RESOLUTION AUTHORIZING AN EMERGENCY TEMPORARY APPROPRIATION

COUNCIL adoption of the following resolution:

WHEREAS, it is necessary to provide an additional appropriation in the Calendar Fiscal Year 2019 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 2019 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 2019 pursuant to the provisions of N.J.S.A. 40A:4-19,20, including this resolution, totals $211,786,433.

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:

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>ACCOUNT</th>
<th>FROM:</th>
<th>TO:</th>
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<tbody>
<tr>
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<td>36-475</td>
<td>$0.00</td>
<td>$220,000</td>
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<tr>
<td>Pensioned Employees</td>
<td>36-476</td>
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<td>Payment to Widows &amp; Depend.</td>
<td>36-477</td>
<td>$0.00</td>
<td>$779</td>
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<tr>
<td>Tax Overpayments</td>
<td>46-885</td>
<td>$725,000</td>
<td>$1,800,000</td>
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<tr>
<td>Comprehensive Traffic Safety</td>
<td>GRANT</td>
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<td>$28,440</td>
</tr>
<tr>
<td>Safe and Secure Communities</td>
<td>GRANT</td>
<td>$0.00</td>
<td>$200,000</td>
</tr>
<tr>
<td>Recycling Tonnage 2016</td>
<td>GRANT</td>
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<td>$423,248</td>
</tr>
<tr>
<td>Drunk Driving Enforcement Fund</td>
<td>GRANT</td>
<td>$0.00</td>
<td>$11,732</td>
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</table>

TOTAL INCREASE: $2,009,199

2. Said emergency temporary appropriation will be provided for in the Calendar Fiscal Year 2019 Municipal Budget.

ADOPTED AT A MEETING OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY, N.J.

Robert R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk
RESOLUTION FACT SHEET – NON-CONTRACTUAL
This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING AN EMERGENCY TEMPORARY APPROPRIATION

Initiator

<table>
<thead>
<tr>
<th>Department/Division</th>
<th>ADMINISTRATION</th>
<th>BUDGET</th>
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<tbody>
<tr>
<td>Name/Title</td>
<td>ROZANI PELC-PENTEADO</td>
<td><a href="mailto:PELC@JCNJ.ORG">PELC@JCNJ.ORG</a></td>
</tr>
<tr>
<td>Phone/email</td>
<td>201-547-4964</td>
<td><a href="mailto:PELC@JCNJ.ORG">PELC@JCNJ.ORG</a></td>
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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 OPERATING EXPENSES AS WELL AS INCLUDE NEW GRANTS RECEIVED.

I certify that all the facts presented herein are accurate.

[Signature of Department Director]

[Date: 1/15/2019]
TITLE: RESOLUTION REQUESTING APPROVAL OF THE DIRECTOR OF THE DIVISION OF LOCAL GOVERNMENT SERVICES FOR THE CITY OF JERSEY CITY TO ESTABLISH A DEDICATED TRUST BY RIDER FOR AN EMPLOYER PAYROLL TAX

COUNCIL offered and moved adoption
of the following resolution:

WHEREAS, permission is required from the Director of the Division of Local Government Services for approval as a dedication by rider of revenues received by a municipality when the revenue is not subject to reasonable accurate estimates in advance; and

WHEREAS, N.J.S.A. 40:48C-14 et seq provides for the collection of an Employer Payroll Tax by a municipality; and

WHEREAS, as per City Ordinance 18-133, adopted on November 28, 2018, the Chief Financial Officer shall create a trust fund to be used exclusively for school purposes and all revenues collected by the City from the Employer Payroll Tax shall be deposited into this trust fund; and

WHEREAS, N.J.S.A. 40A:4-39 provides that the dedicated revenues anticipated from the Employer Payroll Tax Trust Fund are anticipated as revenue and are appropriated for the purpose to which said revenue is dedicated by statute or other legal requirement.

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


2. The City Clerk of the City of Jersey City, County of Hudson is hereby directed to forward two certified copies of this Resolution to the Director of the Division of Local Government Services.

APPROVED: [Signature]
BUSINESS ADMINISTRATOR

APPROVED AS TO LEGAL FORM: [Signature]
CORPORATION COUNSEL

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 1.24.19

<table>
<thead>
<tr>
<th>COUNCILPERSON</th>
<th>AYE</th>
<th>NAY</th>
<th>N.V.</th>
<th>COUNCILPERSON</th>
<th>AYE</th>
<th>NAY</th>
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<td>LAVARRO, PRES.</td>
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</table>

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

Adopted at a meeting of the Municipal Council of the City of Jersey City 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 REQUESTING APPROVAL OF THE DIRECTOR OF THE DIVISION OF LOCAL GOVERNMENT SERVICES FOR THE CITY OF JERSEY CITY TO ESTABLISH A DEDICATED TRUST BY RIDER FOR AN EMPLOYER PAYROLL TAX |

<table>
<thead>
<tr>
<th>Initiator</th>
<th>Department/Division</th>
<th>Name/Title</th>
<th>Phone/email</th>
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<tbody>
<tr>
<td></td>
<td>Administration</td>
<td>Donna Mauer</td>
<td>201-547-5042</td>
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<tr>
<td></td>
<td>Management &amp; Budget</td>
<td>Chief Financial Officer</td>
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</tbody>
</table>

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

Resolution Purpose

To request permission from the Director of the Division of Local Government Services to establish a dedicated trust fund account for the Employer Payroll Tax.

I certify that all the facts presented herein are accurate.

[Signature of Department Director] [Date]
RESOLUTION APPOINTING STEPHANIE SANTANA CUSTODIAN OF THE PETTY CASH FUND FOR THE DIVISION OF ACCOUNTS AND CONTROL

COUNCIL OFFERED AND MOVED Adoption of the following resolution:

WHEREAS, Theresa Marie Viola was custodian of the Division of Accounts & Control Petty Cash Fund; and

WHEREAS, in accordance with N.J.S.A. 40:5-21, the City of Jersey City, of Hudson County is changing custodians to Stephanie Santana; and

WHEREAS, Stephanie Santana is bonded in the amount of $1,000.00 by virtue of a surety bond.

NOW, THEREFORE, BE IT RESOLVED, that the Municipal Council, of the City of Jersey City, County of Hudson County, hereby authorizes such action and that two copies of this resolution be filed with the Division of Local Government Services, New Jersey Department of Community Affairs for approval.

APPROVED: 

APPROVED AS TO LEGAL FORM: 

APPROVED: Business Administrator

Certification Required □ Not Required □

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 1.24.19

<table>
<thead>
<tr>
<th>COUNCILPERSON</th>
<th>AYE</th>
<th>NAY</th>
<th>N.V.</th>
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<th>NAY</th>
<th>N.V.</th>
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<th>AYE</th>
<th>NAY</th>
<th>N.V.</th>
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</thead>
<tbody>
<tr>
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<td>PRINZ-AREY</td>
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<td></td>
<td>BOGGIANO</td>
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</table>

N.V.-Not Voting (Absent)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.
RESOLUTION FACT SHEET - NON-CONTRACTUAL
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Full Title of Ordinance/Resolution
RESOLUTION APPOINTING STEPHANIE SANTANA CUSTODIAN OF THE PETTY CASH FUND FOR THE DIVISION OF ACCOUNTS AND CONTROL

Initiator

<table>
<thead>
<tr>
<th>Department/Division</th>
<th>Administration</th>
<th>Accounts &amp; Control</th>
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</thead>
<tbody>
<tr>
<td>Name/Title</td>
<td>Donna Mauer</td>
<td>CFO</td>
</tr>
<tr>
<td>Phone/email</td>
<td>201-547-5042</td>
<td><a href="mailto:donnam@jcnj.org">donnam@jcnj.org</a></td>
</tr>
</tbody>
</table>

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 update the change in custodian of petty cash from Theresa Marie Viola to Stephanie Santana for Accounts & Control.

I certify that all the facts presented herein are accurate.

[Signature of Department Director] [Date]
RESOLUTION AUTHORIZING CANCELLATION OF TAX BALANCES, LOT CLEANING CHARGES, ABATEMENT CHARGES, SPECIAL IMPROVEMENT CHARGES AND CREDITS OF $10.00 OR LESS FOR THE TAX YEAR 2018 AND PRIOR YEARS

COUNCIL OFFERED, AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, various tax balances and credits for the year 2018 and prior years appears on the Tax Collector's records as of December 31, 2018 and

WHEREAS, bookkeeping and maintenance of such balances have become too costly for the City of Jersey City; and

WHEREAS, a list of these subject properties with such balances is maintained by the Tax Collector and could be verified for this purpose; and

WHEREAS, the Tax Collector deems that it is in the best interest of the City of Jersey City that these balances be canceled from accounting ledger files;

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City, that an authorization to cancel these balances be and is hereby granted.

SEE ATTACHED SCHEDULE

APPROVED

APPROVED: Business Administrator

APPROVED AS TO LEGAL FORM

CORPORATION COUNSEL

Certification Required □
Not Required □

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 1.24.19

<table>
<thead>
<tr>
<th>COUNCILPERSON</th>
<th>AYE</th>
<th>NAY</th>
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Indicates Vote

N.V.-Not Voting (Abstain)

Record of Council Vote on Final Passage 1.24.19

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

Roberto R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk
RESOLUTION FACT SHEET – NON-CONTRACTUAL
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Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING CANCELLATION OF TAX BALANCES, LOT CLEANING CHARGES, ABATEMENT CHARGES, SPECIAL IMPROVEMENT CHARGES AND CREDITS OF $10.00 OR LESS FOR THE TAX YEAR 2018 AND PRIOR YEARS

Initiator

<table>
<thead>
<tr>
<th>Department/Division</th>
<th>ADMINISTRATION</th>
<th>TAX COLLECTION</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name/Title</td>
<td>ANTHONY ESPOSITO</td>
<td>ASSISTANT TAX COLLECTOR</td>
</tr>
<tr>
<td>Phone/email</td>
<td>(201) 547-5526</td>
<td><a href="mailto:ANTHONYE@JCNJ.ORG">ANTHONYE@JCNJ.ORG</a></td>
</tr>
</tbody>
</table>

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

Resolution Purpose

To clean tax accounts up with balances and credits under $10.00.

I certify that all the facts presented herein are accurate.

Signature of Department Director

Date
<table>
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<tr>
<th>Account No.</th>
<th>Block</th>
<th>Block Sfx</th>
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<th>Lot Sfx</th>
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283 rows
RESOLUTION AUTHORIZING THE PURCHASING AGENT TO SELl
VARIOUS IMPOUNDED MOTOR VEHICLES AT PUBLIC AUCTION

COUNCIL

ADOPTION OF THE FOLLOWING RESOLUTION:

OFFERED AND MOVED

WHEREAS, the City of Jersey City ("City") acquired title to various motor vehicles which were
impounded and these vehicles have salvage value; and

WHEREAS, N.J.S.A. 40A:11-36 authorizes the sale of municipal personal property not needed
for public use by public sale; and

WHEREAS, the Purchasing Agent desires to sell these motor vehicles by conducting a public
auction; and

WHEREAS, the City will transfer title to all vehicles that remain unsold at the conclusion of the
public auction to the impound operator.

NOW, THEREFORE BE IT RESOLVED, by the Municipal Council of the City of Jersey
City that the Purchasing Agent is hereby authorized to sell the City's various motor vehicles to
the highest bidder subject to the terms and conditions set forth herein:

1. The City is offering to sell one hundred and thirty three (133) motor vehicles.

2. The successful bidder shall be required to pick up the motor vehicles at the impound
operator's facility, 10 Linden Avenue East, Jersey City, NJ 07305 using its own
equipment and laborers at no cost to the City. Pick up may be done on Monday
through Friday between 9:00 a.m. and 3:00 p.m. Pick up must be done no later than
five business days after the sale.

3. The successful bidder shall be required to pay its full bid amount at the conclusion of
the bidding for each vehicle and bulk item. The form of payment is either by a
company check or cash. No personal checks will be accepted.

4. The motor vehicles will be sold at a public auction conducted by the Purchasing
Agent on a regular business day at a time, date, and place to be determined by the
Purchasing Agent. This date must be within 60 days of the passage of this resolution.
If bids are not received within 60 days, this resolution shall be deemed null and void.

5. Vehicles will be auctioned as bulk. Before the auction starts, all bidders will be
advised that they may submit a sealed bid for the purchase of all the vehicles (bulk
bid). At the end of the auction, the City will calculate the total individual sales
amount versus the bulk bid amount. If the bulk bid amount is greater than the total
individual sales amount, then the bulk bidder purchases all of the vehicles.

6. The vehicles are sold "AS IS" and the City does not guarantee the condition of the
vehicles and bulk items. All sales are final. No returns and no exchanges.

7. A notice of the date, time, and place for the acceptance of bids and a description of
the items to be auctioned shall be advertised in a newspaper circulating in the
municipality not less than 7 nor more than 14 days before the date of the sale.

8. The City reserves the right in protection of the best interests of the City to waive any
technical error, to reject any bid or any part thereof for any reason whatsoever.

1 | Page
RESOLUTION AUTHORIZING THE PURCHASING AGENT TO SELL VARIOUS IMPOUNDED MOTOR VEHICLES AT PUBLIC AUCTION

9. The City reserves the right to be exercised by the Purchasing Agent after opening all bids received to either accept the highest bid or reject all bids.

10. A list of the motor vehicles to be sold is as follows:

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Continuation of Resolution

City Clerk File No.

Res. 19-030

Agenda No. 10-E

TITLE: JAN 24 2019

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January 7, 2019

APPROVED

APPROVED

APPROVED AS TO LEGAL FORM

Business Administrator

Corporation Counsel

Certification Required ☐

Not Required ☑

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 1.24.19

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✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

Robert R. Lavano, 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 PURCHASING AGENT TO SELL VARIOUS IMPOUNDED MOTOR VEHICLES AT PUBLIC AUCTION

Project Manager

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<tr>
<td>Name/Title</td>
<td>Hector Ortiz</td>
<td>Asst. DPW Director</td>
</tr>
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<td></td>
<td>Martin Valezeti</td>
<td>Automotive Director</td>
</tr>
<tr>
<td>Phone/email</td>
<td>201-547-4400</td>
<td><a href="mailto:ortizh@jcni.org">ortizh@jcni.org</a></td>
</tr>
<tr>
<td></td>
<td>201-547-4422</td>
<td><a href="mailto:mvalenti@jcni.org">mvalenti@jcni.org</a></td>
</tr>
</tbody>
</table>

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") acquired title to various motor vehicles, which were impounded, and these vehicles have salvage value.
- The City is offering to sell one hundred and thirty three (133) motor vehicles.
- N.J.S.A. 40A:11-36 authorizes the sale of municipal personal property not needed for public use by public sale.
- The Purchasing Agent desires to sell these motor vehicles by conducting a public auction.
- The City will transfer title to all vehicles that remain unsold at the conclusion of the public auction to the impound operator.

Cost (Identify all sources and amounts)  Contract term (include all proposed renewals)

Type of award  Auction Resolution

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
RESOLUTION AUTHORIZING THE PAYMENT OF COMMON EXPENSES RELATING TO THE SIX (6) CITY-OWNED RESIDENTIAL CONDOMINIUM UNITS LOCATED AT 311 WASHINGTON STREET.

COUNCIL offered and moved adoption of the following resolution:

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 six (6) residential condominium units located at 311 Washington Street; and

WHEREAS, in accordance with N.J.S.A. 46:8B-15 and N.J.S.A. 46:8B-17, condominium unit owners are responsible for payment of its share of common expenses based upon the owner's undivided percentage interest in the common areas of the building as set forth in the master deed; and

WHEREAS, the average estimated monthly installments due for ordinary common expenses for all six (6) units is $4,605.19 a month/approximately $55,262.28 a year; and

WHEREAS, the City will need to pay the condominium association common expenses for 2019 which will total approximately $55,262.28; and

WHEREAS, pursuant to N.J.S.A 46:8B-219 (f) unpaid common area charges subject a unit to foreclosure in the same manner as a mortgage and the unit owner may be sued; and

WHEREAS, funds in the amount of $15,000.00 will be made available in the City's 2019 temporary, permanent and future year budgets in 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 2018 calendar year temporary budget shall be subject to the availability and appropriation of sufficient funds in the 2019 calendar year temporary, permanent and future year budgets.

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 common expense charges for the six (6) condominium units at 311 Washington Street in the amount of $4,605.19 per month or approximately $55,262.28 per year;

2. Funds in the amount of $15,000.00 will be made available in the City's 2019 temporary budget in 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 2019 calendar year temporary budget shall be subject to the availability and appropriation of sufficient funds in the 2019 calendar year permanent budget.
RESOLUTION AUTHORIZING THE PAYMENT OF COMMON EXPENSES RELATING TO THE SIX (6) CITY-OWNED RESIDENTIAL CONDOMINIUM UNITS LOCATED AT 311 WASHINGTON STREET.

[Signature]

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 #0186720 P.O. # 132148

AMM/pr

APPROVED: [Signature]

APPROVED: [Signature], Business Administrator

Certif:

WITHDRAWN

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 1.24.19

<table>
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<tr>
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<th>AYE</th>
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✓ 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 PAYMENT OF COMMON EXPENSES RELATING TO THE SIX (6) CITY-OWNED RESIDENTIAL CONDOMINIUM UNITS LOCATED AT 311 WASHINGTON STREET.

Initiator

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<th>Department/Division</th>
<th>Administration</th>
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<tbody>
<tr>
<td>Name /Title</td>
<td>Ann Marie Miller</td>
<td>Real Estate Manager</td>
</tr>
<tr>
<td>Phone/E-Mail</td>
<td>(201) 547-5234</td>
<td><a href="mailto:annmarie@jcnj.org">annmarie@jcnj.org</a></td>
</tr>
</tbody>
</table>

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

Resolution Purpose

In accordance with N.J.S.A. 46:8B-15 and N.J.S.A. 46:8B-17, condominium unit owners are responsible for payment of its share of common expenses based upon the owner’s undivided percentage interest in the common areas of the building as set forth in the master deed. Common expenses also must be paid to avoid the foreclosure of the units.

I certify that all the facts presented herein are accurate.

[Signature]

Date
**CITY OF JERSEY CITY**

### Requisition

**Requisition #**

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<tr>
<th>Quantity</th>
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This purchase order is for encumbrancy purposes only to establish funding for common expenses for 6 condo units at 311 Washington Street.

NAME OF CONTRACT: Washington Commons Condo Assn.

Total Contract: $55,262.28

Encumbrancy: $15,000.00

To cover from 1/1/19-3/31/19

Payments will be made from time to time on partial payment vouchers.

Req. Date: 01/03/2019

Requested By: PEGGYR

Approved By: __________________________

This Is Not A Purchase Order
Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 19-032
Agenda No. 10.6
Approved: JAN 24 2019

TITLE:

RESOLUTION AUTHORIZING THE SETTLEMENT OF THE LAWSUIT
JARRETT BLAIR V. CITY OF JERSEY CITY, ET AL.

COUNCIL

offered and moved adoption of the following Resolution:

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

WHEREAS, Jarrett Blair ("plaintiff") filed a lawsuit against the City of Jersey City, Officer George Graham, Jr., Officer Jarely Rodriguez and Officer Concepcion Minervini in the United States District Court for the District of New Jersey, Civil Case No.: 2:15-cv-00288; and

WHEREAS, the Complaint alleges various violations of plaintiff's civil rights including malicious prosecution, false arrest and excessive force; and

WHEREAS, the Corporation Counsel has recommended a settlement in the amount of $70,000.00 because of the litigation risk involved; and

WHEREAS, plaintiff has agreed to this settlement and has signed a release and stipulation of dismissal; and

WHEREAS, the necessary funds for this settlement are available in the City of Jersey City Insurance Fund Commission 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 $70,000.00.

2. The Jersey City Insurance Fund Commission be authorized to issue a check in the amount of $70,000.00 payable to plaintiff.

CR 1/14/19

APPROVED: [Signature]
Business Administrator

APPROVED AS TO LEGAL FORM: [Signature]
Corporation Counsel

Certification Required □
Not Required ☐

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 1-24-19

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

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

[Signature]
Roberto R. Lavaro, 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 Resolution

RESOLUTION AUTHORIZING THE SETTLEMENT OF THE LAWSUIT JARRETT BLAIR V. CITY OF JERSEY CITY, ET AL.

Initiator

<table>
<thead>
<tr>
<th>Department/Division</th>
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<tbody>
<tr>
<td>Name/Title</td>
<td>Peter Baker</td>
<td>Corporation Counsel</td>
</tr>
<tr>
<td>Phone/email</td>
<td>(201) 547-4667</td>
<td><a href="mailto:pbaker@jcnj.org">pbaker@jcnj.org</a></td>
</tr>
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</table>

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

Resolution Purpose

This civil matter arises out of plaintiff’s allegations that the City of Jersey City, Officer George Graham, Jr., Officer Jarely Rodriguez and Officer Conception Minervini violated plaintiff’s civil rights including malicious prosecution, false arrest and excessive force. The Corporation Council respectfully submits that the City Council approve a settlement for a total payment of $70,000 to the plaintiff.

I certify that all the facts presented herein are accurate.

Signature of Department Director  Jan. 16, 2019
Date
RESOLUTION ADOPTING THE STATE OF NEW JERSEY CITIZEN PARTICIPATION PLAN FOR COMMUNITY DEVELOPMENT BLOCK GRANT DISASTER RECOVERY (CDBG-DR) SANDY RECOVERY PROGRAM

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

WHEREAS, on November 20, 2018, via Resolution 18-1018, the City of Jersey City ("City") accepted a grant from the New Jersey Department of Environmental Protection (NJDEP) Resilient NJ Program as the Lead Coordinating Entity of the Regional Team comprised of the City of Hoboken, the City of Bayonne, the City of Newark, the Ironbound Community Corporation, and HOPES Community Action Partnership, Inc.; and

WHEREAS, NJDEP requires recipients of Resilient NJ Program funds to adopt a written Citizen Participation Plan, in accordance with federal regulations; and

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

1. The City of Jersey City agrees to adopt, in full, the State of New Jersey Department of Community Affairs "Citizen Participation Plan, CDBG-Disaster Recover" March 12, 2013 (CDBG-DR Citizen Participation Plan attached hereto) in order to provide citizen participation opportunities required by CDBG-DR regulations as applicable for this project; and

2. The City of Jersey City will follow all regulations set forth in the CDBG-DR Citizen Participation Plan for the term of the grant.

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 1.24.19

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<td>LAVARRO, PRES.</td>
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✓ Indicates Vote
N.V.-Not Voting (Abstain)

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

Roberto R. Lavarro, Jr., President of Council

Robert Byrne, 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 ADOPTING THE STATE OF NEW JERSEY CITIZEN PARTICIPATION PLAN FOR COMMUNITY DEVELOPMENT BLOCK GRANT DISASTER RECOVERY (CDBG-DR) SANDY RECOVERY PROGRAM

Initiator

<table>
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<tr>
<th>Department/Division</th>
<th>Business Administration</th>
<th>Office of Sustainability</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name/Title</td>
<td>Katherine Lawrence</td>
<td>Director of Sustainability</td>
</tr>
<tr>
<td>Phone/email</td>
<td><a href="mailto:KLawrence@jenj.org">KLawrence@jenj.org</a></td>
<td>201-547-4632</td>
</tr>
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</table>

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

Resolution Purpose

Adopts the State of New Jersey’s suggested Citizen Participation Plan for the acceptance of Community Development Block Grant Disaster Recovery (CDBG-DR) Sandy funds under the “Resilient New Jersey” Program. This adoption is necessary for the acceptance of grant funds that the City has applied for and accepted as the lead for a regional team.

I certify that all the facts presented herein are accurate.

[Signature]

Signature of Department Director  Date

[1/11/19]
STATE OF NEW JERSEY
Department of Community Affairs

CITIZEN PARTICIPATION PLAN
CDBG-DISASTER RECOVERY

The primary goal of the New Jersey Citizen Participation Plan is to provide all New Jersey citizens with an opportunity to participate in the planning, implementation, and assessment of the State’s CDBG-DR* Sandy recovery program(s). The Plan sets forth policies and procedures for citizen participation, which are designed to maximize the opportunity for citizen involvement in the community development process. The State will provide all citizens with the opportunity to participate, with emphasis on low and moderate income individuals, and access by non-English speaking or those requiring special options due to disabilities, and in CDBG-DR targeted communities.

New Jersey has developed a specific Citizen Participation Plan to meet the requirements of the CDBG Disaster Recovery (CDBG-DR) funding for Superstorm Sandy. The Plan reflects the alternative requirements as specified by the U.S. Department of Housing and Urban Development (HUD) in the Federal Register (FR-5696-N-01) and notice of specific waivers. The State will ensure that any local governments or subrecipients who receive funds will have a citizen participation plan that meets the CDBG-DR regulations and takes into consideration the waivers and alternatives made available under CDBG-DR funding.

The New Jersey Citizen Participation Plan for CDBG-DR Sandy Recovery will be placed on official website of the Department of Community Affairs at www.state.nj.us/dca/.

In order to facilitate citizen participation requirements and to maximize citizen interaction in the development of the New Jersey Disaster Recovery Action Plan, substantial amendments to the Action Plan, and the quarterly performance reports, the State has laid out targeted actions to encourage participation and allow equal access to information about programs by all citizens, especially those of low and moderate income, those living in slum and blighted areas and in areas where Community Development Block Grant Disaster Recovery (CDBG-DR) funds are proposed to be used, non-English speaking persons, minorities, and those with disabilities. The State also encourages the participation of statewide and regional institutions and other organizations (including businesses, developers, and community and faith-based organizations) that are involved with or affected by the programs or activities covered by the Action Plan.

*As revised, the Plan also applies to Irene CDBG-DR funds. The state intends for the most recent Citizen Participation Plan to be followed for all CDBG-DR funds, as the most updated Citizen Participation Plan with the applicable CDBG-DR waivers.
I. Public Notices and Comment Period

While the citizen participation waivers provided by HUD permit a more streamlined public process, the State Citizen Participation Plan will ensure that there is reasonable and timely access for public notice, appraisal, examination, and comment on the activities proposed for the use of CDBG-DR grant funds. Although the waiver removes the requirement that a grant applicant must hold public hearings or meetings to disseminate information and collect citizen comments, the State has and will continue to coordinate outreach meetings with state entities, local governments, non-profits, private sector and involved associations. The State will also invite public comment to the New Jersey Disaster Recovery Action Plan and Substantial Amendments for a minimum seven (7) days, posted prominently and accessed on the Department of Community Affairs’ official website. The State will use means such as press releases, posting notices on the Governor’s website and links on other agency websites as appropriate, to maximize access of program information to the impacted citizens and businesses.

A. New Jersey Disaster Recovery Action Plan

The State will prominently post a notice and the proposed Disaster Recovery Action Plan ("Action Plan") on the official website of the Department of Community Affairs. The Action Plan includes the following:

1. The amount of assistance expected to be received, based on projected amounts provided by HUD;

2. The range of activities that can be undertaken including the estimated amount that will benefit persons of low and moderate income;

3. Plans to minimize displacement of persons and assist any persons displaced;

4. An anticipated time schedule for submission of the Action Plan to the Department of Housing and Urban Development; and

5. Incorporation of and response to public comments received during the public comment period.

The Action Plan (as proposed and then when approved) will be made available for public review at www.state.nj.us/dca/. It will be made available in English and Spanish.

For those that otherwise cannot obtain a copy of the Action Plan, DCA will make copies available upon request at the Department of Community Affairs.

New Jersey Department of Community Affairs
1st Floor Information Desk
101 South Broad Street
Trenton, New Jersey, 08625
The State will consider any comments or views received in writing or via email on the proposed Disaster Recovery Action Plan. The State will identify a deadline for the submittal of written comments on the proposed Plan; the period for the submittal of comments will be no less than seven (7) days. Written comments may be submitted to the Department of Community Affairs via email at Sandy.Recovery@dca.state.nj.us, or to Post Office Box 800, Trenton, New Jersey 08625-0800. A summary of all comments received and responses will be included in the final Action Plan.

B. Substantial Amendments to the Action Plan

The State has defined Substantial Amendments to the Action Plan as those proposed changes that require the following decisions:

- Addition or deletion of any allowable activity described in the approved application
- The allocation or re-allocation of more than $1 million
- Change in the planned beneficiaries

Those amendments which meet the definition of a Substantial Amendment are subject to public notification and public comment procedures. Citizens and units of local government will be provided with reasonable notice and an opportunity to comment on proposed Substantial Amendments to the Action Plan. A notice and copy of the proposed Substantial Amendment will be posted on the New Jersey Department of Community Affairs’ official website. Copies will be provided upon request at DCA, if otherwise not accessible for review by any residents. Citizens will be provided with no less than seven (7) days to review and comment on the proposed amendment. Written comments may be submitted to the Department of Community Affairs via email at Sandy.Recovery@dca.state.nj.us, or to Post Office Box 800, Trenton, New Jersey 08625-0800. A summary of all comments received responses will be included in the Substantial Amendment that is submitted to HUD for approval and posted to the Department of Community Affairs’ official website.

Non-substantial Amendments to the Action Plan will be posted on the Department of Community Affairs’ official website after notification is sent to HUD and the amendment becomes effective. Every Amendment to the Action Plan (substantial and non-substantial) will be numbered sequentially and posted on the website.

C. Performance Reports

The State must submit a Quarterly Performance Report (QPR) through HUD’s Disaster Recovery Grant Reporting (DRGR) system no later than thirty (30) days following the end of each calendar quarter. Within three (3) days of submission to HUD, each QPR must be posted on the Department of Community Affairs’ official website for public review and comment. The State’s first QPR is due after the first full calendar quarter after the grant award. QPR’s will be posted on a quarterly basis until all funds have been expended and all expenditures have been reported.
Each QPR will include information about the uses of funds in activities identified in the Action Plan as entered in the DRGR reporting system. This includes, but is not limited to: project name, activity, location, and national objective; funds budgeted, obligated, drawn down, and expended; the funding source and total amount of any non-CDBG-DR funds to be expended on each activity; beginning and actual completion dates of completed activities; achieved performance outcomes such as number of housing units complete or number of low and moderate income persons benefiting; and the race and ethnicity of persons assisted under direct-benefit activities. The State must also record the amount of funding expended for each contractor identified in the Action Plan. Efforts made by the State to affirmatively further fair housing will also be included in the QPR.

During the term of the grant, the grantee will provide citizens, affected local governments, and other interested parties with reasonable and timely access to information and records relating to the approved program and to the grantee's use of grant funds as well as contracts procured with CDBG-DR funding. This information shall be posted on the grantee's official website www.nj.gov/dca/, and provided on request.

II. Technical Assistance

The State will provide technical assistance to facilitate citizen participation where requested, particularly to groups representative of persons of low and moderate income. The level and type of technical assistance shall be determined by the applicant/recipient based upon the specific need of the community's citizens.

III. Citizen Complaint Procedures

The State will accept written citizen complaints from citizens related to the disaster recovery programs, the Action Plan, substantial amendments, or quarterly performance reports. Written complaints should be submitted via email to Sandy.Recovery@dca.state.nj.us or be mailed to:

New Jersey Department of Community Affairs,
Post Office Box 800,
Trenton, New Jersey 08625-0800
Attention: Commissioner

The State will make every effort to provide a timely written response to every citizen complaint within fifteen (15) working days of the receipt of the complaint, where practicable.

The State will require that its Subrecipients follow a Citizen Complaint procedure reflective of the goals of the Citizen Participation Plan. A copy and/or summary of the citizen complaints received by subrecipients will be forwarded to the Department of Community Affairs. The complainant must be made aware by the subrecipient that if she or he is not satisfied with the response, a written complaint may be filed with the Department of Community Affairs.
All citizen complaints relative to Fair Housing/Equal Opportunity violations involving discrimination will be forwarded to the Department of Law and Public Safety, Office of the Attorney General, Division on Civil Rights. To file a fair housing complaint in New Jersey, please call:

Trenton Regional Office
609-292-4605
TTY: 609-292-1785

Atlantic City Office
609-441-3100
TTY: 609-441-7648

Camden Office
856-614-2550
TTY: 856-614-2574

Newark Office
973-648-2700
TTY: 973-648-4678

IV. Citizen Participation Requirements for Subrecipients and Local Governments Participating in CDBG-DR Programs

To ensure that subrecipients and applicants comply with Section 508 of the Housing and Community Development Act of 1974, utilizing the citizen participation waivers HUD provided, all units of local government which receive CDBG-DR funds must have a written and adopted Citizen Participation Plan that includes the following:

A. Encourages citizen participation with particular emphasis on participation by persons of low and moderate income who are residents of areas in which CDBG-DR Funds are proposed to be used, and in the case of a grantee described in Section 106(a) of the Act, provides for participation of residents in low and moderate income neighborhoods as defined by the local jurisdiction;

B. Provides citizens with reasonable and timely access to local meetings, information, and records relating to the grantee's proposed and actual use of funds under this program;

C. Provides for technical assistance to groups representative of persons of low and moderate income who request assistance in developing proposals with the level and type of assistance to be determined by the grantee;

D. Provides for reasonable opportunities to obtain citizen views, comments and to respond to proposals and questions at all stages of the community development program including at least the development of needs, the review of proposed activities, and review of program performance. In order to comply with the citizen participation requirement, information must be posted on the subrecipient or unit of local government's official website. If a unit of local government does not have an official website, the information must be posted in public places in the jurisdiction with directions as to where the information may be inspected. In addition to web posting or advertising, the public can also be made aware of a grant information by public service announcements and bulletins posted at public places. All comments must be responded to and maintained;
E. Provides for a timely written answer to written complaints and grievances, within 15 working days where practicable; and

F. Identifies how the needs of non-English speaking residents will be met where a significant number of non-English speaking residents can be reasonably expected to participate.

The provision and implementation of a Citizen Participation Plan may not be construed to restrict the responsibility or authority of the grantee for the development and execution of its community development program.

All subrecipients must adopt a Citizen Participation Plan and provide documentation of compliance throughout the term of the grant agreement. The components of the citizen participation plan and the kind of information necessary to meet the requirements are discussed in the following section.

Components of the subrecipient citizen participation plan

A. Program Design Phase. The subrecipient shall determine plans and procedures to post and allow for public comment. Public comments shall be summarized and submitted with the information to the Department of Community Affairs, where practicable.

B. Implementation Phase. During the term of the grant, the subrecipient will provide citizens, affected local governments, and other interested parties with reasonable and timely access to information and records relating to the approved program and to the use of grant funds as well as contracts procured with CDBG-DR funding. Efforts should be made to post this information on the subrecipient’s official website and provided on request.

C. Substantial Amendment to Approved Program. The subrecipient shall make any substantial amendment to the programs available to the public on its website, where practicable, in addition to the already state inclusion of the Amendment on the Department of Community Affairs’s website.

D. Close-out. The subrecipient shall make all performance reports available to the public on its website and upon request.

E. Technical Assistance. The subrecipient must provide technical assistance to facilitate citizen participation where requested, particularly to groups representative of persons of low and moderate income. The level and type of technical assistance is determined by the applicant/recipient based upon the specific need of the community’s citizens.

F. Complaint Procedures. As stated earlier, each subrecipient must have written citizen and administrative complaint procedures. The procedure may be posted on the website or must provide citizens with the information relative to the location and hours at which they may obtain a copy of these written procedures.
Persons wishing to object to approval of a CDBG-DR programs may make such objection known to the Department of Community Affairs in writing. The State will consider objections made only on the following grounds:

- The applicant's description of needs and objectives is plainly inconsistent with available facts and data;
- The activities to be undertaken are plainly inappropriate to meeting the needs and objectives identified by the applicant; and
- The program does not comply with the requirements set forth in the Disaster Recovery Action Plan or other applicable laws.

Such objections should include identification of the requirements not met and, in the case of objections relative to item 1 on the previous page, supporting data.

G. Performance Hearings

Prior to close-out of the community development program, the subrecipient must have a public hearing to obtain citizen views and to respond to questions relative to the recipient's performance. This hearing shall be held after adequate notice, at times and locations convenient to actual beneficiaries and with accommodations for the disabled and non-English speaking persons provided.

Documentation must be maintained at the local level to support compliance with these requirements.
RESOLUTION AUTHORIZING THE CITY OF JERSEY CITY TO ACCEPT FUNDS FROM THE NEW JERSEY DEPARTMENT OF LAW AND PUBLIC SAFETY, DIVISION OF CRIMINAL JUSTICE ON BEHALF OF THE POLICE DEPARTMENT TO PURCHASE BODY ARMOR 2018 BODY ARMOR REPLACEMENT FUND

COUNCIL offered and moved adoption of the following resolution

WHEREAS, the nature of police work creates a danger to the members of the Jersey City Police Department; and

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

WHEREAS, the New Jersey Department of Law and Public Safety, through the Division of Criminal Justice, administers the Body Armor Replacement Fund (FY 2018); and

WHEREAS, the Division of Criminal Justice provides funds to Municipalities to protect officers by funding body armor purchases for law enforcement; and

WHEREAS, the City of Jersey City has demonstrated the commitment to protect officers and, as a result, has been awarded the FY 2018 Body Armor Replacement Fund in the amount of $81,306.84; and

WHEREAS, the Jersey City Police Department would like to accept the FY 2018 Body Armor Replacement Fund award in the amount of $81,306.84 from the New Jersey Department of Law and Public Safety, Division of Criminal Justice.

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

1. The City of Jersey City accepts $81,306.84 from the New Jersey Division of Criminal Justice on behalf of the Jersey City Police Department to purchase body armor for Police Officers; and

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

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 1.24.19

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✓ Indicates Vote

N.Y.-Not Voting (Abstain)

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

Roberto R. Lavarrro, Jr., President of Council
RESOLUTION FACT SHEET - CONTRACT AWARD

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

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING THE CITY OF JERSEY CITY TO
ACCEPT FUNDS FROM THE NEW JERSEY DEPARTMENT OF LAW
AND PUBLIC SAFETY, DIVISION OF CRIMINAL JUSTICE ON BEHALF
OF THE POLICE DEPARTMENT TO PURCHASE BODY ARMOR
2018 BODY ARMOR REPLACEMENT FUND

Project Manager

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<tr>
<th>Department/Division</th>
<th>Name/Title</th>
<th>Phone/email</th>
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</thead>
<tbody>
<tr>
<td>Jersey City Police Department</td>
<td>Jaclyn Marcazo</td>
<td>(201) 547-4736</td>
</tr>
<tr>
<td>Grants Office</td>
<td>Sgt.</td>
<td><a href="mailto:jmarcazo@njjcps.org">jmarcazo@njjcps.org</a></td>
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</table>

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 the grant award in the amount of $81,306.84 from the FY 2018 Body Armor Replacement Fund.

Cost (Identify all sources and amounts)  

Grant Funds

Contract term (include all proposed renewals)

April 2018 until January 2021

Type of award

State - NJ Division of Criminal Justice

If “Other Exception”, enter type

Additional Information

These grant funds are to be used exclusively to purchase body armor for police officers.

I certify that all the facts presented herein are accurate.

Signature of Department Director  

Date  

11/17/19
RESOLUTION AUTHORIZING THE ACCEPTANCE OF A GRANT AWARD FROM THE COUNTY OF HUDSON OFFICE OF CULTURAL & HERITAGE AFFAIRS/TOURISM DEVELOPMENT

COUNCIL, OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, the renovations to the Apple Tree House were completed in 2017; and

WHEREAS, the County of Hudson Office of Cultural & Heritage Affairs Tourism Development provides grants to facilitate historic programming related to Hudson County through partnerships and the programming of historic activities at the Apple Tree House; and

WHEREAS, the City of Jersey City is committed to ensuring that the Apple Tree House be used to celebrate Jersey City's rich history and seeks to promote historical interpretation through traditional as well as, original, compelling and creative methods that bring our past alive; and

WHEREAS, the proposed project will launch "Jersey City Second Annual History Alive Program".

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

1. The City of Jersey City hereby accepts grant funds of $4,500.00 from the County of Hudson Office of Cultural & Heritage Affairs/Tourism Development for the purpose of planning and programming historic activities at the Apple Tree House;

2. The Office of Management and Budget is authorized to establish an account in the amount of $4,500.00 for the Apple Tree House; and

3. The Mayor's or Business Administrator is authorized to execute the grant agreement attached hereto.

APPROVED:  

APPROVED AS TO LEGAL FORM

Certification Required ☑ Not Required

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 1.24.19

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

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

Roberto 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**

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<tr>
<th>Mayor's Office</th>
<th>Jersey City Office of Cultural Affairs</th>
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<tbody>
<tr>
<td>Christine Goodman</td>
<td>Director</td>
</tr>
<tr>
<td>(201) 549-6921</td>
<td><a href="mailto:cgoodman@jcnj.org">cgoodman@jcnj.org</a></td>
</tr>
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</table>

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

**Resolution Purpose**

The Apple Tree House be used to celebrate Jersey City's rich history and seeks to promote historical interpretation through traditional as well as, original, compelling and creative methods bring our past alive. the County of Hudson Office of Cultural & Heritage Affairs Tourism Development provides grants to facilitate historic programming relate to Hudson County through partnerships and programming of historic activities at the Apple Tree House.

I certify that all the facts presented herein are accurate.

Signature of Department Director

Date 1/17/18
January 3, 2019

Christine Goodman
Director
Jersey City Office of Cultural Affairs
City of Jersey City
280 Grove Street
Jersey City, New Jersey 07302-3610

CERTIFIED MAIL

Re: Request for Fiscal Year 2019 Hudson County History Partnership Program Grant

Dear Ms. Goodman:

On behalf of Hudson County Executive Thomas A. DeGise, the Hudson County Board of Chosen Freeholders, and the Hudson County Office of Cultural & Heritage Affairs/Tourism Development (HCOCHA/TD), I would like to take this opportunity to congratulate you and the Jersey City Office of Cultural Affairs for your award from the Fiscal Year 2019 (FY19) Hudson County History Partnership Program (HCHPP).

You requested $8,000 in FY19 HCHPP funds for the “Jersey City Second Annual History Alive! Program.” After careful review and deliberation, the HCHPP peer review panel has awarded you $4,500 for this undertaking. Attached to this letter, please find a page of comments that the panel made regarding your application. We hope that you will find these observations helpful as you work toward successful completion of your project.

With regard to your grant award, please know that for FY19, HCOCHA/TD received a record number of HCHPP applications this year. Moreover, despite this increase, our office received exactly the same level of funding from the New Jersey Historical Commission (NJHC) as it did the past two years, causing the decision making process to be extremely difficult and resulting in lower than optimal awards to grantee organizations. As we are dedicated to growing this important program, we are also committed to finding additional resources from the NJHC and elsewhere so that the grant awards can be funded in a manner more befitting their merit.

In the coming days, you will receive two (2) copies of your FY19 HCHPP contract as well as a voucher. **When you receive them, please sign both copies and the voucher where indicated and return all three to this office. You must also prepare a numbered and signed invoice.** Once this office receives the signed contracts, signed voucher and numbered and signed invoice, you will be mailed a check for 75 percent of your FY19 HCHPP grant award.
At the end of the FY19 grant cycle, this office will be asking you to file a final report, voucher and invoice. Once we receive the final report, voucher and invoice, you will be mailed a check for the final 25 percent of your FY19 HCHPP grant.

Again, congratulations on your award. We thank you for your continuing service to the people of the County of Hudson. If you have any questions, comments or concerns, please feel free to reach out to me.

Best wishes.

Sincerely,

Joe Waks, Esq.
Arts and Program Coordinator
Hudson County Office of Cultural & Heritage Affairs/Tourism Development
City of Jersey City Division of Cultural Affairs
“Jersey City Second Annual History Alive! Program”

FY19 Peer Review Panel Commentary

- The panel thought that your project is meritorious and deserves funding;

- The members of the panel had visited the Apple Tree House and are impressed that the City of Jersey City has completed its renovation and continued use for historical programming;

- The panel was very positive about the original concept of “History Alive!” and is glad to see its continuation with the Second Annual History Alive! Program. The panel is elated about the continued use of the Apple Tree House as cultural space in an urban neighborhood;

- The panel was pleased with the inclusion of history and background of the Apple Tree House contained in your application;

- The panel was pleased that the Jersey City Office of Cultural Affairs is partnering with a reputable local arts organization such as Speranza;

- The panel is pleased that Jersey City Office of Cultural Affairs will be evaluating History Alive!” using feedback forms.

- The panel is hopeful that all of “History Alive!” will be recorded by Jersey City TV and posted on the City’s YouTube channel;
New Jersey Historical Commission
Department of State

County History Partnership Program Contract

This contract is between the New Jersey Historical Commission and
Grantee: Hudson County Office of Cult & Hert Aff
Grantee's address: 583 Newark Avenue
       Jersey City, New Jersey 07306-2301

Fiscal Year: 2019

Organization's chief financial officer: Mr. Antun

Organization's vendor identification number: 226002443

Organization's charities registration number: N/A

Amount: $38,000

Account: 19-100-074-2540-105-6110-

Grant period: 1/1/2019 - 12/31/2019

Grant: General Operating Support

Interim report due: 6/30/2018

Final report due: 1/31/2020

Legislative District: 33

Grant number: HC-CHPP-2019-00011
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   IV. Indemnification
   V. Assignability
   VI. Availability of Funds

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   VII. Special Grant Conditions for "High Risk" Grantees

POST-AWARD REQUIREMENTS
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   X. Allowable Costs
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   XXII. Enforcement
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AFTER-THE-GRANT REQUIREMENTS
   XXV. Grant Closeout Procedures

ATTACHMENTS
   Attachment A: Audit/Reporting/Processing and Insurance Requirements
   Attachment B1: Contract Information
   Attachment B2: Revised Budget
   Attachment C: Program/Grant Specifications
II. Compliance with Existing Laws

A. The Grantee, in order to permit the Department to award this grant, agrees to comply with all Federal, State and municipal laws, rules, and regulations generally applicable to the activities in which the Grantee is engaged in the performance of this grant. Please note, in particular compliance with the Americans with Disabilities Act (ADA) of 1990; and the Native American Graves Protection and Repatriation Act of 1990.

B. These laws and regulations include, but are not limited to the following:

1. Federal Office of Management and Budget (OMB) documents:
   http://www.whitehouse.gov/omb/circulars/

2. New Jersey Department of the Treasury, Office of Management and Budget documents:

3. State Affirmative Action Legal Citations: The Grantee agrees to require its contractors to comply with the requirements of N.J.A.C. 17:27, applicable provisions of N.J.S.A 10:5, et. al., and P.L. 1975, c.127 and all implementing regulations. Failure to comply with the laws, rules and regulations shall be grounds for termination of this grant.

III. Bonding and Insurance

Bonding and insurance of the type described in Attachment A, Part VI, shall be provided by the Grantee and proof of bonding and insurance must be retained on file by the Grantee.

IV. Indemnification

The Grantee shall be solely responsible for and shall keep, save, and hold the State of New Jersey harmless from all claims, loss, liability, expense, or damage resulting from all mental or physical injuries or disabilities, including death, to its employees or recipients of the Grantee's services or to any other persons, or from any damage to any property sustained in connection with the delivery of the Grantee's services that results from any acts or omissions, including negligence or malpractice, of any of its officers, directors, employees, agents, servants or independent contractors, or from the Grantee's failure to provide for the safety and protection of its employees, whether or not due to negligence, fault, or default of the Grantee. The Grantee's responsibility shall also include all legal fees and costs that may arise from these actions. The Grantee's liability under this agreement shall continue after the termination of this agreement with respect to any liability, loss, expense or damage resulting from acts occurring prior to termination.

V. Assignability

The Grantee shall not subcontract any of the work or services covered by this grant, nor shall any interest be assigned or transferred except as may be provided for in this grant or with the express written approval of the Department.

VI. Availability of Funds

The Recipient shall recognize and agree that both the initial provision of funding and the continuation of such funding under the Agreement is expressly dependent upon the availability to the Department of State of funds appropriated by the State Legislature from State and/or Federal revenue or such other funding sources as may be applicable. A failure of the Department of State to make any payment under this Agreement or to observe and perform any condition on its part to be performed under the Agreement as a result of the failure of the Legislature to appropriate shall not in any manner constitute a breach of the Agreement by the Department of State or an event of default under the Agreement and the Department of State shall not be held liable for any breach of the Agreement because of the absence of available funding appropriations. In addition, future funding shall not be anticipated from the Department of State beyond the duration of the award period set forth in the Grant/Loan Agreement and in no event shall the Agreement be construed as a
commitment by the Department of State to expend funds beyond the termination date set in the Grant/Loan Agreement.

