Drawn - Mid-Mounted Telescoping Ladder (#500)	\$ 863,334.00
B. Wildland Fire Apparatus (Brush Fire)		
TB03	Pierce Brush Fire Apparatus, Ford F460, Formed Aluminum Flatbed	\$ 190,565.00
TB04	Pierce Brush Fire Apparatus, Ford F450, Formed Aluminum Utility Body	\$ 176,118.00
TB06	Freightliner 4-Door 4 x 4 Wildland, 500 water, 1000 gpm Pump	\$ 263,872.00
C. Pumper Fire Apparatus		
TC01	M2 Freightliner, 2-Door, OEM Cab, Aluminum Body, Single Axle, 1250 GPM Pump, Mid-Mounted Pumper	\$ 205,926.00
TC02	IHC, 2-Door, OEM Cab, Aluminum Body, Single Axle, 1250 GPM Pump, Mid-Mounted Pumper	\$ 211,974.00
TC03	KW, 2-Door, OME Cab, Aluminum Body, Single Axle, 1250 GPM Pump, Mid-Mounted Pumper	\$ 225,215.00
TC04	Peterbilt, 2-Door, OME Cab, Aluminum Body, Single Axle, 1250 GPM Pump, Mid-Mounted Pumper	\$ 234,744.00
TC05	Pierce Saber, 4-Door, Full-Tilt, Aluminum Cab, Aluminum Body, Single Axle, 1250 GPM Pump, Mid-Mounted Pumper	\$ 349,604.00
TC06	Pierce Enforcer, 4-Door, Full-Tilt, Aluminum Cab, Aluminum Body, Single Axle, 1250 GPM Pump, Mid-Mounted Pumper	\$ 384,990.00
TC07	Pierce Dash CF, 4-Door, Full-Tilt, Aluminum Cab, Aluminum Body, Single Axle, 1250 GPM Pump, PUC Body Pumper	\$ 467,569.00
D. Special Service Apparatus (Walk-In & Non Walk-In Bodies) Multi-Use: Rescue, Re-Hab, Hazmat, Mobile Command Center		
TD01	Ford F-550 4-Door, 12' Non-Walk-In Formed Aluminum Body	\$ 138,883.00

#348,990.





New Jersey Division of Revenue

Revenue NJEGS

**On-Line Business Registration Certificate
Service**

**CERTIFICATE NUMBER 0106802 FOR PIERCE MANUFACTURING INC. IS
VALID.**

Certification 2154

CERTIFICATE OF EMPLOYEE INFORMATION REPORT RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of ~~15-OCT-2015~~ to ~~15-OCT-2018~~

PIERCE MANUFACTURING INC.
2600 AMERICAN DRIVE
APPLETON

WI 54914-2017



Robert A. Romano

Robert A. Romano,
Acting State Treasurer

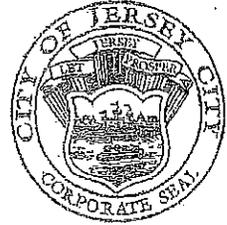
Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 13.769

Agenda No. 10.Z.14

Approved: 11-13-13

TITLE:



RESOLUTION AUTHORIZING MEMBER PARTICIPATION IN THE HOUSTON-GALVESTON AREA COUNCIL COOPERATIVE PURCHASING SYSTEM

COUNCIL offered and moved
adoption of the following resolution:

WHEREAS, N.J.S.A.-52:34-6.2 authorizes a municipality to enter into cooperative purchasing agreements with one or more other states or political subdivisions for the purchase of goods and services; and

WHEREAS, the Houston Galveston Area Council (HGAC) is a nationally-recognized and accepted cooperative purchasing agreement that was developed utilizing a competitive bidding process; and

WHEREAS, the HGAC has offered the City of Jersey City (City) the opportunity to participate in a Cooperative Purchasing System for the purchase of goods and services; and

WHEREAS, the City desires to join the HGAC Cooperative Purchasing System to purchase goods and/or services, to make the procurement process more efficient and to provide cost savings to the City; 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 the agreement attached hereto to participate in the HGAC-Buy Cooperative Purchasing System.
2. The City of Jersey City shall ensure that the goods and/or services procured through the system comply with all applicable laws of the State of New Jersey, Local Public Contracts Law N.J.S.A. 40A:11-1 et seq. and all other provision of the revised statutes of the State of New Jersey.

APPROVED: *Jerome Cole*

APPROVED AS TO LEGAL FORM

APPROVED: _____
 Business Administrator

 Corporation Counsel

Certification Required

Not Required

APPROVED

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
11.13.13											
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.



New Jersey Division of Revenue

Revenue NJBGS

On-Line Business Registration Certificate Service

CERTIFICATE NUMBER 0106802 FOR PIERCE MANUFACTURING INC. IS
VALID.

PIERCE MANUFACTURING INC.

AN QSHKOSH CORPORATION COMPANY • ISO 9001 CERTIFIED

2600 AMERICAN DRIVE

POST OFFICE BOX 2017

APPLETON, WISCONSIN 54912-2017

920-832-3000 • FAX 920-832-3208

www.piercemfg.com



February 16, 2016

City of Jersey City Fire Department

Dear Deputy Fire Chief Giancaspro:

Thank you for your interest in purchasing Pierce fire apparatus through the Houston-Galveston Area Council (HGAC) cooperative purchasing program.

This letter serves as the quote under the HGAC Contract FS12-15. For this unit we used the base model TC06— an Enforcer Pumper.

Pursuant to the regulations established under the HGAC program, modified that base model to meet your departmental requirements. Pierce is offering an HGAC quoted price of \$549,940.61 for the unit.

This apparatus would have a delivery time of 12 months from receipt of the purchase order.

With the HGAC process, since the terms of the agreement have already been negotiated between the vendors and HGAC, there is no need for a separate contract, just a PO made out to the apparatus manufacturer, issued by, you, the customer. The sales organization would then fax a copy of the official HGAC pricing worksheet along with a copy of the Purchase Order to the HGAC where they would issue an order confirmation. The sales organization would then send the original PO to the manufacturer and your order would be booked. We would also provide you a copy of the official HGAC pricing worksheet for your records.

If you have any further questions please do not hesitate to contact your local sales organization, Fire & Safety Services, Ltd. or your area sales representative, William "Bill" Ring.

Very truly yours,

David McAlice

David McAlice

Regional Vice President – East Region

Pride Number	Qty	Description	Published Options	Unpublished Options
102	1	Add "C" Frame Liner	\$2,354.00	
104	1	upgarde to 27,000 lb rear axle	\$2,076.00	
112	1	Auto Lube System	\$5,360.00	
124	1	Additional Air Tank	\$363.00	
127	1	Cummins ISL9 400 to 450 HP ISL9	\$1,131.00	
134	1	Exhaust Extension, Plymovent	\$282.00	
139	1	Add Extended Bumper	\$2,498.00	
141	2	Bumper Tray w/Cover	\$3,272.00	
142	1	Bumper Sight Rod	\$577.00	
154	1	EMS Compartment in Cab	\$1,881.00	
156	3	Upgrade SCBA Bracket to Hands Free	\$2,172.00	
177	4	Spare Radio Wiring	\$460.00	
196	1	Kussmaul Pump Plus	\$2,556.00	
200	1	Auto-Eject 20A	\$511.00	
206	1	LED cab-pump-body	\$1,947.00	
209	2	12V LED Brow Light	\$3,976.00	
211	2	12V LED Pole Lights	\$3,988.00	
219	1	Hose Bed Cover, Vinyl	\$882.00	
241	2	Trough-Hard Suction	\$2,370.00	
242	2	Hard Suction Hose	\$2,212.00	
243	12	Mate Flex (Turtle Tile) in Enclosed Compt. Shelves	\$1,464.00	
244	6	Adj. Compartment Shelves	\$1,152.00	
247	3	Slide-out floor tray	\$2,199.00	
251	2	SCBA Cylinder Storage in Fender Panel double	\$2,496.00	
255	1	Increase Pump from 1250 to 1500 gpm	\$6,091.00	
257	1	Increase Pump from 1500 to 2000 gpm	\$6,983.00	
262	1	add 2.5" suction	\$1,292.00	
265	1	add Front Suction Inlet 4-6"	\$6,331.00	
267	1	1.5" discharge / front bumper	\$2,130.00	
270	2	2.5 discharge	\$3,416.00	
273	1	add LDH side discharge with valve	\$4,455.00	
274	1	add deluge plumbing	\$1,980.00	
306	1	Airhorn activation at pump panel	\$161.00	
308	1	Tank Level LED Group	\$1,244.00	
344	1	Q2B Siren	\$3,694.00	
400	1	LED Emergency Light Package- Upgrade	\$7,830.00	
430	1	Deck Gun with tips, manual	\$4,400.00	
436	4	Each Portable Hand Light w/mounting brackets	\$520.00	
20038	1	Drawing, Pump Operators Panel		\$1,134.55
82064	1	Drawing, Passenger Side Pump Panel		\$260.01
635261	1	Spare Tire, Front, w/steel rim		\$1,299.71
1931	1	Spare Tire, Rear, w/steel rim		\$1,240.72
606144	1	Tailboard, 16" Deep, Full Width, Backstop Device		\$4,442.29
629265	1	Compt., IPO Crosslays, Transverse, S/S Doors in Ends		\$2,595.06
676901	1	Foam System, Husky 30, Single Agent, Industrial		\$28,837.11
505951	1	Discharges, Husky, 2.0", Feecon Style Metering Valve		\$2,393.75
505955	2	Discharges, Husky, 2.5", Feecon Style Metering Valve		\$4,787.84
531836	2	Discharges, Husky, 4.0", Feecon Style Metering Valve		\$5,417.85
554468	1	Foam Cell, 250 gallon		\$3,165.72
62992	1	Gauge, Foam Level, (1) Tank, Class 1		\$541.31
660904	1	Light Shield/Step 8", 6-FRC Firefly LED115-Q01 (DS)		\$1,034.41
660903	1	Light Shield/Step 8", 6-FRC Firefly LED115-Q01 (PS)		\$942.68

636326	1	Mirrors, Velvac, 2010, West Coast Style (Loose)		\$1,151.60
999999	1	Custom Graphics Package		\$7,000.00

Base Bid	\$ 384,990.00	
Published Options	\$ 98,706.00	
Total Published Options	\$ 483,696.00	
Unpublished Options	\$ 66,244.61	13.70%
Total Options w/o HGAC Fee	\$ 549,940.61	

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

City Clerk File No. Res. 16-072

Agenda No. 10.K

Approved: FEB 10 2016



TITLE:

RESOLUTION AUTHORIZING THE JERSEY CITY DEPARTMENT OF PUBLIC SAFETY FIRE DIVISION TO ACCEPT FUNDING FROM THE U.S. DEPARTMENT OF HOMELAND SECURITY (USDHS) PORT SECURITY GRANT FISCAL YEAR 2015 FOR ONE CBRN FOAM PUMPER TRUCK FOR THE JERSEY CITY DEPARTMENT OF PUBLIC SAFETY FIRE DIVISION

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

WHEREAS, the United States Department of Homeland Security (USDHS) has provided to the Jersey City Department of Public Safety Fire Division, through the Port Security Grant Program, the amount of \$506,250.00, and

WHEREAS, Jersey City is required to contribute a cost match in the amount of \$168,750.00 of non-federal funds or 25% of the total approved project cost of \$675,000.00, and

WHEREAS, the funds for the cost match are available in account # 17-289-56-000-002, and

WHEREAS, this funding source will support the goals of maintaining the City of Jersey City's readiness and rapid response with the USDHS, Port Security Initiative and Area Maritime Security Committee guidelines, and as the cooperative efforts with representatives of the Urban Areas Security Initiative (UASI) region and the State of New Jersey State Police Office of Emergency Management and Office of Homeland Security and Preparedness to better prepare and equip the City of Jersey City's readiness during a natural or man-made disaster, and

WHEREAS, this grant will enable the Department of Public Safety Fire Division to purchase one (1) CBRN Foam Pumper Truck, and

WHEREAS, the Department of Public Safety Fire Division desires to accept the funding to address major initiatives regarding Homeland Security, Maritime Security and public safety issues, and

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

1. The City of Jersey City is hereby authorized to accept funding from the United States Department of Homeland Security in the amount of \$506,250.00 through Port Security Grant Program Fiscal Year 2015.
2. The City will contribute a cost match in the amount of \$168,750.00 on non-federal funds of the total approved project cost of \$675,000.00.
3. The grant funds will be used to purchase one CBRN Foam Pumper Truck for use by the Jersey City Department of Public Safety Fire Division

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

APPROVED AS TO LEGAL FORM
Joanne Monahan
 Corporation Counsel

Certification Required
 Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 2.10.16											
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 JERSEY CITY DEPARTMENT OF PUBLIC SAFETY FIRE DIVISION TO ACCEPT FUNDING FROM THE U.S. DEPARTMENT OF HOMELAND SECURITY (USDHS) PORT SECURITY GRANT FISCAL YEAR 2015 FOR ONE CBRN FOAM PUMPER TRUCK FOR THE JERSEY CITY DEPARTMENT OF PUBLIC SAFETY FIRE DIVISION

Initiator

Department/Division	Public Safety - Fire	
Name/Title	Jerome A. Cala, Assistant Director	
Phone/email	201-547-4239	

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

Resolution Purpose

To Purchase a CBRN Foam Pumper Truck for the Department of Public Safety (Fire Division) with Grant Funds from the US Department of Homeland Security

Cost (Identify all sources and amounts)

Grant \$506,250.00
Match \$168,750.00
Account # 17-289-56-000-002

I certify that all the facts presented herein are accurate.

Jerome Cala
Signature of Department Director

1/28/16
Date



Overview

- [Award Packages](#)
- [Revisions/Amendment Requests](#)
- [Performance Reports](#)
- [1199A Standard Forms](#)

View Award Package

Please review the Award Letter provided below. When you are finished, click the *Go Back* button.

Jersey City Department of Fire and Emergency Services, Award Number: EMW-2015-PU-00559-S01			
Program Name:	Port Security Grant Program	Total Cost Approved:	\$675,000.00
Year:	2015	Federal Share:	\$506,250.00
Project Period of Performance:	09/01/2015 to 08/31/2018	Applicant Share:	\$168,750.00
View: Application Details Award Details Award Package			

Award Letter



U.S. Department of Homeland Security
 Washington, D.C. 20472

Scott McDermott
 Jersey City Department of Fire and Emergency Services
 465 Marin Blvd
 Jersey City, NJ 07302

Re: Grant No. EMW-2015-PU-00559

Dear Scott McDermott:

Congratulations, on behalf of the Department of Homeland Security, your application for financial assistance submitted under the Fiscal Year (FY) 2015 Port Security Grant Program has been approved in the amount of \$506,250.00. As a condition of this award, you are required to contribute a cost match in the amount of \$168,750.00 of non-Federal funds, or 25 percent of the total approved project costs of \$675,000.00.

Before you request and receive any of the Federal funds awarded to you, you must establish acceptance of the award. By accepting this award, you acknowledge that the terms of the following documents are incorporated into the terms of your award:

- Agreement Articles (attached to this Award Letter)
- Obligating Document (attached to this Award Letter)
- FY 2015 Port Security Grant Program Funding Opportunity Announcement.

Please make sure you read, understand, and maintain a copy of these documents in your official file for this award.

In order to establish acceptance of the award and its terms, please follow these instructions:

Step 1: Please go on-line to the ND Grants system at <https://portal.fema.gov>. After logging in, you will see a subtitle Grants Management. Under this subtitle, you will see a link that says Award Package(s). Click this link to access your award packages. Click the Review Award Package link to review and accept the award package for your award. Please print your award package for your records.

Step 2: Please fill out and have your bank complete and sign the SF 1199A, Direct Deposit Sign-up Form. The information on the 1199A must match your SAM record. Be sure to include your DUNS and grant number on the form in Section 1F "Other." The SF 1199A should be sent directly from your financial institution to the FEMA Finance Center, via fax or mail to the Vendor Maintenance Office (see address below). The 1199A form will not be accepted unless it is received directly from the financial institution. Please pay careful attention to the instructions on the form.

FEMA Finance Center
Attn: Vendor Maintenance
P.O. Box 9001
Winchester, VA 22604

Secured Fax: (540) 504-2625
Email: FEMA-Finance@FEMA.DHS.gov

System for Award Management (SAM): Please ensure that your organization's name, address, DUNS number, EIN, and banking information are up to date in SAM and that the DUNS number used in SAM is the same one used to apply for all FEMA awards. The System for Award Management is located at <http://www.sam.gov>. Future payments will be contingent on the information provided in the SAM; therefore it is imperative that the information is correct.

If you have any questions or concerns regarding the process to request your funds, please call (866) 927-5646.



BRIAN KAMOIE, GPD Assistant Administrator

Return to Award Package

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

City Clerk File No. Res. 16.245

Agenda No. 10.Z.14

Approved: APR 13 2016

TITLE:



RESOLUTION AUTHORIZING AN AGREEMENT WITH LET'S THINK WIRELESS FOR THE SUPPORT OF PROPRIETARY COMPUTER HARDWARE AND SOFTWARE MAINTENANCE AND SUPPORT SERVICES FOR THE DEPARTMENT OF PUBLIC SAFETY WITHOUT PUBLIC BIDDING

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, funds must be allocated for the maintenance of the City's private licensed wireless Wide Area PC Network telecommunications hardware and software systems; and

WHEREAS, Let's Think Wireless is the only vendor in New Jersey to successfully complete all certifications; and

WHEREAS, Let's Think Wireless has agreed to provide the goods and services specified as necessary by the Public Safety IT Department; 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 Lets Think Wireless in the total amount of One Hundred and Five Thousand Five Hundred (\$105,500.00) Dollars a year for one year beginning January 1, 2016 thru December 31, 2016; and

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

WHEREAS, funds in the amount of \$23,950.00 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 Public Safety Director has determined and certified in writing that the value of the contract will exceed \$17,500; and

WHEREAS, Let's Think Wireless has completed and submitted a Business Entity Disclosure Certification which certifies that Let's Think Wireless has not made any reportable contributions to the political or candidate committees listed in the Business Entity Disclosure Certification in the previous one year (2005 contributions are exempt), and that the contract will prohibit Let's Think Wireless from making any reportable contributions during the term of the contract; and

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

WHEREAS, Let's Think Wireless has submitted its certification of compliance with the City's Contractor Pay to Play Reform Ordinance 08-128 adopted on September 3, 2008;

City Clerk File No. Res. 16-245
Agenda No. 10.7.14 APR 13 2016

TITLE:

RESOLUTION AUTHORIZING AN AGREEMENT WITH LET'S THINK WIRELESS FOR THE SUPPORT OF PROPRIETARY COMPUTER HARDWARE AND SOFTWARE MAINTENANCE AND SUPPORT SERVICES FOR THE DEPARTMENT OF PUBLIC SAFETY WITHOUT PUBLIC BIDDING

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

1. A one year contract is awarded to Let's Think Wireless in the amount of One Hundred and Five Thousand Five Hundred (\$105,500.00) Dollars a 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 Let's Think Wireless provides satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination N.J.S.A. 10:5-31 et seq.; and
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 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# 01-201-25-271-310

P.O.# 120323

AMT. \$105,500.00

APPROVED: Jerome Palmieri
APPROVED: [Signature]
Business Administrator

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

APPROVED 7-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 4.13.16											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA		ABSENT	
RAMCHAL		ABSENT		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 LET'S THINK WIRELESS FOR THE SUPPORT OF PROPRIETARY COMPUTER HARDWARE AND SOFTWARE MAINTENANCE AND SUPPORT SERVICES FOR THE DEPARTMENT OF PUBLIC SAFETY WITHOUT PUBLIC BIDDING

Project Manager

Department/Division	Public Safety	Communications & Technology
Name/Title	Robert Baker, Sr.	Director
Phone/email	201-547-5449	rbakersr@njcps.org

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

Contract Purpose

Funds must be allocated for the maintenance of the City's private licensed wireless Wide Area PC Network telecommunications hardware and software systems.

Cost (Identify all sources and amounts)

2016 OE \$105,500.00

Contract term (include all proposed renewals)

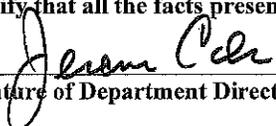
Jan 1, 2016 thru December 31, 2016

Type of award

If "Other Exception", enter type

Additional Information

I certify that all the facts presented herein are accurate.


Signature of Department Director

3/31/16
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.
2. Attached to this Certification is a resolution awarding a contract to Let's Think Wireless, LLC to provide the City with Wireless WAN and Mobile Video 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 \$105,500.00 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: _____

3/31/16



James Shea, Police Director



Jersey City Police Department
 2016 LTW Maintenance & Support Contract
 Warranty Renewals for WWAN & IP Security

**PRICE QUOTATION
 LETTER OF AGREEMENT**

AM Craig Lerman
 DATE 5-Feb-16
 PHONE (973) 882-3982

NEW CLIENT

LTW Price Quotation

This price quotation is valid for 30 days from the date listed above.

CLIENT NAME	Jersey City Police Department		
ADDRESS	73-85 Bishop Street		
CITY, STATE, ZIP	Jersey City, NJ 07304		
TECHNICAL CONTACT	PHONE		
EXECUTIVE CONTACT	Robert A. Baker, Sr.	PHONE	(201) 547-5214

PRODUCTS	Quantity	Price	Extension
Bridgewave FE80U Radio Link	2		
Bridgewave FE80U Radio Link	1		
Ceragon 1500P Radio Link	1		
Ceragon IP Radio Link	1		
Proxim 5054 Radio Link	2		
Exalt 5IR Radio Link	1		
Firetide Radio 6102	10		
Firetide Radio 6202	1		
IBM Blade Center H w/2 Blade Servers	1		
IBM Blade 3200 SAN w/2 Expansion Chassis	1		
Cisco 3560 w/EMI	1		
Cisco 3750 w/EMI	1		
Cisco SFP	12		
Axis USB CCTV Joystick	4		
Axis H.264 Encoder Chassis 72 Ports	1		
Lenovo S10 Workstation w/22" LCD Monitor	5		
Bosch 300i Series IP PTZ 36X Camera	7		
Genetec OmniCast NVR S/W with 81 Camera Licenses	1		
Genetec OmniCast NVR S/W for Bishop Street	1		

Shipping & Handling: _____

Subtotal: \$ -

Sales Tax: \$ -

Products Total: \$ -

COMMENTS:

The estimated amount of this agreement is \$105,500.00. Payment due: Upon Order. This contract includes the warranty renewal for all listed hardware & software. In addition 24 man-days for LTW professional services will be provided for both preventative maintenance and support. LTW will use best efforts to restore service in a timely & professional manner with same day response and next business day resolution.

PRODUCTS (Ancillary Components)

PRODUCTS	Quantity	Price	Extension

EXPENSES INCLUDED: (Y/N) Subtotal: \$ -

Products Total: \$ -

COMMENTS:

Client agrees that LTW consultants will be allowed to work/bill on any weekday that is not a NYSE scheduled holiday. All projects are worked as contiguous time. Final scheduling typically takes 1-2 weeks from signing of this document. Client agrees to pay all reasonable T&E from Pine Brook, NJ

COMMENTS:

* ALL LTW TERMS AND CONDITIONS APPLY TO THIS QUOTATION
 * ALL LTW SERVICES ARE PERFORMED ON A TIME AND MATERIALS BASIS.
 * SOFTWARE/HARDWARE PRICES ARE SUBJECT TO CHANGE AT ANY TIME WITHOUT NOTICE.
 * LTW WILL NOT SCHEDULE THIS PROJECT UNTIL BOTH THE LOA AND ACCESS AUTHORIZATION FORM HAS BEEN SIGNED AND RETURNED.

Services (Installation/Maintenance/Express Warranty)

Warranty Renewal for Hardware Items Listed Above	1	\$ 47,300.00	\$ 47,300.00
Warranty Renewal for Software Items Listed Above	1	\$ 26,400.00	\$ 26,400.00
LTW Support for Items Listed Above (2 days/month)	24	\$ 1,325.00	\$ 31,800.00

Support & Services Total: \$ 105,500.00

Once work dates are set, client can reschedule once, up to 2 weeks prior to the start date, with no additional fees being incurred. All other rescheduling will result in a penalty equal to 50% of the fees for the days rescheduled. Rescheduling does not ever change the payment terms, which are based SOLELY on the signing date of this LOA.

SUMMARY

Payment Terms: Net 30 days, unless stated otherwise herein.

My signature below indicates that LTW has provided to me, I have read, and I agree to LTW's Terms & Conditions.

X _____ Client Authorization Date

X _____ LTW Authorization Date

PRODUCTS:	\$ -
WARRANTY RENEWAL:	\$ 73,700.00
SUPPORT:	\$ 31,800.00
PER-DIEM:	_____
ESTIMATED EXPENSES:	\$ -

TOTAL: \$ 105,500.00

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.

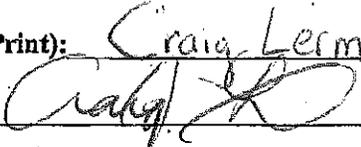
In conforming with the applicable employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional 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): Craig Lerman, President/CEO

Representative's Signature: 

Name of Company: Let's Think Wireless, LLC

Tel. No.: 973-882-3982 Date: 2/5/10

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

The contractor and the City of Jersey City, (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 5121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract.

In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act.

In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act.

The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation.

The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

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

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

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement.

MINORITY/WOMAN BUSINESS ENTERPRISE (MWBE)

Questionnaire for Bidders

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

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

Business Name: Let's Think (L)ireless, LLC

Address: ^{PC 829 328} 26 Chapin Road - Unit 1112, Pine Brook, NJ 07058

Telephone No.: 973-882-3982

Contact Name: Craig Lerman

Please check applicable category :

Minority Owned

Minority & Woman Owned

Woman Owned

Neither

Definition of Minority Business Enterprise

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

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

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

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

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

Woman Business Enterprise

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

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 Let's Think Wireless, LLC (name of business entity) has not made any reportable contributions in the **one-year period preceding February, 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 Let's Think Wireless, LLC (name of business entity) will not make any reportable contributions in violation of Ordinance 08-128.

PART II - Signature and Attestation:

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

Name of Business Entity: Let's Think Wireless, LLC

Signed: [Signature] Title: President / CEO

Print Name: Craig Lerman Date: 2/5/16

Subscribed and sworn before me
this ___ day of ___, 2___.

My Commission expires:

(Affiant)

(Print name & title of affiant) (Corporate Seal)

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

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
Craig Lerman	5 Langtree Drive Livingston NJ 07039

Part 3 – Signature and Attestation:

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

Name of Business Entity: Let's Think Wireless LLC
 Signed: [Signature] Title: President / CEO
 Print Name: Craig Lerman Date: 2/5/16

Subscribed and sworn before me this ___ day of _____, 2___

(Affiant)

My Commission expires: _____
 (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

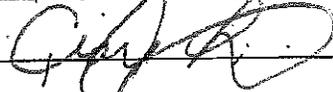
(c) A photocopy of an Employee Information Report (Form AA302) provided by the Division and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

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: Let's Think Windows, LLC

SIGNATURE:  DATE: 2/5/16

PRINT NAME: Craig Leeman TITLE: President/CEO

AFFIRMATIVE ACTION COMPLIANCE (SAMPLE DOCUMENTS)

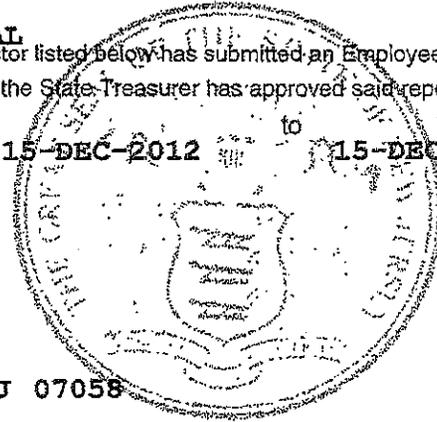
Certification

CERTIFICATE OF EMPLOYEE INFORMATION REPORT 37795

RENEWAL

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

~~15-DEC-2012~~ to ~~15-DEC-2019~~



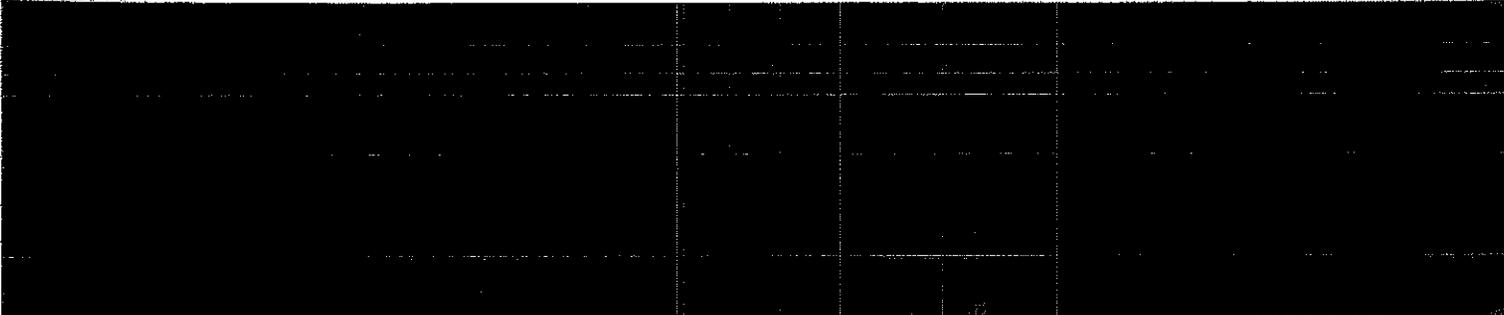
**LET'S THINK WIRELESS
P.O. BOX 628
PINEBROOK**

NJ 07058



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. 16.246

Agenda No. 10.Z.15

Approved: APR 13 2016

TITLE:



RESOLUTION AUTHORIZING AWARD OF A CONTRACT TO SOFTWARE HOUSE INTERNATIONAL FOR THE SUPPORT OF PROPRIETARY SPATIAL LOGIC SOFTWARE LICENSES UNDER STATE CONTRACT FOR DEPARTMENT OF ADMINISTRATION, DIVISION OF INFORMATION TECHNOLOGY

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, the support of the licenses allows the City permission to continue the use of the Spatial Data Software. The City of Jersey City ("City") compiles data on City properties including an inventory of vacant buildings. The Spatial Data Logic Software enhances the building permit process as well as maintain records on house code inspections. All data accumulated through this system is available to additional Department/Divisions; 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, Software House International, 290 Davidson Avenue, Somerset, New Jersey 08873 is in possession of State Contract No. A77560, submitted a proposal for **Spatial Data Logic Software Licenses**; and

WHEREAS, funds are available for this contract in the **Operating Account**;

Acct #	P.O. #	State Contract	Total Contract
01-201-20-140-314	120407	A89851	\$90,750.00

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 Software House International for the support of the Spatial Data Logic Software Licenses for the Division of Information Technology.
2. The total contract amount is \$90,750.00 through December 31, 2016.
3. The contract is awarded without public bidding pursuant to N.J.S.A 40A:11-12.
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.

(Continued to page 2)

TITLE:

RESOLUTION AUTHORIZING AWARD OF A CONTRACT TO SOFTWARE HOUSE INTERNATIONAL FOR THE SUPPORT OF PROPRIETARY SPATIAL LOGIC SOFTWARE LICENSES UNDER STATE CONTRACT FOR DEPARTMENT OF ADMINISTRATION, DIVISION OF INFORMATION TECHNOLOGY

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
01-201-20-140-314	120407	A89851	\$90,750.00

Approved by Peter Folgado, Director of Purchasing
RPPG, QPA

3/28/16
Date

PF/pv
3/17/16

APPROVED: _____

APPROVED AS TO LEGAL FORM _____

APPROVED: _____
Business Administrator

Corporation Counsel

Certification Required

Not Required

APPROVED 7-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 4.13.16											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	ABSENT		
RAMCHAL	ABSENT			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 AWARD OF A CONTRACT TO SOFTWARE HOUSE INTERNATIONAL FOR THE SUPPORT OF PROPRIETARY SPATIAL DATA LOGIC SOFTWARE LICENSES UNDER STATE CONTRACT FOR DEPARTMENT OF ADMINISTRATION, DIVISION OF INFORMATION TECHNOLOGY

Project Manager

Department/Division	Administration	Information Technology
Name/Title	Robert Magro	DP Coordinator
Phone/email	201-547-4274	bobm@cnj.org

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

Contract Purpose

Purchase of Spatial Data Logic (SDL) software licenses and support under NJ State Contract. This software will be used in HEDC, HHS, DPW and other City offices for permitting, licensing as well as maintaining a property record database for all City land parcels.

Cost (Identify all sources and amounts)

0/1 - out budget, \$90,750

Contract term (include all proposed renewals)

One year, 1-1-16 to 12-31-16

Type of award

State Contract

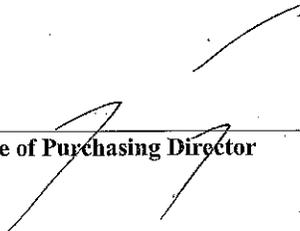
If "Other Exception", enter type

Additional Information

I certify that all the facts presented herein are accurate.


Signature of Department Director

3-18-16
Date


Signature of Purchasing Director

3/18/16
Date



New Jersey Division of Revenue

Revenue NJBGS

On-Line Business Registration Certificate Service

CERTIFICATE NUMBER 0078008 FOR SHI INTERNATIONAL CORP. IS
VALID.



Pricing Proposal
Quotation #: 10846892
Created On: 1/7/2016
Valid Until: 1/29/2016

CITY OF JERSEY CITY

Inside Account Manager

Robert Magro
1 Journal Square Plaza
3rd Floor, IT Division
Jersey City, NJ 07306
United States
Phone: (201) 547-4274
Fax: (201) 792-8713
Email: bobm@cnj.org

Ashley Brandow
290 Davidson Avenue
Somerset, NJ 08873
Phone: 732-564-8486
Fax: 888-896-8860
Email: Ashley_Brandow@shi.com

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 City/ County Enterprise License - up to 300 seats, support, and portal for 1 year Spatial Data Logic - Part#: SL3005	1	\$90,750.00	\$90,750.00
		Total	\$90,750.00

Additional Comments

NJ Software State Contract 89851

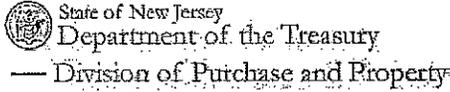
Thank you for the opportunity to quote. SHI is a leading reseller of software, hardware, and peripherals. SHI is a 100% Asian-Owned Minority Company. SHI has been working with State and Local Governments for over 15 years. We have a Software Licensing Specialist for every major manufacturer and a hardware and service department to assist with any configuration.