VII. Special Grant Conditions For "High Risk" Grantees
A. A Grantee may be considered "high risk" if the Department determines that a Grantee:
   1. Has a history of unsatisfactory performance.
   2. Is not financially stable.
   3. Has a financial management system which does not meet the standards set forth in Section VIII.
   4. Has not conformed to terms and conditions of previous awards.
   5. Is otherwise not responsible; and the Department determines that an award will be made; special conditions and/or restrictions shall correspond to the high risk condition and shall be included in the award.

B. Special conditions or restrictions may include:
   1. Payment on a reimbursement basis.
   2. Withholding authority to proceed to the next phase until receipt or evidence of acceptable performance within a given funding period.
   3. Requiring additional, more detailed financial reports.
   4. Additional project monitoring.
   5. Requiring the Grantee to obtain technical or management assistance.
   6. Establishing additional prior approvals.

C. If a Department decides to impose such conditions, the Department official will notify the Grantee as soon as possible, in writing, of:
   1. The nature of the special conditions/restrictions.
   2. The reason(s) for imposing the special conditions.
   3. The corrective actions that must be taken before the special conditions will be removed by the Department and the time allowed for completing the corrective actions.
   4. The method of requesting reconsideration of the conditions/restrictions imposed.

VIII. Financial Management System
A. The Grantee shall be responsible for maintaining an adequate financial management system and will immediately notify the Department when the Grantee cannot comply with the requirements established in this Section of the grant.

B. The Grantee's financial management system shall provide for:
   1. Financial Reporting: Accurate, current, and complete disclosure of the financial results of each grant in conformity with generally accepted principles of accounting, and reporting in a format that is in accordance with the financial reporting requirements of the grant.
   2. Accounting Records: Records that adequately identify the source and application of funds for Department supported activities. These records must contain information pertaining to grant awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays or expenditures and income.
   3. Internal Control: Effective internal and accounting controls over all funds, property and other assets. The Grantee shall adequately safeguard all such assets and assure that they are used solely for authorized purposes.
   4. Budget Control: Comparison of actual expenditures or outlays with budgeted amounts for each grant. Also, the relationship of the financial information with performance or productivity data, including the development of unit cost information required by the Department.
5. Allowable Cost: Procedures for determining reasonableness, allowability, and allocability of costs generally consistent with the provisions of Federal and State requirements.

6. Source Documentation: Accounting records that are supported by source documentation.

7. Cash Management: Procedures to minimize the time elapsing between the advance of funds from the Department and the disbursement by the Grantee, whenever funds are advanced by the Department.

C. The Department may require the submission of a "Statement of Adequacy of the Accounting System," as provided in Attachment A, Section II of this grant agreement.

D. A Department may review the adequacy of the financial management system of any applicant for financial assistance as part of a pre-award review or at any time subsequent to the award. If the Department determines that the Grantee's accounting system does not meet the standards described in paragraph B above, additional information to monitor the grant may be required by the Department upon written notice to the Grantee, until such time as the system meets with Department approval.

IX. Method of Payment
A Payment will be made to the Grantee in a manner determined by the Department (see Attachment A, Section IV), upon receipt by the Department of a properly executed copy of this grant.

X. Allowable Costs
A. Limitation on Use of Funds: Grant funds must be used only for allowable costs.
B. Applicable Cost Principles: For each type of organization, there is a set of Federal principals for determining allowable costs. Allowable costs will be determined in accordance with applicable Federal cost principles specific to the organization incurring the costs (Federal OMB Circular 2 CFR, Part 200) and State requirements.

XI. Period of Availability of Funds
Grantees may charge to the award only costs resulting from obligations of the funding period unless carryover of unobligated balances is permitted, in which case the carryover balances may be charged for costs resulting from obligations of the subsequent funding period.

XII. Matching and Cost Sharing
The Grantee shall be required to account to the satisfaction of the Department for matching and cost sharing requirements of the grant in accordance with Federal and State requirements.

XIII. Program Income
Program income shall be defined as gross income earned by the Grantee from grant-supported activities. Such earnings include, but will not be limited to, income from service fees, sale of commodities, usage or rental fees, and royalties on patents and copyrights.
A. If a Grantee receives interest earned of $250 or more in a fiscal year on advances of grant funds, see Attachment A, Section VIII (B).
B. Unless the grant provides otherwise, the Grantee shall have no obligation to the Department with respect to royalties received as a result of copyrights or patents produced under the grant.
C. All other program income earned during the grant period shall be retained by the Grantee and used in accordance with Attachment A, Section II of this grant.

XIV. Audit Requirements
This grant is covered by the audit requirements of the Department of the Treasury Circular Letter 15-08-OMB, Single Audit Policy for Recipients of Federal Grants, State Grants and State Aid. Audit requirements are identified in Attachment A, based on information at the time of award, however, these are subject to change based on actual expenditures of State/Federal funds.
XV. Budget Revision and Modification

This Section sets forth criteria and procedures to be followed by the Grantee in reporting deviations from the approved budget and in requesting approvals for budget revisions and modification. Revisions and modifications to this grant must be requested by the Grantee and approved by the Department through the SAGE system.

A. Grantee shall complete the “Grant Amendment/Budget Revision Request” form in the SAGE system to request approval in from the NJHC when there is reason to believe a revision or modification will be necessary for the following reasons:

1. Changes in the scope, objective, financial assistance, key personnel, timing of the project or program, or deviations from the approved budget.
2. To provide financial assistance to a third party by sub-granting (if authorized by law) or by another means to obtain the services of a third party to perform activities which are central to the purpose of the award.

XVI. Property Management Standards

Property furnished by the Department or acquired in whole or in part with Federal or Department funds or whose cost was charged to a project supported by Federal or Department funds shall be utilized and disposed of in a manner generally consistent with State and Federal requirements.

XVII. Procurement Standards

Procurement of supplies, equipment, and other services with funds provided by this grant shall be accomplished in a manner generally consistent with Federal and State requirements. Adherence to the standards contained in the applicable Federal and State laws and regulations does not relieve the Grantee of the contractual responsibilities arising under its procurements. The Grantee is the responsible authority, without recourse to the Department, regarding the settlement and satisfaction of all contractual and administrative issues arising out of procurement entered in support of a grant.

XVIII. Monitoring of Program Performance

A. The Grantee must assure compliance with applicable Federal requirements and that performance goals are being achieved. Grantee monitoring must cover each program, function or activity to monitor performance under grant supported activities to assure time schedules and objectives are being met, projected work units by time periods are being accomplished, and other performance goals are being achieved as applicable.

B. The Grantee shall inform the Department of the following types of conditions which affect program objectives and performance as soon as they become known:

1. Problems, delays, or adverse conditions which will materially impair the ability to attain program objectives, prevent meeting time schedules and goals, or preclude the attainment of project work units by established time periods. This disclosure shall be accompanied by a statement of the action taken, or contemplated, and any Department assistance required to resolve the situation.
2. Favorable developments or events which enable meeting time schedules and goals sooner than anticipated, at a lower than anticipated cost, or produces a greater benefit than originally planned.

C. The Department may, at its discretion, make site visits to:

1. Review program accomplishments and management control systems.
2. Provide such technical assistance as may be required.
3. Perform fiscal reviews to ensure grant funds are being properly expended in a timely manner.
XIX. Financial and Performance Reporting
A. The grant budget as used in this Section means the approved financial plan to carry out the purpose of the grant. This plan is the financial representation of the project or program as approved during the grant application and award process. The Approved Budget is contained in Attachment B2.
B. The Grantee is required to submit an interim and final report identified in Attachment A, Section V.
C. Extensions to reporting due dates must be requested by completing the “Grant Amendment/Budget Revision Request” form in the SAGE system for review/approval from the NJHC. This must be received at least one week in advance of the due date by the Department of State/NJ Historical Commission.
D. If reports are not submitted as required, the Department may, at its discretion, suspend payments on this grant. The State of New Jersey may, at its discretion, take such action to withhold payments to the Grantee in this or any grant with other State agencies until the required reports have been submitted.

XX. Access to Records
A. The Grantee in accepting this grant agrees to make available to the Department, any Federal agency whose funds are expended in the course of this grant, or any of their duly authorized representatives, pertinent accounting records, books, documents and papers as may be necessary to monitor and audit Grantee's operations.
B. All visitations, inspections and audits, including visits and requests for documentation in discharge of the Department's responsibilities, shall as a general rule provide for prior notice when reasonable and practical to do so.
C. However, the Department retains the right to make unannounced visitations, inspections, and audits as deemed necessary.
D. The Department reserves the right to have access to records of any Subgrantees and requires the Grantee to provide for Department access to such records in any grant with the Subgrantee.
E. The Department reserves the right to have access to all work papers produced in connection with audits made by the Grantee or independent certified public accountants, registered municipal accountants or licensed public accountants hired by the Grantee to perform such audits.

XXI. Record Retention
A. Except as otherwise provided, financial and programmatic records, supporting documents, statistical records and all other records pertinent to the grant shall be retained for a period of seven years, unless Federal or State funding Department statutes require longer periods or unless directed to extend the retention by the Department.
1. If any litigation, claim, negotiation, action or audit involving the records is started before the expiration of the seven year period, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular seven year period, whichever is later unless otherwise directed by the Department.
2. Records for nonexpendable property acquired with Department funds shall be retained for seven years after its final disposition, unless otherwise provided or directed by the Department.
B. For Federal and State purposes (unless otherwise provided):
1. General - The retention period starts from the date of submission of the final expenditure report, or for grants that are renewed annually, from the date of submission of the annual financial report.
2. Real Property and Equipment - The retention period for real property and equipment records starts from the date of the disposition, replacement or transfer at the direction of the awarding Department.
C. The Department may request transfer of certain records to its custody from the Grantee when it determines that the records possess long-term retention value and will make arrangements with the Grantee to retain any records that are continuously needed for joint use.
XXII. **Enforcement**

A. Remedies for Noncompliance

If a Grantee materially fails to comply with the term of an award, whether stated in a State or Federal statute or regulation, an assurance, in a State plan or application, a notice of award, or elsewhere, the Department may take one or more of the following actions, as appropriate in the circumstances:

1. Temporarily withhold cash payments pending correction of the deficiency by the Grantee or take more severe enforcement action.
2. Disallow all or part of the cost of the activity or action not in compliance.
3. Wholly or partly suspend or terminate the current award for the Grantee's program.
4. Withhold further awards for the program.
5. Request the balance of grant funds to be returned and/or seek reimbursement for funds expended that were not in compliance with the terms and conditions of the grant agreement.
6. Take other remedies that may be legally available.

B. Hearings, Appeals

In taking an enforcement action, the Department may provide the Grantee an opportunity for such hearing, appeal or other administrative proceeding to which the Grantee is entitled under any statute or regulation applicable to the action involved.

C. Effects of Suspension and Termination

Costs incurred by the Grantee, resulting from obligations incurred by the Grantee during a suspension or after termination of an award, are not allowable to be applied against the grant unless the Department expressly authorizes them in the notice of suspension or termination or subsequently. Other Grantee costs during suspension or after termination which are necessary and not reasonably avoidable are allowable if the costs result from obligations which were properly incurred by the Grantee before the effective date of suspension or termination, and are noncancellable.

D. Relationship to Debarment and Suspension

The enforcement remedies identified in this Section, including suspension and termination, do not preclude the Grantee from being subject to State and Federal debarment and suspension procedures.

XXIII. **Termination and Suspension**

A. The following definitions shall apply for the purposes of this Section:

1. **Termination:** The termination of a grant means the cancellation of assistance, in whole or in part, under a grant at any time prior to the date of completion.
2. **Suspension:** The suspension of a grant is an action by the Department which temporarily suspends assistance under the grant pending corrective action by the Grantee or pending a decision to terminate the grant by the Department.
3. **Disallowed Costs:** Disallowed costs are those charges to the grant which the Department or its representatives shall determine to be beyond the scope of the purpose of the grant, excessive, or otherwise unallowable.

B. When the Grantee has failed to comply with grant award stipulations, standards, or conditions, the Department may suspend the grant and withhold further payments; prohibit the Grantee from incurring additional obligations of grant funds pending corrective action by the Grantee; or decide to terminate the grant in accordance with paragraph C below. The Department shall allow all necessary and proper costs, which the Grantee could not reasonably avoid during the period of suspension, provided they meet Federal and State requirements.

C. The Department may terminate the grant in whole or in part whenever it is determined that the Grantee has failed to comply with the conditions of the grant. The Department shall promptly notify the Grantee in writing of the determination and the reasons for the termination together with the effective date.
Payments made to the Grantee or recoveries by the Department under the grant terminated for cause shall be in accord with the legal right and liability of the parties.

D. The Department and the Grantee may terminate the grant in whole, or in part, when both parties agree that the continuation of the project would not produce beneficial results commensurate with the further expenditure of funds.

E. The two parties shall agree upon the termination conditions, including the effective date and in case of partial terminations, the portion to be terminated. The Grantee shall not incur new obligations for the terminated portion after the effective date and shall cancel as many outstanding obligations as possible.

F. The Grant Closeout procedures in Section XXV of the grant shall apply in all cases of termination of the grant.

XXIV. Publicity

A. Credit must be given to the Department of State/New Jersey Historical Commission (NJHC) in all printed materials, releases and announcements of the grantee regarding all activities to which NJHC funds contribute. This applies to all promotional appearances on television and radio by representatives of the grantee organization and any internet-based marketing or promotional material produced by the Grantee as well. In the case of electronic media, verbal credit must be given at least once during a broadcast to acknowledge the support the grantee has received from NJHC to its overall operation.

B. Credit must be given to the NJHC in all print advertising and broadcast advertising placed by a grantee. Billboard advertising must also include NJHC credit. Any advertising, regardless of size or length, placed by a grantee that credits a specific funding source must also credit NJHC.

C. Those organizations receiving funds from NJHC through their officially-designated county agencies (the Re-grant program) are required to comply with the terms, conditions, and language set forth by their county agency. The organization should not imply that it received funds directly from the NJHC, but rather from a grant administered by its officially designated county agency.

D. Credit. The language used when crediting the NJHC should read as follows: “The (name of organization) received a grant from the New Jersey Historical Commission, a division of the Department of State.” The publicity requirements noted above require full compliance.

XXV. Grant Closeout Procedures

A. The following definitions shall apply for the purpose of this Section:
   1. Grant Closeout: The closeout of a grant is the process by which the Department determines that all applicable administrative actions and all required work of the grant have been completed by the Grantee.
   2. Date of Completion: The date when all activities under the grant are completed or the expiration date in the award document, or any supplement or amendment thereto.

B. The Grantee shall submit final expenditure and performance reports as prescribed by the Department and in the timeframes set forth in Attachment A, Part V upon completion of the grant period or termination of the grant. The Department may permit extensions when requested in writing.

C. The Grantee will, together with the submission of the final report, refund to the Department any unexpended funds or unobligated (unencumbered) cash advanced, except such sums that have been otherwise authorized in writing by the Department to be retained.

D. In the event a final audit has not been performed prior to the closeout of the grant, the Department retains the right to recover any appropriate amount after fully considering the recommendations on disallowed costs resulting from the final audit.
ATTACHMENT A: AUDIT/REPORTING/PROCESSING AND INSURANCE REQUIREMENTS

I. Audit Requirements

A. All NJHC grantees must submit an annual independent audit/review report.

B. Departmental Cognizance: The department of state government responsible for receipt and review of an audit is generally the one that has dispersed the largest amount of money to the grantee. That notwithstanding, all audits of educational institutions are to be directed to the Department of Education and all audits of county and other local governments are to be directed to the Department of Community Affairs.

C. Grantees for which the Department of State is NOT the cognizant agency: Though another department of state government has been determined to be your cognizant agency for receipt and review of audits, the NJHC in the Department of State requests the following:
   1. a copy of the audit filed with the cognizant department
   2. when the funding exceeds $100,000 that the audit include a report on the expenditures associated with NJHC funding
   3. that when NJHC funding exceeds $100,000, that the audit contain a statement of positive or negative assurance that the terms and conditions of this grant were met

D. Grantees for which the Department of State is the cognizant agency: the audits/reviews will fall into one of the following three categories:
   - **Category A:** Expenditure of State of New Jersey or federal funds in excess of $750,000
   - **Category B:** Expenditure of State of New Jersey or federal funds of $100,000 or more, but less than $750,000 or total NJHC grant-related activity expenditures of $300,000 or more
   - **Category C:** Expenditure of less than $100,000 in State of New Jersey or federal funds and total expenditures related to the NJHC grant activity of less than $300,000

   Based on a review of financial information submitted by the grantee in the NJHC funding request your organization is assigned to Category C. County agencies are not required to provide an audit or independent review. Counties must submit a signed statement by the responsible county or municipal financial officer stating that the agency’s finances are reviewed by the county.

E. Basic Scope of Audits/Reviews (other requirements set forth in this attachment must also be met)

   - **Category A** audits shall be Single Audits and conform to the scope and specifications set forth in Circular 2 CFR, Part 200 as well as the New Jersey Department of Treasury OMB Circular Letter 15-08.
   - **Category B** audits shall be a complete audit in conformance with Government Auditing Standards (Yellow Book), as well as any other principles and practices cited below, containing all such statements and schedules, tests and reports associated with those standard practices.
   - **Category C** requires an independent review and statement on the grantee’s finances as well as a statement on the adequacy of the grantee’s accounting system and practices.

* Grantees receiving less than $10,000 are not subject to the above audit requirements.
Grant #: HC-CHPP-2019-00011

Grantee: Hudson County Office of Cult & Hert Aff

F. All audits and reviews must be conducted in accordance with standards and principles established by the American Institute of Certified Public Accountants as well as those of the Financial Accounting Standards of the Securities and Exchange Commission (where applicable).

G. Audits/Reviews are to cover a period of one (1) year coinciding with the grantee's fiscal year, which is understood to end on _12/31_ of each year.

H. The financial scope of the Audit/Review shall be organization-wide.

I. The grantee shall provide an electronic copy of their audit/financial review within 90 days after the closing of the grantee's fiscal year via SAGE or by contacting the Historical Commission's Grant Program Officer.

J. All reports are due within 90 days of the close of the grantee's fiscal year (9 months for units of government and state colleges and universities). If the report cannot be furnished in that time frame, the grantee must submit a letter no later than 30 days prior to the report due date requesting an extension, explaining the reason, and giving a date when the report be provided.

K. A report on the review of the audit firm's quality control must be submitted for all audits/reviews. If not available, indicate when the review will occur. All transactions pertaining to this grant are subject to further audit by the Department or its designee.

II. Program Income

Other program income as defined in Section XIII of the contract shall be treated as income to meet cost sharing or matching requirements.

III. Matching Requirements

There is no match required for funds that will be re-granted, or for the administrative allowance. There is a match for an agency's own history programming which is 3:1. For every $1 awarded in general operating support to the county agency, the county must match in cash with $3 dollars.

IV. Method of Payment (See Section IX of contract)

A. The Department will authorize an advance payment of $32,500.00 dollars or 85% of the grant amount;

B. The Department's will disperse an interim payment of $5,700.00 dollars or 15% of the grant amount upon receipt, review and NJHC acceptance of an Interim Financial and Performance Report.

C. Any grantee receiving more than $5,000 in general operating support, as part of their County History Partnership Program, will have a different payment schedule than what was detailed above. Those grantees will receive three payments as follows:
   1. The Department will authorize an advance payment of 85% of the grant amount
   2. The Department will disperse a final payment of 15% of the grant amount upon receipt, review, and NJHC acceptance of an Interim Financial and Performance Report.

   11
E. The final payment is a reimbursement of costs in excess of payments made against the grant to date. This payment will be based on the Final Financial and Performance Report, in strict compliance with matching requirements and shall not exceed the value of the grant.

F. All payment processing will cease upon the discovery that the grantee is delinquent or on the revoked list with the Charities Registration Bureau and/or the NJ Department of Revenue for corporate filing or annual reporting.

V. Financial and Performance Reports (See Section XIX of the agreement)

The Grantee is required to submit reports certified by the Grantee's Chief Executive Officer as follows:

- Interim Financial and Performance Report.
- Final Financial and Performance Report within 30 days following the end of the grant period (or termination of the grant).

☐ Quarterly Financial and Performance Reports not later than 30 days after completion of each calendar quarter beginning with July 1 (start of grant period). The last quarterly report shall serve as the Final Financial and Performance Report.

☐ Other (See Attachment C of the agreement).

The grantee will use actual financial records in preparing the all reports.

VI. Insurance (See Section III of the agreement)

The Grantee hereby agrees to include the New Jersey State Historical Commission as an insured party on the existing general liability policy No., Provider Coverage $0 of bodily injury per occurrence and $0 property damage per occurrence are included. The grantee shall maintain this policy during the life of this grant with the Department. If the Grantee is a self-insured or a public entity, please attach self-insurance certificate or certify in writing.

VII. Compliance

Any deviation from the above stated additional contract provisions will be considered as noncompliance. Noncompliance will render this grant null and void and require the return of all grant funds.
A. Charges for Unresolved Audit Findings: An interest charge on unallowable costs that are not repaid by the Grantee shall begin to accrue 30 days from the date the Grantee is notified of the debt. The interest shall continue to accrue while any appeal of the audit findings is underway. In the even the Grantee is successful in its appeal, the accrued interest will be eliminated.

Grantees must deposit advances or State grants and State Aid payments in interest-bearing accounts.
Grant #: HC-CHPP-2019-00011
Grantee: Hudson County Office of Cult & Hert Aff

A CONTRACT BETWEEN THE DEPARTMENT OF STATE,
NEW JERSEY HISTORICAL COMMISSION

AND

Hudson County Office of Cult & Hert Aff

GRANT CATEGORY: County History Partnership Program
GRANT AWARD: $38,000
GRANT #: HC-CHPP-2019-00011
FOR THE PERIOD: 1/1/2018 - 12/31/2018

PROGRAM REVISION

I. NOTE: Complete Attachment B1, B2, & C.

Use the "Contract Information" form in SAGE to describe all revisions, changes, deletions or alterations to the programs and projects detailed in the original application and approved on that basis if the budget necessitates. Failure to do so will be construed as the grantee's assertion that all aspects of the original grant will be performed as described in the application.

The grantee should be aware that programmatic revisions are subject to review and approval of NJHC. If no change is necessary, please state "All programs detailed in the original application will be carried-out as described within the grant period."

All programs detailed in the original application will be carried out, as described, within the grant period.
Please provide a budget showing how the Operating Support Grant will be spent. If there are restrictions on how the award may be spent, the budget must reflect that.

<table>
<thead>
<tr>
<th>Category of Expenditure</th>
<th>Revised Budget</th>
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<tbody>
<tr>
<td></td>
<td>Grant Funds</td>
<td>Matching</td>
<td>Total</td>
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<td><strong>Personnel</strong></td>
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<tr>
<td>Salaries, Wages, Benefits, Payroll Taxes</td>
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<tr>
<td>Professional services (contract services,</td>
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<td>such as consultants, accountants, auditors)</td>
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<tr>
<td>Professional development and training</td>
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<tr>
<td>Professional dues, memberships</td>
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<tr>
<td><strong>Travel</strong></td>
<td>$0</td>
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<tr>
<td><strong>Facilities</strong></td>
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<tr>
<td>Mortgage interest</td>
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<td>Space rental</td>
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<td>Equipment purchase or rental</td>
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<td>HVAC &amp; Utilities</td>
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<td>Facility maintenance/security</td>
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<td>Insurance</td>
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<td><strong>Outreach</strong></td>
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<td>Publicity and marketing</td>
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<td>Supplies</td>
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<td>Telephone/communication, postage</td>
<td>$0</td>
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<td>History regrant funds, if applicable</td>
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<td>(including county contributions)</td>
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<td>Other (Itemize)</td>
<td>$0</td>
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<td><strong>Total</strong></td>
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<tr>
<td>Other Cash Uses (capital needs, mortgage)</td>
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</table>
The following specifies additional conditions applying to your approved fiscal year grant from the NJHC, and any conditions which must be satisfied before funds can be released. Again, please submit materials which satisfy these pending stipulations at the time you return your completed fiscal year 2017 contract to the Commission by uploading the required response, document, etc. into the SAGE System “Miscellaneous Attachments”.

There is no match required for funds that will be re-granted, or for the administrative allowance. There is a match for an agency’s own history programming which is 3:1. For every $1 awarded in general operating support to the county agency, the county must match in cash with $3 dollars.

The following specifies the type(s) of grant(s) awarded, the amount(s) and any limitations or conditions:

<table>
<thead>
<tr>
<th>GRANT NUMBER</th>
<th>AWARD</th>
<th>SPECIFICATIONS</th>
</tr>
</thead>
<tbody>
<tr>
<td>HC-CHPP-2019-00011</td>
<td>$38,000</td>
<td>County History Partnership Program</td>
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</table>

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

COUNCIL offered and moved adoption

of the following resolution:

WHEREAS, the State of New Jersey Department of Environmental Protection ("NJDEP") accepted grant applications for the 2016 recycling grant program; and

WHEREAS, the City of Jersey City (City) requested grant funds from the NJDEP for the primary purpose to help implement and further enhance recycling efforts; and

WHEREAS, the grants are based on 2016 recycling performance and awarded through the State's Recycling Enhancement Act; and

WHEREAS, the NJDEP awarded the City a grant in the amount of $423,248.00; and

WHEREAS, the City agrees to assume a commitment for recycling to promote local recycling efforts as required by the grant guidelines; and

WHEREAS, a resolution is required accepting the grant funds of $423,248.00 for recycling.

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

1) The City of Jersey City hereby accepts grant funds of $423,248.00 from the New Jersey Department of Environmental Protection; and

2) The Office of Management and Budget is authorized to set up an account for the recycling grant of $423,248.00.
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

<table>
<thead>
<tr>
<th>RESOLUTION ACCEPTING GRANT FUNDS FOR THE 2016 RECYCLING TONNAGE GRANT FROM THE NEW JERSEY DEPARTMENT OF ENVIRONMENTAL PROTECTION FOR THE CITY OF JERSEY CITY</th>
</tr>
</thead>
</table>

Project Manager

<table>
<thead>
<tr>
<th>Department/Division</th>
<th>Name/Title</th>
<th>Phone/email</th>
</tr>
</thead>
<tbody>
<tr>
<td>DPW</td>
<td>Patrick Stamato</td>
<td>201-547-4400</td>
</tr>
<tr>
<td>Director's Office</td>
<td>Director</td>
<td><a href="mailto:pstamato@jenj.org">pstamato@jenj.org</a></td>
</tr>
</tbody>
</table>

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") accepted grant applications for the 2016 recycling grant program.
- The City of Jersey City (City) requested grant funds from the NJDEP for the primary purpose to help implement and further enhance recycling efforts.
- The grants are based on 2016 recycling performance and awarded through the State's Recycling Enhancement Act.
- The City received $306,935.94 in 2015 and $298,152.03 in 2014.

Cost (Identify all sources and amounts)  Contract term (include all proposed renewals)

Type of award  Grants Resolution

If “Other Exception”, enter type

Additional Information

I certify that all the facts presented herein are accurate.

[Signature of Department Director]  01/10/19

[Signature of Purchasing Director]  [Date]
FOR IMMEDIATE RELEASE
January 2, 2019

DEP AWARDS $14 MILLION IN GRANTS TO LOCAL GOVERNMENTS TO PROMOTE, ENHANCE RECYCLING EFFORTS

TRENTON - Local governments will share $14.3 million in grants to further enhance recycling efforts, based on 2016 recycling performance in their communities, New Jersey Department of Environmental Protection Commissioner Catherine R. McCabe announced today.

The recycling tonnage grants are awarded through the state’s Recycling Enhancement Act and are funded through a $3 per-ton surcharge on trash disposed at solid waste facilities statewide. The DEP then allocates that money back to municipalities based on how much recycling each community reports accomplishing during a particular calendar year.

“Recycling helps keep our communities clean, generates revenue and jobs, and lessens the amount of trash going to landfills. These grants will help communities continue the important work of promoting the benefits of recycling and having a positive impact on New Jersey’s quality of life.”

Grants are based on materials collected and recycled in a municipality or county. The grants are to be used to further improve a community’s recycling rate either by funding a recycling coordinator position, sponsoring household hazardous waste collection events, providing recycling receptacles and pickup in public places, maintaining leaf composting operations, doing educational outreach about the importance of recycling, or implementing curbside recycling pickup programs.

For calendar year 2016, the most recent year for which data is available, New Jersey generated 9.7 million tons of municipal solid waste, with 4.26 million tons recycled and 5.4 million tons disposed. This resulted in a slight increase in the recycling rate, to 44 percent, from the year prior. New Jersey’s recycling rate exceeds the national recycling rate average of 34 percent, but is below the state’s recycling goal of 50 percent.

Overall, New Jersey in 2016 generated 22.6 million tons of solid waste, which includes municipal waste plus construction debris and other types of non-municipal waste. Of the total collected, 13.9 million tons were recycled and 8.7 million tons were disposed, for an overall recycling rate of 61 percent. The overall rate for 2015 was 63 percent.

“New Jersey remains a nation’s leader in recycling more than 30 years after becoming the first state in the nation to mandate recycling on a state-wide basis,” said Mark Pedersen, Assistant Commissioner for Site Remediation and Waste Management. “We are pleased to see so many communities recycling and expect that the grants will further their efforts to educate the public of the importance in keeping our environment clean. We remain committed to achieving a 50 percent municipal solid waste recycling rate in New Jersey.”

Municipalities receiving grants of more than $100,000 for 2016 recycling efforts are:

Bergen County: Paramus, $130,864; South Hackensack, $197,287
Camden County: Cherry Hill, $103,329
Cumberland County: Vineland, $282,504
Essex County: East Orange, $106,334; Newark, $292,183
Gloucester County: Logan, $109,177
Hudson County: Jersey City, $423,246; Secaucus, $155,353
Mercer County: Hamilton, $150,719
Middlesex County: Edison, $269,329; Monroe, $181,542; South Brunswick, $190,633; Woodbridge, $147,187
Monmouth County: Marlboro, $116,802
Morris County: Parsippany-Troy Hills, $161,838
Ocean County: Brick, $153,319; Lakewood, $140,559; Toms River, $183,933
Passaic County: Clifton, $127,487; Passaic City, $109,211; Paterson, $236,050; Wayne, $111,287
Somerset County: Bridgewater, $116,802

The Burlington County Occupational Training Center received $185,637, and the Atlantic County Utilities Authority received $144,928 for their recycling efforts.

For a complete list of recycling tonnage grants by municipality, visit www.nj.gov/dep/dshw/recycling/stat/links/2016awarded.pdf.

To learn more about recycling in New Jersey, visit www.nj.gov/dep/dshw/recycling/.

Follow the DEP on Twitter @NewJerseyDEP.

###
## Payment Details

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<tr>
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## Payment Line Details

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## Additional Information

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Check Summary

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Payment Line(s)

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<td>01</td>
<td>ENVIRONMENTAL PROTECTION</td>
<td>2016 RECYCLING TONNAGE GRANT</td>
<td>$423,248.06</td>
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Total Check Amount => $423,248.06
RESOLUTION REMOVING A RESTRICTION FROM THE DEED OF CONVEYANCE THAT AFFECTS BLOCK 10703 LOT 2.01 (FORMERLY KNOWN AS BLOCK 1868 LOTS 6, 7, 8, 28, 29, 30, 31 AND 32) ALSO KNOWN AS 12-16 ENOS PLACE AND 13-21 JONES STREET.

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

WHEREAS, the Jersey City Parking Authority sold and conveyed a/k/a 12-16 Enos Place and 13-21 Jones Street Block 10703, Lot 2.01 ("Property") on July 21, 1999 by a deed of that date that was recorded on July 23, 1999 in Deed Book 5470 at Page 069; and

WHEREAS, the Property was sold subject to a restrictive covenant set forth in the deed as follows:

The property granted and conveyed herein is subject to the following restriction. The property shall be used exclusively for the purpose of public parking for motor vehicles. This restriction shall run with the land and be binding on Grantee and all assignees and/or successors in title. The restriction shall continue unless and until removed by Resolution of the Commissioners of the Parking Authority of the City of Jersey City by written instrument.

WHEREAS, the property is now owned by the Hudson County Community College which intends to develop the property with a building to be devoted to educational purposes; and

WHEREAS, the Jersey City Parking Authority has ceased to exist and has had its functions taken over by the City; and

WHEREAS, the City has succeeded to all of the ownership interest of the Property formerly owned or held by the Jersey City Parking Authority; and

WHEREAS, the Hudson County Community College has requested that the City of Jersey City remove the restrictive covenant set forth in the deed recorded in Deed Book 5470 at Page 069; and

WHEREAS, it is in the best interests of the City to release the Property from the restrictive covenant; 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 facts set forth and recited in this resolution are true;
2. The City finds and declares that it is in the public interest to remove the restriction imposed on the foregoing property by the deed recorded in Deed Book 5470 at Page 069;
3. Block 10703 Lot 2.01 (formerly known as Block 1868 Lots 6, 7, 8, 28, 29, 30, 31 and 32) also known as 12-16 Enos Place and 13-21 Jones Street is hereby released from any and all restrictions contained in a Deed from the Jersey City Parking Authority dated July 21, 1999 and recorded in the Hudson County Register's Office on July 23, 1999 in Book 5470 Page 069; and;
TITLE:
RESOLUTION REMOVING A RESTRICTION FROM THE DEED OF CONVEYANCE THAT AFFECTS BLOCK 10703 LOT 2.01 (FORMERLY KNOWN AS BLOCK 1868 LOTS 6, 7, 8, 28, 29, 30, 31 AND 32) ALSO KNOWN AS 12-16 ENOS PLACE AND 13-21 JONES STREET.

4. That the Mayor and/or the Business Administrator 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;

JMs/mma
1/15/19

WITHDRAWN
RESOLUTION REMOVING A RESTRICTION FROM THE DEED OF CONVEYANCE THAT AFFECTS BLOCK 10703 LOT 2.01 (FORMERLY KNOWN AS BLOCK 1868 LOTS 6, 7, 8, 28, 29, 30, 31 AND 32) ALSO KNOWN AS 12-16 ENOS PLACE AND 13-21 JONES STREET.

STATE OF NEW JERSEY)
COUNTY OF HUDSON)

BE IT REMEMBERED, that on this day of Two Thousand Nineteen 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 was signed and delivered by Brian Platt who was at the date thereof the Business Administrator of said municipal corporation, in the presence of this deponent, and said Business Administrator, at the same time acknowledged that he signed, sealed and delivered the same 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 2019

Notary Public          Robert Byrne, City Clerk          Brian Platt, Business Administrator

APPROVED:               APPROVED AS TO LEGAL FORM
Business Administrator  

Certificat
Not Req
WITHDRAWN

RECORD OF COUNCIL VOTE ON FINAL PASSAGE  1.24.19

<table>
<thead>
<tr>
<th>COUNCILPERSON</th>
<th>AYE</th>
<th>NAY</th>
</tr>
</thead>
<tbody>
<tr>
<td>RIDLEY</td>
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<tr>
<td>PRINZ-AREY</td>
<td></td>
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<tr>
<td>BOGGIANO</td>
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</tr>
</tbody>
</table>

N.V.-Not Voting (Abstain)

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

/ Rodrigo R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk
RESOLUTION FACT SHEET -
This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the ordinance.

Full Title of Ordinance/Resolution

| RESOLUTION REMOVING A RESTRICTION FROM THE DEED OF CONVEYANCE THAT AFFECTS BLOCK 10703 LOT 2.01 (FORMERLY KNOWN AS BLOCK 1868 LOTS 6,7,8,28,29,30, 31AND 32) ALSO KNOWN AS 12-16 ENOS PLACE AND 13-21 JONES STREET. |

Initiator

<table>
<thead>
<tr>
<th>Department/Division</th>
<th>Business Administration</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name/Title</td>
<td>Brian Platt</td>
</tr>
<tr>
<td>Phone/email</td>
<td>201-547-4513</td>
</tr>
<tr>
<td></td>
<td><a href="mailto:BPPlatt@jcnj.org">BPPlatt@jcnj.org</a></td>
</tr>
</tbody>
</table>

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 remove a restriction from the deed of conveyance that affects Block 10703, Lot 2.01, also known as 12-16 Enos Place and 13-12 Jones Street.

I certify that all the facts presented herein are accurate.

/ / January 15, 2019
Signature of Department Director Date
DEED

This Deed is made on July 21, 1999,

BETWEEN

The Parking Authority of the City of Jersey City

and

Jones Enos Realty, Ltd.

a corporation of the state of New Jersey

having its principal office at 392-394 Central Avenue, Jersey City, New Jersey

referred to as the Grantee.

AND

Jones Enos Realty, Ltd.

whose post office address is c/o Keensig Management Limited, 120 North Main Street,
New York, New York 10036

the said "Grantee" shall mean all Grantees listed above.

Transfer of Ownership. The Grantee grants and conveys to the Grantee, the property described herein in the Grantee, this transfer is made for the sum of One Million One Hundred Twenty-Five Thousand Dollars ($1,125,000.00).

The Grantee acknowledges receipt of this money.

Tax Map Reference. (N.J.S.A. 46:15-2.1) Municipality of the City of Jersey City
Block No. 1004
Lot Nos. 7, 20, 29, 30, 31 & 32 Account No.

No property tax identification number is available on the date of this Deed.

Property. The property consists of the land and all the buildings and structures on the land in the City of Jersey City

County of Hudson and State of New Jersey. The legal description is:

See Attached Schedule A

Consideration:

<table>
<thead>
<tr>
<th>County</th>
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<th>A.P.N.</th>
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Date: 07/22/1999

DK547068069
Restrictive Covenant: The property granted and conveyed herein is subject to the following restrictions. The property shall be used exclusively for the purpose of public parking for motor vehicles. This restriction shall run with the land and be binding on Grantee and all assigns and/or successors in title. This restriction shall continue unless and until removed by Resolution of the Commissioners of the Parking Authority of the City of Jersey City by written instrument.

Promissory by Grantee. The Grantee promises that the Grantee has done no act to encumber the property. This promise is called a "covenant as to grantor's title" (N.J.S.A. 46:4-14). This promise means that the Grantee has not allowed anyone else to obtain any legal rights which affect the property (such as by making a mortgage or allowing a judgment to be entered against the Grantee).

Signatures. This Deed is signed and attested to by the Grantee's proper corporate officers at of the date of the top of the first page. Its corporate seal is affixed.

Theresa Perri Secretary

Caroline Venezia, Executive Director

[Signature]

Caroline Venezia, Executive Director

7/21/99

Theresa Perri

Theresa Perri

[Signature]

Kenneth van Schouwenberg

Attorney at Law of New Jersey

[Signature]
Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 19-038
Agenda No. 10. M
Approved: 

TITLE:

WITHDRAWN

RESOLUTION AUTHORIZING MORTGAGE SUBORDINATION AGREEMENT FOR 88-96 VIRGINIA AVENUE A/K/A BLOCK 21101, LOT 57.01, 57.02, 57.03, 57.04, 57.05, BLOCK 1978, LOT 41.99

COUNCIL offered and moved adoption of the following Resolution:

WHEREAS, on March 22, 2018 the City provided $863,100 in HOME funds to Garden State Episcopal Community Development Corp (Owner) to purchase a home at 88-96 Virginia Avenue a/k/a Block 21101, Lot 57.01, 57.02, 57.03, 57.04, 57.05 f/k/a Block 1978, lot 41.99; and

WHEREAS, on October 16, 2018 the City's Mortgage was recorded in Book 19265 at Page 626 of the Register of Deeds for Hudson County; and

WHEREAS, in addition, the owner has received a construction loan from M&T Bank in amount of $1,265,000; and

WHEREAS, to obtain the new first mortgage, M & T Bank, the new lender, requires the City to subordinate its mortgage; and

WHEREAS, the property has recently appraised for $2,590,000; and

WHEREAS, the Division of Community Development has reviewed the appraisal report and determined that the value of the property supports the new loan and the City's mortgage and has further reviewed the title commitment and determined that there are no other judgments or loans affecting the property.

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 approved by the Corporation Counsel, subordinating the City's Mortgage securing by 88-96 Virginia Avenue a/k/a Block 21101, Lot 57.01, 57.02, 57.03, 57.04, 57.05 f/k/a Block 1978, lot 41.99 to the new first mortgage with M & T Bank, not to exceed $1,265,000, subject to the receipt of a clear title report through the date of closing.

JML/116/2019

APPROVED: 

APPROVED AS TO LEGAL FORM

APPROVED: Business Administrator

Certification

Not Required

WITHDRAWN

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 1/24/19

<table>
<thead>
<tr>
<th>COUNCILPERSON</th>
<th>AYE</th>
<th>NAY</th>
<th>N.V.</th>
<th>COUNCILPERSON</th>
<th>AYE</th>
<th>NAY</th>
<th>N.V.</th>
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<td></td>
<td>ROBINSON</td>
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</table>

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk
RESOLUTION FACT SHEET – NON-CONTRACTUAL
This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

| Resolution Authorizing The Execution of a Mortgage Subordination Agreement Affecting The Property Known As 88-96 Virginia Avenue A.K.A. Block 21101, Lot 57.02 F.K.A. Block 1978 Lot 41.99 |

Initiator

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<th>Department/Division</th>
<th>HEDC Community Development</th>
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<tr>
<td>Name/Title</td>
<td>Rodney Hairston Real Estate Officer</td>
</tr>
<tr>
<td>Phone/email</td>
<td>201-547-5479 <a href="mailto:Hairstonr@icmi.org">Hairstonr@icmi.org</a></td>
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</table>

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 allow the owners Garden State Episcopal Community Development Corp to obtain a construction loan from M & T Bank to construct five (5) 2 family homes.

I certify that all the facts presented herein are accurate.

Signature of Department Director Date
THIS SUBORDINATION AGREEMENT is made this _ day of January 2019, by and among the following: Garden State Episcopal Community Development Corp, hereinafter referred to as "Owners" or "Borrowers", the City of Jersey City, hereinafter referred to as "City" or "Subordinating Party", and M & T's Bank, hereinafter referred to as "Lender".

WITNESSTH

WHEREAS, the Lender, as a condition precedent to the origination of a new first Loan to Borrower(s), requires the discharge of the existing first Mortgage and 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 Borrowers, the Lender and the Subordinating Party mutually agree as follows:

1. The Property subject to this Agreement is located at 88-96 Virginia Avenue, a/k/a Block 21101, Lots 57.01, 57.02, 57.03, 57.04, 57.05, Block 1978, Lot 41.99, Jersey City, New Jersey.

2. The superior debt is more fully described in a note in the original principal sum of $1,265,000 and executed by Borrowers, made payable to Lender and secured by a mortgage 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 sums of $863,100 executed by Borrowers on March 22, 2018 and, recorded with the Hudson County Registrar and made payable to the City of Jersey City (the Subordinating Party).

4. 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.
5. 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 January, 2019

M & T Bank

By: ________________________

CITY OF JERSEY CITY

By: ________________________

Brian Platt
Business Administrator

STATE OF NEW JERSEY )
COUNTY OF HUDSON )

I CERTIFY that on January 2019, Brian Platt 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 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.

By: ________________________

James LaBianca
Attorney at Law
State of New Jersey
RESOLUTION AUTHORIZING THE BUSINESS ADMINISTRATOR TO EXECUTE A DISCHARGE OF MORTGAGE AFFECTING 1209 SUMMIT AVENUE, UNIT #403, A/K/A BLOCK 897, LOT 10 (F/K/A BLOCK 1309, LOT 9)

COUNCIL offered and moved adoption of the following Resolution:

WHEREAS, on October 2, 2017 Wei Li ("Borrower") executed a Mortgage and Note in favor of the City of Jersey City (the "City") to secure the City's loan in the amount of $28,365.69; and

WHEREAS, the Mortgage was recorded on October 11, 2007 in Book 19046 at Page 1011 of the Register of Deeds for Hudson County; and

WHEREAS, the Mortgage affects property known as 1209 Summit Avenue, Unit #403, a/k/a Block 897, Lot 10, f/k/a Block 1309, Lot 9; and

WHEREAS, the Mortgage provided that "[u]pon performance of the promises contained in the Note and Mortgage, the Municipality will prepare and deliver to the then current owner a Discharge of the Mortgage or other document evidencing release from further obligation"; and

WHEREAS, the Note provided that the Borrower must "occupy the home as a primary residence for one year from the date of closing title"; and

WHEREAS, the Jersey City Division of Community Development (the "Division") has received an affidavit from the Borrower stating that he has occupied the home as his primary residence for one year from the date of closing title, attached hereto as Exhibit A; and

WHEREAS, the Division is requesting that the City's mortgage be released because the Borrower has performed the promises contained in the Note and Mortgage; and

WHEREAS, 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 $28,365.69 affecting property known as 1209 Summit Avenue, Unit #403, a/k/a Block 897, Lot 10, f/k/a Block 1309, Lot 9.

HCB/mm 01.14.2019
APPROVED 9/10

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 1.24.19

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<td>PRINZ-AREY</td>
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<tr>
<td>PRINZ-AREY</td>
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<td>SOLOMON</td>
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<td>WATTERMAN</td>
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<td>ROBINSON</td>
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<td>N.V.</td>
<td>LAVARRO, PRES</td>
<td>✓</td>
<td></td>
<td>N.V.</td>
</tr>
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✓ Indicates Vote
N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City, N.J.
RESOLUTION FACT SHEET
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 1209 SUMMIT AVENUE, UNIT #403, A/K/A BLOCK 897, LOT 10 (F/K/A BLOCK 1309, LOT 9)

Initiator

<table>
<thead>
<tr>
<th>Department/Division</th>
<th>Housing, Economic Development, and Commerce (HEDC)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name/Title</td>
<td>Rodney Hairston</td>
</tr>
<tr>
<td>Phone/email</td>
<td>(201) 547-4793</td>
</tr>
<tr>
<td>Community Development</td>
<td>Real Estate Officer</td>
</tr>
<tr>
<td></td>
<td><a href="mailto:hairstonr@jeni.org">hairstonr@jeni.org</a></td>
</tr>
</tbody>
</table>

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

Resolution Purpose

This resolution authorizes the Business Administrator to sign a discharge of mortgage for the City’s mortgage affecting 1209 Summit Avenue, Unit 403.

In October 2017, the City and the Borrower entered into a mortgage with the requirement that the Borrower would occupy the Unit as his primary residence for one year thereafter. The City has received evidence that the Borrower has fulfilled this requirement. Therefore, the City is obligated to discharge its mortgage.

I certify that all the facts presented herein are accurate.

Signature   Date
AFFIDAVIT

I, Wei Li, do hereby affirm:

1. I am currently the owner of property located and 1209 Summit Avenue, Unit 403, Jersey City, NJ 07301. The property is listed in the City's tax records as Block 501, Lot 2, C0403.

2. I attest that I occupied Unit 403 located at 1209 Summit Avenue within sixty (60) days from the date of closing title.

3. I attest that I continuously occupied Unit 403 located at 1209 Summit Avenue in Jersey City as my primary residence for one year from the date of closing title.

4. I hereby affirm the above information is accurate. If any of the information herein is willfully false, I am subject to punishment.

Date: 1/14/2019

Wei Li

State of New Jersey
County of Essex

Subscribed and sworn to before me on this 14th day of January, 2019

Notary Public of the State of New Jersey

JOYCE A. VENEZIA
Notary Public of NJ
No. 2187917
Commission Expires April 4, 2021
Resolution of the City of Jersey City, N.J.

COUNCIL

Offered and moved adoption of
the following resolution:

WHEREAS, Governor Murphy has made reclaiming New Jersey's historical position as the
capital of American Innovation and Invention a centerpiece of his Stronger and Fairer economic
development agenda; and

WHEREAS, the New Jersey Economic Development Authority (NJEDA) has issued an
RFQ/RFP "Innovation Planning Challenge" grant open to municipalities and counties; and

WHEREAS, the grant seeks to develop an economic development plan that will catalyze
planning and key investments to position the City of Jersey City to augment innovation
ecosystems, including innovation, knowledge, entrepreneurship, technology and collaboration, to
fuel economic growth, employment gains, and other society-wide benefits; and

WHEREAS, the City of Jersey City will partner with a higher education institution and a local
industry partner in order to leverage external expertise to best achieve the goals of the Innovation
Challenge, including, but not limited to: Saint Peter's University ("St. Peter's") and the Jersey
City Economic Development Corporation ("JCEDC"); and

WHEREAS, the City of Jersey City wishes to apply for the NJEDA Innovation Planning Grant
in partnership with St. Peter's and JCEDC; and

WHEREAS, application for this grant with the aforementioned partners requires the execution
of a memorandum of understanding between the City of Jersey City and St. Peter's, attached
hereto as Exhibit A, and a memorandum of understanding between the City of Jersey City and
JCEDC, attached hereto as Exhibit B.

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 Memorandum of
Understanding between the City of Jersey City and St. Peter's and the Memorandum of
Understanding between the City of Jersey City and JCEDC.

APPROVED: 

APPROVED AS TO LEGAL FORM

Corporation Counsel

Certification Required □
Not Required □
APPROVED 8–0–1

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 1.24.19

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

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


Initiator

<table>
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<tr>
<th>Department/Division</th>
<th>Business Administration</th>
<th>Bureau of Innovation</th>
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<tbody>
<tr>
<td>Name/Title</td>
<td>Melissa Kozakiewicz</td>
<td>Director of Innovation</td>
</tr>
<tr>
<td>Phone/email</td>
<td><a href="mailto:MKozakiewicz@jcni.org">MKozakiewicz@jcni.org</a></td>
<td>201-547-6587</td>
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</table>

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

Ordinance Purpose

Authorizes execution of two memoranda of understanding, one with St. Peter’s University and one with the JCEDC, in order to apply for an NJEDA “Innovation Planning Grant” in partnership with the aforementioned parties.

I certify that all the facts presented herein are accurate.

Signature of Department Director  1-11-19  Date
MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF JERSEY CITY
AND
SAINT PETER'S UNIVERSITY

FORMALIZED ROLES, RESPONSIBILITIES, AND RESOURCE COMMITMENTS
RELATED TO THE CITY OF JERSEY CITY PROPOSAL TO THE
NEW JERSEY ECONOMIC DEVELOPMENT AUTHORITY (NJEDA)
INNOVATION PLANNING CHALLENGE

WHEREAS, Governor Murphy has made reclaiming New Jersey’s historical position as the
capital of American Innovation and Invention a centerpiece of his Stronger and Fairer economic
development agenda; and

WHEREAS, the New Jersey Economic Development Authority (NJEDA) has issued an
RFQ/RFP “Innovation Planning Challenge” grant open to municipalities and counties; and

WHEREAS, the grant seeks to develop an economic development plan that will catalyze
planning and key investments to position the City of Jersey City to augment innovation
cosystem, including innovation, knowledge, entrepreneurship, technology and collaboration, to
fuel economic growth, employment gains, and other society-wide benefits; and

WHEREAS, the City of Jersey City will partner with a higher education institution and a local
industry partner in order to leverage external expertise to best achieve the goals of the Innovation
Challenge, including, but not limited to: Saint Peter’s University and the Jersey City Economic
Development Corporation; and

WHEREAS, it is the goal of all parties to this Memorandum of Understanding (MOU) to act in
the best interests of the high-need residents and industries of the City of Jersey City.

NOW THEREFORE BE IT RESOLVED, that the parties of this MOU confirm and endorse
the aforesaid.

BE IT FURTHER RESOLVED, that the parties to this MOU confirm the following roles,
responsibilities, and resource commitments for each entity:

CITY OF JERSEY CITY
Role: the City of Jersey City will act as the Lead County/Lead Proposer of this proposal.
Responsibilities: (1) To serve as the sole entity under whose name the proposal will be submitted
and the sole entity with whom NJEDA will execute a contract upon award; (2) To execute the
complete effort specified in the contract; (3) To receive and disburse funding as approved by
NJEDA; (4) To bid for planning services from a subcontracted Planning Entity to assure
professional quality, technical accuracy, and timely completion and submission of all
deliverables; (5) To correct or revise any errors, omissions, or other deficiencies in deliverables; (6) To collect compliance documentation from all partners as applicable, in accordance with procurement policies; and (7) To act as the sole entity responsible for reporting to NJEDA with any and all documents, deliverables, and/or data requested.

Resources Committed: The City of Jersey City hereby commits to provide a $24,243.40 match (exceeding the required match of 20% of the grant award) via in-kind staff time and support from the Director of the Jersey City Department of Health and Human Services (quantified at $54.81 x 5 hours/week x 26 weeks), the Director of the Partnership for a Healthier JC (quantified at $46.10 x 5 hours/week x 26 weeks), and the Director of the Jersey City Department of Community Development (quantified at $42.79 x 10 hours/week x 26 weeks).

SAINT PETER'S UNIVERSITY

Role: Saint Peter's University will act as a Higher Education Partner of this proposal.

Responsibilities: (1) To participate in planning services as directed and organized by the City of Jersey City; (2) To act in a manner/provide sufficient information to assure professional quality, technical accuracy, and timely completion and submission of all deliverables prepared/completed by the City of Jersey City and the subcontracted Planning Entity; (3) To provide data and compliance documentation when requested by the City of Jersey City; and (4) To provide a meeting space for all parties.

Resources Committed: Saint Peter’s University hereby commits to provide an additional $40,840 match of in-kind resources, including the following staff time: Interim Director of the Ignite Institute and one faculty member with expertise in strategic management, economic development and the nonprofit sector. 20% of the two individuals’ time totals $35,840. Saint Peter’s will also provide space at the Pulaski West room in the Duncan Family Sky Room, valued at $500 per event. 10 total workshops at 90 minutes each equates to an additional in-kind match of $5,000.

TERM OF MEMORANDUM OF UNDERSTANDING

This MOU is conditioned upon the successful award of a contract between the NJEDA and the City of Jersey City. If the grant is awarded, this MOU will have an initial term of two (2) years from the date this MOU is executed by the City. This MOU may be terminated earlier upon 60 days’ written notice from any and all parties to this MOU. Similarly, any and all parties to this MOU may include addendums to add additional partners as needed and appropriate.

SIGNATORY

City of Jersey City

Attest

Date
[SIGNATORY]
[Saint Peter's University]

Attest

Date

Date
MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF JERSEY CITY
AND
THE JERSEY CITY ECONOMIC DEVELOPMENT CORPORATION

FORMALIZED ROLES, RESPONSIBILITIES, AND RESOURCE COMMITMENTS
RELATED TO THE CITY OF JERSEY CITY PROPOSAL TO THE
NEW JERSEY ECONOMIC DEVELOPMENT AUTHORITY (NJEDA)
INNOVATION PLANNING CHALLENGE

WHEREAS, Governor Murphy has made reclaiming New Jersey’s historical position as the capital of American Innovation and Invention a centerpiece of his Stronger and Fairer economic development agenda; and

WHEREAS, the New Jersey Economic Development Authority (NJEDA) has issued an RFQ/RFP “Innovation Planning Challenge” grant open to municipalities and counties; and

WHEREAS, the grant seeks to develop an economic development plan that will catalyze planning and key investments to position the City of Jersey City to augment innovation ecosystems, including innovation, knowledge, entrepreneurship, technology and collaboration, to fuel economic growth, economic diversity and other society-wide benefits; and

WHEREAS, the City of Jersey City in conjunction with a higher education institution and a local industry partner shall advertise to best achieve the goals of the Innovation Challenge, the University of Medicine and Dentistry of New Jersey and the Jersey City Economic Development Corporation, enter into a Memorandum of Understanding (MOU) to act in the best interest of the City of Jersey City.

NOW THEREFORE, the parties to this MOU confirm and endorse the aforesaid

BE IT FURTHER RESOLVED, the City of Jersey City and the Jersey City Economic Development Corporation, in furtherance of this MOU confirm the following roles, responsibilities, and resource commitments for each entity:

THE CITY OF JERSEY CITY

Role: the City of Jersey City shall act as the Lead County/Lead Proposer of this proposal.
Responsibilities: (1) To serve as the sole entity under whose name the proposal will be submitted and the sole entity with whom NJEDA will execute a contract upon award; (2) To execute the complete effort specified in the contract; (3) To receive and disburse funding as approved by NJEDA; (4) To bid for planning services from a subcontracted Planning Entity to assure professional quality, technical accuracy, and timely completion and submission of all
deliverables; (5) To correct or revise any errors, omissions, or other deficiencies in deliverables; (6) To collect compliance documentation from all partners as applicable, in accordance with procurement policies; and (7) To act as the sole entity responsible for reporting to NJEDA with any and all documents, deliverables, and/or data requested.

Resources Committed: The City of Jersey City hereby commits to provide a $24,243.40 match (exceeding the required match of 20% of the grant award) via in-kind staff time and support from the Director of the Jersey City Department of Health and Human Services (quantified at $54.81 x 5 hours/week x 26 weeks), the Director of the Partnership for a Healthier JC (quantified at $46.10 x 5 hours/week x 26 weeks), and the Director of the Jersey City Department of Community Development (quantified at $42.79 x 10 hours/week x 26 weeks).

THE JERSEY CITY ECONOMIC DEVELOPMENT CORPORATION
Role: The Jersey City Economic Development Corporation will act as a non-profit partner in this proposal.
Responsibilities: (1) To participate in planning services as directed and organized by the City of Jersey City; (2) To act in a manner/provide sufficient information to assure professional quality, technical accuracy, and timely completion and submission of all deliverables prepared/completed by the City of Jersey City and the subcontracted Planning Entity; and (3) To provide data and compliance documentation when requested by the City of Jersey City.

Resources Committed: The Jersey City Economic Development Corporation hereby commits to provide an additional $9,375.60 match of in-kind support from their Small Business Services Coordinator (quantified at $36.06 x 10 hours/week x 26 weeks).

TERM OF MEMORANDUM OF UNDERSTANDING
This MOU is conditioned upon the successful award of a contract between the NJEDA and the City of Jersey City. If the grant is awarded, this MOU will have an initial term of two (2) years from the date this MOU is executed by the City. This MOU may be terminated earlier upon 60 days’ written notice from any and all parties to this MOU. Similarly, any and all parties to this MOU may include addendums to add additional partners as needed and appropriate.

[SIGNATORY] [City of Jersey City]

Attest

[SIGNATORY] [The Jersey City Economic Development Corporation]
A RESOLUTION AUTHORIZING AN EXTENSION OF THE AGREEMENT WITH THE CENTER FOR COURT INNOVATION (A PROJECT OF THE FUND OF THE CITY OF NEW YORK) TO PROVIDE TECHNICAL ASSISTANCE AND TRAINING

COUNCIL

Offered and Moved Adoption of the Following Resolution:

WHEREAS, Resolution 17-909, approved on November 29, 2017 awarded an extraordinary unspecifiable services (BUS) contract in the amount of $139,925.00 to the Center for Court Innovation ("CCI") to conduct an anti-violence study in Jersey City and devise a report recommending corrective actions that the City can take to help reduce violence; and,

WHEREAS, the term of the contract was set to end on July 1, 2018; and

WHEREAS, CCI had not completed the contract work by July 1, 2018, and had not spent down the balance of the original contract award amount of $139,925.00; and

WHEREAS, from July 1, 2018 through January 31, 2019, CCI has been working to fulfill the terms of the contract and has issued invoices for the work it has completed; and,

WHEREAS, based on the current pace of CCI's work, the City of Jersey City Dept. of Health and Human Services ("HHS") anticipates that the contract work will be completed and all monies spent by January 31, 2019;

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 extend the term of the attached contract with Center for Court Innovation to provide technical assistance to HHS effective July 1, 2018 through January 31, 2019; and

2. The total remaining contract amount is $107,575.92.

I, Donna Makic, Chief Financial Officer, hereby certify that funds in the amount of $107,575.92 are available in Acct. No. 01-202-27-330-314 PO#: 131895

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

| A RESOLUTION AUTHORIZING AN EXTENSION OF THE AGREEMENT WITH THE CENTER FOR COURT INNOVATION (A PROJECT OF THE FUND OF THE CITY OF NEW YORK) TO PROVIDE TECHNICAL ASSISTANCE AND TRAINING |

Project Manager

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<tr>
<th>Department/Division</th>
<th>Health &amp; Human Services</th>
<th>Director's Office</th>
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<tbody>
<tr>
<td>Name/Title</td>
<td>Stacey Flanagan</td>
<td>Director</td>
</tr>
<tr>
<td>Phone/email</td>
<td>201-547-6800</td>
<td><a href="mailto:sflanagan@jcnj.org">sflanagan@jcnj.org</a></td>
</tr>
</tbody>
</table>

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

Contract authorized for $139,925.00 November 29, 2017 by Resolution 17-909. Of the original contract amount, only $32,198.98 was billed and paid for work through June 2018. This resolution authorizes an extension of the original contract term, and the spending of the remaining contract amount of $107,726.02 representing the amount of work to be performed July through December 2018.

Purpose: To provide the City of Jersey City with technical assistance and training on a comprehensive needs assessment and feasibility study to understand the health and community-level impact of gun violence in the city, and develop a set of community-informed recommendations for interventions rooted in a public health approach.

Cost (Identify all sources and amounts)

| $107,726.02 – money already encumbered in the HHIS’ Contractual Services line item in the Directors’ Office budget. |

Contract term (include all proposed renewals)

| July 1, 2018 to December 31, 2018 |

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: [1/18/19]
CERTIFICATE OF EMPLOYEE INFORMATION REPORT

INITIAL

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

15-JUN-2012 to 15-JUN-2019

FUND FOR THE CITY OF NEW YORK/COURT
31 GREEN STREET
NEWARK, NJ 07102

Ford M. Scudder
State Treasurer
RESOLUTION AUTHORIZING AN AGREEMENT WITH THE CENTER FOR COURT INNOVATION (A PROJECT OF THE FUND FOR THE CITY OF NEW YORK) AS AN EXTRAORDINARY, UNSPECIFIED SERVICE WITHOUT PUBLIC BIDDING TO PROVIDE TECHNICAL ASSISTANCE AND TRAINING FOR COMMUNITY VIOLENCE PREVENTION

COUNCIL OFFERED AND MOVED
ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, the City requires the technical assistance and training of a “community-based violence prevention” expert to expand upon Jersey City’s criminal justice reform and public safety agenda and develop a comprehensive needs assessment and feasibility study to understand the health and community-level impacts of violence and to develop recommendations for a comprehensive, data-driven strategy to improve system and community response to violence; and

WHEREAS, the City researched providers and found that, based upon all the information available to the City at this time, the Center for Court Innovation (“Center”), a project of the Fund for the City of New York, a corporation that the Internal Revenue Service has determined to be tax exempt under IRC 501 (c) (3), having its principal office located at 121 Sixth Avenue, New York, NY was the only provider operational in New Jersey with such expertise; and

WHEREAS, the Center has proposed to partner with the City of Jersey City, its Department of Health and Human Services, and the Jersey City Police Department to conduct a needs assessment and feasibility study to understand the health and community-level impacts of gun violence in the city, and work with stakeholders and community leaders to develop recommendations for a comprehensive, data-driven and community-focused strategy to improve system and community responses to violence; 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 Director of the Department of Health and Human Services (“HHS”) has determined and certified in writing that the value of the contract will exceed $17,500.00; and
RESOLUTION AUTHORIZING AN AGREEMENT WITH THE CENTER FOR COURT INNOVATION (A PROJECT OF THE FUND FOR THE CITY OF NEW YORK), AS AN EXTRAORDINARY, UNSPECIFIABLE SERVICE WITHOUT PUBLIC BIDDING TO PROVIDE TECHNICAL ASSISTANCE AND TRAINING FOR COMMUNITY VIOLENCE PREVENTION

WHEREAS, the Center submitted a proposal dated October 31, 2017 indicating that it will provide the services for the sum of $139,925.00; and

WHEREAS, the HHS Department Director has certified that these services qualify as extraordinary, unspecifiable services (EUS) under the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq.; and

WHEREAS, funds in the amount of $139,925.00 are available in Account No. 01-207-2.7-3.30-31; and

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

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

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 Center for Court Innovation to provide technical assistance to HHS as set forth above; and

2. The total contract amount is $139,925.00 and shall run for a period of nine months, to begin upon the date of execution of the agreement by City officials; and
RESOLUTION AUTHORIZING AN AGREEMENT WITH THE CENTER FOR COURT INNOVATION (A PROJECT OF THE FUND FOR THE CITY OF NEW YORK) AS AN EXTRAORDINARY, UNSPECIMABLE SERVICE WITHOUT PUBLIC BIDDING TO PROVIDE TECHNICAL ASSISTANCE AND TRAINING FOR COMMUNITY VIOLENCE PREVENTION

3. This contract is awarded without competitive bidding as an "Extraordinary, Unspecifiable Service" (EUS) in accordance with N.J.S.A. 40A:11-5(1)(a)(ii) of the Local Public Contracts Law because of the reasons stated in the certification attached hereto; and

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

5. A notice of this contract shall be published in a newspaper of general circulation in Jersey City within ten (10) days of the award; and

6. The resolution authorizing the award of this contract and the contract itself shall be available for public inspection; and

7. This Agreement shall be subject to the condition that the Center for Court Innovation provide satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et seq.

I, Donna Maurer, Chief Financial Officer, hereby certify that funds in the amount of $139,925.00 are available in Account No. 01-20-27-230-314, P.C. # 127187

11/17/17

Roberta R. Lavarro, Jr., President of Council

Approved 8-0

Record of Council Vote on Final Passage 11-29-17

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✓ Indicates Vote

N.V. = Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.
RESOLUTION FACT SHEET - 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

Resolutions Authorizing An Agreement with the Center for Court Innovation (A Project of the Fund for the City of New York) as an Extraordinary, Unspecified Service Without Public Bidding to Provide technical Assistance and Training.

Initiator

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<th>Health &amp; Human Services</th>
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<td>Name/Title</td>
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<td>Director</td>
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<tr>
<td>Phone/email</td>
<td>Tel.: (201) 547-6800</td>
<td><a href="mailto:sflanagan@jcnj.org">sflanagan@jcnj.org</a></td>
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Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

Center for Court Innovation (CCI), a project of the nonprofit Fund for the City of New York
Cost: Not to exceed $ 139,925.00
Period: Not to exceed 12 months

Purpose: To provide the City of Jersey City with technical assistance and training on a comprehensive needs assessment and feasibility study to understand the health and community-level impact of gun violence in the city, and develop a set of community-informed recommendations for interventions rooted in a public health approach.

I certify that all the facts presented herein are accurate.

[Signature of Department Director]  [Date]
MEMORANDUM

CERTIFICATION IN SUPPORT OF AWARDING A CONTRACT TO THE CENTER FOR COURT INNOVATION (A PROJECT OF THE FUND FOR THE CITY OF NEW YORK), AS AN EXTRAORDINARY, UNSPECIFIABLE SERVICE

DATE: November 17, 2017

TO: Municipal Council

FROM: Stacey Flanagan
Vivian Brady-Phillips

RE: EUS Contract for Technical Assistance

This is to request your approval of a resolution authorizing a contract to be executed as follows:

Firm: Center for Court Innovation (CCI), a project of the nonprofit Fund for the City of New York
Cost: Not to exceed $139,925.00
Period: Not to exceed 12 months

Purpose: To provide the City of Jersey City with technical assistance and training on a comprehensive needs assessment and feasibility study to understand the health and community-level impacts of gun violence in the city, and develop a set of community-informed recommendations for interventions rooted in a public health approach.

This is requested to be awarded without competitive bids as an Extraordinary, Unspecifiable Service (N.J.S.A. 40A:11-5(1)(a)(ii)). I do hereby certify as follows:

1. Provide a clear description of the work to be done.

Despite decreasing overall crime trends, gun violence remains a troubling and complex public health challenge nationally as well as here in Jersey City. Across the country, a growing alliance of stakeholders—law enforcement, epidemiology, juvenile justice and others—have begun to recognize that violence is learned and preventable, and that data-driven and collaborative efforts can identify risk and protective factors. The Jersey City Department of Health and Human Services (HHS), has begun to pilot public health strategies to address
gun violence through various initiatives that engage local community groups and other stakeholders. However, to implement a broader system-wide strategy, HHS requires the assistance of an expert in the field who can help assess the challenges facing our highest-crime neighborhoods and develop responses informed by successful national models.

Working in collaboration with the Mayor’s Office and Jersey City Police Department, HHS seeks to undertake a comprehensive needs assessment and feasibility study that will: identify community priorities, analyze crime incident and other relevant data to better understand patterns of violence and who both the victims and perpetrators are, identify system priorities, map community resources, and issue a report that includes data-driven recommendations and a timeline for proposed interventions.

2. Describe in detail why the contract meets the provisions of the statute and rules:

The entity providing technical assistance for the community antiviolence needs assessment and feasibility study must be 1) well-versed in such work, 2) have expertise in the design of innovative approaches to public safety problems and violence prevention initiatives (including public health approaches to gun violence), 3) have experience in community engagement strategies including community survey design, and 4) have a familiarity with Jersey City.

CCI, the proposed contractor, is uniquely qualified to provide technical assistance and training regarding community engagement and to conduct needs assessments and feasibility studies focused on violence prevention. CCI, a project of the nonprofit Fund for the City of New York, conceives, plans, and operates programs that seek to test new ideas, solve difficult problems, and achieve system change. CCI’s projects include community-based violence prevention projects, alternatives to incarceration, reentry initiatives, and court-based programs that reduce the use of unnecessary incarceration and promote positive individual and family change. CCI currently operates multiple community-based violence prevention projects, including four Save Our Streets sites, which replicate the CURE Violence model, a public health approach to reducing gun violence in targeted neighborhoods.

Over the last two decades, CCI has worked nationally and internationally with numerous jurisdictions, including Jersey City. In 2016, Jersey City first contracted with CCI to provide technical assistance to launch Jersey City’s youth court program (CCI operates New Jersey’s only other youth court program in Newark, NJ). CCI also provides ongoing technical assistance to the Jersey City Municipal Court to plan and implement the second community court in the state of New Jersey. This work is supported by a community court grant from the U.S. Department of Justice’s Bureau of Justice Assistance, which selected CCI to provide technical assistance to all 10 municipalities awarded this competitive national grant. In addition, CCI has provided assistance and guidance
Personnel

**Jethro Antoine, Director of New Jersey Programs**

Jethro Antoine will oversee the project, providing his expertise on New Jersey criminal justice programs, needs assessment and feasibility studies and community engagement. Mr. Antoine is the Center for Court Innovation’s Director of New Jersey Programs. Mr. Antoine previously served as the first Planner and Project Director at the Center’s Newark Community Solutions. Mr. Antoine received his BA from New York University, JD from New York Law School, and Masters of Public Administration from Columbia University. Working at an annual salary of $146,900, Mr. Antoine will dedicate 10% of his time to the project for a nine-month period, for a cost of $11,018.

**Ife Charles, Coordinator, Anti-Violence Programs**

Ife Charles will assist with anti-violence program development deliverables, such as identifying community priorities and community outreach. Ms. Charles is the Center for Court Innovation’s Coordinator for Anti-Violence Programs. Ms. Charles previously served as the Deputy Director at the Center for Court Innovation’s Crown Heights Community Mediation Center. Ms. Charles received her BA from Nyack College. Working at an annual salary of $101,300, Ms. Charles will dedicate 10% of her time to the project for a nine-month period, for a cost of $7,598.

**Medina Henry, Associate Director, Technical Assistance**

Medina Henry will assist with all technical assistance deliverables, such as identifying system priorities and mapping community resources. Ms. Henry is the Associate Director of Technical Assistance at the Center for Court Innovation. Ms. Henry previously served as the Planning Coordinator at the Red Hook Community Justice Center. Ms. Henry received her BA from Hunter College and Master in Public Administration from Baruch College. Working at an annual salary of $84,900, Ms. Henry will dedicate 15% of her time to the project for a nine-month period, for a cost of $9,551.

**Planner, TBD**

The Planner will assist with all project deliverables, such as mapping community resources, identifying system priorities, and producing a final report. Working at an annual salary of $60,000, the Planner will dedicate 60% of his/her time to the project for a nine-month period, for a cost of $27,000.

**Josy Hahn, Senior Research Associate**

Josy Hahn will be responsible for the design and execution of the project’s research components, including data analysis to assess how frequently violence occurs, where it occurs, trends, and identities of victims and perpetrators. Dr. Hahn is the Senior Research Associate at the Center for Court Innovation. She previously served as the Research Associate at the Vera Institute of Justice. Dr. Hahn received her BA from Princeton University, Master of Public Health in Urban Health Administration from University of Medicine and Dentistry of New Jersey, and her PhD in Public Health from Harvard University. Working at an annual salary of $87,500, Dr. Hahn will dedicate 35% of her time to the project for a nine-month period, for a cost of $22,969.
Umameheswari Jayapalan, Lead Information Architect
Umameheswari Jayapalan will assist with analyzing and collecting data. Ms. Jayapalan is the Lead Information Architect at the Center for Court Innovation. Ms. Jayapalan has previously worked as a Software Engineer at Value Source Technologies in India. Ms. Jayapalan received her BS from the Anna University's College of Engineering and Masters in Information Technology from Rutgers University. Working at an annual salary of $96,500, Ms. Jayapalan will dedicate 5% of her time to the project for a nine-month period, for a cost of $3,619.

Fringe Benefits
Fringe Benefits for full-time employees are assessed at 32% of salaries and wages and consist of FICA at 7.07%, Health Insurance at 13.60%, Pension at 8.75%, Unemployment Insurance at 0.85%, Long and Short-Term Disability at 0.68%, Life Insurance and Accidental Death and Dismemberment at 0.77%, Transit Check at 0.13%, and Workers' Compensation at 0.15%. With total personnel costs of $81,754, the fringe benefits will cost $26,161.

Subtotal Personnel: $107,915

Other Than Personnel Costs
Travel
The Center has budgeted $116 for three staff members to travel to and from Jersey City. Travel costs are calculated as follows: $2.75/PATH ride x 3 staff x 14 rides.

Office Supplies
The Center requests $587 for office supplies, printing, and postage over the nine-month project period. These supplies are budgeted based upon prior years of operational experience at $580/project FTE per year, which includes the costs of copy and fax paper, postage, copier toner, fax drums, writing pads, pens, pencils, file folders, binders, paper clips, post-its, etc. With 1.35 FTEs working on the project, the total costs will be $587 ($580/FTE/12-months x 1.35 FTE x 9/12 months = $587).

Rent
Dedicated project staff will be based in the Center's headquarters in Manhattan. Rent per FTE is calculated as follows: lease for 520 Eighth Ave, 18th Fl & 10th Fl, 24,500 sq ft): $888,000 per yr/111 = $8,000/pp @ 100% FTE. With 1.35 FTE dedicated to the project during the nine-month project period, rent will be $8,100 ($8,000/FTE/12-months x 1.35 FTE x 9/12 months).

Office Occupancy Costs
Office occupancy costs for staff working at the Center's headquarters in Manhattan are estimated, based on prior fiscal year actual costs and contracted costs for office services. These estimates are used to calculate the annual office occupancy cost per FTE for an average of 111 full-time staff who work out of the Center's headquarters.
- Repairs & Maintenance (cleaning, trash removal, exterminator, security, HVAC): $73,260 per yr/111 = $660/pp @ 100% FTE;
- Equipment Rental & Maintenance (copiers, fax machines, postage meter, water coolers): $28,860 per yr/111 = $260/pp @ 100% FTE;
With 1.35 FTE dedicated to the project during the nine-month project period, estimated office occupancy costs will total $932.

**Utilities**

Electricity costs for dedicated project staff based in the Center's headquarters in Manhattan are calculated for the nine-month project period as follows: $66,600 per yr / 111 = $600/pp @ 100% FTE. With 1.35 FTE dedicated to the project during the nine-month project period, utilities will total $608.

**Telephone and Internet Service**

Telephone and internet services for dedicated project staff based in the Center's headquarters in Manhattan are calculated for the nine-month project period as follows: $35,520 per yr / 111 = $320/pp @ 100% FTE. With 1.35 FTE dedicated to the project during the nine-month project period, telephone and internet service will total $324.

**Indirect Costs**

The National Center for Civic Innovation charges each grant or contract an administrative fee of 18% for personnel and payroll services, grant administration, accounting, annual audit fees, and fiscal oversight. The 18% administrative fee is charged each month on total program expenses (Personnel, OTPS and subcontracts up to $25,000). Calculated against total direct costs of $118,580, indirect costs will amount to $21,345.

*Subtotal Other Than Personnel Costs: $32,010*

*Total Project Costs: $139,925*
**Fund for the City of New York: Center for Court Innovation**

**Jersey City**

**Jersey City Violence Reduction**

**9-Month Period**

### PERSONNEL

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<th>Name</th>
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<th>Salary</th>
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<tr>
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<td>11,018</td>
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<tr>
<td>Coordinator, Anti-Violence Programs</td>
<td>I. Charles</td>
<td>10%</td>
<td>7,686</td>
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<td>Associate Director, Technical Assistance</td>
<td>M. Henry</td>
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<td>Planner</td>
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<td>Sr. Research Associate</td>
<td>J. Hahn</td>
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<td>Lead Information Architect</td>
<td>U. Jayapalan</td>
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**Subtotal** 81,754

**Fringe @ 32%**

26,161

**TOTAL PERSONNEL**

107,915

### OTPS

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<td>RENT</td>
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<td>UTILITIES</td>
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<td>INDIRECT COSTS @ 18%</td>
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</table>

**TOTAL OTPS**

32,010

**TOTAL**

139,925
Project Description

Overview
New Jersey has become a leader in criminal justice reform in recent years. In 2011, the state opened its first community court—Newark Community Solutions. Since then, Jersey City, under the leadership of Mayor Steven Fulop, has continued to carry the banner of reform, launching New Jersey’s second youth court and taking on the challenge of implementing a community court with the support of the Justice Department’s Bureau of Justice Assistance and the Center for Court Innovation. These actions reflect Jersey City’s commitment to reducing the community’s reliance on ineffective fines and expensive short-term jail sentences while also building public confidence in justice. In his 2014 State of the City address, Mayor Fulop noted, “To flourish, a city must be safe. To prosper, its people must feel secure. There is no greater responsibility than the safety of our community.” With this momentum, the timing is ripe to expand upon Jersey City’s criminal justice reform and public safety agenda and develop a comprehensive assessment of and response to community violence.

Identifying the Problem
Despite decreasing overall crime trends, violence still plagues communities across the country. In 2011, homicide was the third leading cause of death among all youth—15 to 24 years old—as well as the second leading cause of death for Hispanic youth and the most common cause of death for African-American youth. The violence that persistently kills minority youth deprives families of promising futures, affects the health and safety of entire communities, and continues to be among the nation’s most complex problems. In Jersey City, the figures similarly reflect a troubling trend, while Jersey City saw two fewer homicides in 2016 than in the prior year, nonfatal shootings rose from 69 in 2015 to 80 in 2016. In 2014, there were 59 nonfatal shootings.

In many communities, including Jersey City, a growing alliance of stakeholders from across sectors—law enforcement, epidemiology, juvenile justice, and others—are looking for solutions in the public health sector. The idea of violence as a public health problem is not new; in 1979, the U.S. Surgeon General first identified violence as a key public health priority. Since then, the Centers for Disease Control has promoted this perspective through the creation of a Division of Violence Prevention and the development of multiple initiatives designed to identify and reduce the risk factors of violence. Underlying this approach is the idea that violence is learned and preventable through collaborative, data-driven efforts designed to identify risk and protective factors and develop and test responsive strategies.

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In recent years, other fields have seen the value in this approach. Several barriers stand in the way of integrating policing and public health agencies—different agencies have different values and different vocabularies, impeding collaboration even when agencies share similar goals. Other barriers are practical—e.g., getting the right partners at the table, aligning funding streams, or sharing information from different sources.

Some jurisdictions have implemented innovative public health approaches to violence in partnership with law enforcement. For example, in New Jersey there have been several local attempts to craft innovative responses to gun violence. In Newark, the city launched the Newark Greater Safer City Initiative in 1999 and Operation Ceasefire, based on the Boston Ceasefire model, in 2005. The Boston Ceasefire model emphasizes a focused deterrence strategy highlighted by collective accountability and the importance of "pulling levers"—by reaching out directly to gangs, saying explicitly that violence would no longer be tolerated, and backing up that message by pulling every lever legally available when violence occurred. However, the Newark Ceasefire project did not employ this strategy. Its implementers ultimately decided that Newark gangs and groups lacked the organizational structure or cohesiveness that would warrant such an approach.

From 2013-14, Newark operated Newark Hotspot, an initiative supported by funding from the Department of Justice’s Office of Juvenile Justice and Delinquency Prevention, which married elements of the Boston Ceasefire and Chicago Cure Violence models. The program’s goals included reducing shootings and homicides among the most at-risk individuals in crime “hot spots” designated by the Newark Police Department, provide outreach and comprehensive case management to help ensure that individuals who choose to reject violence are fully supported, and mobilize the community to participate in activities designed to change local norms towards gun violence and implement community responses to shootings. The Center for Court Innovation’s Newark Community Solutions provided the technical assistance, case management, and outreach services for the Newark Hotspot.

In 2014, the City of Camden launched Cure4Camden. The program implemented a community-based violence intervention modeled on Cure Violence model to stop shootings and violence. Cure4Camden used methods and strategies associated with disease control: detecting and interrupting conflicts, identifying and treating high-risk individuals, and changing social norms.

In light of the momentum for a focused response to community violence in Jersey City and across the state, the Center for Court Innovation proposes to partner with the City of Jersey City, its Department of Health, and the Jersey City Police Department to conduct a needs assessment and feasibility study to understand the health and community-level impacts of gun violence in the city, and work with stakeholders and community leaders to develop recommendations for a comprehensive, data-driven and community-focused strategy to improve system and community responses to violence.
Needs Assessment and Feasibility Study

Translating lofty goals and ambitious plans into concrete programs on the ground is never easy. Any effort to create an effective strategy that responds to Jersey City’s rich and complex dynamics must be rooted in a deep understanding of local needs, priorities, resources, and deficits. The project would unfold in four stages:

(1) Identifying community priorities – Based on initial outreach, the project team would convene a minimum of three focus groups of specific audiences of interest (e.g., public housing residents, merchants, young adults). These focus groups will be designed to solicit feedback on what factors protect people or put them at risk for experiencing or perpetrating violence in their community.

(2) Data analysis – The Center’s research department would participate in all needs assessment meetings and aid project staff in identifying and developing tracking systems for relevant indicators of community violence. The team would work with city government, criminal justice agencies, public health agencies, education, and other sources to assemble and analyze available data such as demographics, number of violence related behavior, injuries, deaths, and quality of life metrics. This data can demonstrate how frequently violence occurs, where it occurs, trends, and who the victims and perpetrators are. This will help stakeholders define the violence plaguing Jersey City and its scope. The Center’s research staff would also implement a street intercept community survey designed to elicit resident views of problems related to violence and community-wide collective efficacy.

(3) Identifying system priorities – The project team would have additional in-depth discussions with representatives from relevant agencies, including the judiciary, prosecutors, defense bar, and probation. These semi-structured interviews would aim to supplement the above data analysis to complete the picture of Jersey City’s most pressing concerns regarding its violence prevention strategies.

(4) Mapping community resources – Over the last two years, Jersey City has done a fair bit of resource mapping to identify community assets, such as civic associations, social service agencies, schools, and faith organizations that can serve as potential resources or partners in problem-solving initiatives. Naturally, those efforts will set the stage for opportunities for partnerships, the identification of shared goals, and improved service alignment and coordination across systems. If necessary, we will augment those efforts and engage systems or agencies that were not included in the City’s efforts.

(5) Report – As a final product, the project team would prepare a report that documents local needs, priorities, resources, recommendations on violence prevention strategies and where prevention efforts should be focused. The report would include a draft implementation plan, timeline, and budget for how the project could be taken forward. Project staff would present the report to appropriate city and community leadership.
Timeline
Project staff propose a 9-month assessment period, with the final report completed and presented in Month 9, as follows:

- Months 1-3: Identify and collect available data sets; Identify stakeholders for in-depth interviews; Schedule community focus groups
- Months 4-6: Conduct interviews and focus groups with community members and key stakeholders
- Months 7-8: Analyze data; conduct follow up research as needed
- Month 9: Complete final report and present findings to court and city leadership

Budget Detail
The total cost for creating and implementing the proposed feasibility study would be $139,925, which would cover personnel, travel, and other project supplies. A detailed breakdown of costs and expenses is attached to this proposal as Attachment A.

About the Center for Court Innovation: Recipient of the Innovations in American Government Award from Harvard University’s Kennedy School of Government and the Ford Foundation, the Center for Court Innovation (www.courtinnovation.org) is uniquely qualified to provide technical assistance regarding community engagement, needs assessment and feasibility studies, particularly when it comes to community courts and community justice. Over the last two decades, the Center for Court Innovation has worked nationally and internationally with countless jurisdictions to improve public confidence in justice and spark new thinking about how courts operate, how they solve problems, and how they engage with citizens.

The Center serves victims of crime in both court and community-based settings directly and through training and expert assistance. The Center operates multiple community-based violence prevention projects, including four Save Our Streets (S.O.S.) sites. The Save Our Streets program is a replication of the Cure Violence model, which uses a public health approach to reducing gun violence in a targeted neighborhood. A 2013 process and impact evaluation suggested that following the implementation of S.O.S., gun violence in Crown Heights was 20% lower than what it would have been had gun violence trends mirrored those of similar, adjacent precincts. In addition to the S.O.S. programs, in 2012 the Center launched a multi-prong anti-violence project in Brownsville, Brooklyn, with the support of a U.S. Department of Justice Byrne Criminal Justice Innovation grant. In launching all its place-based projects, the Center begins with establishing a strong relationship with residents and neighborhood leaders, ensuring that they have a voice in project planning and implementation. For example, during the planning period for the Brownsville Anti-Violence Project, staff conducted a community-wide survey about residents’ perspective on safety and the most pressing needs of the community, convened local CBOs were in a series of stakeholders planning meetings, and convened a youth advisory

board comprised of young people from the neighborhood who lead the development of public education materials.

The Center works with municipalities, state governments, agencies and judges across the United States, providing them with hands-on assistance as they work to improve courts and communities. Although it is a non-profit organization, the Center’s business model is straight from the private sector – it functions like a private consulting firm that assists client with strategic visioning and program design and implementation.

The Center for Court Innovation’s headquarters is located at 520 Eighth Avenue, 18th Floor, New York, NY, 10018. The contact for this proposal is Jethro Antoine, Director of New Jersey Programs, Center for Court Innovation, 646-386-5920, antoinej@courtnovation.org.
## INVOICE / EXPENSE STATEMENT

**Center for Court Innovation, Fund for the City of New York**  
City of Jersey City  
Jersey City Violence Reduction

**Budget Period:** 3/1/2018-11/30/2018  
**Reporting Period:** 7/1/18-9/30/18

### Personnel

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<th>Actual Expenses 7/1-9/30/18</th>
<th>Total</th>
<th>Funds Available</th>
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**Subtotal Personnel:** 85,665.00  
**Fringe @ 32%**  
**Total Personnel:** 113,077.80

### OTPS

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**Total OTPS:** 5,503.00  
**Indirect Cost:** 21,344.20  
**Total:** 139,925.00

**Total Expenses for 7/1-9/30/18 = $53,787.96**

---

I certify to the best of my knowledge and belief that this report is correct and that all expenses are for the purposes set forth in the award documents.

Mary McCormick  
President

**Please send payment to:**  
Attn: Ni Yan  
Fund for the City of New York  
121 Avenue of the Americas - 6th Floor  
New York, NY 10013

Date: 11/20/2018
### Detail Expense Report September 2018

% FY elapsed: 100

2-002-003-034 CCI-NCS-Jersey City Violnc Redctn TA

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**TOTAL OTPS:** 703.17

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**TOTAL PROJECT COSTS**

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| IDC: CCI Overhead                | 900-010    | 984.88    | 984.88      |

**TOTAL PROJECT COSTS** 12,912.85 12,912.85
**FUND FOR THE CITY OF NEW YORK / NATIONAL CENTER FOR CIVIC INNOVATION**

Detail Expense Report July 2018  
% FY elapsed: 83

2-002-003-034 CCI-NCS-Jersey City Violnc Redctn TA

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**TOTAL PROJECT COSTS**

9,845.00

Run: 11/21/2018 at 2:29 PM
A RESOLUTION AUTHORIZING THE EXECUTION OF A THIRD AMENDMENT TO AN AGREEMENT WITH A.R. JAMES & COMPANY, LTD D/B/A A.R. JAMES MEDIA TO CONSTRUCT AND MAINTAIN BUS SHELTERS AND APPROVING TWO NEW SITES FOR THE INSTALLATION OF A BUS SHELTER

WHEREAS, the City of Jersey City ("City") and AR James & Company, LTD, t/a A.R. James Media ("AR James") entered into a contract dated July 24, 2014, whereby AR James provides for the installation and maintenance of numerous bus shelters throughout the City (the "City/AR James Agreement"); and

WHEREAS, Resolution 15-287 approved on April 22, 2015 amended the City's contract (First Amendment) with AR James to include the County of Hudson ("County") as a party to the contract so that bus shelters could be installed in public rights-of-way that are under the County’s jurisdiction; and

WHEREAS, the City authorized a Second Amendment to the Agreement on July 19, 2017 approving the installation of a bus shelter on Kennedy Boulevard at Brooks Place, near-side; and

WHEREAS, AR James, the City and the County agree that a new bus shelter should be installed on Kennedy Boulevard southbound at McAdoo Avenue far-side and on Kennedy Boulevard southbound at Ege Avenue near-side; and

WHEREAS, the City wishes to (1) approve the installation of the bus shelter, and (2) authorize all other actions necessary for the installation of the bus shelter.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF JERSEY CITY that the installation of the bus shelter on Kennedy Boulevard southbound at McAdoo Avenue far-side and on Kennedy Boulevard southbound at Ege Avenue near-side is approved;

BE IT FURTHER RESOLVED, that the submission of an Application for Occupancy to Hudson County Engineering for the bus stop on Kennedy Boulevard is hereby authorized and approved;

BE IT FURTHER RESOLVED, that the Mayor or Business Administrator is authorized to execute the Third Amendment of Agreement attached hereto;

BE IT FURTHER RESOLVED that a certified copy of this Resolution be forwarded to:

1. AR James Media

APPROVED:  
[Signature]  
Director of Traffic & Transportation

APPROVED:  
[Signature]  
Municipal Engineer

APPROVED:  
[Signature]  
Business Administrator

APPROVED AS TO LEGAL FORM:  
[Signature]  
Corporation Counsel

CERTIFICATION:  
□ Certification Required  □ Not Required  
APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 1.24.19

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<td>✓</td>
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<td>✓</td>
<td>BOGGIANO</td>
<td>✓</td>
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<td>WATERMAN</td>
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<td>LAVARRO, PRES.</td>
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✓ Indicates Vote  
N.V.-Not Voting (Abstain)

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

[Signature]  
Antonio R. Lavaro, 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 Resolution

A RESOLUTION AUTHORIZING THE EXECUTION OF A THIRD AMENDMENT TO AN AGREEMENT WITH A.R. JAMES & COMPANY, LTD D/B/A A.R. JAMES MEDIA TO CONSTRUCT AND MAINTAIN BUS SHELTERS AND APPROVING A NEW SITE FOR THE INSTALLATION OF A BUS SHELTER

Project Manager

<table>
<thead>
<tr>
<th>Department/Division</th>
<th>Administration</th>
<th>Engineering, Traffic and Transportation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name/Title</td>
<td>Andrew Vischio, PE, at the request of the Resident Response Center on behalf of a Constituent for the shelter on Kennedy Boulevard at McAdoo Avenue and at the request of the Office of the County Engineer on behalf of Freeholder William O'Dea for the shelter on Kennedy Boulevard at Ege Avenue</td>
<td>Director of Traffic &amp; Transportation</td>
</tr>
<tr>
<td>Phone/email</td>
<td>201.547.4419</td>
<td><a href="mailto:AVischio@jcnj.org">AVischio@jcnj.org</a></td>
</tr>
</tbody>
</table>

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

Contract Purpose

Resolution 14.152, approved on March 12, 2014, awarded a contract pursuant to the Competitive Contracting Law to A.R. James & Company, Ltd. d/b/a A.R. James Media to construct and maintain bus shelters that include advertising space at various locations throughout Jersey City. Resolution 15.287, approved on April 22, 2015, amended the contract to include the County of Hudson ("County") as a party so that bus shelters could be installed on Kennedy Blvd. which is under the County's jurisdiction. This resolution authorizes the installation of an additional bus shelter at a location on Kennedy Blvd.

Cost (Identify all sources and amounts)  
Not Applicable

Contract term (include all proposed renewals)  
Five Years effective August 1, 2014

Type of award  
Competitive Contracting

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.

[Signature]  
Director of Traffic & Transportation  
[Date]

[Signature]  
Signature of Department Director  
[Date]
ADDENDUM

This addendum (this "Addendum"), dated this 24th day of January 2019, is made by and among AR James & Company, Ltd., a New Jersey corporation, t/a A.R. James Media ("AR James"), the City of Jersey City ("Sponsor"), and the County of Hudson, State of New Jersey ("Co-Sponsor"), to amend the Agreement by and among AR James, the Sponsor and Co-Sponsor, dated June 9, 2015, for the Installation and Maintenance of Bus Shelters on County Roads (the "Agreement").

WITNESSETH:

WHEREAS, the parties hereto desire to amend the Agreement to provide for two additional bus shelter sites located on County roadways.

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

1. Exhibit B of the Agreement is hereby amended to add the following bus shelter locations:

   On Street: JFK Boulevard (CR 501)
   At Cross Street: McAdoo Avenue
   Traffic Direction: South

   On Street: JFK Boulevard (CR 501)
   At Cross Street: Ege Avenue
   Traffic Direction: South

2. The remainder of the terms and conditions set forth in the Agreement remain in full force and effect and are legally binding on the parties hereto and thereto.

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

ATTEST: CITY OF JERSEY CITY

CITY OF JERSEY CITY

By: ________________

ATTEST: COUNTY OF HUDSON,

CITY OF JERSEY CITY

STATE OF NEW JERSEY

By: ________________

ATTEST: AR JAMES & COMPANY, LTD.

AR JAMES & COMPANY, LTD.

By: ________________
### Exhibit C - Jersey City Bus Shelter Locations / County Roads (Phase 1)

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<th>Traffic Direction</th>
<th>Assigned Stop #</th>
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<td>CULVER AVENUE</td>
<td>SOUTH</td>
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<td>CTY RD 501 JFK BLVD W</td>
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<td>HUTTON STREET</td>
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### Jersey City Bus Shelter Locations / County Roads (Phase 2)

<table>
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<th>Assigned Stop #</th>
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<td>CTY RD 501 JFK BLVD</td>
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Revisions & Notes

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<tr>
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<td>Sidewalk Needs Concrete Repairs</td>
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Legend

- Sun: Left Light
- Fire Hydrant
- Red: Right Light
- Green: Right Signal
- Yellow: Right Signal
- White: Left Signal

Proposed Shelter

Municipality: Jersey City
Utility Company: PSE&G

AR JAMES & CO. LTD
1000 Woodbridge Center Dr. Suite 212
Woodbridge, NJ 07095

This Bus Shelter is to be maintained by AR JAMES & CO. LTD (AR JAMES MEDIA)

JFK Blvd @ McAdoo Ave

Right of Way: JFK Blvd
Contact Person: 6/28/2017
Approved By: 3132-36 JC
Approved By: JDK
Our Lady of Victories Church
2217 JFK Blvd.

Revisions & Notes

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<th>Rev.</th>
<th>Description</th>
<th>Date</th>
<th>App. By</th>
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</table>

Municipality
Jersey City
PSE&G

Utility Company

Contact Person

Abutting Owner

Right of Way

Shelter Type
5x9
Flat Ad Box

Approved By

Drawn By

Legend

Street Light

Fire Hydrant

Utility Pole

Main Hole

Tree

Bus Stop Sign

Traffic Light

Proposed Shelter

JFK Blvd. SB @ Ege Ave.