Please keep SHI in mind for you future software and hardware needs.

For immediate assistance with quote requests, order inquiries or service, please contact your Inside Sales Team at 1-888-591-3400 or by email: NJGOV@shi.com.

The Products offered under this proposal are subject to the SHI Return Policy posted at www.shi.com/returnpolicy, unless there is an existing agreement between SHI and the Customer.

Governor Chris Christie • Lt. Governor Kim Guadagno



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TERM CONTRACT SEARCH BY TNUMBER

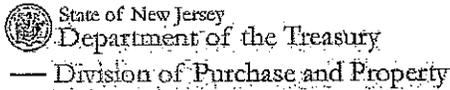
[Click Here](#) to search more Term Contracts

T-Number	Title	Vendor	Contract #
M0003 16-r -24052	SOFTWARE LICENSE & RELATED SER	SHI INTERNATIONAL CORP	89851
TOP			



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**Notice of Award
Term Contract(s)**

**M-0003
SOFTWARE LICENSE & RELATED SER**

Vendor Information
By Vendor
Email to VICENTE AZARCON

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

[Download All Documents](#)

- [SaaS Guidelines Worksheet Adobe PDF \(67 kb\)](#)
- [Scope of Work Requirements Adobe PDF \(13 kb\)](#)
- [Software Publisher Service Provider Agreement Adobe PDF \(354 kb\)](#)
- [Standard Terms and Conditions 2011 Adobe PDF \(93 kb\)](#)
- [Standard Terms and Conditions Addendum 2015 Adobe PDF \(93 kb\)](#)
- [State of NJ License Agreements Requirements Adobe PDF \(93 kb\)](#)
- [Documentation Requirements Adobe PDF \(41 kb\)](#)
- [New Jersey Custom Agreements List Adobe PDF \(13 kb\)](#)
- [State Contract Manager Adobe PDF \(8 kb\)](#)
- [Method of Operation Adobe PDF \(445 kb\)](#)

The **Download All Documents** hyperlink will place compressed files on your computer. Files may be unzipped and viewed using WinZip. The evaluation version is available for free. [Click here](#) to learn more about WinZip or to download the latest version from the WinZip web site.

Forms in this section are stored in Adobe Acrobat (PDF) format. PDF formatted documents appear the same as the original printed forms. To view and print these forms, you must have a PDF viewer which is available free from Adobe. [Click here](#) to learn more about Adobe Acrobat or to download the latest version of the Adobe Acrobat viewer from the Adobe Web site.

[NOAs By Number](#)

[NOAs By Title](#)

[Search NOAs](#)

Index #:	M-0003
Contract #:	VARIOUS
Contract Period:	FROM: 09/01/15 TO: 06/30/20
Applicable To:	ALL STATE AGENCIES
Cooperative Purchasing:	POLITICAL SUBDIVISIONS*
Vendor Name & Address:	SEE VENDOR INFORMATION SECTION

Contact Person:	BRAD CARR
Contact Phone:	646-573-0885
Order Fax:	000-000-0000
Contract#:	89850
Expiration Date:	06/30/20
Terms:	NONE
Delivery:	30 DAYS ARO
Small Business Enterprise:	NO
Minority Business Enterprise:	NO
Women Business Enterprise:	NO
Cooperative Purchasing *:	YES
* WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?	
Vendor Name & Address:	INSIGHT PUBLIC SECTOR INC 6820 S HARL AVE TEMPE, AZ 85283
Contact Person:	FRED TAFOYA
Contact Phone:	800-467-4448
Order Fax:	000-000-0000
Contract#:	89853
Expiration Date:	06/30/20
Terms:	NONE
Delivery:	30 DAYS ARO
Small Business Enterprise:	NO
Minority Business Enterprise:	NO
Women Business Enterprise:	NO
Cooperative Purchasing *:	YES
* WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?	
Vendor Name & Address:	PCMG INC 14160 NEWBROOK DR/STE 210 CHANTILLY, VA 20151
Contact Person:	BILL ABRAMS
Contact Phone:	877-609-5173
Order Fax:	000-000-0000
Contract#:	89854
Expiration Date:	06/30/20
Terms:	NONE
Delivery:	30 DAYS ARO
Small Business Enterprise:	NO
Minority Business Enterprise:	NO
Women Business Enterprise:	NO
Cooperative Purchasing *:	YES
* WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?	
Vendor Name & Address:	SHI INTERNATIONAL CORP 290 DAVIDSON AVE SOMERSET, NJ 08873
Contact Person:	NICK GRAPPONE
Contact Phone:	732-564-8189
Order Fax:	000-000-0000
Contract#:	89851
Expiration Date:	06/30/20
Terms:	NONE

Delivery:	30 DAYS ARO
Small Business Enterprise:	NO
Minority Business Enterprise:	YES
Women Business Enterprise:	YES
Cooperative Purchasing *:	YES
* WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?	

CONTRACT ITEMS/SERVICES BY VENDOR					
Vendor: CDW GOVERNMENT LLC			Contract Number: 89849		
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00001	COMM CODE: 208-80-076100 [COMPUTER SOFTWARE FOR MICROCOMPUTERS,...] ITEM DESCRIPTION: GENERAL SOFTWARE	1.000	EA	NET	N/A
00002	COMM CODE: 208-80-076482 [COMPUTER SOFTWARE FOR MICROCOMPUTERS,...] ITEM DESCRIPTION: MAINTENANCE AND SUPPORT	1.000	EA	NET	N/A
00003	COMM CODE: 208-80-076145 [COMPUTER SOFTWARE FOR MICROCOMPUTERS,...] ITEM DESCRIPTION: SOFTWARE RELATED SERVICES (INCLUDING TRAINING)	1.000	EA	NET	N/A
00004	COMM CODE: 208-80-076499 [COMPUTER SOFTWARE FOR MICROCOMPUTERS,...] ITEM DESCRIPTION: SOFTWARE AS A SOLUTION (SAAS)	1.000	EA	NET	N/A
00005	COMM CODE: 208-80-076498 [COMPUTER SOFTWARE FOR MICROCOMPUTERS,...] ITEM DESCRIPTION: APPLIANCES (AS DEFINED IN THE METHOD OF OPERATION)	1.000	EA	NET	N/A
Vendor: DELL MARKETING LP			Contract Number: 89850		
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00001	COMM CODE: 208-80-076100 [COMPUTER SOFTWARE FOR MICROCOMPUTERS,...]	1.000	EA	NET	N/A

	MICROCOMPUTERS,...] ITEM DESCRIPTION: APPLIANCES (AS DEFINED IN THE METHOD OF OPERATION				
Vendor: SHI INTERNATIONAL CORP		Contract Number: 89851			
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00001	COMM CODE: 208-80-076100 [COMPUTER SOFTWARE FOR MICROCOMPUTERS,...] ITEM DESCRIPTION: GENERAL SOFTWARE	1.000	EA	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00002	COMM CODE: 208-80-076482 [COMPUTER SOFTWARE FOR MICROCOMPUTERS,...] ITEM DESCRIPTION: MAINTENANCE AND SUPPORT	1.000	EA	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00003	COMM CODE: 208-80-076145 [COMPUTER SOFTWARE FOR MICROCOMPUTERS,...] ITEM DESCRIPTION: SOFTWARE RELATED SERVICES (INCLUDING TRAINING)	1.000	EA	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00004	COMM CODE: 208-80-076499 [COMPUTER SOFTWARE FOR MICROCOMPUTERS,...] ITEM DESCRIPTION: SOFTWARE AS A SOLUTION (SAAS)	1.000	EA	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00005	COMM CODE: 208-80-076498 [COMPUTER SOFTWARE FOR MICROCOMPUTERS,...] ITEM DESCRIPTION: APPLIANCES (AS DEFINED IN THE METHOD OF OPERATION)	1.000	EA	NET	N/A



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

City Clerk File No. Res. 16.247

Agenda No. 10.Z.16

Approved: APR 13 2016

TITLE:



RESOLUTION RATIFYING AND AUTHORIZING A PROFESSIONAL SERVICE AGREEMENT WITH CALCAGNI & KANEFKY TO REPRESENT THE CITY OF JERSEY CITY AND MAYOR STEVEN FULOP IN THE MATTER OF DAVID LERNER AND FERNANDO PICARIELLO V. CITY OF JERSEY CITY, ET AL.

COUNCIL offered and moved adoption of the following resolution:

WHEREAS, the City of Jersey City and Mayor Steven Fulop have been named in a Complaint filed by Jersey City Parking Authority employees David Lerner and Ferdinand Picariello in Superior Court of New Jersey under Docket No. HUD-L-5011-15 alleging wrongful termination and retaliation; and

WHEREAS, the Corporation Counsel has recommended the appointment of outside counsel to represent the City of Jersey City in this matter; and

WHEREAS, special counsel agreed to provide these services at an hourly rate of **\$150.00** per hour, including expenses, for a total amount not to exceed **\$50,000**; and

WHEREAS, Calcagni & Kanefsky, possesses the skills and expertise to perform these services; and

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, Calcagni & Kanefsky 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, this contract is made in accordance with the "fair and open process" of the Pay-to-Play Law; and

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

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

WHEREAS, Calcagni & Kanefsky 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**

TITLE:

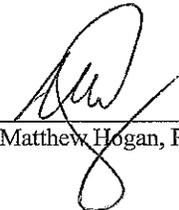
RESOLUTION RATIFYING AND AUTHORIZING A PROFESSIONAL SERVICE AGREEMENT WITH CALCAGNI & KANEFKY TO REPRESENT THE CITY OF JERSEY CITY AND MAYOR STEVEN FULOP IN THE MATTER OF DAVID LERNER AND FERNANDO PICARIELLO V. CITY OF JERSEY CITY, ET AL.

WHEREAS, the resolution authorizing the award and the agreement itself must be available for public inspection.

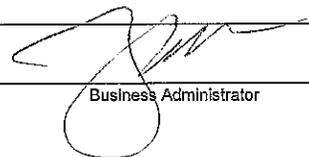
NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of the City of Jersey City that:

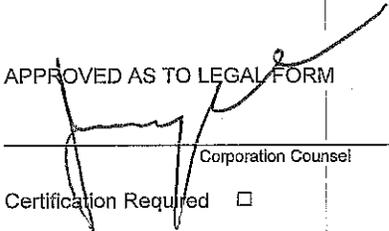
- 1. The agreement with the law firm of Calcagni & Kanefsky is hereby authorized for a total amount not to exceed **\$50,000**, including expenses.
- 2. This contract shall be subject to the condition that the vendor provides satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et seq.
- 3. The Mayor or Business Administrator is hereby authorized to execute an agreement in substantially the form attached subject to such modification as the Corporation Counsel deems appropriate or necessary.
- 4. A copy of this resolution will be published in a newspaper of general circulation in the City of Jersey City as required by law within (10) days of the adoption of the resolution.

I hereby certify that there are sufficient funds available in **Account No.: 16-14-298-56-000-856** for payment of this resolution.


Matthew Hogan, Risk Manager

:igp
3/29/16

APPROVED: 
Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel

Certification Required
Not Required

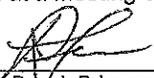
APPROVED 7-0

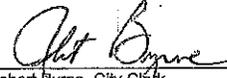
RECORD OF COUNCIL VOTE ON FINAL PASSAGE 4.13.16											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA		ABSENT	
RAMCHAL		ABSENT		OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ 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 RATIFYING AND AUTHORIZING A PROFESSIONAL SERVICE AGREEMENT WITH CALCAGNI & KANEFSKY TO REPRESENT THE CITY OF JERSEY CITY AND MAYOR STEVEN FULOP IN THE MATTER OF DAVID LERNER AND FERNANDO PICARIELLO V. CITY OF JERSEY CITY, ET AL.

Project Manager

Department/Division	Law	Law
Name/Title	Jeremy Farrell	Corporation Counsel
Phone/email	201-547-4667	JFarrell@jcnj.org

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

Contract Purpose

A Complaint was filed by Jersey City Parking Authority employees David Lerner and Ferdinand Picariello against the City of Jersey and Mayor Steven Fulop in Superior Court of New Jersey alleging wrongful termination and retaliation and due to a conflict of interest, it was necessary to hire outside counsel.

Cost (Identify all sources and amounts)

Insurance Fund Commission. 16-14-298-56-000-856

Contract term (include all proposed renewals)

One Year

Type of award Fair/Open

If "Other Exception", enter type

Additional Information

I certify that all the facts presented herein are accurate.

Signature of Department Director

Date

Outside Counsel Agreement

This Agreement dated the ____ day of _____, 2016 between the City of Jersey City, a municipal corporation, with offices at 280 Grove Street, Jersey City, New Jersey 07302 ("City") and Calgani & Kanefsky, One Newark Center, 1085 Raymond Blvd., 14th Floor, Newark, NJ 07102, ("Special Counsel"). The Corporation Counsel of the City of Jersey City has selected Special Counsel to serve as Outside Counsel in connection with *David Lerner and Fernando Picariello v. City of Jersey City, et al.*

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

I. CONFLICTS OF INTEREST

A. Initial Conflicts Check.

Outside Counsel must be sensitive both to direct conflicts of interest that representation of the City and other clients poses, and to the less direct, but nevertheless serious, conflicts that may arise from the same firm's advocacy, on behalf of other clients, of positions conflicting with important City interests. Prior to Outside Counsel's engagement, Outside Counsel shall carefully review whether any conflicts of either type exist and, if so, bring those conflicts to the attention of the Corporation Counsel. The City shall be promptly informed of and consulted with respect to all potential conflicts. Although issue conflicts may not necessarily result in a disqualification of Outside Counsel, the City shall be consulted before Outside Counsel accepts an engagement that will require the firm to advocate a position that may be adverse to a City legal interest or otherwise prejudicial to the interests of the City. The City in its sole discretion shall, after consultation with Outside Counsel, determine whether an impermissible conflict exists, or whether other circumstances exist that would undermine the public's confidence if representation by Outside Counsel continued.

Outside Counsel's acceptance of an engagement on a matter without written disclosure of any conflicts constitutes Outside Counsel's representation that it has conducted an appropriate conflict check and no conflict exists.

B. City Conflicts.

The City has a duty to protect the public interest. As part of this responsibility, the City sets policies to ensure that the legal system operates in a manner that safeguards the public's confidence in the integrity and impartiality of its administration. For this reason, in addition to

insisting that its attorneys follow the Rules of Professional Conduct, the City prohibits Outside Counsel that represent the City, while such matter is pending, from:

- (1) Representing private parties before the City or any of its boards, proceedings, commissions or autonomous agencies in adversarial, transactional or non-adversarial proceedings. Outside Counsel also may not, on behalf of a private client, lobby the City or any City department.
- (2) Representing private parties in any matter in which the City also is a party, if the private party has interests adverse to the City.
- (3) Representing a private client with interests adverse to the City.
- (4) Representing another client if that representation would present a substantial risk that Outside Counsel's responsibilities to the City would limit its ability to provide independent advice or diligent and competent representation either to the City or the other client.
- (5) Representing another client where the Outside Counsel's knowledge of the City's legal positions or strategy, derived from its representation or prospective representation of the City, could be used to the advantage of the other client or the disadvantage of the City.

C. Continuing Obligation.

The obligation to disclose conflicts continues throughout the course of the representation. Outside Counsel must review conflicts of interest on an ongoing basis as new matters are opened. Any new attorney/client relationships that potentially create a conflict shall be reported to the Corporation Counsel immediately.

D. Attorney-Client Privilege Group/No Representation of Other Persons/Entities Absent Approval.

Outside attorneys engaged to represent the City (as opposed to a named person) shall consider themselves to have formed an attorney-client relationship *only* with the City, and not any of its individual employees. When speaking with current or former employees of the City, Outside Counsel shall, as appropriate, advise those employees that although their dialogue will be considered attorney-client communications to the fullest possible extent, counsel's responsibility is to the City and they do not represent those employees in their individual capacities. As a matter proceeds, if employees of the City will be examined under oath or interviewed in other adverse contexts, and if Outside Counsel believe it advisable for them to represent the employees in their individual capacities at such events, Outside Counsel must obtain the Corporation Counsel's advance consent before agreeing to represent such persons in their individual capacities. The Corporation Counsel, in consultation with other City personnel,

will determine if it is appropriate for the individual to receive representation and, if so, by whom.

Outside Counsel who are engaged to represent both an entity and employees of that entity simultaneously shall take all necessary steps to ensure the continuing absence of conflicts, and to preserve their ability to continue representing the entity in the event that conflicts develop between the entity and individual clients.

II. WORKING RELATIONSHIP

A. Identification of Objectives/Relationship Attorney.

The Corporation Counsel or his designee will be Outside Counsel's principal and regular point of contact for financial and strategic decisions. Only the Corporation Counsel or his designee has authority to direct Outside Counsel in the handling of the matter. If a City employee other than the Corporation Counsel or his designee asks Outside Counsel to proceed in a certain fashion or to perform certain activities with respect to a specific legal matter, Outside Counsel shall report the request to the Corporation Counsel and obtain direction prior to proceeding.

Outside counsel shall designate an Attorney to be the Corporation Counsel's principal contact. In all matters, the City remains ultimately responsible for making all substantive decisions and determining the costs and benefits of contemplated legal activity. In many matters, City attorneys will act as full co-counsel and be engaged with Outside Counsel in the day-to-day conduct of the case. In matters where Outside Counsel is handling that day-to-day conduct without City personnel as co-counsel, the City shall be consulted on a regular basis throughout the course of Outside Counsel's engagement and to be kept fully informed of the current status and proposed course of the matters assigned to Outside Counsel's firm. All strategic, tactical, staffing (including any proposed staffing changes) and significant resource allocation decisions about City legal matters must be made in collaboration with the Corporation Counsel.

B. Early Case Assessment/Cost Assessment.

Each complex matter is to be thoroughly evaluated at its outset. The same applies to actions in which the City is the plaintiff, except that the analysis will be performed before the case is filed. In any matter, Outside Counsel shall provide an early case assessment that includes analysis of (1) likely costs to the City from the process, (2) possible outcomes, indicating the likelihood of each, and (3) strategy and tactics for termination or resolution. The format of the early case assessment may vary from a formal written document to a verbal briefing or a combination of a written budget with a verbal briefing on other aspects of the case.

Please note that time spent preparing a budget is not billable, but counsel may bill for time spent preparing an early case assessment or a recommended discovery plan.

The City places significant reliance on cost estimates and Outside Counsel shall prepare them with care. Although the City understands that unanticipated events may have an impact on costs, the City shall be consulted promptly if Outside Counsel believes that the most recent cost estimate provided is no longer accurate. Should total fees or costs exceed the agreed budget, or should fees or costs for a phase of the case exceed the agreed estimate for that phase, without adequate explanation in advance that the increased expense will be necessary, the City may require that an increased discount be applied to unanticipated fees or costs and reserves the right not to pay Outside Counsel for any amounts incurred or expended in excess of the approved budget or estimate.

For bond matters and other transactional engagements, counsel may be expected to provide a fee cap for the transaction, approved by the City, prior to commencing work. Only where a transaction materially changes in scope will the City consider revisions to an agreed fee cap. No payments above the agreed fee cap shall be made unless and until a revised fee cap has been approved in writing by the Director of the City or his/her designee.

C. Staffing.

Unless otherwise agreed, the senior attorney retained shall be directly and ultimately responsible for the entire assignment. The day-to-day involvement of that senior attorney, however, shall be appropriate to the magnitude of the matter and the efficiency required for a timely, cost effective, quality work product. When a senior attorney can handle an assignment most efficiently (based on skill and experience), that senior attorney shall complete the assignment.

The City shall be billed for only one attorney to attend events such as depositions, witness meetings, settlement conferences, negotiations and meetings with other parties' counsel. The City recognizes that in more complex matters and those with multiple work-streams, it may occasionally be appropriate for multiple attorneys to attend significant events and for members of the team to consult with each other. The City insists, however, that no more than the minimum number of attorneys necessary to an event attend, that billable internal conferences and charges for drafting and reading internal email correspondence occur only when absolutely required, and that the Corporation Counsel be regularly informed both of the number of attorneys who will attend significant events and the reason for the attendance of each billing timekeeper.

The City believes that it is most efficient for a single attorney or group of attorneys to handle a matter from beginning to end and Outside Counsel shall strive for such continuity. The City will not pay for learning time that may result from staffing changes at Outside Counsel's firm. In addition, the City will not reimburse Outside Counsel for any routine training or supervisory time, including time spent at seminars, unless specifically approved in advance and included as part of the budget. The City will not ordinarily pay for summer associate time unless such time

has been identified as part of the approved staffing plan for appropriate work. The City will not pay for time submitted by librarians; secretaries; billing, filing, docketing or document clerks; internal messengers/couriers; temporary or clerical support staff; word processors; and IT professionals other than electronic discovery specialists serving a function similar to that of paralegals/case managers. The City also will not pay for time billed by attorneys or paralegals to perform tasks (filing, indexing, etc.) that could and should have been handled by support personnel.

D. Settlement.

Outside Counsel shall have no settlement authority unless and until such authority is explicitly conferred on them by the Corporation Counsel. If Outside Counsel believes that settlement should be pursued, Outside Counsel must seek instructions in this regard from the Corporation Counsel, and not pursue formal or informal settlement discussions without the Corporation Counsel's approval. Outside Counsel shall immediately inform the Corporation Counsel of any settlement proposal or overture, formal or informal, by the opposing party or counsel. Please note that under no circumstances can the City agree to designate a settlement agreement as confidential. All City settlement records are, by definition, public documents.

E. Media Relations/Law Firm Advertising.

The City does not authorize outside counsel or vendors to comment publicly in any manner on any aspect of the City's legal matters. All media inquiries relating to the City shall be referred promptly to the Corporation Counsel and discussed with the Corporation Counsel before responding to the media contact in any manner. This includes even "no comment" or other non-substantive responses. If time is of the essence and Outside Counsel cannot reach the Corporation Counsel, the Press Secretary in the Office of the Mayor shall be contacted.

The City does not permit Outside Counsel to advertise or promote their relationship with the City, other than by listing the City as a representative client.

F. Engagement of E-Discovery and Other Vendors, Including Experts.

Before engaging any vendor, including electronic discovery firms and experts, lobbyists or other consultants (in each case, a "vendor"), Outside Counsel must pre-clear that engagement with the Corporation Counsel, unless the Corporation Counsel has explicitly granted exceptions to this preclearance requirement. The City will not be responsible for vendor fees or costs unless that vendor's engagement was pre-approved by the City. The City may require Outside Counsel to engage vendors with which the City has master contracts or preferred pricing arrangements, and always will insist on engagement of the lowest-cost vendor qualified to handle a task (understanding that complex tasks may require vendors with specialized expertise).

Outside Counsel will pay all third-party service providers directly and will bill the City for those services' detailed disbursements included in monthly invoices. This City will not accept separate invoices from service providers directly to the City for payment.

Outside Counsel has the responsibility to ensure that there are no conflicts between any vendor and the City. In addition, all vendors must execute the confidentiality agreement attached as Appendix A. The fee and disbursement policies as outlined in this Agreement shall be made available to, and followed by vendors. It is Outside Counsel's responsibility to confirm that all third party billings comply with this Agreement.

Vendor payment arrangements shall be discussed in advance with the Corporation Counsel. In general, Outside Counsel shall contract with vendors themselves and pay the third party invoices directly, incorporating those invoices into their own bills to the City and including appropriate detail for reasonable review by City personnel. The City may request Outside Counsel to provide full copies of vendor invoices; Outside Counsel therefore shall retain those invoices in accordance with IRS guidelines. The Corporation Counsel may approve other payment arrangements, including (in rare cases) direct contracting with and payment by the City.

When engaging court reporting services, Outside Counsel shall request only one transcript (electronic or hard copy). The City will not reimburse charges for additional transcripts.

G. Adherence to Ethical Standards.

The City conducts itself in accordance with the highest ethical standards and expects the same of its Outside Counsel. No City employee ever has authority to instruct Outside Counsel to act in an unethical manner. If Outside Counsel believes that a City employee has engaged or will engage in illegal or unethical activity, Outside Counsel must immediately advise the Corporation Counsel. The City will terminate its relationship with any Outside Counsel who, in the City's sole discretion, fails to adhere to the foregoing ethical standards.

At all times, Outside Counsel will remain aware of and in compliance with each of the City's "Pay-to-Play" ordinances and any amendments thereto.

H. Gratuities.

City officers and employees are prohibited from accepting any gift, favor, service or other thing of value related in any way to the City officer's or employee's public duties. In addition, any vendor to the City is prohibited from offering a gift or other thing of value to a City officer or employee with which the vendor transacts business or offers to transact business. Any City officer or employee is prohibited from soliciting a gift or thing of value from a City vendor. This includes charitable donations made in the name of a City employee.

The City reserves the right to amend this Agreement from time to time, providing written notification to Outside Counsel within thirty (30) days of the effective date of any substantive changes. Failure to accept amendments may result in the termination of services from the City.

I. Malpractice Insurance.

Outside Counsel representing the City shall maintain malpractice insurance coverage that is reasonable and prudent in relation to the types and sizes of matters handled. Outside Counsel shall, upon request, promptly provide the Corporation Counsel with copies of any applicable policies required under this section, and/or a certificate of insurance. Each policy provided must be certified by the agent or underwriter to be a true copy. If Outside Counsel does not have coverage or if coverage is cancelled and not immediately replaced with comparable coverage, Outside Counsel must immediately report this to the Corporation Counsel.

J. File Retention.

For Litigated Matters: Outside Counsel shall retain pleadings, correspondence, discovery materials, deposition transcripts and similar documents and work product for a period of no less than seven (7) years from the date the matter is concluded or for the time period specified by rule or law in the jurisdiction in which the matter was pending, whichever is longer. Beyond this period, Outside Counsel shall notify the City in writing no less than sixty (60) days prior to destroying any file. Along with the written notification, Outside Counsel shall submit an inventory of any original City documents contained in the file to be destroyed and a representation that any electronic version of the file will also be destroyed or deleted.

For Bond and Other Transactions, and Advice Matters: Documents shall be retained in accordance with the same policies applicable to litigated matters unless applicable law mandates any longer retention schedule. However, bond counsel and transactional/advice counsel shall retain all transcripts of transactions and memoranda of advice indefinitely unless otherwise directed by the Corporation Counsel.

III. Billing

A. Rates.

Outside Counsel shall be compensated at the rate of \$150.00 per hour, including expenses. The total amount of this agreement shall not exceed \$50,000.

The City will pay for actual services rendered at rates established in Requests for Qualifications or otherwise agreed to in advance. At the time of Outside Counsel's initial engagement, Outside Counsel shall furnish the Corporation Counsel with a schedule of billing rates for partners, associates and all other timekeepers expected to bill time against the matter for review and approval prior to billing time to the City. Because of City procurement rules, the rates

applicable at the inception of each specific matter must remain in effect for the duration of that matter.

Hourly rates shall include all overhead costs (*see* Acceptable Fees/Charges, below), none of which shall be included in disbursements.

Time must be billed in 0.1 hour increments and on a per-task basis. The time entry description must be specific, detailing the action taken and the subject matter. Absent prior consent, the City will not pay for more than ten (10) hours of time by a single timekeeper in a single day, but the Corporation Counsel may increase that number of permissible hours in matters of special urgency or where cases are in or approaching trial.

Outside Counsel shall bear in mind that invoices may be disclosed pursuant to the City's open records laws and that courts may not sustain assertions of privilege by the City. Although the City will endeavor to redact privileged information before releasing bills for public consumption, Outside Counsel shall, to the extent practicable and consistent with the need to fully inform the City of its activities and to allow the City to evaluate the reasonableness of billing narratives, avoid the inclusion of privileged matter in invoices.

B. 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.

By accepting an engagement by the City, law firms will be deemed to have familiarized themselves with this agreement and to have agreed to adhere to it in all respects, now and as they may be amended from time to time upon written notice and acceptance. This acceptance is a matter both of contract and professional responsibility.

Attest:

City of Jersey City

Robert Byrne
City Clerk

Robert Kakoleski
Business Administrator

WITNESS:

Calcagni & Kanefsky

By:
Firm:

APPENDIX A

CONFIDENTIALITY AGREEMENT

_____ (Subcontractor), as a contractor of Outside Counsel retained by the City of Jersey City (the "City") pursuant to an "Outside Counsel Agreement" dated _____, hereby acknowledges and agrees as follows:

1. All documents and data, including but not limited to financial, statistical, personnel, customer and/or technical documents, owned or supplied by the City to the Subcontractor, shall be treated as confidential (Documents and Data). The Subcontractor shall take all necessary and reasonable precautions to ensure that the City's Documents and Data are safeguarded. Use of the Documents and Data is strictly limited to that use necessary to complete the scope of work agreed upon, which may include disclosure to employees, officers or agents of any subcontractor assisting with the scope of work. Any other use, and any sale or offering of the Documents and Data in any form by the Subcontractor, or any individual or entity in the Subcontractor's charge or employ, will be considered a violation of this Confidentiality Agreement and may result in termination of the agreement between Subcontractor and the law firm retained by the City, and the Subcontractor's suspension or debarment from City contracting. In addition, such conduct may be reported to the appropriate authorities for possible criminal prosecution.
2. Subcontractor shall be responsible to ensure that all agents and individuals or entities in the Subcontractor's charge or employ adhere to this Confidentiality Agreement. A breach of confidentiality by any individual or entity in the Subcontractor's charge or employ will be considered a violation of this Confidentiality Agreement by the Subcontractor.
3. In the event that Subcontractor, its agent or any individual or entity in the Subcontractor's charge or employ receives a subpoena, demand, or other request for any of the City's documents or data, Subcontractor shall promptly notify the City and shall not turn over any of the City's documents or data.
4. The Subcontractor shall comply with all applicable City and Federal laws that require the notification of individuals in the event of unauthorized release of personally-identifiable information or other event requiring notification. In the event of a breach of any of the Subcontractor's confidentiality obligations or other event requiring notification under applicable law ("Notification Event"), the Subcontractor agrees to assume responsibility for informing all such individuals in accordance with applicable law and to indemnify, hold harmless and defend the City and its trustees, officers, and employees from and against any claims, damages, or other harm related to such Notification Event.
5. Upon termination of this Confidentiality Agreement the Subcontractor shall return or erase, destroy, and render unreadable all Subcontractor copies of City Documents and Data, both physical and electronic, and certify in writing that these actions have been completed within 30 days of the termination of this Confidentiality Agreement or within 14 days of the request of an agent of the City, whichever shall come first.

6. This Confidentiality Agreement shall survive the Subcontractor's termination of the contract between the law firm retained by the City and Subcontractor or upon completion of the scope of work related to the City.

Subcontractor/Firm: _____

By: _____

Title: _____

Date: _____

(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)

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 18 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. 18:5-31 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. 18:5-31 and N.J.A.C. 17:27.

Representative's Name/Title (Print): Thomas R. Galicagni, Partner

Representative's Signature: [Handwritten Signature]

Name of Company: Galacagni & Kowalsky, the New Jersey Office of Harris, St. Laurent & Chaulhry LLP

Tel. No.: (862) 397-1496

Date: 04/01/2016

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 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: Thomas J. Calogui, Partner

Representative's Signature: [Signature]

Name of Company: Calogui & Kuroki, the New Jersey Office of Harris, St. Laurent & Chandhry LLP

tel. No.: (862) 397-1796

Date: 04/01/2016

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: Calagni & Kanofsky, the New Jersey Office of Harris, S. Laurans & Chawling LLP
Address: 1085 Raymond Blvd, Floor 14, Newark NJ 07102
Telephone No.: (862) 397-1796
Contact Name: Mark J. Leszczyszak

Please check applicable category:

- Minority Owned Business (MBE)
Minority & Woman Owned Business (MWBE)
Woman Owned business (WBE)
[X] Neither

Definitions

Minority Business Enterprise

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

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

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

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

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

Woman Business Enterprise

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

DIVISION OF PURCHASING COPY

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 Calcegni & Kowelsky (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 Calcegni & Kowelsky (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: Calcegni & Kowelsky, the New Jersey Office of Harris, St. Laurent & Chandberg

Signed: [Signature] Title: Partner

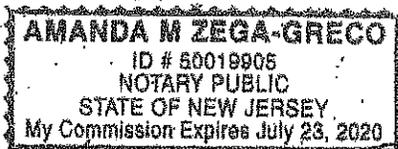
Print Name: Thomas R. Calcegni Date: 09/01/2016

Subscribed and sworn before me this 1 day of April, 2016

My Commission expires:

(Affiant)

(Print name & title of affiant) (Corporate Seal)



[Signature]

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

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 committees 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
Levato for Council	Councilperson Michael Yun
Councilperson Joyce E. Watterman	Councilperson Candice Osborne
Councilperson Daniel Rivera	Councilperson Dixie 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
Jonathan Morris	16 West 77th St, Apt. 5F, New York, NY 10024
Andrew St. Laurent	543 7nd St, Apt 1A, New York, NY 11215
Priya Chaudhry	631 East 7th St, Apt. 1B, New York, NY 10007

Part 3 - Signature and Attestation:

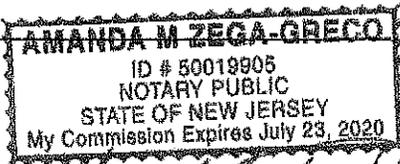
The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: Calogian & Kuretsky, the New Jersey Office of Harris, St. Laurent & Chaudhry LLP
 Signed: [Signature] Title: Partner
 Print Name: Thomás R. Calogian Date: 04/01/2016

Subscribed and sworn before me this 1 day of April, 2016

(Affiant)

My Commission expires: _____
(Print name & title of affiant) (Corporate Seal)



[Signature]

CERT-1

04/08/14

Taxpayer Identification#

Dear Business Representative:

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

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

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

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

If you have any questions or require more information, feel free to call our Registration Hotline at (609)292-9292.

I wish you continued success in your business endeavors.