AR JAMES & CO. LTD
1000 Woodbridge Center Dr. Suite 212
Woodbridge, NJ 07095

This Bus Shelter is to be maintained by AR JAMES & CO. LTD
AR JAMES MEDIA

JDK
RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO DELL MARKETING L.P., FOR THE PURCHASE AND DELIVERY OF OPTIPLEX COMPUTERS UNDER STATE CONTRACT FOR THE DEPARTMENT OF PUBLIC SAFETY, COMMUNICATIONS CENTER

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, the Department of Public Safety, Communications Center needs to replace computers that are old, and past any attempts for upgrade or repairs; 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 a City Council authorization for contracts exceeding $40,000.00; and

WHEREAS, Dell Marketing L.P., One Dell Way, RR8 box 8715, Round Rock, Texas 78681 is in possession of State contract A89967, and will provide Optiplex computers for a total contract amount of forty one thousand, one hundred eighty four dollars ($41,184.00); and

WHEREAS, funds are available for this contract in the Operating Account:

<table>
<thead>
<tr>
<th>Acct #</th>
<th>P.O. #</th>
<th>State Contract</th>
<th>Total Contract</th>
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<td>A89967</td>
<td>$41,184.00</td>
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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 award to Dell Marketing L.P., in the amount of $41,184.00 for the purchase and delivery of Optiplex computers is authorized.

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

3. The term of the contract will be completed upon the delivery of goods and services.

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

(Continued to page 2)
RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO DELL MARKETING L.P. FOR THE PURCHASE AND DELIVERY OF OPTIPLEX COMPUTERS UNDER STATE CONTRACT FOR THE DEPARTMENT OF PUBLIC SAFETY, COMMUNICATIONS CENTER

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

WHEREAS, funds are available for this contract in the Operating Account:

<table>
<thead>
<tr>
<th>Acct #</th>
<th>P.O. #</th>
<th>State Contract</th>
<th>Total Contract</th>
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<td>131999</td>
<td>A89967</td>
<td>$41,184.00</td>
</tr>
</tbody>
</table>

Approved by: Peter Palgado, Director of Purchasing
RPPO/QPA

January 8, 2019
Date

APPROVED:

APPROVED AS TO LEGAL FORM

Certification Required ☑
Not Required ☐

APPROVED 8-1

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 1.24.19

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<th>AYE</th>
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<th>N.V.</th>
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<th>N.V.</th>
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<td>✓</td>
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<td>✓</td>
<td></td>
<td>✓</td>
<td>Boggiano</td>
<td>✓</td>
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<td>ROBINSON</td>
<td>✓</td>
<td></td>
<td>✓</td>
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</table>

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

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

Rodrigo R. Lavarro, Jr., President of Council
Robert Byrne, City Clerk
RESOLUTION FACT SHEET
This summary sheet is to be attached to the front of any resolution that is submitted for 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 DELL MARKETING L.P. FOR THE PURCHASE AND DELIVERY OF OPTIPLEX COMPUTERS UNDER STATE CONTRACT FOR THE DEPARTMENT OF PUBLIC SAFETY, COMMUNICATIONS CENTER

Initiator

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<th>Department/Division</th>
<th>Public Safety</th>
<th>Communications &amp; Technology</th>
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<tr>
<td>Name/Title</td>
<td>Robert Baker, Sr.</td>
<td>Director</td>
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<tr>
<td>Phone/email</td>
<td>201-547-5449</td>
<td><a href="mailto:rbakersr@njcris.org">rbakersr@njcris.org</a></td>
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</table>

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

Resolution Purpose

Replacing PC's across Public Safety that are 7 years old. These PC's are running Windows XP which is no longer supported by Microsoft and presents a Cyber risk to the network.

I certify that all the facts presented herein are accurate.

Signature of Department Director

Date

Peter Polardo, Director of Purchasing
RPPQ,DPA

Date
Welcome to the New Jersey State Store

NASPO ValuePoint 2015-2020 Master Price Agreement for Computer Equipment, Peripherals, and Related Services

The pricing in the state store listed below is reflective of NASPO ValuePoint Contract # MVWME-100. Please include the State Contract Number 89867 and Contract Code WJ134GW on all Purchase Orders.

- Master Price Agreement
- New Jersey Participating Addendum
- Product and Services Schedule (PSS) - Dell branded Products
- Product and Services Schedule (PSS) - 3rd Party Products
- PSS User Instructions
- Enter New Jersey Store

Additional information regarding the state of New Jersey:
- New Jersey Sales Contacts
- Contract Authorization Reminders
- Third Party Product Warranty Escalations
- Dell-branded Product Warranty Support
- To check order status, click the “Order Status” link above, or call Customer Care based on your customer type:
  - Higher Education = 800-274-7799
  - K-12 = 888-977-3355
  - State & Local Government = 888-981-3305
  - E-rate SPIN Number: 143004340

© Back to State & Local Government Homepage
# Multi-State Contract

**Computer Equipment, Peripherals & Related Services**

**Buyer:** James E Strype  
**Phone:** (609) 341-2877  
**Contractor:** Dell Marketing LP

<table>
<thead>
<tr>
<th>VENDOR NO.</th>
<th>VENDOR PHONE</th>
<th>FEIN/SSN</th>
<th>AGENCY REQ NO.</th>
<th>PURCH REQ NO.</th>
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<tr>
<td>7424855460</td>
<td>(800)3991-3355</td>
<td>742616085</td>
<td>PROCUREMENT BUREAU</td>
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**Term Contract From:** 03/30/17  
**Expiration Date:** 03/31/20

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<tr>
<th>CONTRACT BEGINNING ORDERING PERIOD IS:</th>
<th>CONTRACT ENDING ORDERING PERIOD IS:</th>
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</thead>
<tbody>
<tr>
<td>10/01/15</td>
<td>03/31/20</td>
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</tbody>
</table>

**Contract Price:** $2,605,865.65

### Report

1. **Ordering Period:** Contract beginning ordering period is: 10/01/15. Contract ending ordering period is: 03/31/20.
2. **F.O.B. Point:** Destination.
3. **Delivery:** Delivery will be made within 30 days and unless specified differently on each line or unless an alternate delivery schedule is indicated. An alternative delivery schedule is enclosed herein: no.
4. **Cash Discount Terms:** Cash discount terms are 0.00% after 00 days.
5. **Performance Bond:** Performance bond required: no; date required: 00/00/00; percent of contract: 0.00%.
6. **Retainage:** Retainage percent is 0.00%.
7. **Cooperating Procurement:** This contract is available for political subdivision use under the cooperative procurement program.
8. **Bid Reference No.:** Your bid reference number is:
9. **Awarded Lines:** These lines are included as a part of this contract. You were awarded 5 lines from co-op reference #.

All terms and conditions as a part of solicitation number 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.

Buyer Date: 3/31/2017  
Director Date: 4/3/2017

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
A quote for your consideration!

- Based on your business needs, we put the following quote together to help with your purchase decision. Please review your quote details below, then contact your sales rep when you're ready to place your order.

Quote number: 300030653498.1

Company name:
CITY OF JERSEY CITY

Sales rep information:
Derek Williamson
Derek.Williamson@Dell.com
(800) 456-3355
Ext: 5139658

Customer number:
69796111

Billing Information:
CITY OF JERSEY CITY
394 CENTRAL AVE 2ND FL
JERSEY CITY, NJ 07307-2808
US
(201) 547-4442

Quote date: Nov. 8, 2018
Quote expiration: Dec. 8, 2018
Deal ID: 16875760

Customer number: 69796111

Phone: (201) 547-4442

Pricing Summary

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<th>Item</th>
<th>Qty</th>
<th>Unit Price</th>
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<tbody>
<tr>
<td>OptiPlex 5260 AIO</td>
<td>40</td>
<td>$1,029.60</td>
<td>$41,184.00</td>
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Subtotal: $41,184.00
Shipping: $0.00
Environmental Fees: $0.00
Non-Taxable Amount: $41,184.00
Taxable Amount: $0.00
Estimated Tax: $0.00
Total: $41,184.00

Please contact your DFS Sales Representative for customers.
Dear Customer,

Your Quote is detailed below; please review the quote for product and information accuracy. If you find errors or desire certain changes please contact me as soon as possible.

Regards,
Derek Williamson

Order this quote easily online through your Premier page, or if you do not have Premier, using Quote to Order.

<table>
<thead>
<tr>
<th>SKU</th>
<th>Description</th>
<th>Qty</th>
<th>Unit Price</th>
<th>Subtotal</th>
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<td>$41,184.00</td>
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<td>340-ABIG</td>
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<td>Screw for M.2 SATA SSD</td>
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<td>401-AANH</td>
<td>No Additional Hard Drive</td>
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<td>490-BBFG</td>
<td>Intel Integrated Graphics, Dell OptiPlex</td>
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<td>379-BCCY</td>
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<td>525-BBCL</td>
<td>SupportAssist</td>
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<td>640-BBLW</td>
<td>Dell(TM) Digital Delivery Cirrus Client</td>
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<td>658-BBMR</td>
<td>Dell Client System Update (Updates latest Dell Recommended BIOS, Drivers, Firmware and Apps)</td>
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<td>658-BBBR</td>
<td>Waves Maxx Audio</td>
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<td>658-BCLU</td>
<td>Dell Developed Recovery Environment</td>
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<td>Energy Star</td>
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<td>650-AAAM</td>
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<td>632-BBBJ</td>
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<td>329-BBJL</td>
<td>TPM Enabled</td>
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<td>450-AAOJ</td>
<td>System Power Cord (Philipine/TH/US)</td>
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<td>461-AABF</td>
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<td>409-BBCF</td>
<td>No Intel Rapid Start or Smart Connect</td>
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<tr>
<td>800-BBIO</td>
<td>Desktop BTO Standard shipment</td>
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<tr>
<td>989-3449</td>
<td>Thank you choosing Dell ProSupport. For tech support, visit //support.dell.com/ProSupport or call 1-866-516-3115</td>
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<td>997-8533</td>
<td>Dell Limited Hardware Warranty Plus Service</td>
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<td>997-8558</td>
<td>ProSupport: Next Business Day Onsite 3 Years</td>
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<tr>
<td>997-8578</td>
<td>ProSupport: 7x24 Technical Support, 3 Years</td>
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Subtotal: $41,184.00  
Shipping: $0.00  
Environmental Fees: $0.00  
Estimated Tax: $0.00  
Total: $41,184.00
# STATE OF NEW JERSEY
## BUSINESS REGISTRATION CERTIFICATE

<table>
<thead>
<tr>
<th>Taxpayer Name:</th>
<th>DELL MARKETING LP</th>
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</thead>
<tbody>
<tr>
<td>Trade Name:</td>
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<tr>
<td>Address:</td>
<td>ONE DELL WAY MS RR1-38</td>
</tr>
<tr>
<td></td>
<td>ROUND ROCK, TX 78682</td>
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<tr>
<td>Certificate Number:</td>
<td>0095191</td>
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<tr>
<td>Effective Date:</td>
<td>May 18, 2010</td>
</tr>
<tr>
<td>Date of Issuance:</td>
<td>December 28, 2018</td>
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For Office Use Only:

20181228124929753
CERTIFICATE OF EMPLOYEE INFORMATION REPORT

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

15-APR-2016 to 15-APR-2019

DELL INC.
ONE DELL WAY
ROUND ROCK

FORD M. S CuDDER
Acting State Treasurer

Certification 7504
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: Dell Marketing L.P.
Address: One Dell Way Round Rock, Texas 78682
Telephone No.: +1 512 723 0978
Contact Name: Lorri Rowan

Please check applicable category:

___ Minority Owned Business (MBE)  ___ Minority & Woman Owned Business (MWBE)

___ Woman Owned Business (WBE)  [X] Neither

 Definitions

Minority Business Enterprise

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

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

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

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

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

Woman Business Enterprise

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

OFFICE OF EQUAL OPPORTUNITY COPY
Minority/Woman Business Enterprise (MWBE)
Questionnaire for Bidders

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

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

Business Name: Dell Marketing L.P.
Address: One Dell Way Round Rock, Texas 78682
Telephone No.: +1 512 723 0978
Contact Name: Lorri Rowan

Please check applicable category:

___ Minority Owned Business (MBE)  ___ Minority & Woman Owned Business (MWBE)

___ Woman Owned business (WBE)  [ ] Neither

Definitions

Minority Business Enterprise

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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
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 the company’s receipt, knowledge and commitment to comply with:

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

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

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

Representative’s Name/Title (Print): Lauren Warfield, Advisor, HR Compliance

Representative’s Signature: ________________________________

Name of Company: Dell Marketing L.P.

Tel. No.: 508-249-2265 Date: 12/14/2018
APPENDIX A

AMERICANS WITH DISABILITIES ACT OF 1990

Equal Opportunity for Individuals with Disability

The contractor and the__City__ of __Jersey City__ (hereafter “owner”) do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the “Act”) (42 U.S.C. 12101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all changes for legal services and any 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: Lauren Warfield Advisor, HR Compliance

Representative’s Signature: ________________________________

Name of Company: Dell Marketing L.P.

Tel. No.: 508-249-2265 Date: 12/14/2018
Resolution of the City of Jersey City, N.J.

RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO SOFTWARE HOUSE INTERNATIONAL CORPORATION FOR THE PURCHASE AND IMPLEMENTATION OF GOVPILOT SOFTWARE MODULES UNDER STATE CONTRACT FUNDED BY THE DEPARTMENT OF ADMINISTRATION, DIVISION OF INFORMATION TECHNOLOGY

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, GovPilot is a cloud-based Government Management Platform that unifies fragmented departments and data to facilitate better communication between elected officials, employees and the public to promote more informed decision-making; 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 a City Council authorization for contracts exceeding $40,000.00; and

WHEREAS, Software House International Corporation, 290 Davidson Avenue, Somerset, New Jersey 08873 is in possession of State contract A89851/ITS58, for the purchase and implementation of GovPilot software modules for a total contract amount of fifty five thousand, six hundred twenty dollars ($55,620.00); and

WHEREAS, funds are available for this contract in the Capital Account;

<table>
<thead>
<tr>
<th>Accnt #</th>
<th>P.O. #</th>
<th>State Contract</th>
<th>Total Contract</th>
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<tbody>
<tr>
<td>04-215-55-129-990</td>
<td>132174</td>
<td>A89851/ITS58</td>
<td>$55,620.00</td>
</tr>
</tbody>
</table>

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 award to Software House International Corporation in the amount of $55,620.00 for the purchase and implementation of GovPilot software modules is authorized.

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

3. The term of the contract will be completed upon the delivery of goods and services.

4. The Mayor or Business Administrator is authorized to execute a contract on behalf of the City of Jersey City.

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.

(Continued to page 2)
RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO SOFTWARE HOUSE INTERNATIONAL CORPORATION FOR THE PURCHASE AND IMPLEMENTATION OF GOVPILOT SOFTWARE MODULES UNDER STATE CONTRACT FUNDED BY THE DEPARTMENT OF ADMINISTRATION, DIVISION OF INFORMATION TECHNOLOGY

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

WHEREAS, funds are available for this contract in the Capital Account:

<table>
<thead>
<tr>
<th>Acct #</th>
<th>P.O. #</th>
<th>State Contract</th>
<th>Total Contract</th>
</tr>
</thead>
<tbody>
<tr>
<td>04-215-55-129-980</td>
<td>132174</td>
<td>A89851, ITS58</td>
<td>$55,620.00</td>
</tr>
</tbody>
</table>

Approved by: Peter Folgado, Director of Purchasing

RPPO, QPA

January 15, 2019

Date

APPROVED: ____________________________  APPROVED AS TO LEGAL FORM

Business Administrator

Corporation Counsel

Certification Required ☐ Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 1-24-19

<table>
<thead>
<tr>
<th>COUNCILPERSON</th>
<th>AYE</th>
<th>NAY</th>
<th>N.V.</th>
<th>COUNCILPERSON</th>
<th>AYE</th>
<th>NAY</th>
<th>N.V.</th>
<th>COUNCILPERSON</th>
<th>AYE</th>
<th>NAY</th>
<th>N.V.</th>
</tr>
</thead>
<tbody>
<tr>
<td>RIDLEY</td>
<td>✓</td>
<td>✓</td>
<td></td>
<td>PRINZ-AREY</td>
<td>✓</td>
<td>✓</td>
<td></td>
<td>SOGGINO</td>
<td>✓</td>
<td>✓</td>
<td></td>
</tr>
<tr>
<td>PRINZ-AREY</td>
<td>✓</td>
<td>✓</td>
<td></td>
<td>SOGGINO</td>
<td>✓</td>
<td>✓</td>
<td></td>
<td>RIVERA</td>
<td></td>
<td>✓</td>
<td></td>
</tr>
<tr>
<td>SOGGINO</td>
<td>✓</td>
<td>✓</td>
<td></td>
<td>RIVERA</td>
<td></td>
<td>✓</td>
<td></td>
<td>WATTERMAN</td>
<td></td>
<td>✓</td>
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</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>LAVARRO, PRES</td>
<td></td>
<td>✓</td>
<td></td>
<td></td>
<td></td>
<td>✓</td>
<td></td>
</tr>
</tbody>
</table>

N.V.-Not Voting (Abstain)

✓ Indicates Vote

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

Rafael R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk
RESOLUTION FACT SHEET
This summary sheet is to be attached to the front of any resolution that is submitted for 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 SOFTWARE HOUSE INTERNATIONAL CORPORATION FOR THE PURCHASE AND IMPLEMENTATION OF GOVPILOT SOFTWARE MODULES UNDER STATE CONTRACT FUNDED BY THE DEPARTMENT OF ADMINISTRATION, DIVISION OF INFORMATION TECHNOLOGY |

Initiator

<table>
<thead>
<tr>
<th>Department/Division</th>
<th>Name/Title</th>
<th>Phone/email</th>
</tr>
</thead>
<tbody>
<tr>
<td>ADMINISTRATION</td>
<td>BERNADETTE KURCHACZUK</td>
<td>201.547.4442</td>
</tr>
<tr>
<td>INFORMATION TECHNOLOGY</td>
<td>DIRECTOR</td>
<td><a href="mailto:BKurchaczuk@icni.org">BKurchaczuk@icni.org</a></td>
</tr>
</tbody>
</table>

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

Resolution Purpose

GovPilot unifies fragmented departments and data to facilitate better communication between elected officials, employees and the public to promote more informed decision-making.

I certify that all the facts presented herein are accurate.

[Signature]
Bernadette Kuchaczuk
15 January 2019

[Signature]
Peter Folgaard, Director of Purchasing
RPPO, QPA

1/15/19
Pricing Proposal
Quotation #: 16406405
Created On: 12/14/2018
Valid Until: 12/31/2018

CITY OF JERSEY CITY

Brian Platt
1 JOURNAL SQUARE
ATTN: ACCOUNTS PAYABLE
JERSEY CITY, NJ 07306
United States
Phone: 2015474274
Fax:
Email: bplatt@jcnn.org

John Minnella
290 Davidson Avenue
Somerset, NJ 08873
Phone: 908-421-2498
Fax: 732-564-8131
Email: John_Minnella@shi.com

All Prices are in US Dollar (USD)

<table>
<thead>
<tr>
<th>Product</th>
<th>Qty</th>
<th>Your Price</th>
<th>Total</th>
</tr>
</thead>
</table>
| 1. 8 Templated Modules
GovPiot - Par#: |
Contract Name: Software Reseller
Contract #: IT358
Subcontract #: 89651
Note: 2nd Tier | 1 | $55,620.00 | $55,620.00 |

Total $55,620.00

Additional Comments

Thank you for choosing SHI International Corp! The pricing offered on this quote proposal is valid through the expiration date listed above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order. For any additional information including Hardware, Software and Services Contracts, please contact an SHI Inside Sales Representative at (888) 744-4084.

SHI International Corp. is 100% Minority Owned, Woman Owned Business.
TAX ID# 22-3009648; DUNS# 61-1429481; CCR# 61-243957G; CAGE 1HTF0

The Products offered under this proposal are resold in accordance with the SHI Online Customer Resale Terms and Conditions, unless a separate resale agreement exists between SHI and the Customer.

RECEIVED
JAN 15 2019
By: JC PURCHASING
<table>
<thead>
<tr>
<th><strong>Taxpayer Name:</strong></th>
<th>SHI INTERNATIONAL CORP.</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Trade Name:</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Address:</strong></td>
<td>290 DAVIDSON AVENUE</td>
</tr>
<tr>
<td></td>
<td>SOMERSET, NJ 08873-3135</td>
</tr>
<tr>
<td><strong>Certificate Number:</strong></td>
<td>0078008</td>
</tr>
<tr>
<td><strong>Effective Date:</strong></td>
<td>December 11, 1989</td>
</tr>
<tr>
<td><strong>Date of Issuance:</strong></td>
<td>January 15, 2019</td>
</tr>
</tbody>
</table>

**For Office Use Only:**
20190115113342759
CERTIFICATE OF EMPLOYEE INFORMATION REPORT

RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of 15-FEB-2017 to 15-FEB-2020.

SHI INTERNATIONAL, CORP.
290 DAVIDSON AVE.
SOMERSET, NJ 08873

FORD M. SCUDDER
State Treasurer
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/pecurr/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
understand that their contractcompany’s bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

Representative’s Name/Title (Print): John Oese, Lead Vendor Contract Specialist
Representative’s Signature: ________________________________
Name of Company: SHI International Corp.
Tel. No.: 732-664-8130 Date: 8/3/18
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: SHI International Corp.
Address: 290 Davidson Ave., Somerset, NJ 08873
Telephone No.: 732-564-8130
Contact Name: John Minnella

Please check applicable category:

_____ Minority Owned Business (MBE)  _____ X 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
APPENDIX A

AMERICANS WITH DISABILITIES ACT OF 1990

Equal Opportunity for Individuals with Disability

The contractor and the City of Jersey City (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 USC 12101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereunto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

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

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

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

Representative's Name/Title Print: John Oese, Lead Vendor Contract Specialist
Representative's Signature: John Oese
Name of Company: SH International Corp.
Tel. No.: 732-564-8130
Date: 8/3/18
PROPOSAL / MASTER SUBSCRIPTION AGREEMENT

Prepared for:
Jersey City, NJ

Primary Contact

Michael Bonner, Founder & CEO
michael@govpilot.com

James DeMonico, Vice President
james@govpilot.com

Proposal Valid Through 1/31/2019
Overview of Services

GovPilot is a web-based management platform developed exclusively for local government. GovPilot replaces antiquated modules with digital automation to improve productivity, constituent convenience and workflow management.

GovPilot unifies fragmented data and communication between employees, department heads and their administrators, resulting in an environment where information flows freely and subject matter knowledge can be obtained within seconds. With a clear view of how well a department is operating, administrators can make more educated decisions on the best course of action.

GovPilot’s product catalog contains over 100 templated modules which can be purchased “a la carte”, allowing governments to start modernization with their most pressing needs. These modules can be used “off the shelf” or can be modified to a department’s specifications. GovPilot accommodates unlimited users, which allows governments to manage and share critical data throughout their organization, at no additional cost. This information can be shared 24/7 from the office, the field or the employee’s home.

Wherever the Community,
Whatever the Problem,
GovPilot offers a Solution.

GovPilot™
Benefits of GovPilot

Employee Benefits

- Remove communication & data silos.
- Cut-down on OPRA requests, call volume, walk-ins and other distractions.
- Learn one platform, replace single-purpose software systems, IT doesn't need to support 10+ systems.
- Administration has dashboard view of all departmental data & activity.
- Drastically improve productivity through automated modules.

Constituent Benefits

- Convenience of E-Commerce functionality – submit application and pay online.
- Communicate concerns via Mobil App.
- Access information and data via website eliminating need to submit OPRA.

Unlimited Users

- All employees are eligible for login credentials.

Preloaded Data

- Assessment Records, Municipal & Parcel Boundaries.
- Foreclosure Filings.

Cloud Based

- Access, manage and edit data from the office and in the field.
- No scaling limitations, local server installation, burdensome maintenance costs or time-consuming software updates.
- Data updates occur in real time, enabling office-based employees to collaborate with colleagues in the field via mobile device.

Fields & Forms

- GovPilot works closely with assigned divisions and departments to modify the platform based on your unique needs.
- Create, modify and deploy flexible modules and forms integrated with pre-loaded data.
- Merge and log external data, attach documents, calendar, files and notes to individual property records with ease.
GovPilot's templated modules consist of 5 main components:

**Digital Forms**
GovPilot's digital forms can significantly reduce the time your staff spends on data entry. Constituents access, complete and submit digital forms through your government website. Form data is routed immediately and directly into the GovPilot system, eliminating the redundant process of a government employee transferring constituent information from a PDF to the database. Digital forms also eliminate the need to follow-up with applicants. Form logic blocks submission until all required fields have been populated. Digital forms guarantee that your departments receive properly completed forms, every time.

**Automated Workflow**
GovPilot's workflow engine reads data, calendaring and user activity as triggers to automate the completion of a multitude of tasks, including the processing of public requests, licenses, applications, e-commerce transactions and internal administrative functions. Automated alerts notify employees of changes in project status and streamline post-submission correspondence with applicants. Workflows can be modified via a drag-and-drop interface to meet specific departmental needs. Workflows improve operational efficiency while promoting transparency and accountability among employees and departments.

**Data Management**
In addition to streamlining tasks, GovPilot improves the sharing and management of large volumes of data. All property-related data is anchored to the Property Profile Record. Flexible permission levels can be set to grant access to all who need it. Centralized, readily available information facilitates collaboration and ensures that requested datasets are retrieved in a timely manner.

**Geographic Information System (GIS)**
A picture is worth a thousand words. From cave paintings to emojis, graphic depiction is an integral part of how humans communicate and make sense of the world. When trying to identify patterns and otherwise understand your data—which could include thousands or even millions of variables—the ability to visualize that data is essential. GovPilot's user-friendly map grants ALL government employees the ability to harness the power of a geographic information system (GIS).

**E-Commerce Capabilities**
GovPilot offers constituents the convenience of paying for applications online. No printing PDFs, cutting checks, stamping or sending required! The platform can integrate with most modern payment processors and support transactions that require dynamic fee calculation.
# Subscription Plan Description

<table>
<thead>
<tr>
<th>Plan</th>
<th>Description</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Internal Government Access</td>
<td>Unlimited unique user licenses (Requires Government Email)</td>
<td>Included</td>
</tr>
<tr>
<td>Need Assessment</td>
<td>Initial consultation to define and map specific department and governmental needs</td>
<td>Included</td>
</tr>
<tr>
<td>Modifiable Workflows</td>
<td>GovPilot to create and modify Workflows</td>
<td>Included</td>
</tr>
<tr>
<td>Field, Forms, View and Letter Modification</td>
<td>GovPilot to create and modify data fields, forms, views and letters according to requirements</td>
<td>Included</td>
</tr>
<tr>
<td>Training</td>
<td>Module training sessions including training videos</td>
<td>Included</td>
</tr>
<tr>
<td>Module Modifications</td>
<td>12 Hours Per Module</td>
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<tr>
<td>Technical Support</td>
<td>Unlimited</td>
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</tr>
</tbody>
</table>

* Government will designate Primary and Secondary Account Administrators who will be responsible for direct interaction and communication with GovPilot training and technical advisors.*
This Master Subscription Agreement ("Agreement") is made as of [January 1], 2019 ("Effective Date"), between PropertyPilot, LLC d/b/a GovPilot, with offices located at [79 Hudson Street Hoboken, Suite 503 NJ 07030] ("GovPilot") and the customer set forth below ("Customer"). GovPilot and Customer will be referred to herein individually as a "Party" and together as the "Parties". This Agreement consists of this cover sheet ("Cover Sheet") and the terms and conditions attached hereto ("Terms"). GovPilot will provide to the Customer access to the Service (defined in Section 1 of the Terms) and the Professional Services (defined in Section 1 of the Terms), on the terms and conditions set forth in this Agreement. Accordingly, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

<table>
<thead>
<tr>
<th>Name</th>
<th>Jersey City, New Jersey</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address</td>
<td>280 Grove St, Jersey City, NJ 07302</td>
</tr>
<tr>
<td>Primary Contact</td>
<td>Brian Platt</td>
</tr>
<tr>
<td></td>
<td>Business Administrator</td>
</tr>
<tr>
<td></td>
<td><a href="mailto:bplatt@jcnj.org">bplatt@jcnj.org</a></td>
</tr>
<tr>
<td>Secondary Contact</td>
<td>John Mercer</td>
</tr>
<tr>
<td></td>
<td>Assistant Business Administrator</td>
</tr>
<tr>
<td></td>
<td><a href="mailto:jmercer@jcnj.org">jmercer@jcnj.org</a></td>
</tr>
</tbody>
</table>

| Geographic Region | Jersey City, New Jersey |
| Start Date | 1/1/2019 |
| Effective Date | 1/1/2019 |
| Initial Term | 3 years |
| Renewal Term | 1 year |
| Billing Period | Annual |
| Tier Level | 2 |
| Module | TBD - Attached Modules Selection Addendum |
## ANNUAL SUBSCRIPTION PRICE OPTIONS

The cost per module decreases by 25% as you move up a tier.

<table>
<thead>
<tr>
<th>Module Type</th>
<th>Modules/Features</th>
<th>1st Tier</th>
<th>2nd Tier</th>
<th>3rd Tier</th>
<th>4th Tier</th>
<th>5th Tier</th>
<th>Enterprise</th>
<th>Building Department Module</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Starter Package</td>
<td>GIS Map &amp; GovAlert App</td>
<td>$9,500</td>
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<tr>
<td>1st Tier</td>
<td>3 Templated Modules</td>
<td>$27,000</td>
<td>$9,000</td>
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<tr>
<td>2nd Tier</td>
<td>8 Templated Modules</td>
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<td>3rd Tier</td>
<td>15 Templated Modules</td>
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<td>4th Tier</td>
<td>30 Templated Modules</td>
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<tr>
<td>5th Tier</td>
<td>50 Templated Modules</td>
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<tr>
<td>Enterprise</td>
<td>100 Templated Modules</td>
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<td>Building Department Module</td>
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<td></td>
</tr>
</tbody>
</table>

**Templated Modules:** Customer will be allocated 12 hours of modification for each templated module selected along with a maximum of three separate “screen share appointments” to discuss architecture of individual modules. If customer requires more than 12 hours of modification for a particular module, customer will be billed at $150/hour after the 12 hours have been extinguished.

**Custom Module:** Customer will be allocated 40 hours of modification for each module build-out. A GovPilot business analyst will conduct a maximum of three separate screen share appointments to determine architecture of individual modules. If individual module requires more than 40 hours of modification, customer will be billed at $150 per hour after the allocated 40 hours have been extinguished.

**Post Delivery Modifications:** After a module is delivered and published in customers account, and customer has had opportunity to use module, customer will be allowed two final "screen share appointments" to discuss additional modifications.
Number of Authorized Users: Unlimited

Pre-Loaded Data (defined in Section 1 of the Terms), including the following: [UPDATES AS APPLICABLE]

- Property Type
- Ownership Information
- Property Sales Data
- Property Tax Data

- Traffic Layer
- Google Street View (Where available)
- Google Aerial View (Where available)

GIS Map: Unlimited layers provided by customer - Published Quarterly

LEGACY DATA IMPORT FEE TBD

GovPilot can modify the following module elements based on customer specifications: Digital Forms, Workflow, Mail Merge, Views & Reports. ("Modification Services"). Any changes to the scope of the modification Services will be agreed upon in a signed writing by the Parties. Customer will reasonably cooperate with GovPilot to enable GovPilot to provide the Modification Services as further described in the Terms. Based on such collaboration, GovPilot will provide Customer with written documentation specifying the particular features to be included as part of the modified Service ("Specifications Document"). Once the Parties agree in writing to the Specifications Document, GovPilot will begin to modify the Service. Customer acknowledges and agrees that the Specifications Document is subject to change during the modification module based on issues that arise during such module.

GovPilot will provide training and technical support services as described in the Terms ("Training and Support"). Modification of any module described above ("Module Modifications"). The Parties will agree to the particular terms of all Module Modifications in writing.

Module Modification: First 12 hours included. Thereafter, $150/hour.

Training and Support: Unlimited

IN WITNESS WHEREOF, GovPilot and Customer have caused this Agreement to be executed as of the Effective Date.

PROPERTYPILOT, LLC D/B/A GOVPILOT
By: __________________________
Print Name: __________________________
Title: __________________________
Date: __________________________

CUSTOMER
By: __________________________
Print Name: __________________________
Title: __________________________
Date: __________________________
## GovPilot Modules

<table>
<thead>
<tr>
<th>Module</th>
<th>Departments</th>
<th>Description</th>
<th>Upgrade</th>
</tr>
</thead>
<tbody>
<tr>
<td>Alarm Registration</td>
<td>Clerks / Administration</td>
<td>Simplify security by allowing residents to register home security systems from the comfort of home.</td>
<td></td>
</tr>
<tr>
<td>Animal Intake</td>
<td>Animal Control / Clerks</td>
<td>Intuitive digital forms gather data that lays the foundation for detailed property records that ensure rescued animals are in good homes.</td>
<td></td>
</tr>
<tr>
<td>Apartment Inspection</td>
<td>Housing / Code Enforcement</td>
<td>Automated scheduling and mobile capabilities streamline the inspection module.</td>
<td></td>
</tr>
<tr>
<td>Automotive Repair Facility Licensing</td>
<td>Clerks</td>
<td>Implement digital license application forms and related automated workflows and benefit from detailed profiles of local automotive repair facilities.</td>
<td></td>
</tr>
<tr>
<td>Block Party</td>
<td>Clerks</td>
<td>GovPilot’s digital block party permit application promotes safe and fun events. Straightforward instructions and easy-to-navigate drop-down menus mean local event planners will have no problem with completion or submission.</td>
<td></td>
</tr>
<tr>
<td>Boat Ramp Application</td>
<td>Clerks</td>
<td>Coastal client’s convenience boat owners with public-facing digital forms.</td>
<td></td>
</tr>
<tr>
<td>Bulk Waste Pickup / Drop off</td>
<td>Public Works</td>
<td>Convenience constituents and keep the community clean with one module.</td>
<td></td>
</tr>
<tr>
<td>Business Registration/ Mercantile License</td>
<td>Clerks</td>
<td>Encourage local entrepreneurship with streamlined registration.</td>
<td></td>
</tr>
<tr>
<td>Canvasser, Solicitor, Hawker, Peddler</td>
<td>Clerks</td>
<td>Implement digital license application forms and related automated workflows and benefit from detailed profiles of local canvassers/solicitors/hawkers/peddlers.</td>
<td></td>
</tr>
<tr>
<td>Certificate of Continued Occupancy (Residential)</td>
<td>Building / Housing / Code Enforcement</td>
<td>Attachment capable, fully customizable digital Certificate of Continued Occupancy and related automated workflow conveniences applicants and Housing officials alike.</td>
<td></td>
</tr>
</tbody>
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## GovPilot Modules

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<th>Module</th>
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<tbody>
<tr>
<td>(Residential)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>(Commercial)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Certified Abutters List</td>
<td>Zoning /Tax</td>
<td>The first of its kind.</td>
<td></td>
</tr>
<tr>
<td>Change of Address Form</td>
<td>Clerks / Tax</td>
<td>Track moves made with GovPilot.</td>
<td></td>
</tr>
<tr>
<td>Clothing Bin Donation</td>
<td>Clerks</td>
<td>Always accessible and followed by a speedy review module. GovPilot's digital donation clothing bin application conveniences good samaritans looking to help underprivileged members of the community.</td>
<td></td>
</tr>
<tr>
<td>Commercial Landscaper</td>
<td>Clerks</td>
<td>Public-facing digital form and automated workflow simplifies landscaper license application and issuance.</td>
<td></td>
</tr>
<tr>
<td>Registration</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Community Garden Permit</td>
<td>Public Works</td>
<td>Community gardens promote harmony and eco-friendly practices, GovPilot's convenient digital form helps bring them into existence.</td>
<td></td>
</tr>
<tr>
<td>Construction Module</td>
<td>Building</td>
<td>Manage infrastructure with GovPilot's digital form and automated workflow.</td>
<td></td>
</tr>
<tr>
<td>Contractor Registration</td>
<td>Building</td>
<td>Contractors can register in just a few clicks.</td>
<td></td>
</tr>
<tr>
<td>Curb, Sidewalk, and Apron</td>
<td>Building / Zoning</td>
<td>Manage infrastructure with GovPilot's digital form and automated workflow.</td>
<td></td>
</tr>
<tr>
<td>Permit</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Disabled Veteran Tax</td>
<td>Tax</td>
<td>Better serve those who've served the United States by simplifying the disabled veterans tax exemption module. Applicants can provide information from the comfort of home and automated modules minimize wait time.</td>
<td></td>
</tr>
<tr>
<td>Exemption</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Dumpster Pod Permit</td>
<td>Clerks</td>
<td>Sanitation officials can more accurately track those responsible for the management of dumpster pods with GovPilot automation.</td>
<td></td>
</tr>
</tbody>
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### GovPilot Modules

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<tbody>
<tr>
<td>Emergency Response Log</td>
<td>Health</td>
<td>Records of emergency responses are stored in GovPilot's cloud-based server.</td>
<td></td>
</tr>
<tr>
<td>Employment Application</td>
<td>Administration</td>
<td>GovPilot's digital employment application can be customized to fit any screening module.</td>
<td></td>
</tr>
<tr>
<td>Field and Facility Usage</td>
<td>Recreation / Clerks</td>
<td>Always accessible and followed by a speedy review module, GovPilot makes it easy for residents to book borough facilities and easy for government to manage reservations.</td>
<td></td>
</tr>
<tr>
<td>Registration</td>
<td></td>
<td>Always be ready for a close-up with GovPilot's easy to navigate filming license application digital form.</td>
<td></td>
</tr>
<tr>
<td>Filming License</td>
<td>Clerks</td>
<td>Online applications make it easy for first time home buyers to register with local government.</td>
<td></td>
</tr>
<tr>
<td>First Time Home buyer</td>
<td>Housing</td>
<td>Convenient digital registration application encourages florists to open shop. Advanced automation and data storage ensure that applicant information is recorded and reviewed by the appropriate government employees.</td>
<td></td>
</tr>
<tr>
<td>Application</td>
<td></td>
<td>Ensure food vendors uphold health, safety and other regulations.</td>
<td></td>
</tr>
<tr>
<td>Florist License</td>
<td>Clerks / Health</td>
<td>Public-facing digital request form and streamlined internal communications enable local government officials to uphold open information laws and send fulfillment documents automatically.</td>
<td></td>
</tr>
<tr>
<td>Food Vendor License</td>
<td>Clerks / Health</td>
<td>Customizable digital form and automated processing combine to help government track the frequency and location of garage and yard sales for strengthened enforcement of quotas.</td>
<td></td>
</tr>
<tr>
<td>Freedom of Information Act</td>
<td>Administration</td>
<td>Implement digital license application form and related automated workflow and benefit from detailed profiles of local gasoline stations.</td>
<td></td>
</tr>
<tr>
<td>/ Open Records</td>
<td></td>
<td>Geographic Information System (GIS) Map illustrates data sets for accurate analysis of trends, actionable insights and improved constituent engagement.</td>
<td></td>
</tr>
<tr>
<td>Garage &amp; Yard Sale Permit</td>
<td>Clerks</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Gas Station Permit</td>
<td>Clerks</td>
<td></td>
<td></td>
</tr>
<tr>
<td>GIS Map</td>
<td>Administration</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Healthcare Facility Inspection</td>
<td>Housing</td>
<td>Ensures standards are met with unrivaled ease.</td>
<td></td>
</tr>
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<tr>
<td>Housing Inspection</td>
<td>Code Enforcement</td>
<td>GovPilot covers all aspects of the housing inspection module.</td>
<td></td>
</tr>
<tr>
<td>Junkyard Registration</td>
<td>Clerks</td>
<td>GovPilot helps local government track open air parking and junkyard dealers to ensure that they are complying with safety standards.</td>
<td></td>
</tr>
<tr>
<td>Kennel, Pet Shop, Shelter Registration</td>
<td>Animal Control / Clerks</td>
<td>Monitor establishments that care for furry friends with GovPilot's automated kennel, pet shop, shelter and pound tracking module.</td>
<td></td>
</tr>
<tr>
<td>Landlord Registration</td>
<td>Housing</td>
<td>Support rising rental trends by offering landlords digital registration application. A workflow promotes internal communication and automates data storage to build an accurate and comprehensive trove of property information.</td>
<td></td>
</tr>
<tr>
<td>Landscapers License</td>
<td>Clerks</td>
<td>Public-facing digital form and automated workflow simplifies landscaper license application and issuance.</td>
<td></td>
</tr>
<tr>
<td>Leaf Collection Application</td>
<td>Clerks / Public Works</td>
<td>Organize and automate the leaf collection module with GovPilot's digital form and automated scheduling features.</td>
<td></td>
</tr>
<tr>
<td>Limousine License</td>
<td>Clerks</td>
<td>Limousine license issuance has never been simpler.</td>
<td></td>
</tr>
<tr>
<td>Marriage License</td>
<td>Clerks</td>
<td>Customizable digital application form and associated workflow simplify the marriage license registration and issuance module.</td>
<td></td>
</tr>
<tr>
<td>Mobile Vendor License</td>
<td>Clerks / Health</td>
<td>Digital applications and streamlined license processing convenience mobile vendors and local government.</td>
<td></td>
</tr>
<tr>
<td>Non-Resident Parking Permit</td>
<td>Clerks / Parking</td>
<td>Visitors will have no problem finding parking with GovPilot's user-friendly non-resident parking permit application and issuance system in place.</td>
<td></td>
</tr>
<tr>
<td>One Time Use Parking Permit</td>
<td>Clerks / Parking</td>
<td>Take control of the parking situation at the local beach or train station by issuing one-use parking passes. A digital application form and associated workflow simplify issuance.</td>
<td></td>
</tr>
<tr>
<td>Parade / Ceremony Application</td>
<td>Clerks / Administration</td>
<td>Residents can easily and conveniently corden off streets and other areas for safe ceremonies via GovPilot's quick and easy application and approval module.</td>
<td></td>
</tr>
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<tr>
<td>Parking Meter Rental Application</td>
<td>Clerks / Parking</td>
<td>Convenience movers by hosting digital parking meter rental applications on the municipal website.</td>
<td></td>
</tr>
<tr>
<td>Pet License</td>
<td>Clerks / Animal</td>
<td>Public-facing digital forms and automated workflows streamline the pet license application and issuance module.</td>
<td></td>
</tr>
<tr>
<td>Plant a Shade Tree Application</td>
<td>Clerks / Public Works</td>
<td>Manage agriculture simply and effectively with GovPilot's digital form and automated workflow.</td>
<td></td>
</tr>
<tr>
<td>Purchase Requisition</td>
<td>Administration</td>
<td>GovPilot digital forms and data storage facilitate inventory management.</td>
<td></td>
</tr>
<tr>
<td>Rental Property Registration</td>
<td>Building / Housing / Code Enforcement</td>
<td>Public-facing digital form and associated workflow facilitates the rental property registration module.</td>
<td></td>
</tr>
<tr>
<td>Rental Property Verification</td>
<td>Building / Housing / Code Enforcement</td>
<td>Rentals are up! Track their registration.</td>
<td></td>
</tr>
<tr>
<td>Report a Broken Meter</td>
<td>Parking / Clerks</td>
<td>Maintain the internal and external integrity of parking meters by making it as convenient as possible for residents to report broken ones.</td>
<td></td>
</tr>
<tr>
<td>Report a Concern / Mobile App</td>
<td>Administration</td>
<td>Workflow automation expedites the resolution of complaints filed via public-facing digital forms and the GovAlert mobile app.</td>
<td></td>
</tr>
<tr>
<td>Residential Parking Permit</td>
<td>Clerks / Parking</td>
<td>Data collected through digital application forms lays the groundwork for detailed records that organize resident parking.</td>
<td></td>
</tr>
<tr>
<td>Salon License</td>
<td>Clerks / Health</td>
<td>GovPilot helps barbering, cosmetology, hairstyling and manicuring business owners comply with local government's rules and regulations.</td>
<td></td>
</tr>
<tr>
<td>Senior Citizen Curbside Pick Up Application</td>
<td>Public Works</td>
<td>Convenience senior members of the community with GovPilot's digital Curbside Pickup module.</td>
<td></td>
</tr>
<tr>
<td>Senior Citizen ID Card Application</td>
<td>Clerks</td>
<td>GovPilot's digital application form empowers members of the senior citizen community to enjoy the benefits of their status without having to make a trip to city hall.</td>
<td></td>
</tr>
</tbody>
</table>
## GovPilot Modules

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</tr>
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<tbody>
<tr>
<td>Senior Citizen Tax Deduction</td>
<td>Tax</td>
<td>State-of-the-art data aggregation and storage technology helps local government track resident demographics and assess tax deduction eligibility.</td>
<td></td>
</tr>
<tr>
<td>Senior Citizen Tax Exemption</td>
<td>Tax</td>
<td>Track resident demographics and determine tax exemption eligibility.</td>
<td></td>
</tr>
<tr>
<td>Sewage Application</td>
<td>Public Works</td>
<td>Ensure sanitary sewage management.</td>
<td></td>
</tr>
<tr>
<td>Shed Permit</td>
<td>Clerks / Building</td>
<td>Construction-minded residents can apply to build a shed with unrivaled ease, at any time, from any location.</td>
<td></td>
</tr>
<tr>
<td>Sidewalk Cafe Permit</td>
<td>Clerks</td>
<td>Restaurateurs looking to offer customers an al fresco dining experience can easily register for a sidewalk cafe permit via GovPilot's digital, fee calculation form.</td>
<td></td>
</tr>
<tr>
<td>Sign Permit</td>
<td>Clerks</td>
<td>Regulate local signage.</td>
<td></td>
</tr>
<tr>
<td>Snow Plowing Management</td>
<td>Public Works</td>
<td>Maintain safety and order on snowy days.</td>
<td></td>
</tr>
<tr>
<td>Soil Movement Application</td>
<td>Public Works</td>
<td>Track and manage the movement of soil.</td>
<td></td>
</tr>
<tr>
<td>Solicitation - Charitable, Benevolent Permit</td>
<td>Clerks</td>
<td>Boost compliance rates by requiring local solicitors to apply for a license via convenient digital form.</td>
<td></td>
</tr>
<tr>
<td>Special Event Application</td>
<td>Clerks</td>
<td>Nothing ruins a special event like poor planning. Digital form and automated workflow accounts for each step of the event planning module.</td>
<td></td>
</tr>
<tr>
<td>Street Opening Permit</td>
<td>Engineering / Building / Zoning</td>
<td>Multiple departments are privy to street opening plans.</td>
<td></td>
</tr>
<tr>
<td>Subdivision Permit</td>
<td>Engineering / Building / Zoning</td>
<td>Uphold critical code and convenience constituents.</td>
<td></td>
</tr>
</tbody>
</table>
GovPilot Modules

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<tr>
<th>Module</th>
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<th>Description</th>
<th>Upgrade</th>
</tr>
</thead>
<tbody>
<tr>
<td>Support Tickets</td>
<td>IT</td>
<td>The IT department will appreciate GovPilot's efficiency and intuitive design.</td>
<td></td>
</tr>
<tr>
<td>Tank Inspection</td>
<td>Health</td>
<td>Efficient inspections for a healthy community.</td>
<td></td>
</tr>
<tr>
<td>Taxi Owner License</td>
<td>Clerks</td>
<td>Track and manage taxi owners.</td>
<td></td>
</tr>
<tr>
<td>Taxicab / Uber Operator Management</td>
<td>Clerks</td>
<td>Stay on top of transportation trends.</td>
<td></td>
</tr>
<tr>
<td>Tennis Court Use Application</td>
<td>Clerks / Recreation</td>
<td>Residents looking to stay active will appreciate the 24/7 accessibility and ease of use of GovPilot's digital tennis court reservation form.</td>
<td></td>
</tr>
<tr>
<td>Theater License</td>
<td>Clerks</td>
<td>Promote the creation of a thriving entertainment district with GovPilot's digital theater license application form.</td>
<td></td>
</tr>
<tr>
<td>Trailer Park Application</td>
<td>Clerks</td>
<td>GovPilot's straightforward trailer park/camp permitting module helps local government track everyone who rolls into town.</td>
<td></td>
</tr>
<tr>
<td>Tree Removal Permit</td>
<td>Clerks</td>
<td>Tree removal, restoration and replanting is simply done with GovPilot automation carrying the module along.</td>
<td></td>
</tr>
<tr>
<td>Use of Borough Facilities</td>
<td>Clerks / Recreation</td>
<td>Always accessible and followed by a speedy review module, GovPilot makes it easy for residents to book borough facilities and easy for government to manage reservations.</td>
<td></td>
</tr>
<tr>
<td>Vacant Property Exemption</td>
<td>Zoning / Housing</td>
<td>GovPilot streamlines all facets of vacant property management, exemption included.</td>
<td></td>
</tr>
<tr>
<td>Vacant Property Registration</td>
<td>Housing / Zoning</td>
<td>Vacant properties registered through GovPilot digital forms are tracked and managed via GovPilot's efficient, automated workflow.</td>
<td></td>
</tr>
</tbody>
</table>
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<th>Description</th>
<th>Upgrade</th>
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</thead>
<tbody>
<tr>
<td>Veteran Tax Exemption</td>
<td>Tax</td>
<td>Better serve those who've served the United States by simplifying the disabled veterans tax exemption module. Applicants can provide information from the comfort of home and automated modules minimize wait time.</td>
<td></td>
</tr>
<tr>
<td>Vital Records Request</td>
<td>Clerks</td>
<td>GovPilot's digital request form covers all manner of vital records. Ensuing automated workflow makes for swift issuance.</td>
<td></td>
</tr>
<tr>
<td>Volunteer Registration</td>
<td>Clerks</td>
<td>Always accessible and followed by a speedy review module, GovPilot's digital Citizen Leadership Volunteer applications convenience good Samaritans.</td>
<td></td>
</tr>
<tr>
<td>Voter Registration</td>
<td>Administration</td>
<td>Ensure that everyone can participate in democracy.</td>
<td></td>
</tr>
<tr>
<td>Water Testing Application</td>
<td>Health</td>
<td>Maintain the health of the community with GovPilot.</td>
<td></td>
</tr>
<tr>
<td>Work Order</td>
<td>Public Works</td>
<td>Optimize internal operations.</td>
<td></td>
</tr>
<tr>
<td>Zoning Permit</td>
<td>Zoning</td>
<td>Review applications and issue zoning permits in record time.</td>
<td></td>
</tr>
</tbody>
</table>
Terms and Conditions

Any capitalized terms used in these Terms but not otherwise defined will have the meanings ascribed to them in the Cover Sheet. If there is any conflict or inconsistency between the terms of the Cover Sheet and these Terms, then these Terms will control solely to the extent of the conflict or inconsistency.