Sincerely,

James J. Fruscione
Director
New Jersey Division of Revenue

STATE OF NEW JERSEY		<small>DEPARTMENT OF TREASURY/ DIVISION OF REVENUE PO BOX 252 TRENTON, N J 08646-0252</small>
BUSINESS REGISTRATION CERTIFICATE		
TAXPAYER NAME:	TRADE NAME:	
HARRIS, O'BRIEN, ST. LAURENT & CHAUDHRY		
ADDRESS:	SEQUENCE NUMBER:	
1085 RAYMOND BLVD, 14TH FLOOR NEWARK NJ 07102	1865008	
EFFECTIVE DATE:	ISSUANCE DATE:	
04/08/14	04/08/14	
	<small>Director New Jersey Division of Revenue</small>	
FORM-BRC	<small>This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.</small>	

(94-08) 0435846

CERTIFICATE OF EMPLOYEE INFORMATION REPORT

Certification 53590

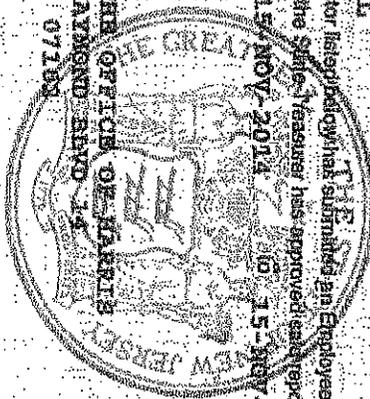
INITIAL

This is to certify that the contractor has provided what submitted as 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

CALCAGNI & KANESEKY THE OFFICE OF HARRIS
ONE NEWARK CTR 1085 RAYMOND BLVD 14
NEWARK NJ 07102

Andrew F. Sidamon-Eiscou
State Treasurer



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

City Clerk File No. Res. 16.248

Agenda No. 10.Z.17

Approved: APR 13 2016



TITLE: RESOLUTION AUTHORIZING THE AWARD OF A PROFESSIONAL ENGINEERING SERVICES CONTRACT TO EDWIN A. REIMON, PE, CME, ENGINEERING SERVICES, FOR THE DESIGN OF TRAFFIC SIGNAL INTERSECTION IMPROVEMENTS AT JERSEY AVENUE / PHILLIP STREET / JOHNSTON AVENUE / AUDREY ZAPP DRIVE, PROJECT NO. T-2015-007 FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF ARCHITECTURE, ENGINEERING, TRAFFIC AND TRANSPORTATION

COUNCIL AS A WHOLE OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, The New Jersey Turnpike Authority is in the process of constructing a vehicular bridge over Mill Creek on Jersey Avenue; and

WHEREAS, the City of Jersey City (City) must construct a traffic light at the intersections of Jersey Avenue/Phillip Street/ Johnston Avenue/Audrey Zapp Drive; and

WHEREAS, the City requires the professional services of an engineering firm to design and prepare final construction plans and specifications; and

WHEREAS, in accordance with the New Jersey Local Unit Pay-to-Play Law, N.J.S.A. 19:44A-20.4 et. seq., the City, in April 2015 publicly advertised a Request for Qualifications (RFQ) for general civil engineering services through the "fair and open process" and evaluated each firm as to its qualifications to provide these services; and

WHEREAS, on August 7, 2015 City solicited Proposals from five (5) prequalified engineering firms; and

WHEREAS, Edwin A. Reimon, PE, CME, Engineering Services submitted a Qualification Statement in response to the City's 2015 RFQ; and

WHEREAS, Edwin A. Reimon is a pre-qualified engineering firm that can provide technical and civil engineering services for roadway projects such as Design of Traffic Signal and Intersection Improvements at the intersections of Jersey Avenue/Phillip Street/Johnston Avenue/Audrey Zapp Drive; and

WHEREAS, in response to the City's Request for Proposals, Edwin A. Reimon, PE, CME, Engineering Services, submitted the attached proposal dated August 25, 2015 in the amount of Thirty Three Thousand Eight Hundred and Fifty (\$33,850.00) Dollars; and

WHEREAS, the total contract amount for the Design of Traffic Signal and Intersection Improvements at Jersey Avenue/Phillip Street/ Johnston Avenue/Audrey Zapp Drive, Project No. T2015-007 shall be for a sum not to exceed Thirty Three Thousand Eight Hundred and Fifty (\$33,850.00) Dollars; and

WHEREAS, Funds for this expenditure are available from the following Capital account:

Acct. No.	Req. #	P.O. #	Amount
04-215-55-948-990	0171545	118594	\$33,850.00

WHEREAS, these services qualify as professional services exempt from public bidding under the Local Public Contracts Law, N.J.S.A. 40A:11-5 (1)(a)(i); and

WHEREAS, the resolution authorizing the award and the agreement itself must be available for public inspection; and

WHEREAS, this contract is awarded pursuant to the fair and open process of the Pay-to-Play Law, N.J.S.A. 19:44A-20.4 et seq.; and Edwin A. Reimon PE, CME, Engineering Services, 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 THE AWARD OF A PROFESSIONAL ENGINEERING SERVICES CONTRACT TO EDWIN A. REIMON, PE, CME, ENGINEERING SERVICES, FOR THE DESIGN OF TRAFFIC SIGNAL INTERSECTION IMPROVEMENTS AT JERSEY AVENUE / PHILLIP STREET / JOHNSTON AVENUE / AUDREY ZAPP DRIVE, PROJECT NO. T-2015-007 FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF ARCHITECTURE, ENGINEERING, TRAFFIC AND TRANSPORTATION

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 attached with Edwin A. Reimon, PE, CME, Engineering Services, to provide engineering services for a total contract amount not to exceed \$33,850.00;
2. The term of the contract shall be nine (9) months and final plans, specifications, Engineer's construction cost estimate and Engineer's design certification shall be completed and submitted to the City of Jersey City by May 31, 2016;
3. This agreement is awarded without competitive bidding as a Professional Services Agreement under the Local Public Contract Law, N.J.S.A. 40 A:11-5(1)(a)(i);
4. 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 10 days of its adoption;
5. This contract is awarded using the Fair and Open Process of the Pay-to-Play Law, N.J.S.A. 19:44A-20.4 et seq.;
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 *Dorina Mauer* (Dorina Mauer), as Chief Financial Officer, hereby certify that these funds are available for this expenditure in Capital Account number:

Acct. No.	Req. #	P.O. #	Amount
04-215-55-948-990	0171545		\$33,850.00

APPROVED: *[Signature]*
Joao D'Souza, Director of Traffic and Transportation

APPROVED: *[Signature]*
Jose R. Cunha, PE, CME, CPDM, CRP
Director of Engineering

APPROVED: *[Signature]*
Business Administrator
Robert J. Kokoleski

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

APPROVED 7-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 4.13.16											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA		ABSENT	
RAMCHAL		ABSENT		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 PROFESSIONAL ENGINEERING SERVICES CONTRACT TO EDWIN A. REIMON, PE, CME, ENGINEERING SERVICES, FOR THE DESIGN OF TRAFFIC SIGNAL AND INTERSECTION IMPROVEMENT AT JERSEY AVENUE/PHILLIP STREET/ JOHNSTON AVENUE/AUDREY ZAPP DRIVE, PROJECT NO. T-2015-007 FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF ARCHITECTURE, ENGINEERING, TRAFFIC AND TRANSPORTATION

Project Manager

Department/Division	Administration	Architecture, Engineering, Traffic & Transportation
Name/Title	Joao D'Souza	Director of Traffic and Transportation
Phone/email	201-547-4530	joao@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 Turnpike Authority is in the process of constructing a vehicular bridge over Mill Creek on Jersey Avenue, therefore, a traffic signal needs to be in place to improve vehicular traffic at the intersection of Jersey Avenue/Phillip Street/Johnston Avenue/Audrey Zapp Drive.

Cost (Identify all sources and amounts)

Acct. No. \$33,850.00 Capital funds

Contract term (include all proposed renewals)

Nine Months.

Type of award

Fair/Open

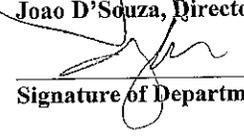
If "Other Exception", enter type

Additional Information

Proposals for design were solicited from the following prequalified Engineering firms:

Edwin A. Reimon, PE, CME	\$ 33,850.00
KSE Engineers	\$ 65,306.00
CME Engineers	\$491,327.00
RBA Group	\$ None received
AR&H Associates	\$None received



 Joao D'Souza, Director, Traffic & Transp.


 Signature of Department Director

9/23/15

 Date
 9/30/18

 Date

EDWIN A. REIMON, P.E., C.M.E.
Engineering Services

August 20, 2015

Mr. Stanley Huang, P.E.
Municipal Engineer
Division of Architecture, Engineering Traffic & Transportation
13-15 Linden Avenue, Jersey City, NJ07305

Reference: **Design of Traffic Signal Improvements**
Intersection of Jersey Avenue, Phillip Street and Johnston Avenue

Dear Mr. Huang:

This is my letter of intent to provide design of traffic signal improvements at the intersection of Jersey Avenue Phillip Street and Johnston Avenue in the City of Jersey City. As you will find in the body of my proposal, we have provided similar services throughout the State of New Jersey in the past and look forward to continue serving the City of Jersey City with this project. If you have any questions, please contact me at 201-686-9066 or by email at reimon5@msn.com.

Best Regards,



Edwin A. Reimon, P.E., C.M.E.
Principal
NJ PROFESSIONAL ENGINEER NO. 24GE03869400



STEVEN M. FULOP
MAYOR OF JERSEY CITY

CITY OF JERSEY CITY
DEPARTMENT OF ADMINISTRATION
DIVISION OF ARCHITECTURE, ENGINEERING,
TRAFFIC & TRANSPORTATION
PUBLIC WORKS COMPLEX | 575 ROUTE 440 | JERSEY CITY, NJ 07305
P: 201 547 4470 | F: 201 547 4703



ROBERT KAKOLESKI
BUSINESS ADMINISTRATOR

MEMORANDUM

DATE : September 23, 2015
TO : Peter Folgado, Purchasing Director
FROM : Robert Kakoleski, Business Administrator
SUBJECT : Award Recommendation Letter
**Design of Traffic Signal Intersection Improvements at
Jersey Avenue/Phillip St/Johnston Ave/Audrey Zapp Dr
Jersey City Project No. T-2015-007**

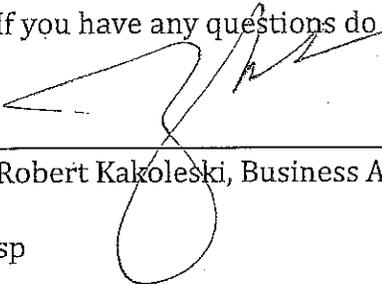
Please be advised, after careful and thorough review of the Proposals, I recommend that the contract be awarded to:

**EDWIN A. REIMON PE, CME, ENGINEERING SERVICES
251 RIDGE ROAD
LYNDHURST, NJ 07071**

Please proceed and utilize the following requisition listed below. Enclosed is the awarding resolution for your perusal.

REQ #	ACCOUNT NUMBER	AMOUNT
0171545	04-215-55-948-990	\$33,850.00

If you have any questions do not hesitate to call.


Robert Kakoleski, Business Administrator

sp

Attachments

- c: Jose R. Cunha, PE, CME, CPWM, CRP, Director of Engineering
- Brian F. Weller, Director, Division of AET&T
- Raquel Tosado, Contractor Manager
- Paola Campbell, Purchasing Division
- Dawn Odom, Supv. Adm. Analyst



STEVEN M. FULOP
MAYOR OF JERSEY CITY

CITY OF JERSEY CITY
DEPARTMENT OF ADMINISTRATION
DIVISION OF ARCHITECTURE, ENGINEERING, TRAFFIC & TRANSPORTATION
MUNICIPAL SERVICES COMPLEX | 13-15 LINDEN AVE EAST | JERSEY CITY, NJ 07305
P: 201 547 5900 | F: 201 547 5806



ROBERT KAKOLESKI
BUSINESS ADMINISTRATOR

MEMORANDUM

DATE : September 23, 2015

TO : Robert Kakoleski, Business Administrator

FROM : Brian Weller, LLA, ASLA, Director of AET&T *BW*

SUBJECT : **Recommendation to Award Contract**
Design of Traffic Signal Intersection Improvements
At Jersey Avenue/Phillip Street/Johnston Ave/Audrey Zapp Drive
Jersey City Project No. T-2015-007

On August 7, 2015, the Traffic and Transportation Director sent Request for Proposals, for the above mentioned project, to the following prequalified engineering firms:

- Edwin A. Reimon, PE, CME Engineering Services
- KSE Engineers
- CME Engineers
- RBA Group
- AR&H Associates

Please find memo attached requesting the award of contract in the amount of \$33,850.00 to:

EDWIN A. REIMON, PE, CME, ENGINEERING SERVICES
251 RIDGE ROAD
LYNDHURST, NJ 07071

sp

Attachments

c: Raquel Tosado, Contractor Manager
Paola Campbell, Purchasing Division
Dawn Odom, Supv. Adm. Analyst



STEVEN M. FULOP
MAYOR OF JERSEY CITY

CITY OF JERSEY CITY
DEPARTMENT OF ADMINISTRATION
DIVISION OF ARCHITECTURE, ENGINEERING,
TRAFFIC & TRANSPORTATION
PUBLIC WORKS COMPLEX | 575 ROUTE 440 | JERSEY CITY, NJ 07305
P: 201 547 4470 | F: 201 547 4703



ROBERT KAKOLESKI
BUSINESS ADMINISTRATOR

MEMORANDUM

DATE : September 23, 2015
TO : Brian Weller, Director, AET&T
FROM : Joao D'Souza, Director, Traffic & Transportation
SUBJECT : **Award Recommendation Letter**
Design of Traffic Signal Intersection Improvements at
Jersey Avenue/Phillip Street/Johnston Avenue/Audrey Zapp Drive
Jersey City Project No. T-2015-007

Please be advised, after a careful and thorough review of proposals received for above mentioned project, I recommend that the contract be awarded to:

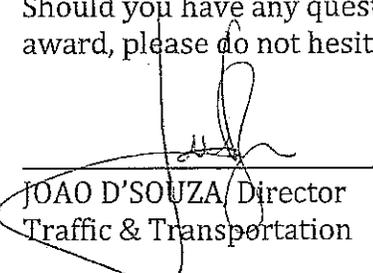
EDWIN A. REIMON PE, CME, ENGINEERING SERVICES
251 RIDGE ROAD
LYNDHURST, NJ 07071

Contract Amount = \$33,850.00

Please proceed and utilize the requisition listed below.

REQ #	ACCOUNT NUMBER	AMOUNT
0171545	04-215-55-948-990	\$33,850.00

Should you have any questions or need any additional justifications regarding this contract award, please do not hesitate to call my office at x4530.


JOAO D'SOUZA, Director
Traffic & Transportation

C: Dawn Odom, Supv Adm Analyst

CITY OF JERSEY CITY, NJ
 DEPARTMENT: Administration
 PURPOSE: General Engineering Services

REQUEST FOR QUALIFICATIONS
 DIVISION: Architecture, Engineering, Traffic, & Transportation
 DUE DATE: April 22, 2015

RESPONDENT'S CHECKLIST:

ITEM	RESPONDENT INITIALS	ADMINISTRATION REVIEW
A. Letter of Qualification	ER	
B. Non-Collusion Affidavit, properly notarized	ER	
C. Public Disclosure Information Statement	ER	
D. Letter of Intent	ER	
E. Mandatory Affirmative Action Language	ER	
F. Affirmative Action Compliance Notice	ER	
G. Employee Information Report	ER	
H. Vendor Activity Summary Report		
I. Americans with Disabilities Act	ER	
J. MWBE Questionnaire	ER	
K. Business Registration Certificate	ER	
L. Certification of Compliance with City's Pay-to-Play Ordinance 08-128 Vendor Affirmation and Signature	ER	
M. Business Entity Disclosure Certificate		
N. Public Works Contractor Registration		
O. NJDCA Engineering Firm Registration		
P. Original signatures on all required forms	ER	

EDWIN A. REIMON, P.E., C.M.E.
Engineering Services

LETTER OF QUALIFICATION

April 21, 2015

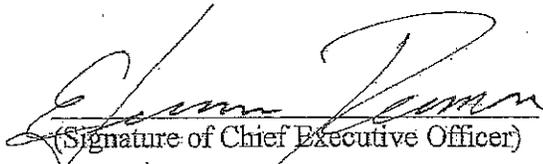
ATTN: Peter Folgado, Director of Purchasing
Jersey City Department of Administration
Division of Purchasing
394 Central Avenue, 2nd Floor
Jersey City, NJ 07307

Dear Mr. Folgado:

The undersigned have reviewed the Qualifications Statement submitted in response to the Request for Qualifications (RFQ) issued by the City of Jersey City (the City), dated April 17, 2015 in connection with the City's need for General Engineering Services.

We affirm that the contents of our Qualifications Statement (which Qualifications Statement is incorporated herein by reference) are accurate, factual, and complete, to the best of our knowledge and belief, and that the Qualifications Statement is submitted in good faith upon express understanding that any false statement may result in the disqualification of Edwin A Reimon.

(Respondent shall sign and complete the spaces provided below. If the Respondent is a joint venture, appropriate officers of each company shall sign.)


(Signature of Chief Executive Officer)

(Signature of Chief Financial Officer)

EDWIN A. REIMON, Principal
(Typed Name and Title)

(Typed Name and Title)

EDWIN A. REIMON
(Typed Name of Firm)*

(Typed Name of Firm)*

4/21/2015
Dated

Dated

*If joint venture, partnership, or other formal organization is submitting a Qualifications Statement, each participant shall execute this Letter of Qualification.