1. Definitions

a. "Authorized Purpose" means (i) to input, import and export data and perform functions related to government management within the geographic regions identified on the Cover Sheet; and (ii) to enable Public Users to submit and view certain data within the geographic regions identified on the Cover Sheet through the Public Service and GIS Map.

b. "Authorized User" means Customer’s employees who may access the Service with a valid username and password issued by GovPilot.

c. "Confidential Information" means any information disclosed by either Party to the other Party that is marked "Confidential" or "Proprietary" at the time of disclosure. Without limiting the foregoing, Confidential Information also includes this Agreement, the Cover Sheet, the non-public facing aspects of Service, any responses to technical support requests, and any business information, technical data, or know-how relating to the Service. Confidential Information will not, however, include any information which, as shown by documents in the receiving Party’s possession, (i) was publicly known and made generally available in the public domain prior to the time of disclosure by the disclosing Party; (ii) becomes publicly known and made generally available after disclosure by the disclosing Party to the receiving Party through no action or inaction of the receiving Party; (iii) is already in the possession of the receiving Party at the time of disclosure by the disclosing Party as shown by the receiving Party’s files and records immediately prior to the time of disclosure; (iv) is obtained by the receiving Party from a third party without a breach of such third party’s obligations of confidentiality; or (v) is independently developed by the receiving Party without use of any reference to the disclosing Party’s Confidential Information. Additionally, Confidential Information will not include any Data (defined in Section 3 below) or any information that can be obtained through a public records request under applicable law.

d. "Customer Data" means any and all data, including, but not limited to shape files, entered or imported into GovPilot, either directly or through hosted forms, by Authorized Users or Public Users.

e. "GIS Map" means the geographic information system graphical interface including Pre-Loaded Data and Customer Data added by Customer and made available in the form of a map for use by Authorized Users and Public Users.

f. "Legacy Data" means any and all historical data the Customer submits to the Service. Legacy Data must conform to GovPilot’s importing requirements.

g. "Pre-Loaded Data" such as the property data, tax assessment data, sales data and map layer data, where available, that is related to the properties on the Service and pre-loaded within the Service by GovPilot.

h. "Professional Services" means those services described in the Cover Sheet.

i. "Public Users" means a user of the Public Service.

j. "Public Service" means the limited online platform made available to members of the public, which allows members of the public to access digital e-commerce forms, public forms approved by Customer and the public-facing GIS Map regarding properties in the geographic regions identified on the Cover Sheet.

k. "Service" means the online platform to which access is provided to Customer pursuant to this Agreement and which allows Authorized Users to access the Pre-Loaded Data, the systems, modules, digital e-commerce forms and outward facing GIS Map regarding properties in the geographic regions identified on the Cover Sheet.

l. "Subscription" means the subscription type selected on the Cover Sheet required for Authorized Users to access the Service.
2. Access to Service

a. Grant. Subject to the terms and conditions of this Agreement, GovPilot hereby grants to Customer a nonexclusive, nonsublicensable and nontransferable right during the Term (defined in Section 9 below) to allow the Authorized Users to access and use the Service for the Authorized Purpose. GovPilot will provide Public Users with access to the Public Service, subject to GovPilot’s Terms of Use and Privacy Policy (collectively, the “Policies”).

b. Additional Restrictions. Neither Customer nor any party acting on its behalf (including Authorized Users) may: (i) transfer, distribute, sell, lease, license or sublicense access to the Service; (ii) reverse engineer, decompile, disassemble or otherwise attempt to reconstruct, identify or discover any source code, underlying ideas, underlying user interface techniques, or algorithms of the Service; (iii) allow any party to access the Service except for Authorized Users and Public Users; (iv) write or develop any derivative software or any other software program based upon the Service or any Confidential GovPilot Information; (v) attempt to disrupt the integrity or performance of the Service; (vi) attempt to gain unauthorized access to the Service or its related systems or networks; or (vii) otherwise use the Service in any manner that may violate any applicable laws, rules or regulations or infringe any third party intellectual property or other rights.

c. Authorized Users. Customer acknowledges and agrees that it is responsible for all use or misuse of the Service by its Authorized Users, and a breach by any such Authorized User of any term of this Agreement will be deemed a breach under this Agreement. All Authorized Users will be required to accept the Policies. GovPilot reserves the right to immediately suspend any or all Authorized Users’ access to the Service if GovPilot believes, in its sole discretion, that an Authorized User has misused the Service. Customer will provide GovPilot with the name and email address of each Authorized User promptly following the Effective Date and update the list as it may change during the Term. The access credentials that GovPilot provides to each Authorized User is personal to that specific individual and may not be transferred, sold or otherwise assigned to or shared with any other individual or entity.

d. GovPilot Ownership. Except for the rights granted to Customer in Section 2(a) above and Customer’s rights to Data, as between the Parties, GovPilot retains all right, title and interest, including all intellectual property rights, in and to the Service (including all updates thereto) and all aggregated and de-identified information that GovPilot’s systems or applications automatically collect regarding use of the Service and its performance (“Diagnostic Data”). All rights that GovPilot does not expressly grant to Customer in this Section 2 are reserved and GovPilot does not grant any implied licenses under this Section 2.

e. Feedback. From time-to-time, Customer may provide GovPilot with feedback, analysis, suggestions and/or comments related to the Service (collectively, “Feedback”). Customer hereby grants to GovPilot a perpetual, irrevocable, transferable, sublicensable, royalty-free and worldwide right to use, reproduce, modify, create derivative works of, distribute, publicly display or perform the Feedback without restriction whatsoever, in any media now known or hereafter devised, and without any compensation or credit to Customer.

f. Training and Support. Commercially reasonable training and support are available for the Service via remote web session. GovPilot will only respond to training and support requests from the primary and secondary Customer contacts identified on the Cover Sheet. Telephone support is only available between 9:00 a.m. and 5:00 p.m. Eastern Standard Time during normal business days. Training and support are subject to the rates set forth in the Cover Sheet.

3. Data

As between Customer and GovPilot, Customer owns all Data. Customer hereby grants to GovPilot a license to use all data entered into the Service by Customer or any party acting on its behalf (including Authorized Users) (collectively, “Data”) to provide and improve the Service. Customer represents and warrants that: (a) it owns the Data or otherwise has and will have the rights necessary to grant the license set forth in this Section; and (b) the uploading or transmitting of Data to the Service does not and will not violate any third party rights, including, without limitation, any intellectual property or confidentiality rights.
4. Professional Services

a. General. Subject to Customer's compliance with the terms and conditions of this Agreement, GovPilot will perform the Professional Services in accordance with any specifications set forth in the Cover Sheet. Professional Services are deemed accepted upon receipt unless otherwise expressly indicated in the Cover Sheet. Customer will reasonably cooperate with GovPilot to facilitate provision of Professional Services. This cooperation will include, without limitation, (i) performing any tasks reasonably necessary for GovPilot to provide the Professional Services and to avoid unnecessary delays; (ii) fulfilling any obligations described in the Cover Sheet in a timely manner; and (iii) responding to GovPilot's reasonable requests related to Professional Services in a timely manner.

b. Intellectual Property Rights. GovPilot solely owns all right, title and interest in and to any software, notes, records, drawings, designs or other copyrightable materials, inventions (whether or not patentable), improvements, developments, discoveries and trade secrets conceived, discovered, authored, invented, developed or reduced to practice by GovPilot, solely or in collaboration with others, arising out of, or in connection with, GovPilot performing the Professional Services, including any copyrights, patents, trade secrets, mask work rights or other intellectual property rights relating to the foregoing ("Inventions"). GovPilot hereby grants to Customer a non-exclusive, non-transferable, non-sublicensable, royalty-free and worldwide right during the Term only to use the portion of the Inventions that is incorporated into any deliverables that GovPilot must provide to Customer as set forth on the Cover Page solely to use any such deliverables. GovPilot reserves all rights not expressly granted in the prior sentence and does not grant any implied licenses under this Agreement.

5. Fees

a. Payment of Fees. In consideration for the access granted to the Service and GovPilot's performance of the Professional Services, Customer will pay the fees set forth in the Cover Sheet ("Fee"). Payments may only be made by check. Payments more than thirty (30) days overdue will accrue interest at a rate of 15% per year, or the maximum allowed by law, whichever is less.

b. Taxes. All charges and fees provided for in this Agreement are exclusive of any taxes, duties, or similar charges imposed by any government ("Taxes"). Customer will pay or reimburse GovPilot for all such Taxes arising out of this Agreement or the transactions contemplated by this Agreement (other than taxes on the net income of GovPilot).

c. Changes to Fees. GovPilot reserves the right to increase the Fee in a Renewal Term (defined in Section 9 below) upon notice to Customer at least ninety (90) days prior to the applicable Renewal Term.

6. Representations and Warranties and Limitation of Liability

a. Representations and Warranties. Each Party represents and warrants that: (i) it is duly organized, validly existing and in good standing under the laws and regulations of its jurisdiction of incorporation, organization or chartering; (ii) it has the right, power and authority to enter this Agreement and to grant the rights and licenses granted hereunder and to perform all of its obligations hereunder; (iii) this Agreement constitutes a legal, valid and binding obligation of such Party, enforceable against such Party in accordance with its terms; and (iv) it will abide by all applicable federal, state and local laws and regulations in connection with its performance under this Agreement.

b. Warranty Disclaimer. Except as expressly set forth under section 6(a), GovPilot makes no other warranties relating to the service (including, without limitation, any content or data appearing therein) or the professional services, and hereby disclaims all other such warranties, whether express or implied, including, without limitation, the warranties of merchantability, fitness for a particular purpose and non-infringement.

c. Limitation of Liability. To the fullest extent permitted by applicable law, (i) in no event will either party be liable for any loss of profits, loss of use, business interruption, loss of data or indirect, special, incidental or consequential
damages of any kind in connection with or arising out of the service and professional services, even if such party has been advised of the possibility of such damages; and (ii) neither party's liability under this agreement will exceed the fees paid by customer to govpiilot under this agreement, the provisions of this section 6 allocate risks under this agreement between customer and govpiilot, the fee reflects this allocation of risks and limitation of liability.

7. Indemnification

a. Infringement Indemnity

(i) Indemnity. GovPilot will defend Customer from any claim, action or allegation brought against Customer by a third party alleging that the Service infringes any copyright or trade secret right of that third party, and GovPilot will pay any final judgments awarded by a court of competent jurisdiction or written settlements entered into with respect to such third party claims, subject to Customer's compliance with Section 7(c) (each, an "Infringement Claim").

(ii) Options. In the event of any Infringement Claim, GovPilot may, at its sole option and expense: (A) procure for Customer the right to continue use of the Service or infringing part thereof; (B) modify or amend the Service or infringing part thereof, or replace the Service or infringing part thereof with other software having substantially the same or better capabilities; or, (C) if neither of the foregoing is commercially practicable, terminate this Agreement and repay to Customer a pro rata portion, if any, of any pre-paid Fees.

(iii) Exclusions. GovPilot will have no liability for any Infringement Claim if the alleged infringement results from (A) Customer’s breach of this Agreement; (B) any modification, alteration or addition made to the Service or any use thereof, including any combination of the Service with software or other materials not provided by GovPilot; (C) Customer's failure to use any corrections or modifications made available by GovPilot that would not result in any material loss of functionality; (D) use of the Service in a manner or in connection with a product or data not contemplated by this Agreement; or (E) any settlements entered into by Customer or costs incurred by Customer for such claim that are not pre-approved by GovPilot in writing.

b. Customer. To the fullest extent permitted by applicable law, Customer will defend GovPilot from any claim, action or allegation brought against GovPilot arising from Customer's breach of this Agreement, and Customer will pay any final judgments awarded by a court of competent jurisdiction or written settlements entered into with respect to such Third Party Claims, subject to GovPilot's compliance with Section 7(c).

c. Procedures. Any claim subject to indemnification under this Section 7 will be subject to the following provisions: (i) the indemnifying Party will be given prompt written notice of the claim by the indemnified Party, provided that any delay in providing notice will not relieve the indemnifying Party of its indemnity obligations under this Agreement unless, and only to the extent, the indemnifying Party was materially prejudiced by the delay as proven by documentary evidence; (ii) the indemnifying Party will have the right to control the defense and all negotiations relative to the settlement of any such claim, provided that no settlement on the part of the indemnified Party may be made without the express written consent of the indemnified Party; and (iii) the indemnified Party will reasonably cooperate with the indemnifying Party and its counsel at the indemnifying Party's cost and expense.

d. Limitation. This Section 7 states each Party's sole remedy and liability, as applicable, in connection with indemnity claims that fall within the scope of this Section 7.

8. Confidential Information.

The receiving Party will use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but in no event less than reasonable efforts). Each Party agrees not to use any Confidential Information of the other Party for any purpose except to exercise its rights and perform its obligations under this Agreement. Each Party agrees not to disclose any Confidential Information of the other Party to any third parties except to its employees who...
have a need to know such information to perform obligations or exercise rights under this Agreement. Notwithstanding
the foregoing, the receiving Party may disclose Confidential Information of the disclosing Party if it is compelled by law
to do so, provided the receiving Party gives the disclosing Party prior written notice of such compelled disclosure (to
the extent legally permitted) and reasonable assistance, at the disclosing Party’s cost, if the disclosing Party wishes
to contest the disclosure. Upon the termination or expiration of this Agreement, each Party will immediately delete
all tangible embodiments of the other Party’s Confidential Information within its possession or control.

9. Term and Termination

a. Term. This Agreement will take effect on the Effective Date and will remain in force for the initial term specified on
the Cover Sheet ("Initial Term"). Thereafter, the Agreement will renew on an annual basis until either Party provides
at least sixty (60) days’ prior written notice of its desire not to renew prior to the end of the then-current term (each, a
"Renewal Term," and together with the Initial Term, the "Term").

b. Termination for Cause. Either Party may, immediately upon providing written notice to the other Party, terminate this
Agreement if the other Party (i) is in material breach of this Agreement, which breach, if capable of being cured, is not
cured within thirty (30) days after the non-breaching Party gives the other Party written notice of such breach; or (ii)
terminates or suspends its business, becomes insolvent, admits in writing its inability to pay its debts as they mature,
makes an assignment for the benefit of creditors, becomes subject to direct control of a trustee, receiver or similar
authority, or becomes subject to any bankruptcy or Insolvency proceeding under federal or state statutes.

c. Survival and Termination Obligations. Immediately upon expiration or termination of this Agreement for any reason
whichever, Customer will cease all access to and use of the Service and all outstanding Fees will become immediately
due and payable to GovPilot. Sections 1, 2(b)-(e), 3, 4(b), 5(a)-(b), 6-8, 9(c), 10 and all defined terms appearing in those
Sections will survive this Agreement.

10. Miscellaneous

a. Assignment. Neither this Agreement nor any rights under this Agreement may be assigned or otherwise transferred
by either Party, in whole or in part, whether voluntary or by operation of law, without the prior written consent of the
other Party, except in connection with a sale of assets, reorganization, acquisition, merger or consolidation. Subject
to the foregoing, this Agreement will be binding upon and will inure to the benefit of the Parties and their respective
successors and assigns. Any assignment in violation of this Section 10(a) will be null and void.

b. Notices. Any notice required or permitted to be given under this Agreement will be effective if it is (i) in writing and
sent by certified or registered mail, or insured courier, return receipt requested, to the appropriate Party at the address
set forth above and with the appropriate postage affixed; or (ii) sent via facsimile or electronic mail pursuant to the
contract information set forth in the Cover Page. Either Party may change its address for receipt of notice by notice to
the other Party in accordance with this Section. Notices are deemed given two (2) business days following the date
of mailing, one (1) business day following delivery to a courier, and/or on the same day a facsimile or electronic mail
is sent to the recipient.

c. Limitation on Claims. No action arising out of any breach or claimed breach of this Agreement or transactions
contemplated by this Agreement may be brought by either Party more than one (1) year after the cause of action has
accrued. For purposes of this Agreement, a cause of action will be deemed to have accrued when a Party knew or
reasonably should have known of the breach or claimed breach.

d. Force Majeure. Neither Party will incur any liability to the other Party on account of any loss or damage resulting
from any delay or failure to perform all or any part of this Agreement if such delay or failure is caused, in whole or in
part, by events, occurrences, or causes beyond the control and without negligence of the applicable Party. Such
events, occurrences, or causes will Include, without limitation, acts of God, strikes, lockouts, riots, acts of war,
earthquake, fire and explosions, but the inability to meet financial obligations is expressly excluded.
e. **Waiver.** Any waiver of the provisions of this Agreement or of a Party's rights or remedies under this Agreement must be in writing to be effective. Failure, neglect, or delay by a Party to enforce the provisions of this Agreement or its rights or remedies at any time, will not be construed and will not be deemed to be a waiver of such Party's rights under this Agreement and will not in any way affect the validity of the whole or any part of this Agreement or prejudice such Party's right to take subsequent action.

f. **Severability.** If any term, condition, or provision in this Agreement is found to be invalid, unlawful or unenforceable to any extent, the Parties will endeavor in good faith to agree to such amendments that will preserve, as far as possible, the intentions expressed in this Agreement. If the Parties fail to agree on such an amendment, such invalid term, condition or provision will be severed from the remaining terms, conditions and provisions, which will continue to be valid and enforceable to the fullest extent permitted by law.

g. **Integration.** This Agreement and the Cover Sheet contains the entire agreement of the Parties with respect to the subject matter of this Agreement and supersedes all previous or contemporaneous communications, representations, understandings and agreements, either oral or written, between the Parties with respect to said subject matter. This Agreement may not be amended, except by a writing signed by both Parties.

h. **Purchase Orders.** No terms, provisions or conditions of any purchase order, acknowledgement or other business form that Customer may use in connection with the acquisition or licensing of the Service will have any effect on the rights, duties or obligations of the Parties under, or otherwise modify, this Agreement, regardless of any failure of GovPilot to object to such terms, provisions or conditions.

i. **Export.** Customer acknowledges that the Service may contain features subject to United States and local country laws governing import, export, distribution and use. Customer is responsible for compliance by the Customer and its Authorized Users with United States and local country laws and regulations and will not export, use or transmit the Service (i) in violation of any export control laws of the United States or any other country; or (ii) to anyone on the United States Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Table of Deny Order.

j. **U.S. Government Restricted Rights.** If the Service is accessed or used by any agency or other part of the U.S. Government, the U.S. Government acknowledges that GovPilot provides the Service, including related software and technology, for ultimate federal government end use solely in accordance with the following: Government technical data and software rights related to the Service include only those rights customarily provided to the public as defined in this Agreement. This customary commercial license is provided in accordance with FAR 12.211 (Technical Data) and FAR 12.212 (Software) and, for Department of Defense transactions, DFAR 252.227-7015 (Technical Data - Commercial Items) and DFAR 227.7202-3 (Rights in Commercial Computer Software or Computer Software Documentation). If a U.S. government agency has a need for rights not granted under these terms, it must negotiate with GovPilot to determine if there are acceptable terms for granting those rights, and a mutually acceptable written addendum specifically granting those rights must be included in any applicable agreement.

k. **Trademarks.** Upon obtaining the other Party's prior written consent in each instance, each Party may use the other Party's name, trademarks, tradenames, service marks, and logos, in its client or service provider list, as applicable, in the same manner in which it uses the names of its other clients and service providers, as applicable.

l. **Governing Law.** This Agreement will be governed by the laws of the State of New Jersey, without reference to its conflict of laws principles. Any dispute between the Parties regarding this Agreement will be subject to the exclusive venue of the state and federal courts in Hudson County, New Jersey. The Parties hereby consent to the exclusive jurisdiction and venue of such courts and agree not to challenge such venue under any circumstances.
Taxpayer Identification #: 223-009-648/000

Dear Business Representative:

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

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

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

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

If you have any questions or require more information, feel free to call our Registration Hotline at (609)292-9232.

I wish you continued success in your business endeavors.

Sincerely,

James J. Fruscione
Director
New Jersey Division of Revenue

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

TAXPAYER NAME: SHI INTERNATIONAL CORP.

ADDRESS: 290 DAVIDSON AVENUE
           SOMERSET NJ  08873

TRADE NAME: SOFTWARE HOUSE

SEQUENCE NUMBER: 0078008

ISSUANCE DATE: 12/20/11

DEPARTMENT OF TREASURY:
DIVISION OF REVENUE
PD Box 555
TRENTON, N J 08646-0555

Director
New Jersey Division of Revenue
CERTIFICATE NUMBER 0078008 FOR SHI INTERNATIONAL CORP. IS VALID.
RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO LAWMEN SUPPLY COMPANY FOR
THE PURCHASE AND DELIVERY OF BLEEDER KITS FOR THE DEPARTMENT OF PUBLIC SAFETY,
OFFICE OF EMERGENCY MANAGEMENT AND HOMELAND SECURITY

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, the bleeder kits are hemorrhage control devices specifically designed for the treatment
of massive hemorrhage; the leading cause of preventable death; and

WHEREAS, the Purchasing Director within his authority and in conformity with N.J.S.A. 40A:11-8.1(a)
informally solicited three quotes, including one from Lawmen Supply Company, 7150 Airport Highway,
Pennsauken, New Jersey 08109 in the total amount of twenty three thousand, six hundred four dollars
($23,604.00); and

WHEREAS, the Purchasing Director believes the proposal of Lawmen Supply Company to be the most
advantageous, price and other factors considered; and

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

WHEREAS, the Director of the Office of Emergency Management and Homeland Security has
determined and certified in writing that the value of the contract will exceed $17,500.00; and

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

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

WHEREAS, the contractor has submitted its Certification of Compliance with the City's Contractor Pay-
to-Play Reform Ordinance 08-128 adopted on September 3, 2008; and

WHEREAS, funds are available for this contract in the Grant Account:

<table>
<thead>
<tr>
<th>Account</th>
<th>PO #</th>
<th>Total Contract</th>
</tr>
</thead>
<tbody>
<tr>
<td>02-213-40-872-314</td>
<td>132103</td>
<td>$23,604.00</td>
</tr>
</tbody>
</table>

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

1. A contract award to Lawmen Supply Company in the amount of $23,604.00 for bleeder kits is
   authorized.

2. The term of the contract will be completed upon the delivery of the goods or services.

3. Upon certification by an official or employee of the City authorized to administer the contract met, 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

(Continued on page 2)
RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO LAWMEN SUPPLY COMPANY FOR THE PURCHASE AND DELIVERY OF BLEEDER KITS FOR THE DEPARTMENT OF PUBLIC SAFETY, OFFICE OF EMERGENCY MANAGEMENT AND HOMELAND SECURITY

4. The Business Entity Disclosure Certification, Chapter 271 Political Contribution Disclosure Certification, the Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance, and the Determination of Value Certification, attached hereto, shall be placed on file with this resolution.

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

Account | PO # | Total Contract
02-213-40-872-314 | 132103 | $23,604.00

Approved by: Peter Plogado, Director of Purchasing
RPPO, QPA

January 10, 2019
Date

APPROVED:

Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel

Certification Required ☑

Not Required ☐

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 1.24.19

Councilperson | Aye | Nay | N.V. | Councilperson | Aye | Nay | N.V. | Councilperson | Aye | Nay | N.V.
Ridley | ☑ | ☐ | ☐ | Prinz-Arey | ☑ | ☐ | ☐ | Boggiano | ☑ | ☐ | ☐ | Rivera | ☑ | ☐ | ☐ | Watterman | ☑ | ☐ | ☐ | Lavarro, Pres | ☑ | ☐ | ☐ |

☑ Indicates Vote

N.V.-Not Voting (Abstain)

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

Roberto R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk
RESOLUTION FACT SHEET

This summary sheet is to be attached to the front of any resolution that is submitted for 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 LAWMEN SUPPLY COMPANY FOR THE PURCHASE AND DELIVERY OF BLEEDER KITS FOR THE DEPARTMENT OF PUBLIC SAFETY, OFFICE OF EMERGENCY MANAGEMENT AND HOMELAND SECURITY

Initiator

Department/Division: PUBLIC SAFETY
Officer of Emergency Management and Homeland Security

Name/Title: W. Greg Kierce
Director

Phone/email: 201-547-5681
WGreg@NJCPD.ORG

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

Resolution Purpose

Hemorrhage control devices specifically designed for the treatment of massive hemorrhage; the leading cause of preventable death.

I certify that all the facts presented herein are accurate.

[Signature of Department Director]

[Signature of Department Director]

[Signature of Director of Purchasing]
I, W. Greg Kierce, of full age, hereby certify the following:

1. I am the Director of the Office of Emergency Management and Homeland Security.

2. The City needs to purchase a bleeder kits.

4. The administration's recommendation is to award a contract to Lawmen Supply Company.

6. The cost of the Contract exceeds $17,500.00.

7. This certification is made pursuant to N.J.S.A. 19:44A-20.5.

8. I certify that the foregoing statements are true. I am aware that if any of the following statements made by me are willfully false, I am subject to legal action to the fullest extent of the law.

Date: 11/11/19

W. Greg Kierce, Director
OEM & Homeland Security
This Quotation is subject to any applicable sales tax and shipping & handling charges that may apply. Tax and shipping charges are considered estimated and will be recalculated at the time of shipment to ensure they take into account the most current local tax information.

All returns must be processed within 30 days of receipt and require a return authorization number and are subject to a restocking fee. Custom orders are not returnable. Effective tax rate will be applicable at the time of invoice.
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<tr>
<th>ITEM #</th>
<th>VENDOR NAME</th>
<th>LAWMEN SUPPLY</th>
<th>MCKESSON</th>
<th>V.E. RALPH</th>
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<tr>
<td>1</td>
<td>MOJO BELT BLEEDER</td>
<td>300 EA</td>
<td>$68.00</td>
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</table>

**SUB-TOTAL** | $23,604.00 | $37,136.00 | $0.00 |

**SHIPPING/HANDLING** | $0.00 | $0.00 | $0.00 |

**TOTAL** | $23,604.00 | $37,136.00 | $0.00 |

**BUYER'S NOTES:**

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APQUOTE1
Please find the information on the Belt Trauma Kit (BTK).

**ABOUT A 10 WEEK LEAD TIME**

**NOTE** – 80-0427 IS $115.47 X 300 = $34,641.00

<table>
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<th>Quantity</th>
<th>UOM</th>
<th>Item Number</th>
<th>Item Description</th>
</tr>
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<tbody>
<tr>
<td>300</td>
<td>EA</td>
<td>80-0427</td>
<td>KIT, BELT TRAUMA - COMPLETE</td>
</tr>
</tbody>
</table>

https://www.nareshape.com/belt-trauma-kit

If you have any questions or if there is anything else I can help you with, please let me know.
Hi Tom,

Here is a link to the CAT®

Note 30-0001 Tourniquet is 24.95 \( \times \) 100 = $2,495.00 Available

<table>
<thead>
<tr>
<th>Quantity</th>
<th>UOM</th>
<th>Item Number</th>
<th>Item Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>100</td>
<td>EA</td>
<td>30-0001</td>
<td>TOURNIQUET, COMBAT APPLICATION</td>
</tr>
</tbody>
</table>

https://www.nareshape.com/combat-application-tourniquet-c-a-t

Tom Quinn
McKesson Medical Surgical
cell: 973-903-8969
<table>
<thead>
<tr>
<th>Taxpayer Name:</th>
<th>LAWREN SUPPLY COMPANY OF NEW JERSEY, INC.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Trade Name:</td>
<td></td>
</tr>
<tr>
<td>Address:</td>
<td>7150 AIRPORT HWY PENNSAUKEN, NJ 08109</td>
</tr>
<tr>
<td>Certificate Number:</td>
<td>0071847</td>
</tr>
<tr>
<td>Effective Date:</td>
<td>January 12, 1984</td>
</tr>
<tr>
<td>Date of Issuance:</td>
<td>January 10, 2019</td>
</tr>
</tbody>
</table>

For Office Use Only:
20190110160854665
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. 2001, 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) in 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).

<table>
<thead>
<tr>
<th>Steven Fulop for Mayor 2017</th>
<th>Miss Prinz-Arey for Council</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lavarr for Councilman</td>
<td>Friends of Richard Boggiano</td>
</tr>
<tr>
<td>Friends of Joyce Waterman</td>
<td>Michael Yun for Council</td>
</tr>
<tr>
<td>Friends of Daniel Rivera</td>
<td>Solomon for Council</td>
</tr>
<tr>
<td>Ridley for Council</td>
<td>Friends of Jermaine Robinson</td>
</tr>
</tbody>
</table>

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
- [X] Corporation
- [ ] Sole Proprietorship
- [ ] Subchapter S Corporation
- [ ] Limited Partnership
- [ ] Limited Liability Corporation
- [ ] Limited Liability Partnership

<table>
<thead>
<tr>
<th>Name of Stock or Shareholder</th>
<th>Home Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>Andrew Hrubyra</td>
<td>162 East 43rd Street, New York, NY 1022</td>
</tr>
<tr>
<td>Michael Bonnet</td>
<td>21 Plymouth Rd, Summit, NJ 07901</td>
</tr>
</tbody>
</table>

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: Jeevesmen Supply Co
Signature of Affiant: [Signature]
Printed Name of Affiant: [Printed Name]
Title: President
Date: 1-10-19

Subscribed and sworn before me this [Date] of [Month] 2019.
My Commission expires:

ANNEA CANAVATCHEL
NOTARY PUBLIC OF NEW JERSEY
Comm. # 2423798
My Commission Expires 8/11/2022
C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

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

This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.

Part I - Vendor Information

Vendor Name: Lowman Supply Co
Address: 7130 Airport Highway
City: Penascola
State: FL
Zip: 32526

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the instructions accompanying this form.

Signature

Printed Name

Title

Part II - Contribution Disclosure

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

☐ Check here if disclosure is provided in electronic form.

<table>
<thead>
<tr>
<th>Contributor Name</th>
<th>Recipient Name</th>
<th>Date</th>
<th>Dollar Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>None</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

☐ Check here if the information is continued on subsequent page(s)
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 [Lawmen Supply Co.] (name of business entity) has not made any reportable contributions in the one-year period preceding [date City Council awards contract] (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 herein) and that would bar the award of this contract. I further certify that during the term of the contract [name of business entity] will not make any reportable contributions in violation of Ordinance 08-128.

PART II - Signature and Attestation:

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

Name of Business Entity: Lawmen Supply Co.

Signed: Chris Ferrari Title: President

Print Name: Chris Ferrari Date: 7-10-18

Subscribed and sworn before me this 30th day of June, 2019.
My Commission expires 3/6/2022

ANDREA CANAVATCHEL
NOTARY PUBLIC OF NEW JERSEY
Comm. # 2423786
My Commission Expires 3/5/2022

**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 conformity 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/dca/contract_compliance)

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, BEO 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, BEO 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
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):

Chris Ferrai President

Representative’s Signature:

Lawmen Supply Co

Name of Company:

Tel. No.: Date: 1-16-19
APPENDIX A

AMERICANS WITH DISABILITIES ACT OF 1990

Equal Opportunity for Individuals with Disability

The contractor and the ___________________ (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 12101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature, arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, answer, 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. 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 prejudice 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/Primary Contact: Chris Ferrari, President
Representative's Signature: [Signature]
Name of Company: Precision Supplies Co.
Tel. No.: 312-456-7899
Date: 1-10-19
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: Lawmen Supply Co.
Address: 7150 Airport Highway, Pennsauken, NJ 08109
Telephone No.: 856-488-4499
Contact Name: Jason Durie

Please check applicable category:

___ Minority Owned Business (MBE)  ___ Minority & Woman Owned Business (MWBE)

___ Woman Owned Business (WBE)  X Neither

Definitions
Minority Business Enterprise

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

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

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

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

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

Woman Business Enterprise

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

DIVISION OF PURCHASING COPY
Minority/Woman Business Enterprise (MWBE) 
Questionnaire for Bidders

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

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

Business Name: Lawman Supply Co.
Address: 7150 Airport Highway, Pennsauken, NJ 08109
Telephone No.: 856-488-4499
Contact Name: Joan Durie

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
### BUSINESS REGISTRATION CERTIFICATE

<table>
<thead>
<tr>
<th>Taxpayer Name:</th>
<th>LAWMEN SUPPLY COMPANY OF NEW JERSEY, INC.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Trade Name:</td>
<td></td>
</tr>
<tr>
<td>Address:</td>
<td>7150 AIRPORT HWY PENNSAUKEN, NJ 08109</td>
</tr>
<tr>
<td>Certificate Number:</td>
<td>0071847</td>
</tr>
<tr>
<td>Effective Date:</td>
<td>January 12, 1984</td>
</tr>
<tr>
<td>Date of Issuance:</td>
<td>September 28, 2017</td>
</tr>
</tbody>
</table>

For Office Use Only:
20170928100751376
RESOLUTION AUTHORIZING AN AWARD OF A CONTRACT TO NATIONAL AUTO FLEET GROUP FOR THE PURCHASE AND DELIVERY OF TWO 2019 CHEVROLET PICKUP TRUCKS FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF SANITATION THROUGH THE SOURCEWELL PURCHASING COOPERATIVE (FORMERLY KNOWN AS THE NATIONAL JOINT POWERS ALLIANCE NJPA)

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

WHEREAS, the Sourcewell Purchasing Cooperative formerly known as the National Joint Powers Alliance (NJPA) is a lead agency under a Cooperative Pricing Agreement approved by the Division of Local Government Services; and

WHEREAS, the Department of Public Works, Division of Sanitation needs to purchase two 2019 Chevrolet pickup trucks for snow plowing and salting; and

WHEREAS, Resolution 14,538 approved on August 20, 2014 authorized the City of Jersey City (City) to enter into a Cooperative Agreement with the National Joint Powers Alliance Cooperative Purchasing System, (now known as Sourcewell Purchasing Cooperative); and

WHEREAS, the Department of Public Works, Division of Sanitation wishes to purchase two 2019 Chevrolet pickup trucks from National Auto Fleet Group, 490 Auto Center Drive, Watsonville, California 95076 who is in possession of Sourcewell contract number 120716-NAF; and

WHEREAS, funds are available for this contract in the Capital Account:

<table>
<thead>
<tr>
<th>Acct #</th>
<th>P.O. #</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>04-215-55-167-990</td>
<td>131995</td>
<td>$71,793.60</td>
</tr>
</tbody>
</table>

WHEREAS, the total amount of the contract is $71,793.60; and

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

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

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

1. A contract award to National Auto Fleet Group in the amount of $71,793.60 for the purchase of two 2019 Chevrolet pickup trucks is authorized.

2. The term of the contract will be completed upon the delivery of the goods or services.

3. This contract is awarded pursuant to N.J.S.A. 52:34-6.2.

(Continued on page 2)
RESOLUTION AUTHORIZING AN AWARD OF A CONTRACT TO NATIONAL AUTO FLEET GROUP FOR THE PURCHASE AND DELIVERY OF TWO 2019 CHEVROLET PICKUP TRUCKS FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF SANITATION THROUGH THE SOURCEWELL PURCHASING COOPERATIVE (FORMERLY KNOWN AS THE NATIONAL JOINT POWERS ALLIANCE NJPA)

4. 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.

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

Act # P.O. # Amount
04-215-55-167-990 131995 $71,793.60

Approved: January 9, 2019

PFppv
1/9/19

APPROVED: 

APPROVED AS TO LEGAL FORM 

Certification Required ☑ Not Required ☐

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 1.24.19

<table>
<thead>
<tr>
<th>COUNCILPERSON</th>
<th>AYE</th>
<th>NAY</th>
<th>N.V.</th>
<th>COUNCILPERSON</th>
<th>AYE</th>
<th>NAY</th>
<th>N.V.</th>
<th>COUNCILPERSON</th>
<th>AYE</th>
<th>NAY</th>
<th>N.V.</th>
</tr>
</thead>
<tbody>
<tr>
<td>RIDLEY</td>
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<td>PRINZ-AREY</td>
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<td>BOGGIANO</td>
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<td></td>
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<tr>
<td>PRINZ-AREY</td>
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<td></td>
<td>SOLOMON</td>
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<td></td>
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<td>ROBINSON</td>
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<tr>
<td>BOGGIANO</td>
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<td></td>
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</tr>
</tbody>
</table>

☑ Indicates Vote

N.V.-Not Voting (Abstain)

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

Robert Byrne, City Clerk

Robert R. Lavano, Jr., President of Council
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 NATIONAL AUTO FLEET GROUP FOR THE PURCHASE AND DELIVERY OF TWO 2019 CHEVROLET PICKUP TRUCKS FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF SANITATION THROUGH THE SOURCEWELL PURCHASING COOPERATIVE (FORMERLY KNOWN AS THE NATIONAL JOINT POWERS ALLIANCE NJPA)

Project Manager

<table>
<thead>
<tr>
<th>Department/Division</th>
<th>DPW</th>
<th>Automotive</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name/Title</td>
<td>Hector Ortiz</td>
<td>Asst. DPW Director</td>
</tr>
<tr>
<td></td>
<td>Martin Valenti</td>
<td>Automotive Director</td>
</tr>
<tr>
<td>Phone/email</td>
<td>201-547-4408</td>
<td><a href="mailto:OrtizH@cnj.org">OrtizH@cnj.org</a></td>
</tr>
<tr>
<td></td>
<td>201-547-4422</td>
<td><a href="mailto:ValentiK@cnj.org">ValentiK@cnj.org</a></td>
</tr>
</tbody>
</table>

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

Contract Purpose

- To purchase two (2) Colorado Pickup Trucks
- Each costs $35,896.80
- For snow plowing and salting of dead end blocks and smaller street
- 4WD EXT CAB 128.3 inch

Cost (Identify all sources and amounts)  

| 04-215-55-167-900 – (DPW Capital Acct) | Total Contract amount= $71,793.60 |

Contract term (include all proposed renewals)

- One time purchase.

Type of award SOURCEWELL PURCHASING COOPERATIVE

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
<table>
<thead>
<tr>
<th>Taxpayer Name:</th>
<th>72 HR LLC</th>
</tr>
</thead>
<tbody>
<tr>
<td>Trade Name:</td>
<td>NATIONAL AUTO FLEET GROUP</td>
</tr>
<tr>
<td>Address:</td>
<td>490 AUTO CENTER DR</td>
</tr>
<tr>
<td></td>
<td>WATSONVILLE, CA 95076</td>
</tr>
<tr>
<td>Certificate Number:</td>
<td>1738490</td>
</tr>
<tr>
<td>Effective Date:</td>
<td>August 23, 2012</td>
</tr>
<tr>
<td>Date of Issuance:</td>
<td>December 27, 2018</td>
</tr>
</tbody>
</table>

For Office Use Only:
20181227131907278
Mr. Marty Valenti  
Jersey City DPW Automotive Division  
13 Linden Ave East  
Jersey, New Jersey, 07305  

Dear Marty Valenti,

National Auto Fleet Group is pleased to quote the following vehicle(s) for your consideration.

Two (2) New/Unused (2019 Chevrolet Colorado (12M53) 4WD Ext Cab 128.3" Work Truck 6.2' Box, Factory Order) and delivered to your specified location, each for:

<table>
<thead>
<tr>
<th>Description</th>
<th>One Unit</th>
<th>Extended Unit's (2)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contract Price</td>
<td>$35,896.80</td>
<td>$71,793.60</td>
</tr>
<tr>
<td>Factory Order</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Tax (0.0000%)</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Tire fee</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Total</td>
<td>$35,896.80</td>
<td>$71,793.60</td>
</tr>
</tbody>
</table>

- per the attached specifications.

This vehicle(s) is available under the Sourcewell (Formerly Known as NJPA) 120716-NAF. Please reference this Contract number on all purchase orders to National Auto Fleet Group. Payment terms are Net 30 days after receipt of vehicle.

Thank you in advance for your consideration. Should you have any questions, please do not hesitate to call.

Sincerely,

Jesse Cooper  
Account Manager  
Email: Fleet@NationalAutoFleetGroup.com  
Office: (855) 289-6572  
Fax: (831) 480-8497

Quoting Department  
Account Manager  
Fleet@NationalAutoFleetGroup.com  
(855) 289-6572

https://www.nationalautofleetgroup.com/OrderRequest/SSDPrint/9051?ws=true&sa=true&ssdType=Body&upQuote
BUSINESS ENTITY DISCLOSURE CERTIFICATION
FOR NON-FAIR AND OPEN CONTRACTS
Required Pursuant To N.J.S.A. 19:44A-20.8
CITY OF JERSEY CITY

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

Steven Pulop for Mayor 2017 | Mira Pizh-Arey for Council
Laura for Councilman | Friends of Richard Boggiorno
Friends of Joyce Wattenman | Michael Yun for Council
Friends of Daniel Rivera | Solomon for Council
Ridley for Council | Friends of Jermaine Robinson

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
Melvin Cooper | 490 Auto Center Dr., Watsonville, CA 95076
Cesar Cooper | 790 Auto Center Dr., Watsonville, CA 95076

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

Name of Business Entity: National Auto Fleet Group
Signature of Affiant: ___________________________ Title: Manager
Printed Name of Affiant: Mirinda Rodriguez

Subscribed and sworn before me this ___ day of ____________
My Commission expires: ___________________________

See Affidavit Jurat – Daniel Dea [Notary Public]
(Witnessed or attested by) _________________________
(Seal)
CALIFORNIA JURAT WITH AFFIANT STATEMENT

☐ See Attached Document (Notary to cross.out lines 1–6 below)
☐ See Statement Below (Lines 1–6 to be completed only by document signer[s], not Notary)

Signature of Document Signer No. 1

Signature of Document Signer No. 2 (if any)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Los Angeles

Subscribed and sworn to (or affirmed) before me

on this ___ day of ___, 20__

by

(Date)

(Month)

(Year)

(1) Miranda Rodriguez

(and 2) ______________________

Name(s) of Signer(s)

proved to me on the basis of satisfactory evidence
to be the person(s) who appeared before me.

Signature ______________________

Signature of Notary Public

Seal

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Business Entity Dissolution Certificate

Number of Pages: __ Signer(s) Other Than Named Above:

Document Date: 9/1/15

©2014 National Notary Association • www.NationalNotary.org • 1-800-US NOTARY (1-800-876-6827) Item #5910
C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

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

This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.

Part I - Vendor Information

Vendor Name: National Auto Fleet Group
Address: 440 Auto Center Drive
City: Watsonville State: CA Zip: 95076

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and is represented by the instructions accompanying this form.

Signature: ____________________________ Printed Name: Miranda Rodriguez
Title: Manager

Part II - Contribution Disclosure

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

☐ Check here if disclosure is provided in electronic form.

<table>
<thead>
<tr>
<th>Contributor Name</th>
<th>Recipient Name</th>
<th>Date</th>
<th>Dollar Amount</th>
</tr>
</thead>
<tbody>
<tr>
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</tbody>
</table>

☐ Check here if the information is continued on subsequent page(s).
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 National Auto Fleet Group (name of business entity) has not made any reportable contributions in the **one-year period preceding _______________** (date City Council award 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 National Auto Fleet Group (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: National Auto Fleet Group

Signed _______________ Date: 9/19/18

Print Name: Ricardo Rodriguez

Subscribed and sworn before me this __ day of __________ 20__

My Commission expires:

See Attached Joint Declaration of Affiant (Affiant)

(Print name & title if 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.**
CALIFORNIA JURAT WITH AFFIANT STATEMENT

<table>
<thead>
<tr>
<th>1.</th>
<th>2.</th>
<th>3.</th>
<th>4.</th>
<th>5.</th>
<th>6.</th>
</tr>
</thead>
</table>

Signature of Document Signer No. 1

Signature of Document Signer No. 2 (if any)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Los Angeles

Subscribed and sworn to (or affirmed) before me on this day of , 2018, by ,

Name(s) of Signer(s)
proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Signature

Signature of Notary Public

Seal

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: "Affidavit of Compliance with its Conditions" Document Date: 9/19/18

Number of Pages: 1

Signer(s) Other Than Named Above:

©2014 National Notary Association • www.NationalNotary.org • 1-800-US NOTARY (1-800-875-6827) Item #5910
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, color, creed, religion, 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 review any of its existing 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 without regard to age, race, creed, religion, 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 AA362 (electronically provided by the Division and distributed to the public agency through the Division’s website at www.njacehs.gov/contract,compliance

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchases & 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 Purchases & 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.A.S.A. 10:5-31 and N.J.A.C. 17:27
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

General 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/contractor’s bid shall be rejected if non-responsive if said contractor fails to comply with the requirements of N.J.A.S.A. 10:5-31 and N.J.A.C. 17:27.

Representative’s Name: (Print)
Miranda Rodriguez / Manager

Representative’s Signature:

Name of Company: National Auto Fleet

Tel. No: 855-284-6572 Date: 9/19/2016
APPENDIX A
AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disabilities

The contractor and the Owner of Fleet Group (hereafter "owner") do hereby agree that the
provisions of Title I of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. §12101 et
seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs,
and activities provided or made available by public entities, and the rules and regulations promulgated
pursuant thereto, are made a part of this contract. In providing any site, 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 the 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 this Agreement or otherwise at law.

Representative's Name: Title: Manager
Representative's Signature:
Name of Company: National Fleet Group
Tel. No.: 865) 540-6572
Date: 9/19/15
Minority/Woman Business Enterprise (MWBE) Questionnaire for Bidders

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

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

Business Name: National Auto Fleet Group
Address: 490 Auto Center Drive
Telephone No.: (609) 284-6572
Contact Name: Jesse Cooper

Please check applicable category:

___ Minority Owned Business (MBE)   ___ Minority & Woman Owned Business (MWBE)
___ Woman Owned Business (WBE)     X Neither

Definitions

Minority Business Enterprise:

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

African American: a person having origins in any of the black racial groups of Africa.
Hispanic: a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.
Asian: a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.
American Indian or Alaskan Native: a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal, affiliation or community recognition.