NON-COLLUSION AFFIDAVIT

STATE OF NEW JERSEY
CITY OF JERSEY CITY ss:

I certify that I am Edwin A. Reimon
of the firm EDWIN A. REIMON

the bidder making the proposal for the above named project, and that I executed the said proposal with full authority to do so; 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 proposal; 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) Edwin Reimon

SUBSCRIBED AND SWORN TO
BEFORE ME THIS DAY April 22nd OF 20 15

(TYPE OR PRINT NAME OF AFFIANT UNDER SIGNATURE)

NOTARY PUBLIC OF New Jersey
MY COMMISSION EXPIRES 10-4-15

Amy L. Prokop

(NOTE: THIS FORM MUST BE COMPLETED, NOTARIZED, AND RETURNED WITH THIS PROPOSAL).

AMY L. PROKOP
A Notary Public of New Jersey
My Commission Expires October 4, 20 15

PUBLIC DISCLOSURE INFORMATION STATEMENT

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
EDWIN A. PERMAN	142 FRANCISCO AVENUE Rutherford NJ 07070	100

SIGNATURE: *Edwin Perman*
 TITLE: PRINCIPAL

SUBSCRIBED AND SWORN TO
 BEFORE ME THIS DAY April 22nd OF 20 15

(TYPE OR PRINT NAME OF AFFIANT UNDER SIGNATURE) Amy L. Prokop
Notary Public
 NOTARY PUBLIC OF New Jersey
 MY COMMISSION EXPIRES 10-4-15

(NOTE: THIS FORM MUST BE COMPLETED, NOTARIZED AND RETURNED WITH THIS PROPOSAL).

AMY L. PROKOP
 A Notary Public of New Jersey
 My Commission Expires October 4, 20 15

EDWIN A. REIMON, P.E., C.M.E.
Engineering Services

LETTER OF INTENT

April 21, 2015

ATTN: Peter Folgado, Director of Purchasing
Jersey City Department of Administration
Division of Purchasing
394 Central Avenue, 2nd Floor
Jersey City, NJ 07307

Dear Mr. Folgado:

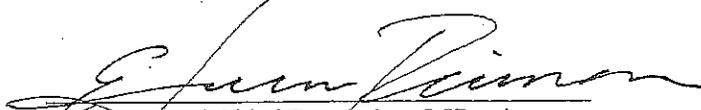
The undersigned as Respondent has (have) submitted the attached Qualifications Statement in response to a Request for Qualifications (RFQ), issued by the City of Jersey City (the City), dated April 17, 2015 in connection with the City's need for **GENERAL ENGINEERING SERVICES**.

EDWIN A REIMON HEREBY STATES:

1. The Qualifications Statement contains accurate, factual, and complete information.
2. **EDWIN A REIMON** agree(s) to participate in good faith in the procurement process as described in the RFQ and to adhere to the City's procurement schedule.
3. **EDWIN A REIMON** acknowledge(s) that all costs incurred by it(them) in connection with the preparation and submission of the Qualifications Statement, and any Qualifications Statement prepared and submitted in response to the RFQ or any negotiation which results therefrom shall be borne exclusively by the Respondent.
4. **EDWIN A REIMON** hereby declare(s) that the only persons participating in this Qualifications Statement as Principals are named herein and that no person other than those herein mentioned has any participation in this Qualifications Statement or in any contract to be entered into with respect thereto. Additional persons may subsequently be included as participating Principals, but only if acceptable to the City.
5. **EDWIN A REIMON** declare(s) that this Qualifications Statement is made without connection with any other person, firm, or parties who has submitted a Qualifications Statement, except as expressly set forth below and that it has been prepared and has been submitted in good faith and without collusion or fraud.

6. **EDWIN A REIMON** acknowledge(s) and agrees that the City may modify, amend, suspend, and/or terminate the procurement process (in its sole judgment). In any case, the city shall not have any liability to the Respondent for any costs incurred by the Respondent with respect to procurement activities described in this RFQ.

7. **EDWIN A REIMON** acknowledge(s) that any contract executed with respect to the provision of **GENERAL ENGINEERING SERVICES** must comply with all applicable affirmative action and similar laws. The Respondent hereby agrees to take such actions as are required in order to comply with such applicable laws.


(Signature of Chief Executive Officer)

Edwin A Reimon, Principal
(Typed Name and Title)

EDWIN A REIMON
(Typed Name of Firm)*

April 21, 2015
Dated

(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)

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.

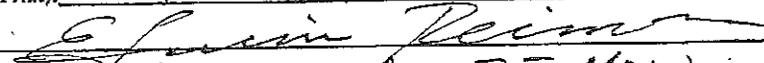
The undersigned vendor certifies on their company's receipt, knowledge and commitment to comply with:

**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): EDWIN A. REIMON

Representative's Signature: 

Name of Company: EDWIN A. REIMON

Tel. No. (201) 686-9066 Date: 4/21/2015

STATE OF NEW JERSEY
Division of Purchase & Property
Contract Compliance Audit Unit
EEO Monitoring Program

EMPLOYEE INFORMATION REPORT

IMPORTANT-READ INSTRUCTIONS CAREFULLY BEFORE COMPLETING FORM. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM AND TO SUBMIT THE REQUIRED \$150.00 FEE MAY DELAY ISSUANCE OF YOUR CERTIFICATE. DO NOT SUBMIT EEO-1 REPORT FOR SECTION B, ITEM 11. For instructions on completing the form, go to: http://www.state.nj.us/treasury/contract_contract_compliance/pdf/aa302ins.pdf

SECTION A - COMPANY IDENTIFICATION

1. FID. NO. OR SOCIAL SECURITY	2. TYPE OF BUSINESS <input type="checkbox"/> 1. MFG <input checked="" type="checkbox"/> 2. SERVICE <input type="checkbox"/> 3. WHOLESALE <input type="checkbox"/> 4. RETAIL <input type="checkbox"/> 5. OTHER	3. TOTAL NO. EMPLOYEES IN THE ENTIRE COMPANY 3			
4. COMPANY NAME Edwin A Reimon, P.E., C.M.E.					
5. STREET 251 Ridge Road	CITY Lyndhurst	COUNTY Bergen	STATE NJ	ZIP CODE 07071	
6. NAME OF PARENT OR AFFILIATED COMPANY (IF NONE, SO INDICATE) NONE			CITY	STATE	ZIP CODE
7. CHECK ONE: IS THE COMPANY: <input checked="" type="checkbox"/> SINGLE-ESTABLISHMENT EMPLOYER <input type="checkbox"/> MULTI-ESTABLISHMENT EMPLOYER.					
8. IF MULTI-ESTABLISHMENT EMPLOYER STATE THE NUMBER OF ESTABLISHMENTS IN NJ					
9. TOTAL NUMBER OF EMPLOYEES AT ESTABLISHMENT WHICH HAS BEEN AWARDED THE CONTRACT					
10. PUBLIC AGENCY AWARDED CONTRACT					
		CITY jersey City	COUNTY Hudson	STATE NJ	ZIP CODE 07305
Official Use Only	DATE RECEIVED	IN AUG. DATE	ASSIGNED CERTIFICATION NUMBER		

SECTION B - EMPLOYMENT DATA

11. Report all permanent, temporary and part-time employees ON YOUR OWN PAYROLL. Enter the appropriate figures on all lines and in all columns. Where there are no employees in a particular category, enter a zero. Include ALL employees, not just those in minority/non-minority categories, in columns 1, 2, & 3. DO NOT SUBMIT AN EEO-1 REPORT.

JOB CATEGORIES	ALL EMPLOYEES			PERMANENT MINORITY/NON-MINORITY EMPLOYEE BREAKDOWN										
	COL. 1 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			1									
Professionals														
Technicians														
Sales Workers														
Office & Clerical														
Craftworkers (Skilled)														
Operatives (Semi-skilled)														
Laborers (Unskilled)														
Service Workers														
TOTAL														
Total employment from previous Report (if any)														
Temporary & Part-Time Employees	The data below shall NOT be included in the figures for the appropriate categories above.													
	2	2							2					

12. HOW WAS INFORMATION AS TO RACE OR ETHNIC GROUP IN SECTION B OBTAINED? <input checked="" type="checkbox"/> 1. Visual Survey <input type="checkbox"/> 2. Employment Record <input type="checkbox"/> 3. Other (Specify):	14. IS THIS THE FIRST Employee Information Report Submitted? 1. YES <input checked="" type="checkbox"/> 2. NO <input type="checkbox"/>	15. IF NO, DATE LAST REPORT SUBMITTED MO. DAY YEAR 4 21 2015
13. DATES OF PAYROLL PERIOD USED From: 4/20/15 To: 5/1/15		

SECTION C - SIGNATURE AND IDENTIFICATION

16. NAME OF PERSON COMPLETING FORM (Print or Type) Edwin A Reimon	SIGNATURE 	TITLE Owner	DATE MO DAY YEAR 4 21 2015		
17. ADDRESS, NO. & STREET 251 Ridge Road	CITY Lyndhurst	COUNTY Bergen	STATE NJ	ZIP CODE 07071	PHONE (AREA CODE, NO., EXTENSION) 201 - 686 - 9066

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): EDWIN A REIMON
Representative's Signature: *Edwin Reimon*
Name of Company: EDWIN A. REIMON
Tel. No.: (201) 686-9066 Date: 4/21/2015

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

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

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

Business Name : EDWIN A REIMON
Address : 251 RIDGE ROAD
Telephone No. : (201) 686-9066
Contact Name : EDWIN A REIMON

Please check applicable category :

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

Definitions

Minority Business Enterprise

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

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

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

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

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

Woman Business Enterprise

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



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: REIMON, EDWIN A
Trade Name:
Address: 251 RIDGE ROAD
LYNDHURST, NJ 07071
Certificate Number: 1905437
Effective Date: October 07, 2014
Date of Issuance: October 09, 2014

For Office Use Only:
20141009094836695

**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 EDWIN A. REIMON (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 EDWIN A. REIMON (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: EDWIN A. REIMON

Signed Edwin Reimon Title: PRINCIPAL

Print Name EDWIN A. REIMON Date: 4/21/2015

Subscribed and sworn before me
this 22 day of April, 2015.
My Commission expires:

Seal)

(Affiant)
Amy L. Prokop
(Print name & title of affiant) (Corporate)
AMY L. PROKOP
A Notary Public of New Jersey
My Commission Expires October 4, 20 15

**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
EDWIN A REIMON	142 FRANCISCO AVE., RUTHERFORD, NJ 07070

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: EDWIN A. REIMON
 Signed: [Signature] Title: PRINCIPAL
 Print Name: EDWIN A REIMON Date: 4/21/2015

Subscribed and sworn before me this 22 day of April, 2015

My Commission expires: 12-4-15

[Signature]
 (Affiant)
Amy L. Prokop
 (Print name & title of affiant) (Corporate Seal)

AMY L. PROKOP
 A Notary Public of the State of New Jersey
 My Commission Expires 12-4-15

AGREEMENT

Agreement made this day of , 2015 between the CITY OF JERSEY CITY, a municipal corporation of the State of New Jersey ("CITY") and EDWIN A. REIMON, PE, CME ENGINEERING SERVICES, located at 251 Ridge Road, Lyndhurst, NJ 07071, (hereinafter referred to as ("CONSULTANT")).

WHEREAS, the CITY requires professional engineering services for the Design of Traffic Signal and Intersection Improvements at Jersey Avenue/Phillip Street/Johnston Avenue/Audrey Zapp Drive, Project No. T-2015-007 ("Project"); and

WHEREAS, the CITY requires professional engineering services to implement design plans and specifications for the Project and provide an engineer's estimate; and

WHEREAS, CONSULTANT submitted a proposal dated August 25, 2015, ("Consultant's Proposal"), in the amount of Thirty Three Thousand Eight Hundred and Fifty (\$33,850.00) Dollars and no Cents, attached hereto; and

WHEREAS, the CONSULTANT has the skills and expertise necessary to undertake this project in matters relating to design and preparation of construction plans and specifications of the Project, and provide an engineer's estimate; and

WHEREAS, the CITY approved Resolution No. _____ on _____, 2015 awarding a professional services contract to the CONSULTANT; and

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 engineering services, for the design of Traffic Signal and Intersection Improvements at Jersey Avenue/Phillip Street/Johnston Avenue/Audrey Zapp Drive, Project No. T-2015-007.

ARTICLE II

Scope of Services

1. CONSULTANT shall perform for the CITY all of the required professional engineering services in accordance with this Agreement and Consultant's Proposal, which is attached hereto and incorporated herein by reference. This Agreement

and the Consultant's Proposal are intended to complement and supplement each other. In the event that there is a conflict or discrepancy between the provisions of this Agreement and the provisions of the Proposal, the provisions of this Agreement shall govern over the provisions of the Proposal.

2. Such described services shall be performed during a period of Nine (9) months after execution of this Agreement.

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 to writing and signed by authorized representatives of the CITY and CONSULTANT. Any modifications which increase the compensation of CONSULTANT shall require the prior authorization of the governing body of the CITY.

ARTICLE III

Contractual Relationship

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

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

ARTICLE IV

Compensation and Payment

1. Compensation for the performance of design and professional services described in this Agreement will be in accordance with the attached CONSULTANT'S proposal with a total contract amount not to exceed Thirty Three Thousand Eight Hundred and Fifty Dollars (\$33,850.00).

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. CONSULTANT shall purchase and maintain the following insurance during the terms of this Contract. 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. Insurance requirements are as follows:

- i) Comprehensive General Liability in the amount of \$1,000,000 per occurrence and \$2,000,000 in aggregate; including Products & Completed Operations coverage.

- ii) Workers Compensation with NJ statutory limits and Employer's Liability in the amount of \$1,000,000.
- iii) Automobile Liability in the amount of \$1,000,000 combined single limit.
- iv) Professional Liability in the amount of \$2,000,000 per occurrence in aggregate.

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

A. Comprehensive General Liability, Automobile Liability Coverage, Workmen's Compensation Insurance, and Owner's Protective Liability and Property Damage Insurance, shall be kept in force until submission of the Consultant's final invoice.

B. Professional Liability Insurance should be kept in force until at least one (1) year after completion of this Contract.

Before commencing the work, the CONSULTANT shall furnish the CITY certificates of such insurance upon execution of this Contract. Except for workers' compensation and professional liability, all certificates shall name the City of Jersey City as an additional insured. All certificates shall bear said City Project Name and Number

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 monthly basis a Consulting Progress Monthly Payment Schedule Report giving the status of the Project. If progress is delayed for any reason, the CONSULTANT shall state the reason for such delay in this report.

ARTICLE VIII

Suspension or Termination

1. Termination: CITY shall have the right to terminate this Agreement in whole or in part upon seven (7) days' written notice. Upon receipt of 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) day's written notice. The CONSULTANT shall resume work as directed by the CITY, in writing. The period during which work shall have been suspended shall be deemed added to the time of performance of this Contract. Stoppage of work shall not give rise to any claim against the CITY for damages or extra remuneration except reasonable costs incurred by CONSULTANT in connection with the suspension of work, and shall have no further claim against CITY with respect thereto.

ARTICLE IX

Arbitration

1. Any disputes or claims arising out of this Agreement, or breach thereof, shall be decided by a mutually agreed upon single arbitrator appointed in accordance with

the rules of the American Arbitration Association. The arbitrator shall be bound by the terms of this Agreement and shall issue a written opinion explaining the reasons for his award.

2. A demand for arbitration shall be in writing no later than five (5) days after the written decision of the Director of the Division of Architecture, Engineering, Traffic and Transportation of the CITY or any claim or dispute covered by this Article.

ARTICLE X

Nondiscrimination

In connection with the performance of work under this contract, the CONSULTANT agrees not to discriminate against any employee or applicant because of race, creed, color, or national origin; and further agrees to insert the forthcoming provisions in all subcontracts for standard commercial supplies or for raw materials.

ARTICLE XI

Compliance With Equal Employment Opportunity/Affirmative Action Plan

1. If the Contract Agreement exceeds \$40,000.00, it shall also be subject to the provisions of N.J.S.A. 10:5-31 et seq. and N.J.S.A. 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 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 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 an error, omission or negligent act of the CONSULTANT or anyone employed by the CONSULTANT in the performance of this contract. Said agreement shall indemnify and defend the CITY, and its 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, statements or agreements other than those herein expressed. No Agreement hereafter made between the parties shall be binding on either party unless produced in 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, c57 (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. 40::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

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 08-128 adopted on September 23, 2008. As such the undersigned does hereby attest that CONSULTANT, 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 Ordinance 08-128, nor will Consultant, 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 XVII

City of Jersey City Lobbyist Disclosure Ordinance

This contract is 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 duly executed this Agreement on the date set forth above.

CITY OF JERSEY CITY

ATTEST:

ROBERT J. KAKOLESKI
Business Administrator

ROBERT BYRNE
City Clerk

Date: _____

Date: _____

ATTEST:

EDWIN A. REIMON, PE, CME
ENGINEERING SERVICES

BY: _____
EDWIN A. REIMON
PRESIDENT

APPROVED AS TO LEGAL FORM

RAYMOND REDDINGTON
Assistant Corporation Counsel

APPROVED FOR INSURANCE REQUIREMENTS

MATTHEW HOGAN
Risk Manager



New Jersey Division of Revenue

Revenue NJBGS

On-Line Business Registration Certificate Service

CERTIFICATE NUMBER 1905437 FOR REIMON, EDWIN A IS VALID.