Woman Business Enterprise:

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

DIVISION OF PURCHASING COPY
Minority/Woman Business Enterprise (MWBE) Questionnaire for Bidders

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

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

Business Name: National Auto Fleet Group
Address: 1490 Auto Center Drive
Telephone No.: (855) 589-6532
Contact Name: Debbie Carter

Please check applicable category:

_____ Minority Owned Business (MBO)

_____ Minority & Woman Owned Business (MWBE)

_____ Woman Owned Business (WBO)  X Neither

Definitions

Minority Business Enterprise

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

- **African American:** a person having origins in any of the black racial groups of Africa
- **Hispanic:** a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race
- **Asian:** a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands
- **American Indian or Alaskan Native:** a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition

Woman Business Enterprise

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

OFFICE OF EQUAL OPPORTUNITY COPY
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 2014 to 15 DEC 2021.

72 HOUR LLC
490 AUTO CENTER DR
WATSONVILLE, CA 95076

[Signature]
State Treasurer
RESOLUTION AUTHORIZING THE RENEWAL OF AN OPEN END CONTRACT WITH LINCOLN RECYCLING SERVICE LLC FOR THE DISPOSAL OF VARIOUS WASTE TYPES FOR THE DEPARTMENT OF PUBLIC WORKS / DIVISION OF SANITATION

WHEREAS, Resolution No. 17-048, approved on January 25, 2017, awarded a one-year contract in the amount of $537,823.00 to Lincoln Recycling Service LLC for the disposal of various waste types for the City of Jersey City (City), Department of Public Works / Division of Sanitation; and

WHEREAS, the bid specifications provided the City with options to renew the contract for up to two additional one year periods with the renewal contract price being the preceding year’s contract price as adjusted according to the Federal Consumer Price Index published by the Bureau of Labor Statistics; and

WHEREAS, Resolution No. 18-079, approved on January 24, 2018, exercised the first option to renew for a total contract amount of $537,823.00; and

WHEREAS, pursuant to N.J.S.A. 40A:11-15, the City desires to exercise the final option and renew the contract for an additional one-year period effective as of January 25, 2019 and ending on January 24, 2020; and

WHEREAS, the contractor has been performing the services in an effective and efficient manner; and

WHEREAS, the total cost of the contract renewal is $537,823.00; and

WHEREAS, funds in the amount of $50,000.00 are available in the Division of Sanitation Operating Account No. 18-01-201-26-290-314; and

WHEREAS, pursuant to N.J.A.C. 5:30-5.5(c) (2), the balance of the contract funds will be encumbered in the 2019 calendar year temporary and permanent budgets and in the subsequent fiscal year budget.

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

1) The Mayor or Business Administrator is authorized to renew the agreement with Lincoln Recycling Service LLC for the disposal of various waste types for the City of Jersey City (City), Department of Public Works / Division of Sanitation;

2) The renewal contract is for a one-year period effective as of January 25, 2019, and the total cost of the contract shall not exceed $537,823.00;

3) Upon certification by an official or employee of the City authorized to attest that the contractor has complied with the specifications in all respects, and the requirements of the contract met, then payment to the contractor shall be made in accordance with the provisions of the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et seq.

(Continued on Page 2)
RESOLUTION AUTHORIZING THE RENEWAL OF AN OPEN END CONTRACT WITH LINCOLN RECYCLING SERVICE LLC FOR THE DISPOSAL OF VARIOUS WASTE TYPES FOR THE DEPARTMENT OF PUBLIC WORKS / DIVISION OF SANITATION

I, Donna Mauer, as Chief Financial Officer, hereby certify that these funds are available for this expenditure in Sanitation Operating Account No. 19-01-201-26-290-314 for payment of the above resolution.

Requisition # 0186739

Purchase Order # 1324017

January 4, 2019

APPROVED
Patrick G. Stanani, DPW Director

APPROVED AS TO LEGAL FORM
Corporation Counsel

Certification Required □ Not Required

APPROVED 9-0

COUNCILPERSON AYE NAY N.V. COUNCILPERSON AYE NAY N.V. COUNCILPERSON AYE NAY N.V.
RIDLEY ✓ ✓
PRINZ-AREY ✓ ✓
BOGGIANO ✓ ✓

✓ Indicates Vote

N.V. - Not Voting (Abstain)

Record of Council Vote on Final Passage 1.24.19

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

Ralph R. Lavarro, Jr., President of Council
Robert Byrne, City Clerk
RESOLUTION FACT SHEET - CONTRACT AWARD
This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING THE RENEWAL OF AN OPEN END CONTRACT WITH LINCOLN RECYCLING SERVICE LLC FOR THE DISPOSAL OF VARIOUS WASTE TYPES FOR THE DEPARTMENT OF PUBLIC WORKS / DIVISION OF SANITATION

Project Manager

<table>
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<tr>
<th>Department/Division</th>
<th>DPW</th>
<th>Sanitation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name/Title</td>
<td>Frank Lamparelli</td>
<td>Director</td>
</tr>
<tr>
<td>Phone/email</td>
<td>201-547-4400</td>
<td><a href="mailto:flamparelli@jcnj.org">flamparelli@jcnj.org</a></td>
</tr>
</tbody>
</table>

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

Contract Purpose

- Disposal of various waste types.
- Such as construction and demolition, sweeper debris, woods, tires, white goods, Christmas trees and vegetative waste (leaves).
- Open end contract.
- DPW spent about $455,000.00 in the previous contract.

Cost (Identify all sources and amounts)  
01-201-26-290-314 (Dif Off Operating)  
Total Contract amount=$537,823.00  
Temporary Encumbrancy =$50,000.00

Contract term (include all proposed renewals)
01/25/19 to 01/24/20.  
This is the final renewal.

Type of award  
Contract Renewal – Public Bid

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

RESOLUTION AUTHORIZING THE RENEWAL OF AN OPEN END CONTRACT WITH LINCOLN RECYCLING SERVICE LLC FOR THE DISPOSAL OF VARIOUS WASTE TYPES FOR THE DEPARTMENT OF PUBLIC WORKS / DIVISION OF SANITATION

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, Resolution No. 17-048, approved on January 25, 2017, awarded a one-year contract in the amount of $537,823.00 to Lincoln Recycling Service LLC for the disposal of various waste types for the City of Jersey City (City), Department of Public Works / Division of Sanitation; and

WHEREAS, the bid specifications provided the City with options to renew the contract for up to two additional one year periods with the renewal contract price being the preceding year's contract price as adjusted according to the Federal Consumer Price Index published by the Bureau of Labor Statistics; and

WHEREAS, pursuant to N.J.S.A. 40A:11-15, the City desires to exercise the first option and renew the contract for an additional one-year period effective as of January 25, 2018 and ending on January 24, 2019; and

WHEREAS, the contractor has been performing the services in an effective and efficient manner; and

WHEREAS, the total cost of the contract renewal is $537,823.00; and

WHEREAS, funds in the amount of $50,000.00 are available in the Division of Sanitation Operating Account No. 18-01-261-26-290-314; and

WHEREAS, pursuant to N.J.A.C. 5:30-5.5(c) (2), the balance of the contract funds will be encumbered in the 2018 calendar year temporary and permanent budgets and in the subsequent fiscal year budget.

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

1) The Mayor or Business Administrator is authorized to renew the agreement with Lincoln Recycling Service LLC for the disposal of various waste types for the City of Jersey City (City), Department of Public Works / Division of Sanitation;

2) The renewal contract is for a one-year period effective as of January 25, 2018, and the total cost of the contract shall not exceed $537,823.00; and

3) Upon certification by an official or employee of the City authorized to attest that the contractor has complied with the specifications in all respects, and the requirements of the contract met, payment to the contractor shall be made in accordance with the provisions of the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et seq.

(Continued on Page 2)
Continuation of Resolution

Res. 18-079

10.2.2 JAN 24 2018

City Clerk File No. 16-26-796-314
Agenda No. 10.1.2018

TITLE:
RESOLUTION AUTHORIZING THE RENEWAL OF AN OPEN END
CONTRACT WITH LINCOLN RECYCLING SERVICE LLC FOR THE
DISPOSAL OF VARIOUS WASTE TYPES FOR THE DEPARTMENT OF
PUBLIC WORKS / DIVISION OF SANITATION

I, Donna Mauer, as Chief Financial Officer, hereby certify that
these funds are available for this expenditure in Sanitation Operating Account No. 18-91-
201-26-296-314 for payment of the above resolution.

Requisition # 0181846

Purchase Order # 127706

January 5, 2018

APPROVED
APPROVED AS TO LEGAL FORM
Patrice G. Blandino
Business Administrator

Joe M. Morano
Superintendent

Certification Required "Y"
Not Required
APPROVED 9-0

COUNCILPERSON AYE NAY N.V. COUNCILPERSON AYE NAY N.V. COUNCILPERSON AYE NAY N.V.
Ridley ✓ ✓ ✓ Ridley ✓ ✓ ✓
Prinz-Arey ✓ ✓ ✓ Solomon ✓ ✓ ✓
Boggiano ✓ ✓ ✓ Watterman ✓ ✓ ✓

N.V.-Not Voting (Abstain)

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

Shanice E. Lascari, Jr. President of Council
Robert Byrne, City Clerk
RESOLUTION AUTHORIZING THE RENEWAL OF AN OPEN END CONTRACT WITH LINCOLN RECYCLING SERVICE LLC FOR THE DISPOSAL OF VARIOUS WASTE TYPES FOR THE DEPARTMENT OF PUBLIC WORKS / DIVISION OF SANITATION

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, Resolution No. 17-048, approved on January 25, 2017, awarded a one-year contract in the amount of $537,823.00 to Lincoln Recycling Service LLC for the disposal of various waste types for the City of Jersey City (City), Department of Public Works / Division of Sanitation; and

WHEREAS, the bid specifications provided the City with options to renew the contract for up to two additional one-year periods with the renewal contract price being the preceding year's contract price as adjusted according to the Federal Consumer Price Index published by the Bureau of Labor Statistics; and

WHEREAS, pursuant to N.J.S.A. 40A:11-15, the City desires to exercise the first option and renew the contract for an additional one-year period effective as of January 25, 2018 and ending on January 24, 2019; and

WHEREAS, the contractor has been performing the services in an effective and efficient manner; and

WHEREAS, the total cost of the contract renewal is $537,823.00; and

WHEREAS, funds in the amount of $50,000.00 are available in the Division of Sanitation Operating Account No. 18-01-201-26-290-314; and

WHEREAS, pursuant to N.J.A.C. 5:30-5.5(c) (2), the balance of the contract funds will be encumbered in the 2018 calendar year temporary and permanent budgets and in the subsequent fiscal year budget.

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

1) The Mayor or Business Administrator is authorized to renew the agreement with Lincoln Recycling Service LLC for the disposal of various waste types for the City of Jersey City (City), Department of Public Works / Division of Sanitation;

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3) Upon certification by an official or employee of the City authorized to attest that the contractor has complied with the specifications in all respects, and the requirements of the contract met, then payment to the contractor shall be made in accordance with the provisions of the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et seq.

(Continued on Page 2)
Res. 18-079
JAN 24 2018

RESOLUTION AUTHORIZING THE RENEWAL OF AN OPEN END CONTRACT WITH LINCOLN RECYCLING SERVICE LLC FOR THE DISPOSAL OF VARIOUS WASTE TYPES FOR THE DEPARTMENT OF PUBLIC WORKS / DIVISION OF SANITATION

Donna Mauer, as Chief Financial Officer, hereby certify that these funds are available for this expenditure in Sanitation Operating Account No. 18-01-201-26-290-314 for payment of the above resolution.

Requisition # 0181846

Purchase Order # 127706

January 5, 2018

Approved

Patrick G. Stamato, D/F, Treasurer

APPROVED AS TO LEGAL FORM

Corporate Counsel

Certification Required ☐

Not Required ☐

APPROVED ☑

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 1.24.18

<table>
<thead>
<tr>
<th>COUNCILPERSON</th>
<th>AYE</th>
<th>NAY</th>
<th>N.V.</th>
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<th>N.V.</th>
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<tr>
<td>PRINZ-AREY</td>
<td>☑</td>
<td></td>
<td></td>
<td>SOLOMON</td>
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<td></td>
<td></td>
<td>LAVARRO, PRES</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>BOGGIANO</td>
<td>☑</td>
<td></td>
<td></td>
<td>RIVERA</td>
<td>☑</td>
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<td>WATERMAN</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

N.V.-Not Voting (Abstain)

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

[Signatures]

Lavarno, Jr., President of Council

Robert Byrne, City Clerk
BID SPECIFICATIONS FOR
BID PROPOSAL DOCUMENTS
DISPOSAL OF VARIOUS WASTE TYPES
DFW DIVISION OF DIRECTOR'S OFFICE

This contract will be awarded as an open-end contract. The minimum and the maximum quantities for each item are as stated below.
Vendor will bid on the maximum quantities.

IN TONNAGE

<table>
<thead>
<tr>
<th>ITEM</th>
<th>QUANTITY</th>
<th>DESCRIPTION</th>
<th>UNIT COST</th>
<th>TOTAL BID</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>0-4,000</td>
<td>Construction and Demolition (C&amp;D)</td>
<td>$39.21 p/ton</td>
<td>$156,840.00</td>
</tr>
<tr>
<td>B</td>
<td>0-1,700</td>
<td>IDW-Sweeper Debris</td>
<td>$30.21 p/ton</td>
<td>$51,570.00</td>
</tr>
<tr>
<td>C</td>
<td>0-600</td>
<td>Wood</td>
<td>$39.21 p/ton</td>
<td>$47,520.00</td>
</tr>
<tr>
<td>D</td>
<td>0-200</td>
<td>Tires</td>
<td>$175 p/ton</td>
<td>$35,000.00</td>
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<tr>
<td>E</td>
<td>0-300</td>
<td>White Goods (Refrigerator and Air conditioners)</td>
<td>$30.40 p/ton</td>
<td>$9,000.00</td>
</tr>
<tr>
<td>F</td>
<td></td>
<td></td>
<td></td>
<td>$511,023.00</td>
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</table>

IN CUBIC YARDS

<table>
<thead>
<tr>
<th>ITEM</th>
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<th>TOTAL BID</th>
</tr>
</thead>
<tbody>
<tr>
<td>G</td>
<td>0-600</td>
<td>Christmas Trees</td>
<td>$8.50 p/yard</td>
<td>$5,100.00</td>
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<tr>
<td>H</td>
<td>0-230</td>
<td>Vegetative Waste (leaves)</td>
<td>$8.50 p/yard</td>
<td>$1,920.00</td>
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<tr>
<td>I</td>
<td></td>
<td></td>
<td></td>
<td>$6,200.00</td>
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</table>

GRAND TOTAL PRICE ITEMS F+I

The City will use the grand total price calculated by using the maximum quantities stated for items F+1.
The Contractor shall be paid based on minimum and maximum quantities used, however, it shall not exceed the maximum quantities without prior issuance of a change order.

$537,823.00

Page 7
RESOLUTION AUTHORIZING THE AWARD OF AN OPEN-END CONTRACT TO LINCOLN RECYCLING SERVICE LLC FOR THE DISPOSAL OF VARIOUS WASTE TYPES FOR THE DEPARTMENT OF PUBLIC WORKS/DIVISION OF SANITATION

COUNCIL
offered and moved adoption of the following Resolution:

WHEREAS, the City of Jersey City advertised for the receipt of bids on December 15, 2016 for the Disposal of Various Waste Types for the Department of Public Works/Division of Sanitation; and

WHEREAS, this contract was bid as a one-year (1) open-end contract, the minimum and maximum quantities for Nine (9) items as contained in the Bid Specifications and the unit cost prices are set forth in the bidder's proposal; and

WHEREAS, Lincoln Recycling Service LLC submitted the low bid in the amount of $537,823.00; and

WHEREAS, the sum of Five Hundred Thirty Seven Thousand, Eight Hundred Twenty Three ($537,823.00) Dollars, will be budgeted for in the 2017 budget; and

WHEREAS, the Purchasing Agent certified that he considers the bid submitted by Lincoln Recycling Service LLC to be fair and reasonable; and

WHEREAS, the sum of Forty Thousand $40,000.00 is available in Operating Account No. 01-201-25-280-314;

NOW, THEREFORE, be it resolved by the Municipal Council of the City of Jersey City that:

1. The Mayor or Business Administrator is authorized to execute an agreement with Lincoln Recycling Service LLC for the Department of Public Works/Division of Sanitation;

2. This contract is awarded as a one-year (1) open-end contract. The City reserves the right to extend the contract for up to Two (2) additional one year terms pursuant to specifications and bids thereon;

3. The minimum and maximum quantities for Nine (9) items are as contained in Bid Specifications and the unit cost prices are set forth in the bidder's proposal;

4. The Chief Financial Officer shall prepare and execute certificates of available funds as orders are made during the term of the contract;

5. Upon certification by an official or employee of the City authorized to attest that the contractor has complied with specifications in all respects, and the requirements of the contract met, then payment to the contractor shall be made in accordance with the provisions of the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et seq.; and

(continued on Page 2)
RESOLUTION AUTHORIZING THE AWARD OF AN OPEN-END CONTRACT TO
LINCOLN RECYCLING SERVICE LLC FOR THE DISPOSAL OF VARIOUS WASTE
TYPES FOR THE DEPARTMENT OF PUBLIC WORKS/DIVISION OF SANITATION

6. The award of this contract shall be subject to the condition that the contractor provide
satisfactory evidence of compliance with the Affirmative Action Amendments to the Law
Against Discrimination, N.J.S.A. 10:5-31 et seq.

( Donna Macca), Chief Financial Officer, certify
that there are sufficient funds available for the payment of the above resolution in Account show
below.

Department of Public Works/Division of Sanitation

<table>
<thead>
<tr>
<th>Account #</th>
<th>P.O. #</th>
<th>Temp. Encumb.</th>
<th>Amount</th>
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</thead>
<tbody>
<tr>
<td>01-201-26-290-314</td>
<td>123593</td>
<td></td>
<td>$40,000.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>$537,823.08</td>
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</tbody>
</table>

Approved by

Peter Pulendore, Director of Purchasing

1/17/17

APPROVED:

[Signature]

APPROVED AS TO LEGAL FORM

[Signature]

Certification Required: 

[Signature]

APPROVED 2-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 1.25.17

<table>
<thead>
<tr>
<th>COUNCILPERSON</th>
<th>AYE</th>
<th>NAY</th>
<th>N.V.</th>
<th>COUNCILPERSON</th>
<th>AYE</th>
<th>NAY</th>
<th>N.V.</th>
<th>COUNCILPERSON</th>
<th>AYE</th>
<th>NAY</th>
<th>N.V.</th>
</tr>
</thead>
<tbody>
<tr>
<td>CAIREDROU</td>
<td></td>
<td></td>
<td></td>
<td>YOUNG</td>
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<td></td>
<td>RIVERA</td>
<td></td>
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<tr>
<td>GADSON</td>
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<td>OSBORN</td>
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<td>WATERMAN</td>
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<tr>
<td>BOSHUNO</td>
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<td>ROBINSON</td>
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<td></td>
<td></td>
<td>LAVARRO, PRES.</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

N.V. = Not Voting (Abstain)

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

[Signature]

[Signature]
CERTIFICATE OF EMPLOYEE INFORMATION REPORT

INITIAL

This is to certify that the contractor, Lincoln Recycling Services, has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-9.1 et seq. and the State Treasurer has approved the report. This approval will remain in effect for the period of 1/1/2022 to 12/31/2023.

LINCOLN RECYCLING SERVICES
4711 DELI AVE
NORTH BERGEN, NJ 07047

[Signature]
FORD M. SCUGGER
State Treasurer
<table>
<thead>
<tr>
<th>Taxpayer Name:</th>
<th>LINCOLN RECYCLING SERVICES, LLC</th>
</tr>
</thead>
<tbody>
<tr>
<td>Trade Name:</td>
<td></td>
</tr>
<tr>
<td>Address:</td>
<td>4711 DELL AVENUE</td>
</tr>
<tr>
<td></td>
<td>NORTH BERGEN, NJ 07047-2815</td>
</tr>
<tr>
<td>Certificate Number:</td>
<td>1827842</td>
</tr>
<tr>
<td>Effective Date:</td>
<td>October 11, 2013</td>
</tr>
<tr>
<td>Date of Issuance:</td>
<td>September 26, 2016</td>
</tr>
</tbody>
</table>

For Office Use Only:
20160926112019748
Silendra Bajnauth

As per your request, attached please find the completed forms requested. If you have any questions, please contact us.

Wishing you a very Happy New Year.

Mary Abbatello

Accounting Department
Lincoln Recycling Services LLC
4711 Dell Ave North Bergen NJ 07047
Phone (201)974-2962 Ext.4
Fax (201)974-2965

www.lincolnrecyclingnj.com
EEO/AFFIRMATIVE ACTION REQUIREMENTS

Goods, Professional Services and General Service Contracts

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

Jeana F. Abuan
Spvg. Adm. Analyst, Public Agency Compliance Officer
Department of Administration
Office of Tax Abatement & Compliance
13-15 Linden Avenue East
Jersey City NJ 07305
Tel. #201-547-4538
E-mail Address: abuanj@jcnj.org
EXHIBIT A
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
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
( Manda tory Affirmative Action Language)

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

Representative's Name/Title (Print): James Francesco
Representative's Signature: ____________________________
Name of Company: Lincoln Recycling Services, LLC
Tel. No.: 201-974-2942 Date: DECEMBER 31, 2018
The contractor and the ____________________ (hereafter “owner”) do hereby agree that the provisions of Title I of the Americans With Disabilities Act of 1990 (the “Act”) (42 U.S.C. §12101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner’s grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

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

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

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

Representative’s Name/Title Print: James Francesco
Representative’s Signature: [Signature]
Name of Company: Lincoln Recycling Services, LLC
Tel. No.: 201-974-2942
Date: December 31, 2018
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: Lincoln Recycling Services, LLC.
Address: 1711 Dell Ave, North Bergen, NJ 07047
Telephone No.: 201-974-2962
Contact Name: James Francesco

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.
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: Lincoln Recycling Services, LLC
Address: 4711 Dell Ave, North Bergen, NJ 07047
Telephone No.: 201-974-2962
Contact Name: James Francesco

Please check applicable category:

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

Definitions:

Minority Business Enterprise

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

- African American: a person having origins in any of the black racial groups of Africa
- Hispanic: a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.
- Asian: a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.
- American Indian or Alaskan Native: a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

Woman Business Enterprise

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

DIVISION OF PURCHASING COPY
CERTIFICATE OF EMPLOYEE INFORMATION REPORT

INITIAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of 15-SEP-2016 to 15-SEP-2023

LINCOLN RECYCLING SERVICES, LLC
4711 DELL AVE.
NORTH BERGEN
NJ 07047

FORD M. SCÜDDER
State Treasurer
State of New Jersey
Division of Public Contracts Equal Employment Opportunity Compliance

EMPLOYEE INFORMATION REPORT

IMPORTANT- READ INSTRUCTIONS ON BACK OF FORM CAREFULLY BEFORE COMPLETING FORM. TYPE OR PRINT IN SHARP BALLPOINT PEN. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM MIGHT DELAY ISSUANCE OF YOUR CERTIFICATE. DO NOT SUBMIT EEO-1 REPORT FOR SECTION B, ITEM 11.

SECTION A - COMPANY IDENTIFICATION

1. FD. NO. OR SOCIAL SECURITY NUMBER
2. TYPE OF BUSINESS
   □ 1. MANUFACTURING 2. SERVICE 3. WHOLESALE 4. RETAIL 5. OTHER
3. TOTAL NO. OF EMPLOYEES IN THE ENTIRE COMPANY:

4. COMPANY NAME
   Lincoln Recycling Services, LLC

5. STREET
   4711 Dell Ave.
   CITY North Bergen
   COUNTY Hudson
   STATE NJ
   ZIP CODE 07047

6. NAME OF PARENT OR AFFILIATED COMPANY (IF NONE, SO INDICATE)
   None

7. CHECK ONE: IS THE COMPANY:
   □ SINGLE-ESTABLISHMENT EMPLOYER
   □ MULTI-ESTABLISHMENT EMPLOYER

8. IF MULTI-ESTABLISHMENT EMPLOYER, STATE THE NUMBER OF ESTABLISHMENTS IN NJ

9. TOTAL NUMBER OF EMPLOYEES AT ESTABLISHMENT WHICH HAS BEEN AWARDED THE CONTRACT

10. PUBLIC AGENCY AWARING CONTRACT
     DATE RECEIVED IMPA 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.

<table>
<thead>
<tr>
<th>JOB Categories</th>
<th>All Employees</th>
<th>PERMANENT MINORITY/NON-MINORITY EMPLOYEE BREAKDOWN</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Total (Cols. 1 &amp; 2)</td>
<td>COL. 3 MALE</td>
</tr>
<tr>
<td>Official/Managers</td>
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<td>02</td>
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<tr>
<td>Professionals</td>
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<td>03</td>
</tr>
<tr>
<td>Technicians</td>
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<td>01</td>
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<td>Operatives (Semi-Skilled)</td>
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<tr>
<td>Laborers (Unskilled)</td>
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</tr>
<tr>
<td>Total</td>
<td>00</td>
<td>00</td>
</tr>
</tbody>
</table>

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?
   Employment Records

13. DATES OF PAYROLL PERIOD USED FROM:
    01/01/2013 TO: 12/29/2018
    □ YES □ NO 2018

SECTION C - SIGNATURE AND IDENTIFICATION

14. IS THIS THE FIRST EMPLOYEE INFORMATION REPORT SUBMITTED?
   □ YES □ NO

15. IF NO, DATE LAST REPORT SUBMITTED

16. NAME OF PERSON COMPLETING FORM (Print or Type)
   James Francesco

17. ADDRESS NO. & STREET
    4711 Dell Avenue
    NORTH BERGEN
    HUDSON
    NJ 07047

I certify that the information on this form is true and correct.
## STATE OF NEW JERSEY
### BUSINESS REGISTRATION CERTIFICATE

<table>
<thead>
<tr>
<th>Taxpayer Name:</th>
<th>LINCOLN RECYCLING SERVICES, LLC</th>
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</thead>
<tbody>
<tr>
<td>Trade Name:</td>
<td></td>
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<tr>
<td>Address:</td>
<td>4711 DELL AVENUE</td>
</tr>
<tr>
<td></td>
<td>NORTH BERGEN, NJ 07047-2815</td>
</tr>
<tr>
<td>Certificate Number:</td>
<td>1827842</td>
</tr>
<tr>
<td>Effective Date:</td>
<td>October 11, 2013</td>
</tr>
<tr>
<td>Date of Issuance:</td>
<td>December 31, 2018</td>
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</table>

**For Office Use Only:**

20181231142206433
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 Lincoln Recycling Services, LLC (name of business entity) has not made any reportable contributions in the **one-year period preceding December 31, 2008** (date City Council awards contract) that would be deemed to be violations of Section One of the City of Jersey City’s Contractor Pay-to-Play Reform Ordinance 08-128 (attached hereto) and that would bar the award of this contract. I further certify that during the term of the contract Lincoln Recycling Services, 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: Lincoln Recycling Services, LLC

Signed: [Signature]

Print Name: James Francesco

Date: December 31, 2018

Subscribed and sworn before me this 31st day of December, 2018.


(Affiant)

Vice 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).

<table>
<thead>
<tr>
<th>Steven Fulop for Mayor 2017</th>
<th>Mira Prinz-Arcy for Council</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lavarro for Councilman</td>
<td>Friends of Richard Boggiano</td>
</tr>
<tr>
<td>Friends of Joyce Waterman</td>
<td>Michael Yun for Council</td>
</tr>
<tr>
<td>Friends of Daniel Rivera</td>
<td>Solomon for Council</td>
</tr>
<tr>
<td>Ridley for Council</td>
<td>Friends of Jermaine Robinson</td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>Name of Stock or Shareholder</th>
<th>Home Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>John Freia</td>
<td>3197 North Jackson Ave, Uniontown OH 44485</td>
</tr>
<tr>
<td>James Francesco</td>
<td>224 Addison Pl, Paramus, NJ 07652</td>
</tr>
<tr>
<td>Jeffrey Marangy</td>
<td>1025 Maxwell Lane, Hoboken, NJ 07030</td>
</tr>
</tbody>
</table>

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: Lincoln Recycling Services, LLC
Signature of Affiant: James Francesco
Printed Name of Affiant: James Francesco
Title: Vice President
Date: December 31, 2019

Subscribed and sworn before me this 31st day of December, 2018

My Commission expires: 11.28.21

Witnessed or attested by:

Mary Abbatiello
Notary Public - State of N.Y.
No. 01A88137463
Qualified in Nassau County
Commission Expires 11/28/21
C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

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

This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.

Part I - Vendor Information

<table>
<thead>
<tr>
<th>Vendor Name:</th>
<th>Lincoln Recycling Services, LLC</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address:</td>
<td>4711 Defi Avenue</td>
</tr>
<tr>
<td>City:</td>
<td>North Bergen</td>
</tr>
<tr>
<td>State:</td>
<td>New Jersey</td>
</tr>
<tr>
<td>Zip:</td>
<td>07407</td>
</tr>
</tbody>
</table>

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

Signature: 

James Francesco

Printed Name: 

James Francesco

Title: 

Vice President

Part II - Contribution Disclosure

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

Check here if disclosure is provided in electronic form.

<table>
<thead>
<tr>
<th>Contributor Name</th>
<th>Recipient Name</th>
<th>Date</th>
<th>Dollar Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lincoln Recycling Services, LLC</td>
<td>NJIS Foundation</td>
<td>2.15.2018</td>
<td>$3000.00</td>
</tr>
<tr>
<td>Lincoln Recycling Services, LLC</td>
<td>North Bergen Democratic Municipal Comm</td>
<td>4.16.2018</td>
<td>1500.00</td>
</tr>
<tr>
<td>Lincoln Recycling Services, LLC</td>
<td>Andrew Cuomo 2018</td>
<td>6.18.2018</td>
<td>5200.00</td>
</tr>
<tr>
<td>Lincoln Recycling Services, LLC</td>
<td>Deputy Fire Association</td>
<td>7.01.2018</td>
<td>1500.00</td>
</tr>
<tr>
<td>Lincoln Recycling Services, LLC</td>
<td>North Bergen Democratic Municipal Comm</td>
<td>10.01.2018</td>
<td>2000.00</td>
</tr>
</tbody>
</table>

Check here if the information is continued on subsequent page(s)
RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO ROUTE 23 AUTO MALL LLC FOR THE PURCHASE AND DELIVERY OF TWO FORD F550 CHASSIS XL TRUCKS UNDER STATE CONTRACT FOR THE DEPARTMENT OF WORKS, DIVISION OF AUTOMOTIVE MAINTENANCE

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, the Department of Public Works, Division of Automotive Maintenance needs to purchase two 2019 Ford F550 trucks for snow plowing and salting; 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 a City Council authorization for contracts exceeding $40,000.00; and

WHEREAS, Route 23 Auto Mall LLC, 1301 Route 23 South, Butler, New Jersey 07405 is in possession of State contract 17-FLEET-00241, and will provide two 2019 Ford F550 trucks for a total contract amount of one hundred thousand two, nine hundred fifty six dollars ($102,956.00); and

WHEREAS, funds are available for this contract in the Capital Account:

<table>
<thead>
<tr>
<th>Acct #</th>
<th>P.O. #</th>
<th>State Contract</th>
<th>Total Contract</th>
</tr>
</thead>
<tbody>
<tr>
<td>04-215-55-170-990</td>
<td>132089</td>
<td>17-FLEET-00241</td>
<td>$102,956.00</td>
</tr>
</tbody>
</table>

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 award to Route 23 Auto Mall LLC in the amount of $102,956.00 for the purchase and delivery of two 2019 Ford F550 trucks is authorized.

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

3. The term of the contract will be completed upon the delivery of goods and services.

4. 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 seq.

(Continued to page 2)
RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO ROUTE 23 AUTO MALL LLC FOR THE
PURCHASE AND DELIVERY OF TWO FORD F550 CHASSIS XL TRUCKS UNDER STATE CONTRACT
FOR THE DEPARTMENT OF WORKS, DIVISION OF AUTOMOTIVE MAINTENANCE

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

WHEREAS, funds are available for this contract in the Capital Account:

<table>
<thead>
<tr>
<th>Acct #</th>
<th>P.O. #</th>
<th>State Contract</th>
<th>Total Contract</th>
</tr>
</thead>
<tbody>
<tr>
<td>04-215-55-170-960</td>
<td>132089</td>
<td>17-FLEET-00241</td>
<td>$102,956.00</td>
</tr>
</tbody>
</table>

Approved by: Peter Figado, Director of Purchasing
RPPO, GPA

January 9, 2019

APPROVED:

APPROVED AS TO LEGAL FORM

COUNCILPERSON AYE NAY N.V. COUNCILPERSON AYE NAY N.V. COUNCILPERSON AYE NAY N.V.
RILEY ✔ ☑ ☑
PRINZ-AREY ✔ ☑ ☑
BOGGIANO ✔ ☑ ☑

☑ Indicates Vote
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 THE AWARD OF A CONTRACT TO ROUTE 23 AUTO MALL LLC FOR THE PURCHASE AND DELIVERY OF TWO FORD F550 CHASSIS XL TRUCKS UNDER STATE CONTRACT FOR THE DEPARTMENT OF WORKS, DIVISION OF AUTOMOTIVE MAINTENANCE

Project Manager

<table>
<thead>
<tr>
<th>Department/Division</th>
<th>Name/Title</th>
<th>Phone/email</th>
</tr>
</thead>
<tbody>
<tr>
<td>DPW</td>
<td>Hector Ortiz</td>
<td>201-547-4400</td>
</tr>
<tr>
<td></td>
<td>Martin Valencia</td>
<td>201-547-4422</td>
</tr>
</tbody>
</table>

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

Contract Purpose

- To purchase two (2) Ford F 550.
- For snow plowing and salting citywide.
- Each Cost is $51,478.00

Cost (Identify all sources and amounts)  Contract term (include all proposed renewals)

<table>
<thead>
<tr>
<th>DPW Capital Account</th>
<th>04-215-55-170-990</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Contract amount</td>
<td>$102,956.00</td>
</tr>
</tbody>
</table>

Type of award  State Contract Award

If “Other Exception”, enter type

Additional Information

I certify that all the facts presented herein are accurate.

Signature of Department Director  Date

Signature of Purchasing Director  Date
NJ STATE CONTRACT
CONTRACT 17-FLEET-00241, Butler, New Jersey, 07405
Office: 973-833-0800

Customer Proposal

Prepared for:
Mr. Martin Valente
Supervisor, Jersey City DPW
13 Linden Ave
Jersey City, NJ 07305
Office: 201-547-4452
Email: MValenti@jcnj.org

Prepared by:
Dave Armiger
Office: 973-838-0800

Date: 12/18/2018
Vehicle: 2019 F-550 Chassis XL
4x4 SD Regular Cab 145" WB DRW
Quote ID: JCPWF5H19M
<table>
<thead>
<tr>
<th>Contract/Blanket #</th>
<th>Bid #</th>
<th>Description</th>
<th>Vendor Name</th>
<th>Type Code</th>
<th>Begin Date</th>
<th>End Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>42092</td>
<td></td>
<td>T2085 - AUTOMOTIVE PARTS FOR HEAVY DUTY VEHICLES (CLASS 5 OR HIGHER, OVER 15,000 LB GVWR)</td>
<td>PML INC. Dba Politi Auto Parts</td>
<td>04</td>
<td>08/10/2016</td>
<td>08/09/2019</td>
</tr>
<tr>
<td>40176</td>
<td></td>
<td>T0064 - AUTOMOTIVE GLASS AND WINDSHIELD REPAIR</td>
<td>Quality Auto Glass Inc.</td>
<td>06</td>
<td>11/01/2015</td>
<td>10/31/2019</td>
</tr>
<tr>
<td>82769</td>
<td></td>
<td>T1845 - ULTRA LOW SULFUR DIESEL AND BIODIESEL FUEL</td>
<td>Rachles/Micheles Oil Co</td>
<td>04</td>
<td>11/01/2012</td>
<td>05/31/2019</td>
</tr>
<tr>
<td>80913</td>
<td></td>
<td>T0083 - GASOLINE, AUTOMOTIVE</td>
<td>Rachles/Micheles Oil Co</td>
<td>04</td>
<td>02/29/2012</td>
<td>03/31/2019</td>
</tr>
<tr>
<td>17-FOOD-00399</td>
<td>17DPP00140</td>
<td>T0077 Number 2 Heating Fuel Oil</td>
<td>Rachles/Micheles Oil Co</td>
<td>04</td>
<td>07/01/2018</td>
<td>06/30/2023</td>
</tr>
<tr>
<td>82763</td>
<td></td>
<td>T1845 - ULTRA LOW SULFUR DIESEL AND BIODIESEL FUEL</td>
<td>Riggins Inc.</td>
<td>04</td>
<td>11/01/2012</td>
<td>05/31/2019</td>
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<tr>
<td>80909</td>
<td></td>
<td>T0083 - GASOLINE, AUTOMOTIVE</td>
<td>Riggins Inc.</td>
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<td>17-FOOD-00392</td>
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<td>Riggins Inc.</td>
<td>04</td>
<td>07/01/2018</td>
<td>06/30/2023</td>
</tr>
<tr>
<td>42073</td>
<td></td>
<td>T2085 - AUTOMOTIVE PARTS FOR HEAVY DUTY VEHICLES (CLASS 5 OR HIGHER, OVER 15,000 LB GVWR)</td>
<td>Route 23 Automall LLC</td>
<td>04</td>
<td>08/10/2016</td>
<td>08/09/2019</td>
</tr>
<tr>
<td>17-FLEET-00241</td>
<td>17DPP00105</td>
<td>Universal Truck, 19,500 lb. GVWR Crew Cab &amp; Chassis, DRW, 4WD, with Various Bodies (T-3063)</td>
<td>Route 23 Automall LLC</td>
<td>01</td>
<td>08/17/2017</td>
<td>08/16/2020</td>
</tr>
<tr>
<td>40845</td>
<td></td>
<td>T0126 - OEM &amp; NON-OEM MAINTENANCE &amp; REPAIR SERVICES FOR LIGHT/MEDIUM DUTY VEHICLES</td>
<td>Sisbarro Towing and Recovery LLC</td>
<td>04</td>
<td>03/18/2016</td>
<td>03/17/2019</td>
</tr>
</tbody>
</table>

51-75 of 88

Exit

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SONJ_SONJ_PROD_BUYSPEED_4_bso

https://www.njstart.gov/bso/external/publicContracts.sdo

1/8/2019
Master Blanket Purchase Order 17-FLEET-00241

<table>
<thead>
<tr>
<th>Header Information</th>
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</thead>
<tbody>
<tr>
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<tr>
<td>Status: 3PS - Sent</td>
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<tr>
<td>Fiscal Year: 2017</td>
</tr>
<tr>
<td>Organization: Division of Purchase and Property</td>
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<tr>
<td>Department: DPP - Division of Purchase and Property</td>
</tr>
<tr>
<td>Alternate ID:</td>
</tr>
<tr>
<td>Days ARO: 180</td>
</tr>
<tr>
<td>Print Dest Detail: If Different</td>
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<tr>
<td>Catalog ID:</td>
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</tbody>
</table>

Contact Instructions:
- T Number: T-3063
- NJ Cooperative Purchasing: Yes
- Green Blanket PO: No
- Emergency Blanket PO: No
- Small Business Category: None

## Active Contracts

**Show Contracts for Category**

**Automotive Products, Vehicles, and Services**

<table>
<thead>
<tr>
<th>Contract/Blanket #</th>
<th>Bid #</th>
<th>Description</th>
<th>Vendor Name</th>
<th>Type Code</th>
<th>Begin Date</th>
<th>End Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>82766</td>
<td>T1845</td>
<td>T1845 - ULTRA LOW SULFUR DIESEL AND BIODIESEL FUEL</td>
<td>Major Petroleum Industries</td>
<td>04</td>
<td>11/01/2012</td>
<td>05/31/2019</td>
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<td>T0083 - GASOLINE, AUTOMOTIVE</td>
<td>Major Petroleum Industries</td>
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<td>17-FOOD-00397</td>
<td>17DPP00140</td>
<td>T0077 Number 2 Heating Fuel Oil</td>
<td>Major Petroleum Industries</td>
<td>04</td>
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<td>06/30/2023</td>
</tr>
<tr>
<td>80916</td>
<td>T0083</td>
<td>T0083 - GASOLINE, AUTOMOTIVE</td>
<td>Mansfield Oil Co</td>
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<td>02/29/2012</td>
<td>03/31/2019</td>
</tr>
<tr>
<td>41778</td>
<td>G2027</td>
<td>G2027 - MOBILE AGENCY UNIT (VEHICLE)</td>
<td>MBF Industries Inc</td>
<td>26</td>
<td>05/28/2016</td>
<td>06/27/2019</td>
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<tr>
<td>18-FLEET-00198</td>
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<td>G4005 Truck, 35,000 lb. GVWR Cab &amp; Chassis With Customized Aluminum Body and Emergency Lighting</td>
<td>MBF Industries Inc</td>
<td>11</td>
<td>07/12/2017</td>
<td>07/11/2022</td>
</tr>
<tr>
<td>82768</td>
<td>T1845</td>
<td>T1845 - ULTRA LOW SULFUR DIESEL AND BIODIESEL FUEL</td>
<td>National Fuel Oil Inc.</td>
<td>04</td>
<td>11/01/2012</td>
<td>05/31/2019</td>
</tr>
<tr>
<td>17-FOOD-00400</td>
<td>T0077</td>
<td>T0077 Number 2 Heating Fuel Oil</td>
<td>National Fuel Oil Inc.</td>
<td>04</td>
<td>07/01/2018</td>
<td>06/30/2023</td>
</tr>
<tr>
<td>40174</td>
<td>T0084</td>
<td>T0084 - AUTOMOTIVE GLASS AND WINDSHIELD REPAIR</td>
<td>NORMANS AUTO SERVICES</td>
<td>06</td>
<td>11/01/2015</td>
<td>10/31/2019</td>
</tr>
<tr>
<td>40817</td>
<td>T0126</td>
<td>T0126 - OEM &amp; NON-OEM MAINTENANCE &amp; REPAIR SERVICES FOR LIGHT/MEDIUM DUTY VEHICLES</td>
<td>on-site fleet service inc</td>
<td>04</td>
<td>03/18/2016</td>
<td>03/17/2019</td>
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<tr>
<td>82764</td>
<td>T1845</td>
<td>T1845 - ULTRA LOW SULFUR DIESEL AND BIODIESEL FUEL</td>
<td>PEDRONI FUEL COMPANY</td>
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<td>11/01/2012</td>
<td>05/31/2019</td>
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<td>T0083 - GASOLINE, AUTOMOTIVE</td>
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<td>02/29/2012</td>
<td>03/31/2019</td>
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<td>T0063 - GASOLINE, AUTOMOTIVE</td>
<td>Petroleum Traders Corp</td>
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<td>02/29/2012</td>
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<td>Petroleum Traders Corp</td>
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<td>07/01/2018</td>
<td>06/30/2023</td>
</tr>
</tbody>
</table>

Source: [https://www.njstart.gov/bs0/external/publicContracts.sdo](https://www.njstart.gov/bs0/external/publicContracts.sdo)
OFFER AND ACCEPTANCE

TO THE STATE OF NEW JERSEY:

The Undersigned hereby offers and agrees to furnish the goods, products, or services in compliance with all terms of this Master Blanket Purchase Order (Blanket P.O.) (Contract) as defined in Section 2.0 of the Bid Solicitation (Request for Proposal (RFP)).

Vendor (Bidder):
ROUTE 23 AUTOMALL LLC
1301 ROUTE 23
BUTLER, NJ 07405

Title: PARTNER
E-Mail Address: darmiger@23automall.com
Phone Number: 973-838-0800
Fax Number: 973-838-5572

Printed Name: SCOTT BARNA

By signing and submitting this Offer, the Vendor (Bidder) certifies and confirms that:
1. Neither the Vendor (Bidder), nor its representatives, agents or lobbyists have initiated any inappropriate contact with any Executive Branch employee during the procurement to affect the bidding process and shall not do so after submission of its Quote (Proposal);
2. The Vendor (Bidder) has read, understands, and agrees to all terms, conditions, and specifications set forth in the Bid Solicitation (RFP), including but not limited to the acceptance of the State of New Jersey Standard Terms and Conditions, the provisions set forth in Section 4.4.1.1.1 (MacBride Principles Certification), Section 4.4.1.1.2 (No Subcontractor Certification), Section 4.4.1.1.3 (Non-Collusion), and Section 4.4.1.1.4 (New Jersey Business Ethics Guide Certification);
3. The Vendor's (Bidder's) failure to meet any terms and conditions of the Blanket P.O. (Contract) as defined in the Bid Solicitation (RFP) shall constitute a breach and may result in suspension or debarment from further State bidding;
4. A defaulting Vendor (Contractor) may also be liable, at the option of the State, for the difference between the Blanket P.O. (Contract) price and the price bid by an alternate vendor of the goods or services in addition to other remedies available; and
5. By signing and submitting this Offer, the Vendor (Bidder) consents to receipt of any and all documents related to this Bid Solicitation (RFP) and the resulting Blanket P.O. (Contract) by electronic medium or facsimile.

THIS FORM MUST BE SIGNED, COMPLETED AND INCLUDED WITH THE VENDOR'S (BIDDER'S) QUOTE (PROPOSAL).

ADDITIONAL VENDOR (BIDDER) REQUIREMENTS (For State Use Only)

☐ Bid Security Amount: 
☐ Performance Security Amount: 
☐ Payment Security Amount: 
☐ Retaliation Percentage: 

For set-aside contracts only, a Vendor (Bidder) must be registered with the N.J. Division of Revenue and Enterprise Services, Small Business Registration and NA/BE Certification Services Unit. Please refer to N.J.A.C. 17:13-3.1 & 17:13-3.2 for additional information.

ACCEPTANCE OF OFFER (For State Use Only)

The Offer above is hereby accepted and now constitutes a Blanket P.O. (Contract) with the State of New Jersey. The Vendor (Contractor) is now bound to sell the goods, products, or services listed by the attached Blanket P.O. (Contract) as defined by Section 2.0 of the Bid Solicitation (RFP). The Vendor (Contractor) shall not commence any work or provide any good, product, or service under this Blanket P.O. (Contract) until the Vendor (Contractor) complies with all requirements set forth in the Bid Solicitation (RFP) and receives written notice to proceed.