Project No.	RFP'S	EDWIN REIMON	KSE ENGINEERS	CME ENGINEERS	RBA GROUP	AR&H ASSOC
14-005	WILSON ST. ASSESSMENT & DESIGN OF ROADWAY LIGHTING	\$17,450.00	\$0.00	\$30,450.00	\$0.00	\$0.00
15-007	DESIGN OF TRAFFIC SIGNAL AND INTERSECTION IMPROVEMENT @ JERSEY AVE, PHILLIP ST. & JOHNSTON AVE	\$33,850.00	\$65,306.00	\$491,327.00	\$0.00	\$0.00
15-008	CONSTRUCTION INSPECTION SERVICES FOR ROADWAY RECONSTRUCTION PROJECTS	\$74.00	\$90.00	\$98.00	\$0.00	\$0.00

EDWIN A. REIMON, P.E., C.M.E.
Engineering Services

August 25, 2015

Mr. Stanley Huang, P.E.
Municipal Engineer
Division of Architecture, Engineering Traffic & Transportation
13-15 Linden Avenue, Jersey City, NJ07305

Reference: **Request for Proposals**

- **Design of Traffic Signal and Intersection Improvements**
- **Wilson Street Assessment and Design of Roadway Lighting**
- **Construction Inspection Services for Roadway Reconstruction Projects**

Dear Mr. Huang:

Please find enclosed three original signed proposals for each of the above referenced projects and a USB Memory with the files for each proposal; we look forward to continue serving the City of Jersey City. If you have any questions, please contact me at 201-686-9066 or by email at reimon5@msn.com.

Best Regards,



Edwin A. Reimon, P.E., C.M.E.
Principal

CITY OF JERSEY CITY

PROPOSAL

DESIGN OF TRAFFIC SIGNAL AND INTERSECTION IMPROVEMENTS INTERSECTION OF JERSEY AVENUE, PHILLIP STREET AND JOHNSTON AVENUE

Prepared by: 
EDWIN A. REIMON, P.E., C.M.E.

Date: August 20, 2015

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

City Clerk File No. Res. 16.249

Agenda No. 10.Z.18

Approved: APR 13 2016

TITLE:



RESOLUTION AWARDING A CONTRACT TO COORDINATED BENEFITS ASSOCIATES TO PROVIDE VOLUNTARY BENEFITS AND INSURANCE BROKER SERVICES FOR EMPLOYEES AS AN EXTRAORDINARY UNSPECIFIABLE SERVICE

COUNCIL
ADOPTION OF THE FOLLOWING RESOLUTION:

OFFERED AND MOVED

WHEREAS, the City of Jersey City (City) desires to make certain voluntary and optional benefits and insurance products available to all employees; and

WHEREAS, Coordinated Benefits Associates is a broker of such voluntary benefits and can assist the City in making such voluntary products available to employees; and

WHEREAS, the City desires to enter into an agreement with Coordinated Benefits Associates for a period of three (3) years effective May 1, 2016 and ending April 30, 2019; and

WHEREAS, the City may enter into a contract for voluntary benefits and insurance broker services pursuant to N.J.S.A. 40A:11-5(1)(m) as an Extraordinary Unspecifiable Service (EUS); and

WHEREAS, Stacey Flanagan, the Director of Health and Human Services, has certified that these services qualify as an extraordinary, unspecifiable service under the Local Public Contracts Law N.J.S.A. 40A:11-5(1)(a)(ii); and

WHEREAS, contracts with insurance companies are not subject to the Pay-to-Play Law, N.J.S.A. 19:44A-20.4 et seq.; and

WHEREAS, Coordinated Benefits Associates has submitted its Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance adopted on September 3, 2008; and

WHEREAS, this contract is for voluntary and optional benefits for purchase by employees, and poses no cost to the City; and

TITLE:

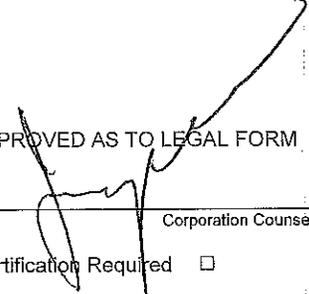
RESOLUTION AWARDING A CONTRACT TO COORDINATED BENEFITS ASSOCIATES TO PROVIDE VOLUNTARY BENEFITS AND INSURANCE BROKER SERVICES FOR EMPLOYEES AS AN EXTRAORDINARY UNSPECIFIABLE SERVICE

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

- 1) Subject to such modification as may be deemed necessary or appropriate by Corporation Counsel, the Mayor or Business Administrator is authorized to execute the contract attached hereto with Coordinated Benefits Associates to provide broker services for voluntary benefits and insurance for active employees for a term of three (3) years effective May 1, 2016 and ending April 30, 2019.
- 2) The total cost to the City for the three year contract is zero dollars.
- 3) Pursuant to N.J.S.A. 40A:11-5(1)(m), this contract is awarded as an Extraordinary Unspecifiable Service (EUS) contract because of the reasons stated in the certification attached hereto.
- 4) 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.

BD 3.13.16

APPROVED:  _____

APPROVED:  _____

Business Administrator

Corporation Counsel

Certification Required

Not Required

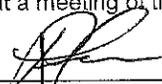
APPROVED 7-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE <u>4.13.16</u>											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA		ABSENT	
RAMCHAL		ABSENT		OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

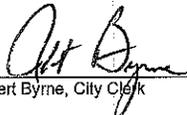
✓ Indicates Vote

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 Resolution

RESOLUTION AWARDING A CONTRACT TO COORDINATED BENEFITS ASSOCIATES TO PROVIDE VOLUNTARY BENEFITS AND INSURANCE BROKER SERVICES FOR EMPLOYEES AS AN EXTRAORDINARY UNSPECIFIABLE SERVICE

Initiator

Department/Division	Health & Human Services	Director's Office
Name/Title	Stacey L. Flanagan	Director
Phone/email	Tel.: (201) 547-6800	sflanagan@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 awards a contract to Coordinated Benefits Associates which is a broker of such voluntary benefits and can assist the City in making such voluntary products available to employees. The City desires to enter into an agreement with Coordinated Benefits Associates for a period of three (3) years effective May 1, 2016 and ending April 30, 2019. This contract is for voluntary and optional benefits for purchase by employees, and poses no cost to the City.

I certify that all the facts presented herein are accurate.



Signature of Department Director

Date

4/9/16

CERTIFICATION OF STACEY FLANAGAN IN SUPPORT OF AWARDING A CONTRACT TO COORDINATED BENEFITS ASSOCIATES FOR VOLUNTARY INSURANCE AND BENEFITS BROKER SERVICES FOR EMPLOYEES AS AN EXTRAORDINARY UNSPECIFIABLE SERVICE

DATE: April 11, 2016
TO: Municipal Council
FROM: Stacey Flanagan, Director of Health and Human Services
RE: Contract to provide Broker Services for Voluntary Benefits and Insurances to Active Employees

This is to request your approval of a resolution authorizing a contract to be executed as follows:

Firm: Coordinated Benefits Associates
Cost: Zero Cost to City
Period: May 1, 2016 through April 30, 2019
Purpose: Broker Services for Voluntary Benefits and Insurances to Active Employees

This is to request an award of a contract without receipt of formal bids as an Extraordinary Unspecifiable Service (N.J.S.A. 40A:11-5(1)(a)(ii) and N.J.A.C. 5:34-2.3(b)). I do hereby certify to the following:

1. Provide a clear description of the nature of the work to be done.

Coordinated Benefits Associates will provide broker services to make available certain voluntary benefits and insurance products to all active employees.

2. Describe in detail why the contract meets the provisions of the statute and rules:

The contract is to provide broker services for voluntary benefits and insurance products for City employees and their eligible dependents. N.J.S.A. 40A:11-5(m) states that contracts for insurance or insurance broker services may be awarded in accordance with the regulations applicable to extraordinary, unspecifiable service (EUS) contracts.

3. The service is of such a specialized, and qualitative nature that the performance of the service cannot be reasonably described by written specifications because:

This is for insurance broker services which qualifies as a statutory EUS and is permissible under law. Per Local Finance Notice AU 2002-2, "[insurance] is considered as a 'statutory' EUS and does not require supporting reasons for its action beyond citing the statutory reference".

4. Describe the informal solicitation of quotations:

The proposals were reviewed and evaluated on the following criteria: experience, familiarity with products, ability to provide required administrative services, level of customer service, commission rates, etc. Based on the proposals received, it was found that Coordinated Benefits Associates had an array of providers known to employees, had a simplistic claim process, no-800 numbers, and personal assistance for employees when they need claim assistance.

5. I have reviewed the rules of the Division of Local Government Services as contained in N.J.A.C. 5:34-2.1 et seq. and certify that the proposed contract may be considered as extraordinary, unspecifiable service in accordance with the requirements thereof.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Stacey Flanagan', written in a cursive style.

Stacey Flanagan
Director
Health and Human Services

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

City Clerk File No. Res. 16.250

Agenda No. 10.Z.19

Approved: _____

TITLE: _____

WITHDRAWN



RESOLUTION AUTHORIZING THE ACCEPTANCE OF A BID FOR THE SALE BY ASSIGNMENT OF CERTIFICATES OF TAX SALE INCLUDING SUBSEQUENT MUNICIPAL LIENS PURSUANT TO N.J.S.A. 54:5-114.2(B)

COUNCIL OFFERED, AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, N.J.S.A. 54:5-114.2(b) provides that the governing body may from time to time determine by resolution to sell certificates of tax sale including all subsequent liens for an amount lower than the total amount due, together with interest and costs on the certificates of sale; and

WHEREAS, the City is the owner of the tax sale certificates identified in (exhibit "A"); and

WHEREAS, the total amount due on the certificates including subsequent liens is (see exhibit A); and

WHEREAS, the City shall offer the certificates for sale for a minimum bid of (see exhibit A); and

WHEREAS, N.J.S.A. 54:5-114.2(B) authorizes the governing body to determine an amount that the municipality will accept that is lower than the total amount due and to accept bids equal to or larger than that amount; and

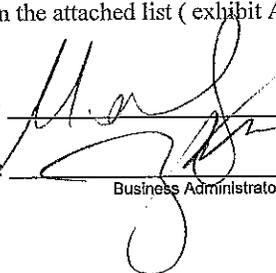
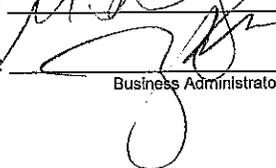
WHEREAS, It is in the best interest of the city to offer the certificates (see exhibit A) for sale at an amount less than the total amount due; and

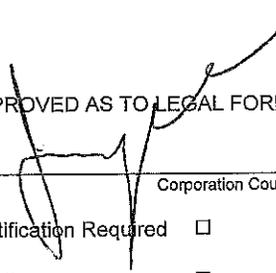
WHEREAS, the sale shall be conducted pursuant to the requirements set forth under N.J.S.A. 54:5-114.2(B)

NOW, THEREFORE, BE IT RESOLVED THAT:

Pursuant to N.J.S.A. 54:5-114(2b) the tax collector is authorized to accept bids for the sale of the certificates listed in exhibit "A" attached hereto. The minimum bid shall be (see exhibit A); the sealed bids shall be delivered to the tax collector before the close of the business day on Friday April 22, 2016; also at the council meeting on April 27, 2016 the council may accept or reject bids received on the bid reception date of April 22, 2016, or the council may accept or reject any higher bid which may be made by any person at the council meeting. The city reserves the right to reject all bids if the governing body feels that this is in the best interest of the city; because the certificates is being sold at a discount pursuant to N.J.S.A. 54:5-114.2(b); any bids submitted by the owners of the properties listed on (exhibit A) will be rejected. In the event a bid is accepted, the closing of the sale shall occur on or before April 29, 2016; the tax collector is authorized to take such other actions as may be necessary to accomplish the purpose of this resolution; upon payment of consideration for the certificates, the tax collector shall execute an assignment of the certificates on the attached list (exhibit A).

Mc/ae

APPROVED: 
 APPROVED: 
 Business Administrator

APPROVED AS TO LEGAL FORM 
 Corporation Counsel

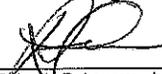
Certification Required
 Not Required **APPROVED**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 4.13.16											
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

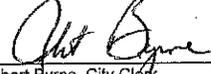

 Robert Byrne, City Clerk

EXHIBIT A

BLOCK	LOT	LOCATION	OWNER	CERT #	AMOUNT	BID
18802	5	470 BRAMHALL	BRAMHALL, L.P. %JOHN WESTERVELT CFO	2015-1283	\$92,419.53	\$62,500
18802	6	474 BRAMHALL	BRAMHALL, L.P. %JOHN WESTERVELT CFO	2015-1284	\$92,419.53	\$62,500
18802	3	462 BRAMHAL	BRAMHALL, L.P. %JOHN WESTERVELT CFO	2015-1281	\$92,419.53	\$62,500
18802	4	466 BRAMHALL	BRAMHALL, L.P. %JOHN WESTERVELT CFO	2015-1282	\$92,419.53	\$62,000
		TOTAL			\$369,678.12	\$250,000

CITY OF JERSEY CITY

3/21/2016 3:39:29 PM

280 GROVE ST.
 JERSEY CITY, NJ
 07302

MUNICIPAL LIEN REDEMPTION STATEMENT

Owner: BRAMHALL, L.P. %JOHN WESTERVELT CFO
 590 NORTH 7TH ST
 NEWARK, NJ 07107

Property Location: 470 BRAMHALL AVE.

Block: 18802 **Lot:** 00005 **Qual:** **Account #:** 341453 **Certificate #:** 2015-1283

Date of Sale: 12/17/2015 **Redemption Date:** 04/15/2016

CERTIFICATE AMOUNT

Principal: 79,570.75 **Tax Sale Interest:** 3,805.79 **Cost of Sale:** 100.00 **Certificate Amount:** 83,476.54
Interest on Certificate is 18.0000 % 4,925.11

ORIGINAL CERTIFICATE DETAILS

Bill Type:	Year	Qtr.	Due Date	Principal	Interest	Total
	2015	3	12/17/2015	79,570.75	4,694.67	84,265.42
COST OF SALE BILL	2015	4	12/17/2015	100.00	5.90	105.90
MISC TSI BILL	2015	4	12/17/2015	3,805.79	224.54	4,030.33
Subtotals :				83,476.54	4,925.11	88,401.65

REDEMPTION FEES, SUBSEQUENT CHARGES, CURRENT TAXES

Bill Type:	Year	Qtr.	Due Date	Principal	Interest	Total
STAT. PENALTY BILL	2016	1	04/15/2016	5,008.59	.00	5,008.59
RECORDING FEE BILL	2016	1	12/17/2015	11.00	.00	11.00
Subtotals :				5,019.59	.00	5,019.59
Total Redemption Amount:				88,496.13	4,925.11	93,421.24
Redemption Good Thru:				04/15/2016		
Interest Calculated Thru:						

**** The Above Quote is Subject To Change If Lien Holder Pays Subsequent Delinquent Charges ****

CITY OF JERSEY CITY

3/21/2016 3:40:22 PM

280 GROVE ST.
JERSEY CITY, NJ
07302

MUNICIPAL LIEN REDEMPTION STATEMENT

Owner: BRAMHALL, L.P. %JOHN WESTERVELT CFO
590 NORTH 7TH ST
NEWARK, NJ 07107

Property Location: 474 BRAMHALL AVE.

Block: 18802 **Lot:** 00006 **Qual:** **Account #:** 341461 **Certificate #:** 2015-1284

Date of Sale: 12/17/2015 **Redemption Date:** 04/15/2016

CERTIFICATE AMOUNT

Principal: 79,570.75 **Tax Sale Interest:** 3,805.79 **Cost of Sale:** 100.00 **Certificate Amount:** 83,476.54
Interest on Certificate is 18.0000 % 4,925.11

ORIGINAL CERTIFICATE DETAILS

Bill Type:	Year	Qtr.	Due Date	Principal	Interest	Total
	2015	3	12/17/2015	79,570.75	4,694.67	84,265.42
COST OF SALE BILL	2015	4	12/17/2015	100.00	5.90	105.90
MISC TSI BILL	2015	4	12/17/2015	3,805.79	224.54	4,030.33
Subtotals :				83,476.54	4,925.11	88,401.65

REDEMPTION FEES, SUBSEQUENT CHARGES, CURRENT TAXES

Bill Type:	Year	Qtr.	Due Date	Principal	Interest	Total
STAT. PENALTY BILL	2016	1	04/15/2016	5,008.59	.00	5,008.59
RECORDING FEE BILL	2016	1	12/17/2015	11.00	.00	11.00
Subtotals :				5,019.59	.00	5,019.59
Total Redemption Amount:				88,496.13	4,925.11	93,421.24
Redemption Good Thru:				04/15/2016		
Interest Calculated Thru:						

**** The Above Quote is Subject To Change If Lien Holder Pays Subsequent Delinquent Charges ****

CITY OF JERSEY CITY

3/21/2016 3:41:13 PM

280 GROVE ST.
JERSEY CITY, NJ
07302

MUNICIPAL LIEN REDEMPTION STATEMENT

Owner: BRAMHALL, L.P. %JOHN WESTERVELT CFO
590 NORTH 7TH ST
NEWARK, NJ 07107

Property Location: 462 BRAMHALL AVE.