Blanket P.O. (Contract) Number: 17- Fleet - 00 241

Blanket P.O. (Contract) Award Date: 08/17/17
Blanket P.O. (Contract) Effective Date: 08/17/17

State of New Jersey Authorized Signature: [Signature]
Master Blanket/Contract Controls

Master Blanket/Contract Begin Date: 08/17/2017  Master Blanket/Contract End Date: 08/16/2020
Cooperative Purchasing Allowed: Yes

<table>
<thead>
<tr>
<th>Organization</th>
<th>Department</th>
<th>Dollar Limit</th>
<th>Dollars Spent to Date</th>
<th>Minimum Order Amount</th>
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</thead>
<tbody>
<tr>
<td>ALL ORG - Organization Umbrella</td>
<td>AGY - Agency Umbrella Master Control</td>
<td>$0.00</td>
<td>$78,474,00</td>
<td>$0.00</td>
</tr>
</tbody>
</table>

Item Information


NIGP Code: 072-05
Class 5 Trucks (16,001 - 19,500 lb. GVWR)
Bid #: Bid Item #: 17DPPOQ1Q5 / 1 Quote #: Quote Item #: 00000559-R1 / 1

Receipt Method Qty Unit Cost UOM Discount % Total Discount Amt. Tax Rate Tax Amount Total Cost
Quantity 1.0 $59,627.00 EA - Each 0.00 $0.00 .00 $0.00 $59,627.00

Manufacture: Brand: Model:

Print Sequence # 2.0, Item # 2: Hook Lift System, As Specified in Section 3.4.2 of the Bid Solicitation (RFP) Make: Palfinger Model: T125 Installer: Cliffside Body Corporation Delivery Days ARO: 180

NIGP Code: 072-05
Class 5 Trucks (16,001 - 19,500 lb. GVWR)

Receipt Method Qty Unit Cost UOM Discount % Total Discount Amt. Tax Rate Tax Amount Total Cost
Performance Bond: No

Agency Attachments:
- T3063 17DPP00105 Bidder Data Sheet
- T3063 17DPP00105 Cooperative Purchasing Form
- T3063 17DPP00105 Offer and Acceptance Page
- T3063 17DPP00105 Procurement Checklist
- T3063 17DPP00105 Universal Truck Price Sheet
- T-3063 Attachment 1 - Additional RFP Information.pdf
- T3063 17DPP00105 Universal Truck RFP 2.27.17.docx
- T3063 17DPP00105 Bid Amendment 1
- Revised 17DPP00105 Universal Truck RFP 3.7.17
- T3063 17DPP00105 QA Bid Amendment 2
- Revised 17DPP00105 Universal Truck RFP 3.22.17
- T3063 17DPP00105 RFP Final Draft
- T3063 17DPP00105 Countersigned Offer and Acceptance Page

Vendor Attachments:

Primary Vendor Information & PO Terms

Vendor: V00000017 - Route 23 Automall LLC
David Armiger
1301 Route 23
Butler, NJ 07405
US
Email: darmiger@23automall.com
Phone: (973)838-0800

Payment Terms: Net 60
Shipping Method: F.O.B., Destination
Shipping Terms: Freight

PO Acknowledgements:
- Purchase Order
  - Document: Email to darmiger@23automall.com at 08/17/2017 03:30:39 PM

Master Blanket/Contract Vendor Distributor List

<table>
<thead>
<tr>
<th>Vendor ID</th>
<th>Vendor Name</th>
<th>Preferred Delivery Method</th>
<th>Vendor Distributor Status</th>
</tr>
</thead>
<tbody>
<tr>
<td>V00000017</td>
<td>Route 23 Automall LLC</td>
<td>Email</td>
<td>Active</td>
</tr>
</tbody>
</table>

**JERSEY CITY 2019 NJ STATE CONTRACT 17-FLEET-00241 12/17/2018**

**USE DROP DOWN MENU BY CLICKING ON HOW TO RIGHT OF COLUMN, PLEASE SELECT EACH OPTION NEEDED. TOTAL WILL BE TALLIED ON BOTTOM OF PAGE.**

<table>
<thead>
<tr>
<th>CHASSIS OPTIONS</th>
<th>DEALER PRICE</th>
<th>YOUR PRICE</th>
</tr>
</thead>
<tbody>
<tr>
<td>001 12,500 lb. engine</td>
<td>121,082</td>
<td>121,082</td>
</tr>
<tr>
<td>019 Fuel Provision</td>
<td>310</td>
<td>310</td>
</tr>
<tr>
<td>041 10,000 lb. axle (REQUIRES DIESEL 051)</td>
<td>420</td>
<td>420</td>
</tr>
<tr>
<td>051 6,800 lb. axle (REQUIRES 050)</td>
<td>420</td>
<td>420</td>
</tr>
<tr>
<td>061 4,200 lb. axle</td>
<td>410</td>
<td>410</td>
</tr>
<tr>
<td>071 OGVUR 10,000 lb.</td>
<td>412</td>
<td>412</td>
</tr>
<tr>
<td>081 OGVUR 18,000 lb. engine, standard frame 16,000 GVWR 8'6&quot;CA</td>
<td>1425</td>
<td>1425</td>
</tr>
<tr>
<td>091 Tires 4 traction rear and 2 all season front tires</td>
<td>381</td>
<td>381</td>
</tr>
<tr>
<td>112 Square tube winch mount ( alleviates use of on chassis)</td>
<td>375</td>
<td>375</td>
</tr>
<tr>
<td>416 Stainless steel wheel covers, set of four mounted on wheels on deck</td>
<td>152</td>
<td>152</td>
</tr>
<tr>
<td>021 Chrome 400/600 split bumper (front)</td>
<td>140</td>
<td>140</td>
</tr>
<tr>
<td>031 16&quot; Chrome 6x12&quot; Comp 4x4 center</td>
<td>499</td>
<td>499</td>
</tr>
<tr>
<td>501 XL value pkg (player, nav, 4 speakers, cruise control, chrome bumper)</td>
<td>377</td>
<td>377</td>
</tr>
<tr>
<td>071 Power Group (Windshield, Door Jacks, Heated mirrors, Keyless Entry)</td>
<td>720</td>
<td>720</td>
</tr>
<tr>
<td>112 Veggie capacity fuel tank package (required on Veggie Engine Only)</td>
<td>365</td>
<td>365</td>
</tr>
<tr>
<td>380 Back up camera</td>
<td>400</td>
<td>400</td>
</tr>
<tr>
<td>272 Engine oil &amp; filter change (Required, not mandatory in New Jersey)</td>
<td>365</td>
<td>365</td>
</tr>
<tr>
<td>021 Turbocharged with Manual Transmission (Manual Shift)</td>
<td>318</td>
<td>318</td>
</tr>
<tr>
<td>065 Dual exhausts (Diesel only)</td>
<td>230</td>
<td>230</td>
</tr>
<tr>
<td>212 4x4 shift on the fly</td>
<td>230</td>
<td>230</td>
</tr>
<tr>
<td>403 Onan M250 Standby Fuel Tank</td>
<td>341</td>
<td>341</td>
</tr>
<tr>
<td>002 Dual Diesel fuel tanks 20 gallon capacity on each 20 gallon side tank</td>
<td>361</td>
<td>361</td>
</tr>
<tr>
<td>021 Trailer Tow Package (Package must be selected with Tow Command)</td>
<td>530</td>
<td>530</td>
</tr>
<tr>
<td>031 Rear Angle Camera with In-Cab Monitors Reversing Camera</td>
<td>321</td>
<td>321</td>
</tr>
<tr>
<td>041 Rapid heat supplemental Exhaust</td>
<td>325</td>
<td>325</td>
</tr>
<tr>
<td>051 OGVUR Blackout (required, 5000)</td>
<td>240</td>
<td>240</td>
</tr>
<tr>
<td>065 Stainless steel cowl phone/trim/lining hardware (required, 5000)</td>
<td>105</td>
<td>105</td>
</tr>
<tr>
<td>071 Back up camera and sonar (required with Veggie Engine)</td>
<td>35</td>
<td>35</td>
</tr>
<tr>
<td>081 Chrome front bumper with dual dynamic headlamps</td>
<td>193</td>
<td>193</td>
</tr>
<tr>
<td>091 Standard Gurney Flap Factory Sprayed</td>
<td>195</td>
<td>195</td>
</tr>
<tr>
<td>094 3/4&quot; &amp; 2&quot; front axle</td>
<td>305</td>
<td>305</td>
</tr>
<tr>
<td>931 Dual wheel differential</td>
<td>35</td>
<td>35</td>
</tr>
<tr>
<td>960 Disc brakes</td>
<td>45</td>
<td>45</td>
</tr>
<tr>
<td>1110 Under all additional equipment from NJ State</td>
<td>2300</td>
<td>2300</td>
</tr>
<tr>
<td>1121 16,000 lb. &amp; 4x4 VGVUR Chrome &amp; Polished Tow Mirrors (Includes 011)</td>
<td>410</td>
<td>410</td>
</tr>
<tr>
<td>1122 16,000 lb. 4x4 VGVUR Chrome &amp; Polished Tow Mirrors (Includes 011)</td>
<td>404</td>
<td>404</td>
</tr>
<tr>
<td>1123 16,000 lb. 4x4 VGVUR Chrome &amp; Polished Tow Mirrors (Includes 011)</td>
<td>404</td>
<td>404</td>
</tr>
<tr>
<td>1124 VGVUR Wheel Drive in lieu of 4x4 Chassis only</td>
<td>275</td>
<td>275</td>
</tr>
</tbody>
</table>

**NJ STATE CONTRACT 17-FLEET-00241 SUPER DUTY UNIVERSAL TRUCK 4X4**

**Proposed Budget for this Contract is 2781.**

---

**Pricing**

**Contact David Armitage 908-472-4467 davjdarte12@22automall.com**

**NJ AUTOMALL IS A NJ STATE PARTS AND SERVICE CONTRACT VENDOR.**

**PURCHASE ORDERS TO 6340 Miller 12/31/2020**

**CONFIRM ORDERS TO 6340 Miller 12/31/2020**

**NJ STATE CONTRACT 17-FLEET-00241 SUPPLEMENT 12/30/2019**
# Table of Contents

<table>
<thead>
<tr>
<th>Description</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cover Page</td>
<td>1</td>
</tr>
<tr>
<td>Table of Contents</td>
<td>2</td>
</tr>
<tr>
<td>Selected Equip &amp; Specs</td>
<td>3</td>
</tr>
<tr>
<td>Warranty - Selected</td>
<td>10</td>
</tr>
<tr>
<td>Selected Options</td>
<td>11</td>
</tr>
</tbody>
</table>

Prepared for: Mr. Martin Valente, Supervisor, Jersey City DPW  
By: Dave Armiger  Date: 12/18/2018
**Selected Equipment & Specs**

**Dimensions**
- Exterior length: 230.7" * Cab to axle: 60.0" * Exterior width: 80.0" * Exterior height: 71.5" * Wheelbase: 145.0" * Front track: 74.4" * Rear track: 74.0" * Turning radius: 21.2" * Rear tire outside width: 93.0" * Min ground clearance: 8.2" * Front legroom: 45.9" * Front headroom: 40.8" * Front hiproom: 60.6" * Front shoulder room: 60.6" * Passenger volume: 54.6 cu. ft. * Cargo volume: 11.6 cu. ft. * Maximum cargo volume: 11.6 cu. ft.

**Powertrain**

**Suspension/Handling**
- Front Mono-beam non-independent suspension with anti-roll bar, HD shocks * Rear DANA 130 rigid axle leaf spring suspension with anti-roll bar, HD shocks * Firm ride Suspension * Hydraulic power-assist recirculating ball Steering * Front and rear 19.5 x 6.0 16 steel wheels * LT225/70SR19.5 GBSW M+S front and rear tires * Dual rear wheels

**Body Exterior**
- 2 doors * Driver and passenger power remote heated, manual folding door mirrors with turn signal indicator * Turn signal indicator in mirrors * Black door mirrors * Black bumpers * Side steps * Trailer harness * Clearcoat paint * Front and rear 19.5 x 6.0 wheels * 2 front tow hooks(s)

**Convenience**
- Manual air conditioning with air filter * Power front windows * Driver and passenger 1-touch up * Driver and passenger 1-touch down * Remote power door locks with 2 stage unlock and illuminated entry * Manual tilt steering wheel * Manual telescopic steering wheel * Day-night rearview mirror * 1 1st row LCD monitor * Front cupholders * Passenger visor mirror * Driver and passenger door bins * Uplifter switches

**Seats and Trim**
- Seating capacity of 3 * Front 40-20-40 split-bench seat * 4-way driver seat adjustment * Manual driver lumbar support * 4-way passenger seat adjustment * Centre front armrest with storage

**Entertainment Features**
- AM/FM stereo radio * 4 speakers * Fixed antenna

**Lighting, Visibility and Instrumentation**
- Halogen aero-composite headlights * Delay-off headlights * Fully automatic headlights * Variable intermittent front windshield wipers * Light tinted windows * Front reading lights * Tachometer * Outside temperature display * Trip computer * Trip odometer

**Safety and Security**
- 4-wheel ABS brakes * Brake assist * 4-wheel disc brakes * Driveline traction control * Dual front impact airbag supplemental restraint system with passenger cancel * Dual seat mounted side impact airbag supplemental restraint system * Safety Canopy System curtain 1st row overhead airbag supplemental restraint system * Remote activated perimeter/approach lighting * Power remote door locks with 2 stage unlock and panic alarm * Security system with SecuriLock immobilizer * MyKey restricted driving mode * Manually adjustable front head restraints

**Dimensions**

<table>
<thead>
<tr>
<th>General Weights</th>
<th>8048 lbs.</th>
<th>GVWR</th>
<th>19500 lbs.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Curb</td>
<td>11750 lbs.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Front Weights</th>
<th>7000 lbs.</th>
<th>Front curb weight</th>
<th>4601 lbs.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Front GAWR</td>
<td>7000 lbs.</td>
<td>Front axle capacity</td>
<td>7000 lbs.</td>
</tr>
</tbody>
</table>

**Notes:**
- Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

**Prepared for:** Mr. Martin Valente, Supervisor, Jersey City DPW
**By:** Dave Amerige  **Date:** 12/18/2018
### Selected Equipment & Specs (cont'd)

<table>
<thead>
<tr>
<th>Feature</th>
<th>Specification</th>
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</thead>
<tbody>
<tr>
<td>Front tire/wheel capacity</td>
<td>7500 lbs.</td>
</tr>
<tr>
<td><strong>Rear Weights</strong></td>
<td></td>
</tr>
<tr>
<td>Rear GAWR</td>
<td>14706 lbs.</td>
</tr>
<tr>
<td>Rear axle capacity</td>
<td>14706 lbs.</td>
</tr>
<tr>
<td>Rear tire/wheel capacity</td>
<td>15000 lbs.</td>
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<tr>
<td><strong>Trailering Type</strong></td>
<td></td>
</tr>
<tr>
<td>Harness</td>
<td>Yes</td>
</tr>
<tr>
<td>Trailer sway control</td>
<td>Yes</td>
</tr>
<tr>
<td><strong>General Trailering</strong></td>
<td></td>
</tr>
<tr>
<td>5th-wheel towing capacity</td>
<td>23500 lbs.</td>
</tr>
<tr>
<td>Towing capacity</td>
<td>18500 lbs.</td>
</tr>
<tr>
<td><strong>Fuel Tank Type</strong></td>
<td></td>
</tr>
<tr>
<td>Capacity</td>
<td>40 gal.</td>
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<tr>
<td><strong>Off Road</strong></td>
<td></td>
</tr>
<tr>
<td>Min ground clearance</td>
<td>8&quot;</td>
</tr>
<tr>
<td><strong>Interior Cargo</strong></td>
<td></td>
</tr>
<tr>
<td>Cargo volume</td>
<td>11.8 cu.ft.</td>
</tr>
<tr>
<td><strong>Rear Frame</strong></td>
<td></td>
</tr>
<tr>
<td>Height unloaded</td>
<td>35&quot;</td>
</tr>
<tr>
<td><strong>Powertrain</strong></td>
<td></td>
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<tr>
<td><strong>Engine Type</strong></td>
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<tr>
<td>Brand</td>
<td>Powerstroke</td>
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<tr>
<td>Cylinders</td>
<td>V-8</td>
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<tr>
<td>Ignition</td>
<td>Compression</td>
</tr>
<tr>
<td>Liters</td>
<td>6.7L</td>
</tr>
<tr>
<td>Recommended fuel</td>
<td>Diesel</td>
</tr>
<tr>
<td>Valve/train</td>
<td>OHV</td>
</tr>
<tr>
<td><strong>Engine Spec</strong></td>
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<tr>
<td>Bore</td>
<td>3.90&quot;</td>
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<tr>
<td>Displacement</td>
<td>406 cu.in.</td>
</tr>
<tr>
<td><strong>Engine Power</strong></td>
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</tr>
<tr>
<td>Output</td>
<td>330 HP @ 2,600 RPM</td>
</tr>
<tr>
<td><strong>Alternator</strong></td>
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<tr>
<td>Type</td>
<td>Dual</td>
</tr>
<tr>
<td><strong>Battery</strong></td>
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<tr>
<td>Amp hours</td>
<td>78</td>
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<tr>
<td>Run down protection</td>
<td>Yes</td>
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<tr>
<td><strong>Transmission</strong></td>
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<tr>
<td>Electronic control</td>
<td>Yes</td>
</tr>
<tr>
<td>Overdrive</td>
<td>Yes</td>
</tr>
<tr>
<td>Type</td>
<td>Automatic</td>
</tr>
<tr>
<td><strong>Transmission Gear Ratios</strong></td>
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<tr>
<td>1st</td>
<td>3.974</td>
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<tr>
<td>2nd</td>
<td>2.318</td>
</tr>
</tbody>
</table>

Prices and vehicle availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer’s computer system. See salesperson for the most current information.

Prepared for: Mr. Martin Valenti, Supervisor, Jersey City DPW
By: Dave Amelger  Date: 12/18/2018
## STATE OF NEW JERSEY
### BUSINESS REGISTRATION CERTIFICATE

<table>
<thead>
<tr>
<th>Taxpayer Name:</th>
<th>ROUTE 23 AUTO MALL, LLC</th>
</tr>
</thead>
<tbody>
<tr>
<td>Trade Name:</td>
<td></td>
</tr>
<tr>
<td>Address:</td>
<td>1301 ROUTE 23 SOUTH</td>
</tr>
<tr>
<td></td>
<td>BUTLER, NJ 07405-1727</td>
</tr>
<tr>
<td>Certificate Number:</td>
<td>0765937</td>
</tr>
<tr>
<td>Effective Date:</td>
<td>September 21, 2000</td>
</tr>
<tr>
<td>Date of Issuance:</td>
<td>January 09, 2019</td>
</tr>
</tbody>
</table>

For Office Use Only:
20190109103528493
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 ROUTE 23 AUTOMALL LLC (name of business entity) has not made any reportable contributions in the **one-year period preceding **(date City Council awards contract) that would be deemed to be violations of Section One of the City of Jersey City’s Contractor Pay-to-Play Reform Ordinance 08-128 (attached hereto) and that would bar the award of this contract. I further certify that during the term of the contract ROUTE 23 AUTOMALL 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: ROUTE 23 AUTOMALL LLC

Signed ___________________________ Title: PARTNER

Print Name: SCOTT BARNA Date: 01/07/2019

Subscribed and sworn before me this 7th day of January, 2019

My Commission expires: 01-01-21

(DBG) SCOTT BARNA PARTNER

(Print name & title of affiant) (Corporate Seal)

DEBRA BELLE
NOTARY PUBLIC
STATE OF NEW JERSEY
MY COMMISSION EXPIRES 01-01-21

*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 proceeding (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).

<table>
<thead>
<tr>
<th>Steven Fulop for Mayor 2017</th>
<th>Mira Prinz-Arcy for Council</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lavette for Councillman</td>
<td>Friends of Richard Bogiano</td>
</tr>
<tr>
<td>Friends of Joyce Waterman</td>
<td>Michael Yun for Council</td>
</tr>
<tr>
<td>Friends of Daniel Rivera</td>
<td>Solomon for Council</td>
</tr>
<tr>
<td>Ridley for Council</td>
<td>Friends of Jermaine Robinson</td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>Name of Stock or Shareholder</th>
<th>Home Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>SCOTT BARNA</td>
<td>10 COVENTRY WAY RINGWOOD, NJ</td>
</tr>
<tr>
<td>DONNA CHRISTMAN</td>
<td>709 EAST SHORE RD HEWITT, NJ</td>
</tr>
<tr>
<td>MARK MICKENS</td>
<td>14 WINDING WAY WEST MILFORD, NJ 07405</td>
</tr>
</tbody>
</table>

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: ROUTE 23 AUTOMALL LLC
Signature of Affiant: SCOTT BARNA
Printed Name of Affiant: SCOTT BARNA
Title: PARTNER
Date: 01/07/2019

Subscribed and sworn before me this 7th day of January 2019.

(Witnessed or attested by)

DEBRA BELLE
NOTARY PUBLIC
STATE OF NEW JERSEY
MY COMMISSION EXPIRES
C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

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

This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.

Part I – Vendor Information

<table>
<thead>
<tr>
<th>Vendor Name:</th>
<th>ROUTE 23 AUTOMALL LLC</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address:</td>
<td>1301 ROUTE 23</td>
</tr>
<tr>
<td>City:</td>
<td>BUTLER</td>
</tr>
<tr>
<td>State:</td>
<td>NEW JERSEY</td>
</tr>
<tr>
<td>Zip:</td>
<td>07405</td>
</tr>
</tbody>
</table>

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

Signature

Printed Name

Title

Part II – Contribution Disclosure

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

☐ Check here if disclosure is provided in electronic form.

<table>
<thead>
<tr>
<th>Contributor Name</th>
<th>Recipient Name</th>
<th>Date</th>
<th>Dollar Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>NONE</td>
<td></td>
<td></td>
<td>$</td>
</tr>
</tbody>
</table>

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

The contractor or subcontractor agrees to inform 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 ensure 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/merit/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.A.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

Representative’s Name/Title (Print): SCOTT BARNA PARTNER
Representative’s Signature:

Name of Company: ROUTE 23 AUTOMALL LLC

Tel: No.: 973-838-1800 Date: 01/21/2019
APPENDIX A
AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability

The contractor and the ____________________________ (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. §12101 et seq.), which prohibit 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 expenses to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy said damage 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 prejudice the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

[Signature]
Representative's Name/Title Print: SCOTT BARTIN PARTNER
Representative's Signature: [Signature]
Name of Company: ROUTE 23 AUTOMALL LLC
Tel. No.: 973-638-0800 Dated: 01/07/2019
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: ROUTE 23 AUTOMALL LLC
Address: 1301 ROUTE 23 BUTLER, NJ 07405
Telephone No.: 973-838-0800
Contact Name: DAVID ARMIGER

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.
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: ROUTE 23 AUTOMALL LLC

Address: 1301 ROUTE 23 BUTLER, NJ 07405

Telephone No.: 973-838-0800

Contact Name: DAVID ARMIGER

Please check applicable category:

___ Minority Owned Business (MBE)    ___ Minority & Woman Owned Business (MWBE)

___ Woman Owned Business (WBE)    X Neither

Definitions

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Woman Business Enterprise

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

DIVISION OF PURCHASING COPY
RESOLUTION AUTHORIZING AN AWARD OF A CONTRACT TO MID-ATLANTIC TRUCK CENTRE, INC.
FOR THE PURCHASE AND DELIVERY OF FOUR INTERNATIONAL DUMP TRUCKS FOR THE
DEPARTMENT OF PUBLIC WORKS, DIVISION OF AUTOMOTIVE MAINTENANCE THROUGH THE
EDUCATIONAL SERVICES COMMISSION OF NEW JERSEY (ESCNJ), FORMERLY MIDDLESEX
REGIONAL EDUCATIONAL SERVICES COMMISSION (MRESC)

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

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

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

WHEREAS, the Educational Services Commission of New Jersey is a lead agency under a
Cooperative Pricing Agreement approved by the Division of Local Government Services; and

WHEREAS, Resolution 14-097 approved on February 11, 2014 authorized the City of Jersey City
(City) to enter into a Cooperative Agreement with the Educational Services Commission of New Jersey
(formerly the Middlesex Regional Educational Services Commission); and

WHEREAS, the Department of Public Works, Division of Automotive Maintenance wishes to purchase
four International dump trucks from Mid-Atlantic Truck Centre Inc., 525 Linden Avenue East, New Jersey
07036 who is in possession of contract #65MCESCCPS, Bid ESCNJ 17/18-30; and

WHEREAS, funds are available for this contract in the Capital Accounts:

<table>
<thead>
<tr>
<th>Acct #</th>
<th>P.O. #</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>04-215-55-157-990</td>
<td>132082</td>
<td>$215,565.70</td>
</tr>
<tr>
<td>04-215-55-170-990</td>
<td>132093</td>
<td>$170,246.30</td>
</tr>
</tbody>
</table>

WHEREAS, the total amount of the contract is $385,812.00; and

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

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

1. A contract award to Mid-Atlantic Truck Centre Inc. in the amount of $385,812.00 for the purchase of
four International dump trucks is authorized.

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

3. The term of the contract shall be completed upon the delivery of the goods or services.

4. 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)
RESOLUTION AUTHORIZING AN AWARD OF A CONTRACT TO MID-ATLANTIC TRUCK CENTRE, INC. FOR THE PURCHASE AND DELIVERY OF FOUR INTERNATIONAL DUMP TRUCKS FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF AUTOMOTIVE MAINTENANCE THROUGH THE EDUCATIONAL SERVICES COMMISSION OF NEW JERSEY (ESCNJ), FORMERLY MIDDLESEX REGIONAL EDUCATIONAL SERVICES COMMISSION (MRESC)

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

<table>
<thead>
<tr>
<th>Acct #</th>
<th>P.O. #</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>04-215-55-167-990</td>
<td>132092</td>
<td>$215,565.70</td>
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<tr>
<td>04-215-55-170-990</td>
<td>132093</td>
<td>$170,246.30</td>
</tr>
</tbody>
</table>

Approved by:

Peter Folgado, Director of Purchasing, CPA, RPPO

January 9, 2019

APPROVED: ___________________________  APPROVED AS TO LEGAL FORM: ___________________________

Business Administrator  Corporation Counsel

N.V. - Not Voting (Abstain)

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

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 MID-ATLANTIC TRUCK CENTRE, INC. FOR THE PURCHASE AND DELIVERY OF FOUR INTERNATIONAL DUMP TRUCKS FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF AUTOMOTIVE MAINTENANCE THROUGH THE EDUCATIONAL SERVICES COMMISSION OF NEW JERSEY (ESCNJ), FORMERLY MIDDLESEX REGIONAL EDUCATIONAL SERVICES COMMISSION (MRESC)

Project Manager

<table>
<thead>
<tr>
<th>Department/Division</th>
<th>DPW</th>
<th>Automotive</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name/Title</td>
<td>Hector Ortiz (DPW)</td>
<td>Asst. DPW Director</td>
</tr>
<tr>
<td></td>
<td>Martin Valenti (Automotive)</td>
<td>Automotive Director</td>
</tr>
<tr>
<td>Phone/Email</td>
<td>201-547-4400</td>
<td><a href="mailto:ortizh@escnj.org">ortizh@escnj.org</a></td>
</tr>
<tr>
<td></td>
<td>201-547-4422</td>
<td><a href="mailto:mvalenti@escnj.org">mvalenti@escnj.org</a></td>
</tr>
</tbody>
</table>

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

Contract Purpose

- To purchase four (4) International Trucks
- For snow plowing operations
- Each costs $96,453.00

Cost (Identify all sources and amounts)  

<table>
<thead>
<tr>
<th>(DPW Capital Accounts)</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>04-215-55-167-990</td>
<td>$215,565.70</td>
</tr>
<tr>
<td>04-215-55-170-990</td>
<td>$170,246.30</td>
</tr>
<tr>
<td>Total Contract amount</td>
<td>$385,812.00</td>
</tr>
</tbody>
</table>

Type of award  

EDUCATIONAL SERVICES COMMISSION OF NEW JERSEY (ESCNJ)

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
Thank you for the opportunity to provide you with the following quotation on a new international truck. I am sure the following detailed specification will meet your operational requirements, and I look forward to serving your business needs.

ESCNJ# 17/18-30 Approval # CH-97
NJ CO-OP # 65/MCESC/CCPS

Model Profile
2020 MV687 SBA (MV687)

AXLE CONFIG: 4X2
APPLICATION: Construction Dump
MISSION:

DIMENSION:
ENGINE, DIESEL:

TRANSMISSION, AUTOMATIC:
CLUTCH:
AXLE, FRONT NON-DRIVING:
AXLE, REAR, SINGLE:

CAB:
TIRE, FRONT:
TIRE, REAR:
SUSPENSION, REAR, SINGLE:
PAINT:

Specifications:
Requested GVWR: 35,000. Calc: GVWR: 40,000
Calc. Start / Grade Ability: 34.86% / 2.84% @ 55 MPH
Calc. Gear Speed: 58:0 MPH
Wheelbase: 163.00, CA: 95.90, Axle to Frame: 37.00

(Cummins L9 306) EPA 2017, 300 HP @ 2000 RPM, 850 lb-ft Torque @ 1300 RPM, 2200 RPM
Governed Speed, 300 Peak HP (Max)

(Allison 3000 RDS)-5th Generation Controls, Close Ratio, 6-Speed with Double Overdrive, with
PTO Provision,-less Retarder, Includes Oil Level Sensor, On/Off Highway

Orill Item (Clutch & Control)

(Dana Spicer E-1402W) Wide Track, I-Beam Type, 14,000-lb Capacity

(Dana Spicer S26-1900D) Single Reduction, 26,000-lb Capacity. Driver Controlled Locking
Differential, R Wheel Ends. Gear Ratio: 6:14

Conventional

(2) 315/80R22.5 Load Range L HSC1 (CONTINENTAL), 484 rnpmile, 88 MPH, All-Position
(4) 12R22.5 Load Range H-HDC1 (CONTINENTAL), 479 rnpmile, 68 MPH, Drive
31,000-lb Capacity, Van-I-Rate Springs, with 4500-lb Capacity Auxiliary Rubber Springs

Cab schematic 100WP

Location 1: 0877, Cool Gray Medium (Custom).

Chassis schematic N/A

Proposal: 9702-01
<table>
<thead>
<tr>
<th>Parameter</th>
<th>Value</th>
<th>UOM</th>
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<tbody>
<tr>
<td>Max Accelerator Vehicle Speed</td>
<td>65</td>
<td>MPH</td>
</tr>
<tr>
<td>Road Speed Governor Upper Droop</td>
<td>0</td>
<td>MPH</td>
</tr>
<tr>
<td>Road Speed Governor Lower Droop</td>
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<td>MPH</td>
</tr>
<tr>
<td>Max Engine Speed No Veh Speed Sensor</td>
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<tr>
<td>Idle Speed Adjustment Enable</td>
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<tr>
<td>Low Idle Speed</td>
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<td>Idle Shutdown Enable</td>
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<tr>
<td>ISD Time Before Shutdown</td>
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<td>ISD Percent Engine Loading</td>
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<td>%</td>
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<td>ISD With PTO</td>
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<tr>
<td>ISD Manual Override</td>
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<tr>
<td>ISD With Parking Brake Set</td>
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<tr>
<td>ISD Ambient Temperature Override</td>
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<tr>
<td>ISD Cold Ambient Air Temperature</td>
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<td>ISD Intermediate Ambient Temp</td>
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<td>ISD Hot Ambient Air Temperature</td>
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<tr>
<td>ISD Manual Override Inhibit Zone</td>
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<tr>
<td>ISD Hot Ambient Automatic Override</td>
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<tr>
<td>ISD Engine Coolant Temp Threshold</td>
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<td>Cruise Control Enable</td>
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<tr>
<td>CC Lower Droop</td>
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<td>CC Auto Resume</td>
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<td>CC Overspd Retard Activation Enable</td>
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<td>MPH</td>
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<td>Retarder - Min Vehicle Speed</td>
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<td>Retarder - Delay Time</td>
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<td>Retarder - Service Brake Activation</td>
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<tr>
<td>Remote Accelerator Enable</td>
<td>Y</td>
<td>N/A</td>
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<tr>
<td>Remote Accelerator Mode</td>
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<td>Remote PTO Enable</td>
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<td>N/A</td>
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<tr>
<td>Remote Station PTO Enable</td>
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<tr>
<td>PTO Enable</td>
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<tr>
<td>PTO In Cab Mode</td>
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<tr>
<td>Remote PTO Enable</td>
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<td>N/A</td>
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<tr>
<td>Remote Station PTO Enable</td>
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<td>PTO Max Engine Speed</td>
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<td>PTO Maximum Engine Load</td>
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<td>PTO Max Vehicle Speed</td>
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<td>MPH</td>
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<tr>
<td>PTO Accelerator Override (Max Engine Speed)</td>
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<tr>
<td>PTO Max Engine Speed嘲</td>
<td>1500</td>
<td>RPM</td>
</tr>
<tr>
<td>PTO Clutch Override</td>
<td>Y</td>
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<tr>
<td>PTO Service Brake Override</td>
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<tr>
<td>PTO Parking Brake Interlock Mode</td>
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</tr>
<tr>
<td>PTO Transmission Neutral Interlock</td>
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<td>PTO Eng Spd Limit w/VSS Limit</td>
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<tr>
<td>PTO Ignore Vehicle Speed Sensor</td>
<td>N</td>
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<tr>
<td>PTO Resume Switch Speed</td>
<td>700</td>
<td>RPM</td>
</tr>
<tr>
<td>PTO Set Switch Speed</td>
<td>1500</td>
<td>RPM</td>
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<tr>
<td>PTO Additional Switch Speed</td>
<td>700</td>
<td>RPM</td>
</tr>
<tr>
<td>PTO Ramp Rate</td>
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<td>RPM</td>
</tr>
<tr>
<td>Remote PTO Number of Speed Settings</td>
<td>1</td>
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**ATTACHMENTS:** 0060ABE 0012THT 0007SCP
### Electronic Parameters Summary

**2020 MV607 SSA (MV607)**

<table>
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These Electronic Parameters have been successfully finalized.
### Code Descriptions

**Code** MV60700  **Description** Base Chassis, Model MV607 SBA with 163.00 Wheelbase, 95.90 CA, and 37.00 Axle to Frame.

1570  **Description** TOW HOOK, FRONT (2) Frame Mounted

1ANA  **Description** AXLE CONFIGURATION (Navistar) 4x2

1CAH  **Description** FRAME RAILS Heat Treated Alloy Steel (120,000 PSI Yield); 10.375" x 3.705" x 0.438" (263.5mm x 94.1mm x 11.1mm); 456.0" (11582mm) Maximum OAL

1LLD  **Description** BUMPER, FRONT Full Width, Aerodynamic, Steel; 0.142" Material Thickness

1WEH  **Description** WHEELBASE RANGE 134” (340cm) Through and Including 197” (500cm)

2AGC  **Description** AXLE, FRONT NON-DRIVING [Dana Spicer E-1462W] Wide Track, I-Beam Type, 14,000-lb Capacity

3ADD  **Description** SUSPENSION, FRONT, SPRING Parabolic Taper Leaf, Shackle Type, 14,000-lb Capacity, with Shock Absorbers

4091  **Description** BRAKE SYSTEM, AIR Dual System for Straight Truck Applications

4619  **Description** TRAILER CONNECTIONS Four-Wheel, with Hand Control Valve and Tractor Protection Valve, for Straight Truck

4722  **Description** DRAIN VALVE (Bendix DV-2) Automatic, with Heater, for Air Tank

4773  **Description** BRAKE SHOES, REAR Cast

4AZA  **Description** AIR BRAKE ABS (Bendix AntiLock Brake System) Full Vehicle Wheel Control System (4-Channel)

4EBD  **Description** AIR DRYER (Wabco System Saver 1200) with Heater

4EVH  **Description** BRAKE CHAMBERS, REAR AXLE (MGM TR3030LP3TSHD) 30/30 Spring Brake

4EXP  **Description** BRAKE CHAMBERS, FRONT AXLE (Bendix) 20 SqIn

4JCJ  **Description** BRAKES, FRONT, AIR CAM S-Cam; 16.5" x 5.0"; Includes 20 Sq. In. Long Stroke Brake Chambers

4NDB  **Description** BRAKES, REAR, AIR CAM S-Cam; 16.5" x 7.0"; Includes 30/30 Sq.In. Long Stroke Brake Chamber and Spring Actuated Parking Brake

4SPA  **Description** AIR COMPRESSOR (Cummins) 18.7 CFM Capacity

4VKC  **Description** AIR DRYER LOCATION Mounted Inside Left Rail, Back of Cab

4VKJ  **Description** AIR TANK LOCATION (2) Mounted Under Battery Box, Outside Left Rail, Back of Cab, Perpendicular to Rail

4WSX  **Description** DUST SHIELDS, FRONT BRAKE for Air Brakes

4WDM  **Description** DUST SHIELDS, REAR BRAKE for Air Brakes

5708  **Description** STEERING COLUMN Tilting

5CAW  **Description** STEERING WHEEL 4-Spoke; 18" Dia., Black

5PSM  **Description** STEERING GEAR (Sheppard HD94) Power

7BEU  **Description** AFTERTREATMENT COVER Aluminum

7BKP  **Description** EXHAUST SYSTEM Single Horizontal Aftertreatment Device, Frame Mounted Right Side Under Cab; for Single Short Horizontal Tail Pipe, Frame Mounted Right Side Back of Cab

7SCP  **Description** ENGINE EXHAUST BRAKE for Cummins ISB/ISL/ISL9 Engine with Variable Vane Turbo Charger

8000  **Description** ELECTRICAL SYSTEM 12-Volt, Standard Equipment

8518  **Description** CIGAR LIGHTER Includes Ash Cup
<table>
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<tr>
<th>Code</th>
<th>Description</th>
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</thead>
<tbody>
<tr>
<td>8541</td>
<td>HORN, ELECTRIC (2) Disc Style</td>
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<tr>
<td>8GXD</td>
<td>ALTERNATOR (Leece-Neville AV150P2013) Brush Type; 12 Volt 160 Amp. Capacity, Pad Mount, with Remote Sense</td>
</tr>
<tr>
<td>8HAB</td>
<td>BODY BUILDER WIRING Back of Standard or Sleeper Cab at Left Frame or Under Extended or Crew Cab at Left Frame; includes Sealed Connectors for Tail/Amber Turn/Marker/ Backup/Accessory Power/Ground and Sealed Connector for Stop/Turn</td>
</tr>
<tr>
<td>8HAH</td>
<td>ELECTRIC TRAILER BRAKE/LIGHTS Accommodation Package to Rear of Frame; for Combined Trailer Stop, Tail, Turn, Marker Light Circuits; includes Electric Trailer Brake Accommodation Package with Cab Connections for Mounting Customer Installed Electric Brake Unit; Less Trailer Socket</td>
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<tr>
<td>8MSG</td>
<td>BATTERY SYSTEM (Fleetrite) Maintenance-Free, (3) 12-Volt 1980CCA Total</td>
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<tr>
<td>8NAA</td>
<td>TAIL LIGHT WIRING MODIFIED Includes: Wiring for Standard Lt &amp; Rt Tail Lights; Separate 8.0' of Extra Cable Wiring for Lt &amp; Rt Body Mounted Tail Lights</td>
</tr>
<tr>
<td>8RGA</td>
<td>2-WAY RADIO Wiring Effects; Wiring with 20 Amp Fuse Protection, Includes Ignition Wire with 5 Amp Fuse, Wire Ends Heat Shrink and Routed to Center of Header Console in Cab</td>
</tr>
<tr>
<td>8RML</td>
<td>RADIO AM/FM/MB/Clock/Bluetooth/USB Input/3.5MM Auxiliary Input, MP3, Apple Device Play &amp; Control, Bluetooth for Phone &amp; Music</td>
</tr>
<tr>
<td>8RMV</td>
<td>SPEAKERS (2) 6.5&quot; Dual Cone Mounted in Doors</td>
</tr>
<tr>
<td>8THB</td>
<td>BACK-UP ALARM Electric, 102 dBA</td>
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<tr>
<td>8TOK</td>
<td>TRAILER AUXILIARY FEED CIRCUIT for Electric Trailer Brake Accommodation/Air Trailer ABS; with 30 Amp Fuse and Relay, Controlled by Ignition Switch</td>
</tr>
<tr>
<td>8VTV</td>
<td>STOP-LIGHT WIRING MODIFIED Stop-Lights Turned on When Engine Compression Brake, Exhaust Brake or Retarder is Activated</td>
</tr>
<tr>
<td>8VUL</td>
<td>BATTERY BOX Steel with Plastic Cover, 18&quot; Wide, 2, 3, or 4 Battery Capacity, Mounted Left Side Back of Cab</td>
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<tr>
<td>8W8W</td>
<td>JUMP START STUD Remote Mounted</td>
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<tr>
<td>8WGL</td>
<td>WINDSHIELD WIPER SPD CONTROL Force Wipers to Slowest Intermittent Speed When Park Brake Set and Wipers Left on for a Predetermined Time</td>
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<tr>
<td>8WPB</td>
<td>HEADLIGHTS Halogen; Composite Aero Design for Two Light System; includes Daytime Running Lights</td>
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<tr>
<td>8WPH</td>
<td>CLEARANCE/MARKER LIGHTS (5) (Truck Lite) Amber LED Lights, Flush Mounted on Cab or Sunshade</td>
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<tr>
<td>8WRB</td>
<td>HEADLIGHTS ON WMWIPERS Headlights Will Automatically Turn on if Windshield Wipers are turned on</td>
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<tr>
<td>8WTK</td>
<td>STARTING MOTOR (Delco Ramy 38MT Type 300) 12 Volt; less Thermal Over-Crank Protection</td>
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<tr>
<td>8WTP</td>
<td>COURTESY LIGHT (2) Mounted in Front Map Pocket Left and Right Side</td>
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<tr>
<td>8WWJ</td>
<td>INDICATOR, LOW COOLANT LEVEL with Audible Alarm</td>
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<tr>
<td>8WXD</td>
<td>ALARM, PARKING BRAKE Electric Horn Sounds in Repetitive Manner When Vehicle Park Brake is &quot;NOT&quot; Set, with Ignition &quot;OFF&quot; and any Door Opened</td>
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<tr>
<td>8XAH</td>
<td>CIRCUIT BREAKERS Manual-Reset (Main Panel) SAE Type III with Trip indicators, Replaces All Fuses</td>
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<tr>
<td>8XGT</td>
<td>TURN SIGNALS, FRONT Includes LED Side Turn Lights Mounted on Fender</td>
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<tr>
<td>8XBN</td>
<td>HORN, AIR Black, Single Trumpet, with Lanyard Pull Cord</td>
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<tr>
<td>8XHR</td>
<td>POWER SOURCE, ADDITIONAL Auxiliary Power Output (APO) &amp; USB Port, Located in the Instrument Panel</td>
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<td>9AAB</td>
<td>LOGOS EXTERIOR Model Badges</td>
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<td>9AAE</td>
<td>LOGOS EXTERIOR, ENGINE Badges</td>
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<td>9HAD</td>
<td>GRILLE Chrome</td>
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<td>9HAN</td>
<td>INSULATION, UNDER HOOD for Sound Abatement</td>
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<tr>
<td>9HBN</td>
<td>INSULATION, SPLASH PANELS for Sound Abatement</td>
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<tr>
<td>9WAY</td>
<td>FRONT END Tilting, Fiberglass, with Three Piece Construction</td>
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<td>10060</td>
<td>PAINT SCHEMATIC, PT-1 Single Color, Design 100</td>
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<td>10761</td>
<td>PAINT TYPE Base Coat/Clear Coat, 1-2 Tone</td>
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<td>10771</td>
<td>PAINT CLASS Single Custom Color</td>
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<td>108AE</td>
<td>LABEL, DEF &quot;DEF ONLY&quot;</td>
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<td>10SLV</td>
<td>PROMOTIONAL PACKAGE Government Silver Package</td>
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<td>10WUE</td>
<td>MUD FLAPS, FRONT WHEELS (2) Rubber, Behind Front Wheel, Mounted on Fender Extension</td>
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<td>11001</td>
<td>CLUTCH Omit Item (Clutch &amp; Control)</td>
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<td>12703</td>
<td>ANTI-FREEZE Red, Extended Life Coolant; To -40 Degrees F/ -40 Degrees C, Freeze Protection</td>
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<td>12849</td>
<td>BLOCK HEATER, ENGINE 120V/1000W, for Cummins ISB/86.71SL/L9 Engines</td>
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<td>12EHU</td>
<td>ENGINE, DIESEL (Cummins L9 300) EPA 2017, 300HP @ 2000 RPM, 860 lb-ft Torque @ 1300 RPM, 2200 RPM Governed Speed, 300 Peak HP (Max)</td>
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<tr>
<td>12THT</td>
<td>FAN DRIVE (Horton Drivemaster) Direct Drive Type, Two Speed with Residual Torque Device for Disengaged Fan Speed</td>
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<td>12UAW</td>
<td>RADIATOR Aluminum; 2-Row, Cross Flow, Over Under System, 1045SqIn Louvered, with 373 SqIn CAC, with In Tank Oil Cooler</td>
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<td>12VBR</td>
<td>AIR CLEANER with Service Protection Element</td>
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<td>12YHZ</td>
<td>FEDERAL EMISSIONS (Cummins L9) EPA, OBD and GHG Certified for Calendar Year 2019</td>
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<td>12VXT</td>
<td>THROTTLE, HAND CONTROL Engine Speed Control; Electronic, Stationary, Variable Speed; Mounted on Steering Wheel</td>
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<td>12WZJ</td>
<td>EMISSION COMPLIANCE Low NOx Idle Engine, Complies with California Clean Air Regulations; Includes &quot;Certified Clean Idle&quot; Decal located on Driver Door</td>
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<td>12XAT</td>
<td>ENGINE CONTROL, REMOTE MOUNTED Provision for; Includes Wiring for Body Builder Installation of PTO Controls; with Ignition Switch Control for Cummins ISB/86.7 or ISU/L9 Engines</td>
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<td>13AVR</td>
<td>TRANSMISSION, AUTOMATIC (Allison 3000 RDS) 5th Generation Controls, Close Ratio, 6-Speed with Double Overdrive, with PTO Provision, Less Retarder, includes Oil Level Sensor, On/Off Highway</td>
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<td>13WET</td>
<td>TRANSMISSION SHIFT CONTROL for Column Mounted Stalk Shifter</td>
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<td>13WLP</td>
<td>TRANSMISSION OIL Synthetic; 29 thru 42 Pints</td>
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<td>13WUC</td>
<td>ALLISON SPARE INPUT/OUTPUT for Rugged Duty Series (RDS); General Purpose Trucks, Construction</td>
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<tr>
<td>13WYH</td>
<td>TRANSMISSION TCM LOCATION Located Inside Cab</td>
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<tr>
<td>13WYU</td>
<td>SHIFT CONTROL PARAMETERS Allison 3000 or 4000 Series Transmissions, 5th Generation Controls, Performance Programming</td>
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<td>13XAL</td>
<td>PTO LOCATION Left Side of Transmission</td>
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<tr>
<td>14AHL</td>
<td>AXLE, REAR, SINGLE (Dana Spicer S26-1900) Single Reduction, 26,000-lb Capacity, Driver Controlled Locking Differential, R Wheel Ends . Gear Ratio: 8.14</td>
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INTERNATIONAL®

Vehicle Specifications

2020 MV607 SBA (MV607)

December 13, 2018

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<td>14VAJ</td>
<td>SUSPENSION, REAR, SINGLE 31,000-lb Capacity, Vari-Rate Springs, with 4500-lb Capacity Auxiliary Rubber Springs</td>
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<td>14WMG</td>
<td>AXLE, REAR, LUBE (EmGard FE-75W-90) Synthetic Oil; 30 thru 39.99 Fints</td>
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<td>15924</td>
<td>FUEL TANK STRAPS Bright Finish Stainless Steel</td>
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<td>15LMN</td>
<td>FUEL/WATER SEPARATOR (Racor 400 Series,) 12 VDC Electric Heater, Includes Pre-Heater, with Primer Pump, includes Water-in-Fuel Sensor</td>
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<tr>
<td>15LMU</td>
<td>LOCATION FUEL/WATER SEPARATOR Mounted Outside Left Rail, 8&quot; Back of Cab</td>
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<td>15SRE</td>
<td>FUEL TANK Top Draw, Non-Polished Aluminum, D-Style, 15&quot; Tank Depth, 50 US Gal (189L), with Quick Connect Outlet, Mounted Left Side, Under Cab</td>
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<tr>
<td>15WDG</td>
<td>DEF TANK 7 U.S. Gal. 26.5L Capacity, Frame Mounted Outside Left Rail, Under Cab</td>
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<td>16030</td>
<td>CAB Conventional</td>
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<td>16BAM</td>
<td>AIR CONDITIONER with Integral Heater &amp; Defroster</td>
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<tr>
<td>16GDC</td>
<td>GAUGE CLUSTER Base Level; English with English Speedometer and Tachometer, for Air Brake Chassis, Includes Engine Coolant Temperature, Primary and Secondary Air Pressure, Fuel and DEF Gauges, Oil Pressure Gauge, Includes 3 Inch Monochromatic Text Display</td>
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<tr>
<td>16GHU</td>
<td>GRAB HANDLE, CAB INTERIOR (2) Safety Yellow</td>
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<tr>
<td>16GHS</td>
<td>GAUGE, OIL TEMP, AUTO TRANS for Allison Transmission</td>
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<td>16HHE</td>
<td>GAUGE, AIR CLEANER RESTRICTION (Filter-Minder) with Black Bezel Mounted in Instrument Panel</td>
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<td>16HKT</td>
<td>IP CLUSTER DISPLAY On Board Diagnostics Display of Fault Codes in Gauge Cluster</td>
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<tr>
<td>16JNT</td>
<td>SEAT, DRIVER (National 2000) Air Suspension, High Back with Integral Headrest, Vinyl, Isolator, 1 Chamber Lumbar, with 2 Position Front Cushion Adjust, -3 to +14 Degree Angle Back Adjust</td>
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<tr>
<td>16SMN</td>
<td>SEAT, PASSENGER (National) Non Suspension, High Back, Fixed Back, Integral Headrest, Vinyl</td>
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<td>16SNM</td>
<td>MIRRORS (2) Thermostatically Controlled Heated Heads, Black Heads, Brackets and Arms, 7.55&quot; x 14.1&quot; Flat Glass, 7.48&quot; x 6.77&quot; Convex Glass Both Sides</td>
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<td>16SNW</td>
<td>MIRROR, CONVEX, LOOK DOWN Right Side, Black, 6&quot; x 10 1/4&quot;</td>
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<td>16VCC</td>
<td>SEAT BELT All Orange; 1 to 3</td>
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<td>16VKB</td>
<td>CAB INTERIOR TRIM Classic, for Day Cab</td>
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<tr>
<td>16LKL</td>
<td>CAB REAR SUSPENSION Air Suspension, for Mid Cab Height</td>
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<tr>
<td>16VSL</td>
<td>WINDSHIELD Heated, Single Piece</td>
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<tr>
<td>16WBY</td>
<td>ARM REST, RIGHT, DRIVER SEAT</td>
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<tr>
<td>16XCK</td>
<td>WINDOW, MANUAL (2) and Manual Door Locks, Left and Right Doors</td>
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<tr>
<td>16XJN</td>
<td>INSTRUMENT PANEL Flat Panel</td>
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<td>16XWD</td>
<td>SUNSHADE, EXTERIOR Aerodynamic, Painted Roof Color; Includes Integral Clearance/Marker Lights</td>
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<tr>
<td>16XWJ</td>
<td>WINDSHIELD WIPER BLADES Snow Type</td>
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<tr>
<td>16ZBB</td>
<td>ACCESS, CAB (Bustin) Driver &amp; Passenger Sides, Two Aluminum, Self-Cleaning Steps (Bustin) Per Door, For Use with Regular &amp; Extended Cabs</td>
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<tr>
<td>27DPN</td>
<td>WHEELS, FRONT (Accuride 29039) DISC; 22.5x8.00 Rims, Powder Coat Steel, 5-Hand Hole, 10-Stud, 265.75mm BC, Hub-Piloted, Flanged Nut, with Steel Hubs, Non-Standard Offset, with .5&quot; Thick Disc</td>
</tr>
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</table>
Vehicle Specifications
2020 MV607 SBA (MV607)

DESCRIPTION

28DUK
WHEELS, REAR (Accuride 29169) DUAL DISC; 22.5x8.25 Rims, Powder Coat Steel, 5-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with .472" Thick Increased Capacity Disc and Steel Hubs

29580
WHEEL SEALS, FRONT (International) Oil-Lubricated Wheel Bearings

29WLK
WHEEL BEARING, FRONT, LUBE (Emgard FE-75W-90) Synthetic Oil

60AAG
BDY INTG, REMOTE POWER MODULE Mounted inside Cab behind Driver Seat; Up to 6 Outputs & 6 Inputs, Max. 20 amp. per Channel, Max. 60 amp Total (Includes 1 Switch Pack with Latched Switches)

60ABE
BDY INTG, PTO ACCOMMODATION for Electric over Hydraulic PTO; Does Not Include Solenoids, with Latched Switch Mounted on Dash Includes Audible Alarm and Indicator Light in Gauge Cluster (Requires 1 Remote Power Module input & 1 output)

60ABM
BDY INTG, RPM I/O HARNESS Includes a Harness with Six Input Blunt Cut Wires and Six Output Blunt Cut Wires, for use with one RPM

7392155420
(4) TIRE, REAR 12R22.5 Load Range H HDC1 (CONTINENTAL), 479 rev/mile, 68 MPH, Drive

7792545419
(2) TIRE, FRONT 315/80R22.5 Load Range L HSC1 (CONTINENTAL), 484 rev/mile, 68 MPH, All-Position

Services Section:

WARRANTY Standard for MV Series, Effective with Vehicles Built July 1, 2017 or Later, CTS-2020A Delivery
Mid-Atlantic ESCNJ approval & confirmation # CH-97

Chassis portion payment terms: 30 days after it arrives at Body co.