Block: 18802 **Lot:** 00003 **Qual:** **Account #:** 341487 **Certificate #:** 2015-1281

Date of Sale: 12/17/2015 **Redemption Date:** 04/15/2016

CERTIFICATE AMOUNT

Principal:	79,570.75	Tax Sale Interest:	3,805.79	Cost of Sale:	100.00	Certificate Amount:	83,476.54
						Interest on Certificate is	18.0000 %
							4,925.11

ORIGINAL CERTIFICATE DETAILS

Bill Type:	Year	Qtr.	Due Date	Principal	Interest	Total
	2015	3	12/17/2015	79,570.75	4,694.67	84,265.42
COST OF SALE BILL	2015	4	12/17/2015	100.00	5.90	105.90
MISC TSI BILL	2015	4	12/17/2015	3,805.79	224.54	4,030.33
Subtotals :				83,476.54	4,925.11	88,401.65

REDEMPTION FEES, SUBSEQUENT CHARGES, CURRENT TAXES

Bill Type:	Year	Qtr.	Due Date	Principal	Interest	Total
STAT. PENALTY BILL	2016	1	04/15/2016	5,008.59	.00	5,008.59
RECORDING FEE BILL	2016	1	12/17/2015	11.00	.00	11.00
Subtotals :				5,019.59	.00	5,019.59
Total Redemption Amount:				88,496.13	4,925.11	93,421.24
Redemption Good Thru:				04/15/2016		
Interest Calculated Thru:						

**** The Above Quote is Subject To Change If Lien Holder Pays Subsequent Delinquent Charges ****

CITY OF JERSEY CITY

3/21/2016 3:41:58 PM

280 GROVE ST.
 JERSEY CITY, NJ
 07302

MUNICIPAL LIEN REDEMPTION STATEMENT

Owner: BRAMHALL, L.P. %JOHN WESTERVELT CFO
 590 NORTH 7TH ST
 NEWARK, NJ 07107

Property Location: 466 BRAMHALL AVE.

Block: 18802 **Lot:** 00004 **Qual:** **Account #:** 341495 **Certificate #:** 2015-1282

Date of Sale: 12/17/2015 **Redemption Date:** 04/15/2016

CERTIFICATE AMOUNT

Principal: 79,570.75 **Tax Sale Interest:** 3,805.79 **Cost of Sale:** 100.00 **Certificate Amount:** 83,476.54
Interest on Certificate is 18.0000 % 4,925.11

ORIGINAL CERTIFICATE DETAILS

Bill Type:	Year	Qtr.	Due Date	Principal	Interest	Total
	2015	3	12/17/2015	79,570.75	4,694.67	84,265.42
COST OF SALE BILL	2015	4	12/17/2015	100.00	5.90	105.90
MISC TSI BILL	2015	4	12/17/2015	3,805.79	224.54	4,030.33
Subtotals :				83,476.54	4,925.11	88,401.65

REDEMPTION FEES, SUBSEQUENT CHARGES, CURRENT TAXES

Bill Type:	Year	Qtr.	Due Date	Principal	Interest	Total
STAT. PENALTY BILL	2016	1	04/15/2016	5,008.59	.00	5,008.59
RECORDING FEE BILL	2016	1	12/17/2015	11.00	.00	11.00
Subtotals :				5,019.59	.00	5,019.59
Total Redemption Amount:				88,496.13	4,925.11	93,421.24
Redemption Good Thru:				04/15/2016		
Interest Calculated Thru:						

**** The Above Quote is Subject To Change If Lien Holder Pays Subsequent Delinquent Charges ****

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

City Clerk File No. Res. 16.251

Agenda No. 10.Z.20

Approved: APR 13 2016

TITLE:



RESOLUTION APPOINTING JEANNINE ZAMPELLA AS A MEMBER OF THE JERSEY CITY MUNICIPAL UTILITIES AUTHORITY

COUNCIL

OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, the Honorable Steven M. Fulop, Mayor of the City of Jersey City, has advised the Municipal Council by letter dated April 11, 2016, that he has appointed **Jeannine Zampella** of 256 Newark Avenue, Jersey City, New Jersey as a Member of the **Jersey City Municipal Utilities Authority**, replacing Lewis W. Matthias, whose term has expired, for a term to commence immediately upon adoption of this resolution and expire on January 31, 2021.

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City, that the appointment of **Jeannine Zampella** as a Member of the **Jersey City Municipal Utilities Authority** for the above-mentioned term is hereby advised and consented to pursuant to law.

RB: sjg

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: _____

Business Administrator

Corporation Counsel

Certification Required

Not Required

APPROVED 7-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 4-13-2016											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	ABSENT			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ 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



CITY OF JERSEY CITY

STEVEN M. FULOP, MAYOR

Report of Directors
8.a
Meeting 04.13.16

April 11, 2016

President and Members of the Municipal Council
City of Jersey City
280 Grove Street
Jersey City, New Jersey 07302

Dear President and Members:

Kindly be advised that I have appointed **Jeannine Zampella**, of 256 Newark Avenue, Jersey City, New Jersey, 07302, to serve as a **Member of the Jersey City Municipal Utilities Authority**. Ms. Zampella is replacing Lewis W. Matthias, whose term has expired. Her term will commence upon the adoption of a resolution and expire January 31, 2021.

I respectfully request your advice and consent to this appointment.

Sincerely,

A large, stylized handwritten signature in black ink, appearing to read "Steven M. Fulop".

Steven M. Fulop
Mayor

OFFICE OF THE MAYOR
CITY HALL
280 GROVE STREET
JERSEY CITY, NJ 07302

P: 201 547 5200
F: 201 547 5442

WWW.JERSEYCITYNJ.GOV

c: Jeremy Farrell, Corporation Counsel
Robert Kakoleski, Business Administrator
Robert Byrne, City Clerk
Daniel Becht, Esq., Executive Director, M.U.A.
Mark Albiez, Chief of Staff, Mayor's Office
Nancy Warlikowski, Mayor's Office
Jeannine Zampella

CITY OF JERSEY CITY
Office of the City Clerk
280 Grove Street
Jersey City, New Jersey 07302

Robert Byrne, R.M.C., City Clerk
Sean J. Gallagher, R.M.C., Deputy City Clerk



Telephone: (201) 547-5150
Fax: (201) 547-5461

APPLICATION FOR MUNICIPAL PUBLIC SERVICE

Date: 4/8/14

I, hereby apply to perform public service on the following municipal authorities, boards or commissions:

- a) MUA
- b) _____
- c) _____

Name: JOANNINE ZAMPETIA

Address of Residence: 256 Newark Ave JEN

Phone Number: _____

E-mail Address: _____

Education related to the authorities, boards or commissions of choice:

33 years of experience in JC Planning Dept

Volunteer or work related experience which could be of use to the authorities, boards or commissions of choice:

Community Groups

Previous meeting attendance at, or volunteer work for, the authorities, boards or commissions of choice:

N/A

Signature: 

**Jeannine Zampella
256 Newark Avenue
Jersey City, NJ 07302**

EXPERIENCE

1997 - Present **City of Jersey City**
Division of City Planning
Office Manager

1990 - 1997 **City of Jersey City**
Building Department (Office of Construction Code Official)
Personal Secretary to the Construction Official

1983 - 1990 **City of Jersey City**
Division of City Planning
Personal Secretary to Director of City Planning

1976 - 1983 **City of Jersey City**
Jersey City Redevelopment Agency
Personal Secretary to Director of Special Programs

CURRENT PUBLIC SERVICE/NON PROFIT

Jersey City St. Patrick's Day Parade Committee
Treasurer - Board of Trustees

Rotary Club of Jersey City Daybreak
Secretary

Village Neighborhood Association
Member

Democratic Committeewoman
Ward E District 12

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

City Clerk File No. RES. 16.252

Agenda No. 10.7.21.

Approved: _____

TITLE:



A RESOLUTION AUTHORIZING SUBMITTAL OF AN APPLICATION FOR BUS SHELTERS FROM NEW JERSEY TRANSIT AND EXECUTION OF AGREEMENT FOR THE PURCHASE AND INSTALLATION OF SAME ON THE NORTH SIDE OF MONTGOMERY STREET EAST OF MILL ROAD; ON THE SOUTH SIDE OF MONTGOMERY STREET EAST OF MILL ROAD; ON THE WEST SIDE OF SUMMIT AVENUE NORTH OF BLEECKER STREET AND EAST SIDE OF WEST SIDE AVENUE NORTH OF WOODLAWN AVENUE

COUNCIL FOLLOWING RESOLUTION

OFFERED AND MOVED ADOPTION OF THE

WHEREAS, NJ Transit has funds for the purchase of bus shelters throughout the State of New Jersey; and

WHEREAS, the governing body of a municipality in New Jersey may apply to the New Jersey Transit Corporation for the purchase and installation of bus shelters at legally designated bus stops; and

WHEREAS, the City of Jersey City, in the interest of promoting public transportation, conservation of energy, traffic safety, and for the convenience of the public, endorses the concept of providing bus shelters within its jurisdiction.

NOW, THEREFORE, BE IT RESOLVED, that the application is hereby made by the City of Jersey City to the New Jersey Transit Corporation for the purchase and installation of four (4) bus shelters as set forth in Exhibit A, made part thereof.

FURTHER BE IT RESOLVED, that the Mayor or Business Administrator and the City Clerk be authorized to execute an agreement or agreements with NJ Transit to arrange for the purchase and installation of the shelters.

APPROVED: _____
Director of Traffic & Transportation

APPROVED: _____
Municipal Engineer

APPROVED: _____
Business Administrator

APPROVED AS TO LEGAL FORM _____
Corporation Counsel

Certification Required

Not Required

JDS:pcj
(04.07.16)

APPROVED 7-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 4.13.16											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	ABSENT			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ 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 Resolution

A RESOLUTION AUTHORIZING SUBMITTAL OF AN APPLICATION FOR BUS SHELTERS FROM NEW JERSEY TRANSIT AND EXECUTION OF AGREEMENT FOR THE PURCHASE AND INSTALLATION OF SAME ON THE NORTH SIDE OF MONTGOMERY STREET EAST OF MILL ROAD; ON THE SOUTH SIDE OF MONTGOMERY STREET EAST OF MILL ROAD; ON THE WEST SIDE OF SUMMIT AVENUE NORTH OF BLEECKER STREET AND EAST SIDE OF WEST SIDE AVENUE NORTH OF WOODLAWN AVENUE

Project Manager

Department/Division	Administration	Engineering, Traffic and Transportation
Name/Title	Joao D'Souza	Director of Traffic & Transportation
Phone/email	201.547.4470	JOAO@jcnj.org

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

Contract Purpose

SUBMITTAL OF AN APPLICATION FOR BUS SHELTERS FROM NEW JERSEY TRANSIT AND EXECUTION OF AGREEMENT FOR THE PURCHASE AND INSTALLATION OF SAME ON THE NORTH SIDE OF MONTGOMERY STREET EAST OF MILL ROAD; ON THE SOUTH SIDE OF MONTGOMERY STREET EAST OF MILL ROAD; ON THE WEST SIDE OF SUMMIT AVENUE NORTH OF BLEECKER STREET AND EAST SIDE OF WEST SIDE AVENUE NORTH OF WOODLAWN AVENUE

Cost (Identify all sources and amounts)

NJ Transit shall procure and install, at its sole expense, bus shelters at certain locations within the City of Jersey City (Exhibit A) The Division of Buildings & Street Maintenance, Department of Public Works will be responsible for the maintenance of the bus shelters once erected

Contract term (include all proposed renewals)

Once NJ Transit submits the Municipal Sponsor Agreements to the Deputy Attorney General for review and the Agreements are signed, a fully executed agreement will be forwarded to Jersey City for our records. The bus shelters will then be installed.

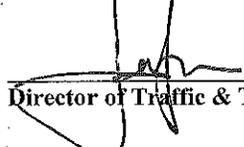
Type of award

If "Other Exception", enter type

Additional Information

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

I certify that all the facts presented herein are accurate.



Director of Traffic & Transportation

Date

Signature of Department Director

Date

Google Maps



Google Maps

Google Maps



Map data ©2016 Google 100 ft

Google Maps

Google Maps



Google Maps

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

City Clerk File No. Res. 16.253

Agenda No. 10-Z.22

Approved: APR 13 2016



TITLE: **HONORING ROBERT D. COTTER
ON THE OCCASION OF HIS RETIREMENT**

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

WHEREAS, Robert D. Cotter was born in East Orange, N.J. on June 3, 1950 to Elizabeth and Joseph J. Cotter. Raised in Newark with his older brother, Joseph, Robert attended Our Lady of the Most Blessed Sacrament and Essex Catholic High School before enrolling in Rutgers, Newark. Bob earned a B.A. in Urban Studies and graduated Cum Laude before earning his Masters Degree in City and Regional Planning from Rutgers in New Brunswick, and

WHEREAS, Bob fell in love with Jersey City at an early age when he would visit bucolic North Street to spend time with his Aunt Ceil. His forays to Journal Square to visit the Loew's, Stanley and State Theaters, followed by a treat at Boulevard Drinks, convinced him that he would one day make Jersey City his home; and

WHEREAS, Bob began his career with Jersey City in June, 1980 at the J.C.R.A. He joined the staff of the Division of Urban Research and Design in 1983 and worked there until 1986. In 1989 he rejoined the city becoming Director of City Planning in 1990; and

WHEREAS, during Bob's tenure, Jersey City has undergone an unparalleled renaissance. Under his stewardship, Liberty Harbor North, a seventy acre community was developed after a series of historic charettes that insured community involvement. Over 250 acres of abandoned railyards have become what is now known as Newport, a mix of commercial and residential development. Bob worked with world renowned architect Cesar Pelli to design the Goldman Sachs Building, the tallest commercial structure in New Jersey; and

WHEREAS, the development of the Martin Luther King Redevelopment Plan earned Bob the prestigious National Planning Award in 1995. His vision for development off the waterfront has begun to take shape in Journal Square with the KRE development; and

WHEREAS, Bob is a highly respected member of the Planning Community. He was the chairperson of the Redevelopment Committee of the New Jersey Chapter of the American Planning Association for twenty years. He served for five years as the President of the Hudson River Waterfront Conservancy, which led to the development of the Waterfront Walkway; and

WHEREAS, in 2012, Bob was elected to the College of Fellow of the American Institute of Certified Planners. One of Bob's greatest talents has been his recruitment and training of a young, highly educated and skilled staff of planners. He leaves the Jersey City Planning Division rich in talent; and

WHEREAS, Bob Cotter married his wife, Laurie on June 9, 1984. Laurie Cotter, a career public servant, has served our State, Jersey City, (as Budget Officer and Business Administrator) and Hudson County as Deputy County Administrator for more than 15 years; and

WHEREAS, Bob Cotter has announced his intention to retire after a nearly 30 year career in public service on March 31, 2016;

NOW, THEREFORE, BE IT RESOLVED that the Municipal Council of the City of Jersey City wishes Bob and Laurie many years of health and happiness in their retirement. And thanks them for their years of public service.

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: _____

Business Administrator

Corporation Counsel

Certification Required

Not Required

APPROVED 7-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 4.13.16											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA		ABSENT	
RAMCHAL		ABSENT		OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

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

City Clerk File No. Res. 16. 254
 Agenda No. 10.Z.23
 Approved: APR 13 2016



TITLE:

Honoring William A. Gaughan on the Occasion of His Retirement

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

WHEREAS, William A. "Bill" Gaughan was born on February 11, 1938 in Wilkes-Barre, Pennsylvania. He moved to Jersey City in 1959 and worked at Western Electric before enrolling at Rutgers University, earning a B.S. in Marketing and Management; and

WHEREAS, Bill graduated from McAllister's Mortuary School and worked at Beddiges Seitz Funeral Home before buying Houghton's Funeral Home in 1971. Thousands of bereft families were well served by his professionalism and compassion; and

WHEREAS, Bill married Bernadette Krull in 1969 and they were blessed with two daughters, Bridgett and Eileen. Bill and Bernadette are the proud grandparents of James Dixon; and

WHEREAS, always community minded, Bill Gaughan was first elected to the Jersey City Council in 1993 representing the "Heights". He made history when he was elected to four more consecutive terms on the Council, serving until 2013 when he chose not to run for another term. His twenty years of continuous service on the Council set a record likely to never be equaled; and

WHEREAS, Bill was instrumental in bringing the Light Rail Station to Congress Street, building a new firehouse on Palisade Avenue at South Street, creating affordable housing and renovating Washington Park. His dogged determination ensured the reconstruction of the 100 Steps, a vital link between Jersey City and Hoboken. Bill spent over a decade securing funds and overseeing the construction of the project that was ultimately named in his honor in 2015; and

WHEREAS, Bill Gaughan and Tom DeGise forged a rare friendship and an unbreakable political alliance in 1993. Their partnership was a big factor in the success that Jersey City experienced when they were colleagues on the Council. A team not to be separated by political misfortune, Tom DeGise chose Bill to serve as his Chief of Staff when he was elected County Executive in 2002. Bill's dedication to Tom DeGise, the people of Jersey City and Hudson County is a political love story.

NOW, THEREFORE, BE IT RESOLVED, that the Jersey City Municipal Council wishes to honor William "Bill" A. Gaughan and wishes him many years of health and happiness in his retirement. We thank him for his dedicated service to the people of Jersey City and Hudson County.

APPROVED: _____
 APPROVED: _____
 Business Administrator

APPROVED AS TO LEGAL FORM
 Corporation Counsel
 Certification Required
 Not Required
APPROVED 7-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 4.13.16											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	ABSENT		
RAMCHAL	ABSENT			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