Chassis: $96,453.00

Approved by Seller:

Official Title and Date

Authorized Signature

This proposal is not binding upon the seller without Seller's Authorized Signature

The TOPS FET calculation is an estimate for reference purposes only. The seller or retailer is responsible for calculating and reporting/paying appropriate FET to the IRS.
Thank you for the opportunity to provide you with the following quotation on a new International truck. I am sure the following detailed specification will meet your operational requirements, and I look forward to serving your business needs.

ESCN# 171830 Approval # CH-97

NJ CD-OP # 555CE5CCPS

**Model Profile**

*2020 MV607 SBA (MV607)*

**AXLE CONFIG:**

4X2

**APPLICATION:**

Construction Dump

**MISSION:**

Requested GVWR: 35000. Calcd. GVWR: 40000

Calc. Start / Grade Ability: 34.65%/1.84% @ 55 MPH

Calc. Gear Speed: 69.0 MPH

Wheelbase: 152.00, CA: 84.90, Axle to Frame: 37.00

[Cummins L9 300] EPA 2017, 260HP @ 2000 RPM, 660 lb-ft Torque @ 1300 RPM, 2200 RPM

Governed Speed, 300 Peak HP (Max)

[Allison 306G RDS] 5th Generation Controls, Close Ratio, 6-Speed with Double Overdrive, with PTO Provision, Less Retarder, Includes Oil Level Sensor, On/Off Highway

Omit item (Clutch & Control)

[Dana Spicer E-1452W] Wide Track, 1-Beam Type, 14,000-lb Capacity

[Dana Spicer S25-190D] Single Reduction, 26,000-lb Capacity, Driver Controlled Locking Differential, R Wheel Ends Gear Ratio: 5.14

Conventional

(2) 315/80R22.5 Load Range L HSC1 (CONTINENTAL), 484 rev/mile, 68 MPH, Alt-Position

(4) 12R22.5 Load Range H HDC1 (CONTINENTAL), 479 rev/mile, 68 MPH, Drive

31,000-lb Capacity, Vari-Rate Springs, with 4500-lb Capacity Auxiliary Rubber Springs

Cab schematic 100WP

Location 1: 0877, Cool Gray Medium (Custom)

Chassis schematic N/A

Proposal: 2701-61
# Electronic Parameters Summary

**2020 MV607 SBA (MV607)**

(0012EHU)

**ATTACHMENTS:** 0060ABE 0012THT 0007SCP

<table>
<thead>
<tr>
<th>Parameter</th>
<th>Value</th>
<th>Units</th>
</tr>
</thead>
<tbody>
<tr>
<td>Max Accelerator Vehicle Speed</td>
<td>65</td>
<td>MPH</td>
</tr>
<tr>
<td>Road Speed Governor Upper Droop</td>
<td>0</td>
<td>MPH</td>
</tr>
<tr>
<td>Road Speed Governor Lower Droop</td>
<td>0</td>
<td>MPH</td>
</tr>
<tr>
<td>Max Engine Speed No Veh Speed Sensr</td>
<td>2135</td>
<td>RPM</td>
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<tr>
<td>Idle Speed Adjustment Enable</td>
<td>Y, ENABLE FEATURE OR FUNCTION</td>
<td></td>
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<tr>
<td>Low Idle Speed</td>
<td>750</td>
<td>RPM</td>
</tr>
<tr>
<td>Idle Shutdown Enable</td>
<td>N, DISABLE FEATURE OR FUNCTION</td>
<td></td>
</tr>
<tr>
<td>ISD Time Before Shutdown</td>
<td>15.0</td>
<td>MIN</td>
</tr>
<tr>
<td>ISD Percent Engine Loading</td>
<td>100</td>
<td>%</td>
</tr>
<tr>
<td>ISD With PTO</td>
<td>N, DISABLE FEATURE OR FUNCTION</td>
<td></td>
</tr>
<tr>
<td>ISD Manual Override</td>
<td>N, DISABLE FEATURE OR FUNCTION</td>
<td></td>
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<tr>
<td>ISD With Parking Brake Set</td>
<td>N, DISABLE FEATURE OR FUNCTION</td>
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<tr>
<td>ISD Ambient Temperature Override</td>
<td>N, DISABLE FEATURE OR FUNCTION</td>
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<tr>
<td>ISD Cold Ambient Air Temperature</td>
<td>30</td>
<td>F</td>
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<tr>
<td>ISD Intermediate Ambient Air Temp</td>
<td>40</td>
<td>F</td>
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<tr>
<td>ISD Hot Ambient Air Temperature</td>
<td>81</td>
<td>F</td>
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<tr>
<td>ISD Manual Override Inhibit Zone En</td>
<td>Y</td>
<td>N/A</td>
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<tr>
<td>ISD Hot Ambient Automatic Overrdis</td>
<td>Y</td>
<td>N/A</td>
</tr>
<tr>
<td>ISD Engine Coolant Temp Threshold</td>
<td>30</td>
<td>F</td>
</tr>
<tr>
<td>Cruise Control Enable</td>
<td>Y, ENABLE FEATURE OR FUNCTION</td>
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<tr>
<td>CC Maximum Vehicle Speed</td>
<td>65</td>
<td>MPH</td>
</tr>
<tr>
<td>CC Save Set Speed</td>
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<tr>
<td>CC Upper Droop</td>
<td>0.0</td>
<td>MPH</td>
</tr>
<tr>
<td>CC Lower Droop</td>
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<td>MPH</td>
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<tr>
<td>CC Auto Resume</td>
<td>N, DISABLE FEATURE OR FUNCTION</td>
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<tr>
<td>CC Ovrsd Retard Activation Enable</td>
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<tr>
<td>CC Overspeed for Max Retarder</td>
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<td>MPH</td>
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<tr>
<td>CC Overspeed for Min Retarder</td>
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<td>MPH</td>
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<tr>
<td>Retarder - Min Vehicle Speed</td>
<td>10</td>
<td>MPH</td>
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<tr>
<td>Retarder - Delay Time</td>
<td>0.5</td>
<td>SEC</td>
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<tr>
<td>Retarder - Service Brake Activation</td>
<td>N, DISABLE FEATURE OR FUNCTION</td>
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<tr>
<td>Remote Accelerator Enable</td>
<td>N, DISABLE FEATURE OR FUNCTION</td>
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<tr>
<td>Remote Accelerator Mode</td>
<td>Y, ENABLE FEATURE OR FUNCTION</td>
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<tr>
<td>PTO Enable</td>
<td>Y, ENABLE FEATURE OR FUNCTION</td>
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<tr>
<td>PTO In Cab Mode</td>
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<tr>
<td>Remote PTO Enable</td>
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<td>Remote Station PTO Enable</td>
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<tr>
<td>PTO Max Engine Speed</td>
<td>1500</td>
<td>RPM</td>
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<td>PTO Min Engine Speed</td>
<td>500</td>
<td>RPM</td>
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<tr>
<td>PTO Maximum Engine Load</td>
<td>1199</td>
<td>LB-FT</td>
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<td>PTO Max Vehicle Speed</td>
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<td>MPH</td>
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<tr>
<td>PTO Accelerator Override</td>
<td>N, DISABLE FEATURE OR FUNCTION</td>
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<tr>
<td>PTO Accel Override Max Engine Speed</td>
<td>1500</td>
<td>RPM</td>
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<tr>
<td>PTO Clutch Override</td>
<td>N, DISABLE FEATURE OR FUNCTION</td>
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</tr>
<tr>
<td>PTO Service Brake Override</td>
<td>Y, ENABLE FEATURE OR FUNCTION</td>
<td></td>
</tr>
<tr>
<td>PTO Parking Brake Interlock Mode</td>
<td>1, PTO PRK BRK INT TYPE SET TO CAB ONLY</td>
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</tr>
<tr>
<td>PTO Transmission Neutral Interlock</td>
<td>Y, ENABLE FEATURE OR FUNCTION</td>
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</tr>
<tr>
<td>PTO Eng Spd Limit w/VSS Limit</td>
<td>N, DISABLE FEATURE OR FUNCTION</td>
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<tr>
<td>PTO Ignora Vehicle Speed Sensor</td>
<td>N, DISABLE FEATURE OR FUNCTION</td>
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<tr>
<td>PTO Resums Switch Speed</td>
<td>700</td>
<td>RPM</td>
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<tr>
<td>PTO Set Switch Speed</td>
<td>1500</td>
<td>RPM</td>
</tr>
<tr>
<td>PTO Additional Switch Speed</td>
<td>700</td>
<td>RPM</td>
</tr>
<tr>
<td>PTO Ramp Rate</td>
<td>100</td>
<td>RPM/SEC</td>
</tr>
<tr>
<td>Remote PTO Number of Speed Settings</td>
<td>1</td>
<td>N/A</td>
</tr>
</tbody>
</table>

---

Proposal: 9701-01
### Electronic Parameters Summary

#### Remote PTO Speed Setting
- Remote PTO Speed Setting 1: 1000 RPM
- Remote PTO Speed Setting 2: 1200 RPM
- Remote PTO Speed Setting 3: 1400 RPM
- Remote PTO Speed Setting 4: 1400 RPM
- Remote PTO Speed Setting 5: 1500 RPM
- Remote Station PTO Resume Sw Spd: 1000 RPM
- Remote Station PTO Set Switch Speed: 1500 RPM
- Remote Station PTO Addition Sw Spd: 1500 RPM

#### Transmission Driven PTO
- Transmission Driven PTO Type: N, DISABLE FEATURE OR FUNCTION
- Powertrain Protection Enable: N, DISABLE FEATURE OR FUNCTION

#### Torque and Speed Settings
- Max Torque Allow By*Axle/Driveshaft: 23602 Nm
- Max Torque in Top Gear Range: 2995 LB-FT
- Max Torque in Int. Gear Range: 2995 LB-FT
- Max Torque in Low Gear Range: 2995 LB-FT
- Max Torque w/o Vehicle Speed: 1475 LB-FT
- Lowest Gear of Top Gear Range: 2.00
- Lowest Gear of Int. Gear Range: 3.00
- Lowest Gear of Low Gear Range: 0.00
- Engine Protection Shutdown: N, DISABLE FEATURE OR FUNCTION
- Engine Protection Restart Inhibit: N, DISABLE FEATURE OR FUNCTION
- Trip Information Vehicle Ovrspeed1: 0 MPH
- Trip Information Vehicle Ovrspeed2: 0 MPH
- Maintenance Monitor Enable: N
- Maintenance Monitor Operating Mode: 0, MAINTENANCE MONITOR AUTOMATIC MODE OF OPERATION

#### Maintenance Monitor Alerts
- Maintenance Monitor Alert Percent: 90%
- Maintenance Monitor Distance: 15000 MILES
- Maintenance Monitor Fuel: 2000 GALLONS
- Maintenance Monitor Time: 500 HOURS
- Maintenance Monitor Interval Factor: 1.00
- Master Password: 000000
- Adjustment Password: 000000
- Reset Password: 000000

---

These Electronic Parameters have been successfully finalized.
Base Chassis, Model MV607 SBA with 152.00 Wheelbase, 84.90 CA, and 37.00 Axle to Frame.

TOW HOOK, FRONT (2) Frame Mounted

AXLE CONFIGURATION (Navistar) 4x2

FRAME RAILS Heat Treated Alloy Steel (120,000 PSI Yield); 10.375" x 3.705" x 0.438" (263.5mm x 94.1mm x 11.1mm); 455.0" (11582mm) Maximum OAL

BUMPER, FRONT Full Width, Aerodynamic, Steel; 0.142" Material Thickness

WHEELBASE RANGE 134" (340cm) Through and including 197" (500cm)

AXLE, FRONT NON-DRIVING (Dana Spicer E-1462W) Wide Track, I-Beam Type, 14,000-lb Capacity

SPRINGS, FRONT AUXILIARY Rubber

SUSPENSION, FRONT, SPRING Parabolic Taper Leaf, Shackle Type, 14,000-lb Capacity, with Shock Absorbers

BRAKE SYSTEM, AIR Dual System for Straight Truck Applications

TRAILER CONNECTIONS Four-Wheel, with Hand Control Valve and Tractor Protection Valve, for Straight Truck

DRAIN VALVE (Bendix DV-2) Automatic, with Heater, for Air Tank

BRAKE SHOES, REAR Cast

AIR BRAKE ABS (Bendix Anti-Lock Brake System) Full Vehicle Wheel Control System (4-Channel)

AIR DRYER (Wabco System Saver 1200) with Heater

BREAK CHAMBERS, REAR AXLE (MGM TR3030LP3TSHD) 30/30 Spring Brake

BREAK CHAMBERS, FRONT AXLE (Bendix) 20 Sq/in

BRAKES, FRONT, AIR CAM S-Cam; 16.5" x 5.0"; Includes 20 Sq. In. Long Stroke Brake Chambers

BRAKES, REAR, AIR CAM S-Cam; 16.5" x 7.0"; Includes 30/30 Sq.in. Long Stroke Brake Chamber and Spring Actuated Parking Brake

AIR COMPRESSOR (Cummins) 18.7 CFM Capacity

AIR DRYER LOCATION Mounted Inside Left Rail, Back of Cab

AIR TANK LOCATION (2) Mounted Under Battery Box, Outside Left Rail, Back of Cab, Perpendicular to Rail

DUST SHIELDS, FRONT BRAKE for Air Brakes

DUST SHIELDS, REAR BRAKE for Air Brakes

STEERING COLUMN Tilting

STEERING WHEEL 4-Spoke; 18" Dia., Black

STEERING GEAR (Sheppard HD94) Power

AFTERTREATMENT COVER Aluminum

EXHAUST SYSTEM Single Horizontal Aftertreatment Device, Frame Mounted Right Side Under Cab; for Single Short Horizontal Tail Pipe, Frame Mounted Right Side Back of Cab

ENGINE EXHAUST BRAKE for Cummins ISB/B6.7/ISL/L9 Engine with Variable Vane Turbo Charger

ELECTRICAL SYSTEM 12-Volt, Standard Equipment

CIGAR LIGHTER Includes Ash Cup

December 13, 2018

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<table>
<thead>
<tr>
<th>Code</th>
<th>Description</th>
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<tbody>
<tr>
<td>8541</td>
<td>HORN, ELECTRIC (2) Disc Style</td>
</tr>
<tr>
<td>8GXD</td>
<td>ALTERNATOR (Leece-Neville AV16DP2013) Brush Type; 12 Volt; 160 Amp. Capacity, Pad Mount, with Remote Sense</td>
</tr>
<tr>
<td>8HAB</td>
<td>BODY BUILDER WIRING Back of Standard or Sleeper Cab at Left Frame or Under Extended or Crew Cab at Left Frame; Includes Sealed Connectors for Tail/Amber Turn/Marker/Backup/Accessory Power/Ground and Sealed Connector for Stop/Turn</td>
</tr>
<tr>
<td>8HAH</td>
<td>ELECTRIC TRAILER BRAKES/ LIGHTS Accommodation Package to Rear of Frame; for Combined Trailer Stop, Tail, Turn, Marker Light Circuits; Includes Electric Trailer Brake Accommodation Package with Cab Connections for Mounting Customer Installed Electric Brake Unit, Less Trailer Socket</td>
</tr>
<tr>
<td>8MSG</td>
<td>BATTERY SYSTEM (Fleetrite) Maintenance-Free, (3) 12-Volt 1980CCA Total</td>
</tr>
<tr>
<td>8NAA</td>
<td>TAIL LIGHT WIRING MODIFIED Includes: Wiring for Standard Lt &amp; Rt Tail Lights; Separate 8.0' of Extra Cable Wiring for Lt &amp; Rt Body Mounted Tail Lights</td>
</tr>
<tr>
<td>8RGA</td>
<td>2-WAY RADIO Wiring Effects; Wiring with 20 Amp Fuse Protection, Includes Ignition Wire with 5 Amp Fuse, Wire Ends Heat Shrink and Routed to Center of Header Console in Cab</td>
</tr>
<tr>
<td>8RML</td>
<td>RADIO AM/FM/MB/Clock/Bluetooth/USB Input/3.5MM Auxiliary Input, MP3, Apple Device Play &amp; Control, Bluetooth for Phone &amp; Music</td>
</tr>
<tr>
<td>8RMV</td>
<td>SPEAKERS (2) 6.5&quot; Dual Cone Mounted in Doors</td>
</tr>
<tr>
<td>8THB</td>
<td>BACK-UP ALARM Electric, 102 dBA</td>
</tr>
<tr>
<td>8TKK</td>
<td>TRAILER AUXILIARY FEED CIRCUIT for Electric Trailer Brake Accommodation/Air Trailer ABS; with 30 Amp Fuse and Relay, Controlled by Ignition Switch</td>
</tr>
<tr>
<td>8VTV</td>
<td>STOP-LIGHT WIRING MODIFIED Stop-Lights Turned on When Engine Compression Brake, Exhaust Brake or Retarder is Activated</td>
</tr>
<tr>
<td>8VUL</td>
<td>BATTERY BOX Steel with Plastic Cover, 16&quot; Wide, 2, 3, or 4 Battery Capacity, Mounted Left Side Back of Cab</td>
</tr>
<tr>
<td>8W0W</td>
<td>JUMP START STUD Remote Mounted</td>
</tr>
<tr>
<td>8WGL</td>
<td>WINDSHIELD WIPER SPD CONTROL Force Wipers to Slowest Intermittent Speed When Park Brake Set and Wipers Left on for a Predetermined Time</td>
</tr>
<tr>
<td>8WPB</td>
<td>HEADLIGHTS Halogen; Composite Aero Design for Two Light System; Includes Daytime Running Lights</td>
</tr>
<tr>
<td>8WPH</td>
<td>CLEARANCE/MARKER LIGHTS (5) (Truck Lite) Amber LED Lights, Flush Mounted on Cab or Sunshades</td>
</tr>
<tr>
<td>8WRB</td>
<td>HEADLIGHTS ON W/ WIPERS Headlights Will Automatically Turn on if Windshield Wipers are turned on</td>
</tr>
<tr>
<td>8WTK</td>
<td>STARTING MOTOR (Delco Remy 35MT Type 300) 12 Volt; less Thermal Over-Crank Protection</td>
</tr>
<tr>
<td>8WTP</td>
<td>COURTESY LIGHT (2) Mounted in Front Map Pocket Left and Right Side</td>
</tr>
<tr>
<td>8WNW</td>
<td>INDICATOR, LOW COOLANT LEVEL with Audible Alarm</td>
</tr>
<tr>
<td>8WXD</td>
<td>ALARM, PARKING BRAKE Electric Horn Sounds in Repetitive Manner When Vehicle Park Brake is &quot;NOT&quot; Set, with ignition &quot;OFF&quot; and any Door Opened</td>
</tr>
<tr>
<td>8XAH</td>
<td>CIRCUIT BREAKERS Manual-Reset (Main Panel) SAE Type III with Trip Indicators, Replaces All Fuses</td>
</tr>
<tr>
<td>8XGT</td>
<td>TURN SIGNALS, FRONT Includes LED Side Turn Lights Mounted on Fender</td>
</tr>
<tr>
<td>8XHN</td>
<td>HORN, AIR Black, Single Trumpet, with Lanyard Pull Cord</td>
</tr>
<tr>
<td>8XHR</td>
<td>POWER SOURCE, ADDITIONAL Auxiliary Power Output (APO) &amp; USB Port, Located in the Instrument Panel</td>
</tr>
<tr>
<td>9AAB</td>
<td>LOGOS EXTERIOR Model Badges</td>
</tr>
<tr>
<td>9AAE</td>
<td>LOGOS EXTERIOR, ENGINE Badges</td>
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**Proposal: 9701-01**
INTERNATIONAL®  

Vehicle Specifications  
2020 MV607 SBA (MV607)  

<table>
<thead>
<tr>
<th>Code</th>
<th>Description</th>
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<tbody>
<tr>
<td>9HAD</td>
<td>GRILLE Chrome</td>
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<tr>
<td>9HAN</td>
<td>INSULATION, UNDER HOOD for Sound Abatement</td>
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<tr>
<td>9HBN</td>
<td>INSULATION, SPLASH PANELS for Sound Abatement</td>
</tr>
<tr>
<td>9WAC</td>
<td>BUG SCREEN Mounted Behind Grille</td>
</tr>
<tr>
<td>9WAY</td>
<td>FRONT END Tilting, Fiberglass, with Three Piece Construction</td>
</tr>
<tr>
<td>10060</td>
<td>PAINT SCHEMATIC, PT-1 Single Color, Design 100</td>
</tr>
<tr>
<td>10761</td>
<td>PAINT TYPE Base Coat/Clear Coat, 1-2 Tond</td>
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<tr>
<td>10771</td>
<td>PAINT CLASS Single Custom Color</td>
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<tr>
<td>10BAE</td>
<td>LABEL, DEF &quot;DEF ONLY&quot;</td>
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<tr>
<td>10SLV</td>
<td>PROMOTIONAL PACKAGE Government Silver Package</td>
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<tr>
<td>10WJE</td>
<td>MUD FLAPS, FRONT WHEELS (2) Rubber, Behind Front Wheels, Mounted on Fender Extension</td>
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<tr>
<td>11001</td>
<td>CLUTCH Omit Item (Clutch &amp; Control)</td>
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<tr>
<td>12703</td>
<td>ANTI-FREEZE Red, Extended Life Coolant; To -40 Degrees F/ -40 Degrees C, Freeze Protection</td>
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<tr>
<td>12849</td>
<td>BLOCK HEATER, ENGINE 120V/1000W, for Cummins ISB/B6.7/ISL/L9 Engines</td>
</tr>
<tr>
<td>12EHU</td>
<td>ENGINE, DIESEL (Cummins L9 300) EPA 2017, 300HP @ 2000 RPM, 850 lb-ft Torque @ 1300 RPM, 2200 RPM Governor Speed, 300 Peak HP (Max)</td>
</tr>
<tr>
<td>12THT</td>
<td>FAN DRIVE (Horton Drivemaster) Direct Drive Type, Two Speed with Residual Torque Device for Disengaged Fan Speed</td>
</tr>
<tr>
<td>12UAW</td>
<td>RADIATOR Aluminum; 2-Row, Cross Flow, Over Under System, 1045 Sqn Louvered, with 373 Sqn CAC, with in Tank Oil Cooler</td>
</tr>
<tr>
<td>12VBR</td>
<td>AIR CLEANER with Service Protection Element</td>
</tr>
<tr>
<td>12VGZ</td>
<td>FEDERAL EMISSIONS (Cummins L9) EPA, OBD and GHG Certified for Calendar Year 2019</td>
</tr>
<tr>
<td>12VXT</td>
<td>THROTTLE, HAND CONTROL Engine Speed Control; Electronic, Stationary, Variable Speed; Mounted on Steering Wheel</td>
</tr>
<tr>
<td>12WJ</td>
<td>EMISSION COMPLIANCE Low NOx Idle Engine, Complies with California Clean Air Regulations; Includes “Certified Clean Idle” Decal located on Driver Door</td>
</tr>
<tr>
<td>12XAT</td>
<td>ENGINE CONTROL, REMOTE MOUNTED Provision for; Includes Wiring for Body Builder installation of PTO Controls; with Ignition Switch Control for Cummins ISB/B6.7 or ISL/L9 Engines</td>
</tr>
<tr>
<td>13AVR</td>
<td>TRANSMISSION, AUTOMATIC (Allison 3000 RDS) 5th Generation Controls, Close Ratio, 8-Speed with Double Overdrive, with PTO Provision, Less Retarder, Includes Oil Level Sensor, On/Off Highway</td>
</tr>
<tr>
<td>13WET</td>
<td>TRANSMISSION SHIFT CONTROL for Column Mounted Stalk Shifter</td>
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<tr>
<td>13WLP</td>
<td>TRANSMISSION OIL Synthetic; 29 thru 42 Pints</td>
</tr>
<tr>
<td>13WUC</td>
<td>ALLISON SPARE INPUT/OUTPUT for Rugged Duty Series (RDS); General Purpose Trucks, Construction</td>
</tr>
<tr>
<td>13WYH</td>
<td>TRANSMISSION TCM LOCATION Located inside Cab</td>
</tr>
<tr>
<td>13WYU</td>
<td>SHIFT CONTROL PARAMETERS Allison 3000 or 4000 Series Transmissions, 5th Generation Controls, Performance Programming</td>
</tr>
<tr>
<td>13XAL</td>
<td>PTO LOCATION Left Side of Transmission</td>
</tr>
<tr>
<td>14AHL</td>
<td>AXLE, REAR, SINGLE (Dana Spicer S26-190D) Single Reduction, 28,000-lb Capacity, Driver Controlled Locking Differential, R Wheel Ends . Gear Ratio: 6.14</td>
</tr>
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<tbody>
<tr>
<td>14VAJ</td>
<td>SUSPENSION, REAR, SINGLE 31,000-lb Capacity, Vari-Rate Springs, with 4500-lb Capacity Auxiliary Rubber Springs</td>
</tr>
<tr>
<td>14WMG</td>
<td>AXLE, REAR, LUBE (EmGard FE-75W-90) Synthetic Oil; 30 thru 39.99 Pints</td>
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<tr>
<td>15LMN</td>
<td>FUEL TANK STRAPS Bright Finish Stainless Steel</td>
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<tr>
<td>15LMU</td>
<td>FUEL/WATER SEPARATOR (Racor 400 Series,) 12 VDC Electric Heater, Includes Pre-Heater, with Primer Pump, Includes Water-in-Fuel Sensor</td>
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<tr>
<td>15SRE</td>
<td>LOCATION FUEL/WATER SEPARATOR Mounted Outside Left Rail, 6&quot; Back of Cab</td>
</tr>
<tr>
<td>15WDG</td>
<td>DEF TANK 7 U.S. Gal. 28.5L Capacity, Frame Mounted Outside Left Rail, Under Cab</td>
</tr>
<tr>
<td>16030</td>
<td>CAB Conventional</td>
</tr>
<tr>
<td>16BAM</td>
<td>AIR CONDITIONER with Integral Heater &amp; Defroster</td>
</tr>
<tr>
<td>16GDC</td>
<td>GAUGE CLUSTER Base Level; English with English Speedometer and Tachometer, for Air Brake Chassis, Includes Engine Coolant Temperature,</td>
</tr>
<tr>
<td></td>
<td>Primary and Secondary Air Pressure, Fuel and DEF Gauges, Oil Pressure Gauge, Includes 3 Inch Monochromatic Text Display</td>
</tr>
<tr>
<td>16GHU</td>
<td>GRAB HANDLE, CAB INTERIOR (2) Safety Yellow</td>
</tr>
<tr>
<td>16HGH</td>
<td>GAUGE, OIL TEMP, AUTO TRANS for Allison Transmission</td>
</tr>
<tr>
<td>16HHE</td>
<td>GAUGE, AIR CLEANER RESTRICTION (Filter-Minder) with Black Bezel Mounted in Instrument Panel</td>
</tr>
<tr>
<td>16HKT</td>
<td>IP CLUSTER DISPLAY On Board Diagnostics Display of Fault Codes In Gauge Cluster</td>
</tr>
<tr>
<td>16JMT</td>
<td>SEAT, DRIVER (National 2000) Air Suspension, High Back with Integral Headrest, Vinyl, Isolator, 1 Chamber Lumber, with 2 Position Front</td>
</tr>
<tr>
<td></td>
<td>Cushion Adjust, -3 to +14 Degree Angle Back Adjust</td>
</tr>
<tr>
<td>16SMN</td>
<td>SEAT, PASSENGER (National) Non Suspension, High Back, Fixed Back, Integral Headrest, Vinyl</td>
</tr>
<tr>
<td>16SMN</td>
<td>MIRRORS (2) Thermostatically Controlled Heated Heads, Black Heads, Brackets and Arms, 7.55&quot; x 14.1&quot; Flat Glass, 7.48&quot; x 6.77&quot; Convex</td>
</tr>
<tr>
<td></td>
<td>Glass Both Sides</td>
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<tr>
<td>16SNV</td>
<td>MIRROR, CONVEX, LOOK DOWN Right Side, Black, 5&quot; x 10 1/4&quot;</td>
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<tr>
<td>16VCC</td>
<td>SEAT BELT All Orange; 1 to 3</td>
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<tr>
<td>16VKB</td>
<td>CAB INTERIOR TRIM Classic, for Day Cab</td>
</tr>
<tr>
<td>16VLK</td>
<td>CAB REAR SUSPENSION Air Suspension, for Mid Cab Height</td>
</tr>
<tr>
<td>16VSL</td>
<td>WINDSHIELD Heated, Single Piece</td>
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<tr>
<td>16WBY</td>
<td>ARM REST, RIGHT, DRIVER SEAT</td>
</tr>
<tr>
<td>16XCK</td>
<td>WINDOW, MANUAL (2) and Manual Door Locks, Left and Right Doors</td>
</tr>
<tr>
<td>16XJN</td>
<td>INSTRUMENT PANEL Flat Panel</td>
</tr>
<tr>
<td>16XWD</td>
<td>SUNSHADE, EXTERIOR Aerodynamic, Painted Roof Color; Includes Integral Clearance/Marker Lights</td>
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<tr>
<td>16XWJ</td>
<td>WINDSHIELD WIPER BLADES Snow Type</td>
</tr>
<tr>
<td>16ZBB</td>
<td>ACCESS, CAB (Bustin) Driver &amp; Passenger Sides, Two Aluminum, Self-Cleaning Steps (Bustin) Per Door, For Use with Regular &amp; Extended Cabs</td>
</tr>
<tr>
<td>27DPN</td>
<td>WHEELS, FRONT (Accuride 29639) DISC; 22.5x9.00 Rims, Powder Coat Steel, 5-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with</td>
</tr>
<tr>
<td></td>
<td>Steel Hubs, Non-Standard Offset, with .5&quot; Thick Disc</td>
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<tr>
<td>Code</td>
<td>Description</td>
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<tr>
<td>--------</td>
<td>-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------</td>
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<tr>
<td>28DUK</td>
<td>WHEELS, REAR (Accuride 29169) DUAL DISC; 22.5x8.25 Rims, Powder Coat Steel, 5-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with .472&quot; Thick Increased Capacity Disc and Steel Hubs</td>
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<tr>
<td>29WLK</td>
<td>WHEEL BEARING, FRONT, LUBE (EmGard FE-75W-80) Synthetic Oil</td>
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<tr>
<td>60AAG</td>
<td>BDY INTG, REMOTE POWER MODULE Mounted Inside Cab behind Driver Seat; Up to 6 Outputs &amp; 8 Inputs, Max. 20 amp. per Channel, Max. 80 amp Total (Includes 1 Switch Pack with Latched Switches)</td>
</tr>
<tr>
<td>60ABE</td>
<td>BDY INTG, PTO ACCOMMODATION for Electric over Hydraulic PTO, Does Not Include Solenoids, with Latched Switch Mounted on Dash Includes Audible Alarm and Indicator Light in Gauge Cluster (Requires 1 Remote Power Module input &amp; 1 output)</td>
</tr>
<tr>
<td>60ABM</td>
<td>BDY INTG, RPM I/O HARNESS Includes a Harness with Six Input Blunt Cut Wires and Six Output Blunt Cut Wires, for use with one RPM</td>
</tr>
<tr>
<td>7392155420</td>
<td>(4) TIRE, REAR 12R22.5 Load Range H HDC1 (CONTINENTAL), 479 rev/mile, 68 MPH, Drive</td>
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<tr>
<td>7792545419</td>
<td>(2) TIRE, FRONT 315/80R22.5 Load Range L HSC1 (CONTINENTAL), 484 rev/mile, 68 MPH, All-Position</td>
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Services Section:

WARRANTY Standard for MV Series, Effective with Vehicles Built July 1, 2017 or Later, CTS-2020A delivery
<table>
<thead>
<tr>
<th>Description</th>
<th>Price</th>
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<tbody>
<tr>
<td>Mid-Atlantic ESCNJ approval &amp; confirmation # CH-97</td>
<td>$96,453.00</td>
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</table>

Chassis portion payment terms: 30 days after it arrives at Body co.

Chassis: $96,453.00

Approved by Seller: ____________________________

Accepted by Purchaser: __________________________

Official Title and Date

Firm or Business Name

Authorized Signature

Authorized Signature and Date

This proposal is not binding upon the seller without Seller's Authorized Signature

Official Title and Date

The TOPS FET calculation is an estimate for reference purposes only. The seller or retailer is responsible for calculating and reporting/paying appropriate FET to the IRS.
Thank You

From: Allison Solowsky
Sent: Wednesday, December 19, 2018 8:33 AM
To: Brian Platt <BPatt@jcni.org>; Martin Valentii <MValenti@jcni.org>; John Minella <JMinella@jcni.org>
Cc: Patrick Stamato <PStamato@jcni.org>; Silendra Baijnauth <BaijnauthS@jcni.org>; Jeffrey Dublin <JDublin@jcni.org>
Hector Ortiz <OrtizH@jcni.org
Subject: RE: Chassis and Cliffside body quotes and proposals

You are good to go here Marti.

Thank you,

Allison Solowsky
Deputy Chief of Staff
Office of the Mayor
City of Jersey City
P: (201) 547-4306
E: asolowsky@jcni.org

From: Brian Platt
Sent: Tuesday, December 18, 2018 4:15 PM
To: Martin Valentii <MValenti@jcni.org>; John Minella <JMinella@jcni.org>; Allison Solowsky <ASolowsky@jcni.org>
Cc: Patrick Stamato <PStamato@jcni.org>; Silendra Baijnauth <BaijnauthS@jcni.org>; Jeffrey Dublin <JDublin@jcni.org>
Hector Ortiz <OrtizH@jcni.org
Subject: RE: Chassis and Cliffside body quotes and proposals

Great - approved on my end.

From: Martin Valentii
Sent: Tuesday, December 18, 2018 4:08 PM
To: Brian Platt <BPatt@jcni.org>; John Minella <JMinella@jcni.org>; Allison Solowsky <ASolowsky@jcni.org>
Cc: Patrick Stamato <PStamato@jcni.org>; Silendra Baijnauth <BaijnauthS@jcni.org>; Jeffrey Dublin <JDublin@jcni.org>
Hector Ortiz <OrtizH@jcni.org
Subject: RE: Chassis and Cliffside body quotes and proposals

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

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

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

WHEREAS, the City of Jersey City (City) desires to participate in a cooperative pricing system 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 Middlesex Regional Educational Services Commission is the lead agency under a Cooperative Pricing Agreement approved by the Division of Local Government Services (Division); and

WHEREAS, pursuant to N.J.A.C. 5:34-7.6, the City of Jersey City (City) may apply for membership in an approved Cooperative Purchasing System and Middlesex Regional Educational Services Commission is authorized to apply to the Director of the Division for approval on behalf of a proposed new member; and

WHEREAS, if the Division approves the City's membership application, the City will be able to purchase certain goods and services that Middlesex Regional Educational Services Commission has publicly bid for; and

WHEREAS, the City desires to become a member of the Cooperative Purchasing System for which Middlesex Regional Educational Services Commission is the lead agency.

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

1. The Mayor or Business Administrator is authorized to execute the agreement attached hereto to participate in the Cooperative Pricing System offered by the Middlesex Regional Educational Services Commission.

APPROVED: ____________________________ APPROVED AS TO LEGAL FORM

APPROVED: ____________________________ Certification Required: [ ]

[ ] Not Required

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 2-11-14

<table>
<thead>
<tr>
<th>COUNCILPERSON</th>
<th>AYE</th>
<th>NAY</th>
<th>N.V.</th>
<th>COUNCILPERSON</th>
<th>AYE</th>
<th>NAY</th>
<th>N.V.</th>
<th>COUNCILPERSON</th>
<th>AYE</th>
<th>NAY</th>
<th>N.V.</th>
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<tbody>
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<td>MUN</td>
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<td>COLEMAN</td>
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<td>WATERMAN</td>
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N.V. = Not Voting (Abstain)

ADOPTED AT A MEETING OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY N.J.

[Signatures]

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

[Signatures]
### MEMBERS OF THE NJ STATE APPROVED MRES MRES COOPERATIVE PRICING SYSTEM # 65MCESCCPS

<table>
<thead>
<tr>
<th>Bloomfield Township of</th>
<th>Township of Millburn</th>
<th>Phillip's Academy Charter</th>
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<tr>
<td>Caldwell-West Caldwell BOE</td>
<td>Millville BOE</td>
<td>Roseland BOE</td>
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<td>Cedar Grove BOE</td>
<td>Irvington BOE</td>
<td>Seton Hall Prep</td>
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<tr>
<td>East Orange BOE</td>
<td>Livingston, Township of</td>
<td>People's Preparatory Charter School</td>
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<tr>
<td>City of East Orange</td>
<td>Montclair BOE</td>
<td>South-Orange Maplewood BOE</td>
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<td>Essex County</td>
<td>Newark Educators Community Charter</td>
<td>The Township of South Orange Village</td>
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<tr>
<td>Essex County Vo-Tech School</td>
<td>Newark Legacy Charter</td>
<td>Team Academy Charter</td>
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<td>Borough of Essex Fells</td>
<td>Newark Public Schools</td>
<td>Township of Verona</td>
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<tr>
<td>Essex Fells School District</td>
<td>North Caldwell BOE</td>
<td>Verona BOE</td>
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<tr>
<td>Essex Regl Educational Svs Com.</td>
<td>North Star Academy</td>
<td>West Essex Regional BOE</td>
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<tr>
<td>Fairfield Township</td>
<td>Nutley BOE</td>
<td>Township of West Caldwell</td>
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<tr>
<td>Glen Ridge BOE</td>
<td>Nutley Township</td>
<td>West Orange Township</td>
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<tr>
<td>Livingston BOE</td>
<td>Roselle Community Charter</td>
<td>West Orange BOE</td>
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<tr>
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<td>Gloucester County College</td>
<td>Monroe BOE</td>
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<td>County of Gloucester</td>
<td>National Park School District</td>
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<td>Delaware Reg. H S District</td>
<td>Gloucester County Special Services/Vocational-Technical Schools</td>
<td>Pitman BOE</td>
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<td>Deptford Township BOE</td>
<td>Township of Gloucester</td>
<td>South Harrison Twp School District</td>
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<tr>
<td>Township of Franklin BOE</td>
<td>Greenwich Township BOE</td>
<td>Washington Township BOE</td>
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<tr>
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<td>Harrison Township BOE</td>
<td>Westville BOE</td>
</tr>
<tr>
<td>Glassboro BOE</td>
<td>Kingsway Regional School District</td>
<td>Woodbury City Public School District</td>
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<tr>
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<td>Woodbury Heights BOE</td>
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<td>Hoboken BOE</td>
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<td>Secaucus BOE</td>
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<td>Ke军y BOE</td>
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<tr>
<td>Harrison Township Of BOE</td>
<td>Hudson County Community College</td>
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<tr>
<td>City of Hoboken</td>
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<td>French Town BOE</td>
<td>Lebanon Township BOE</td>
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<td>Township of Bethel</td>
<td>Hampton Borough BOE</td>
<td>Milford BOE</td>
</tr>
<tr>
<td>Bloomsbury BOE</td>
<td>High Bridge BOE</td>
<td>Milford Borough of</td>
</tr>
<tr>
<td>Califon BOE</td>
<td>Borough of High Bridge</td>
<td>No, Hunterdon-Voorhees Reg, HS Dist</td>
</tr>
<tr>
<td>Clinton Township BOE</td>
<td>Township of Holland</td>
<td>Township of Raritan</td>
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<tr>
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<td>Holland Township BOE</td>
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<td>Hunterdon Central Regional HS</td>
<td>Readington Township BOE</td>
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<td>Hunterdon County ESC</td>
<td>South Hunterdon Regl HS BOE</td>
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<td>Kingwood Township BOE</td>
<td>Tewksbury BOE</td>
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<tr>
<td>Flemington-Raritan SD</td>
<td>Borough of Lebanon BOE</td>
<td>Union Twp BOE</td>
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<td>Franklin Township BOE</td>
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<td>West Amwell Township SD</td>
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As of 6/17/14
## VENDOR CONTACT FORMS

<table>
<thead>
<tr>
<th>Vendor</th>
<th>Hudson County Motors, Inc.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Representative</td>
<td>Tom Del Gaudio</td>
</tr>
<tr>
<td>Address</td>
<td>614 New County Road, PO Box 2611, Secaucus, NJ 07096</td>
</tr>
<tr>
<td>Telephone #</td>
<td>201-866-5570</td>
</tr>
<tr>
<td>Fax #</td>
<td>201-866-5757</td>
</tr>
<tr>
<td>Email</td>
<td><a href="mailto:todelgaudio@hudsoncountymotors.com">todelgaudio@hudsoncountymotors.com</a></td>
</tr>
<tr>
<td>Website</td>
<td><a href="http://www.hudsoncountymotors.com">www.hudsoncountymotors.com</a></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Vendor</th>
<th>1st Vac Equipment, LLC</th>
</tr>
</thead>
<tbody>
<tr>
<td>Representative</td>
<td>Adam Emusov</td>
</tr>
<tr>
<td>Address</td>
<td>195 Green Pond Road, Rockaway, NJ 07866</td>
</tr>
<tr>
<td>Telephone #</td>
<td>862-686-9029</td>
</tr>
<tr>
<td>Fax #</td>
<td></td>
</tr>
<tr>
<td>Email</td>
<td><a href="mailto:adamemusov@1stvacequipment.com">adamemusov@1stvacequipment.com</a></td>
</tr>
<tr>
<td>Website</td>
<td><a href="http://www.1stvacequipment.com">www.1stvacequipment.com</a></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Vendor</th>
<th>Mid-Atlantic Truck Centre, Inc.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Representative</td>
<td>Frank Dela Fuente</td>
</tr>
<tr>
<td>Address</td>
<td>525 West Linden Avenue, Linden, NJ 07036</td>
</tr>
<tr>
<td>Telephone #</td>
<td>908-862-8181 Ext.247</td>
</tr>
<tr>
<td>Fax #</td>
<td>908-862-7621</td>
</tr>
<tr>
<td>Email</td>
<td><a href="mailto:fidelafuente@mid-atlantictrucks.com">fidelafuente@mid-atlantictrucks.com</a></td>
</tr>
<tr>
<td>Website</td>
<td><a href="http://www.riv">www.riv</a> Streetvideos.com</td>
</tr>
</tbody>
</table>
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, national origin 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 ensure that all personnel testing conforms with the principles of job-related testing, as established by the standards 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, national origin 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:

1. Letter of Federal Affirmative Action Plan Approval
2. Certificate of Employee Information Report
3. 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, CCAL, 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 agency shall furnish such information as may be requested by the Division of Purchase & Property, CCAL, 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.A.S. 10A: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. 10A:31 and N.J.A.C. 17:27.

Representative's Name/Title (Priest): Shanye Swift Sec. Treasurer.

Representative's Signature: [Signature]

Name of Company: Mid-Atlantic Truck Co., Inc.

Tel. No.: 908-962-2181 Fax: 257

Date: 09-22-19
APPENDIX A

AMERICANS WITH DISABILITIES ACT OF 1990

Equal Opportunity for Individuals with Disability

The contractor and the [Name of Company] (hereafter "owner") do hereby agree that the provisions of Title I of the Americans with Disabilities Act of 1990 (the "Act") (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performances 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 any and all suits, claims, losses, and damages, of whatever kind or nature, arising out of any claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all claims 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 prejudice the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

Representative's Name: [Name]
Title: [Title]
Signature: [Signature]
Date: [Date]

[Name of Company]

Tel No.: [Phone Number] Date: [Date]
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: Mid-Atlantic Truck Co., Inc.
Address: 525 Linden Ave, West, Linden, NJ, 07036
Telephone No.: 908-452-8181 Ext.
Contact Name: Shiane Swift

Please check applicable category:

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

Definitions

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
CERTIFICATE OF EMPLOYEE INFORMATION REPORT.

This certificate that the contractor (hereinafter referred to as “Contractor”) has submitted an Employee Information Report pursuant to N.J.S.A. 12:23-7 et seq. and that said report has been filed with the appropriate office. This approval will remain in effect for the period of

[Signature]

ELIZABETH MAKER MUGIO
State Treasurer
CERTIFICATION OF COMPLIANCE WITH THE CITY OF JERSEY CITY
CONTRACTOR PAY-TO-PLAY REFORM ORDINANCE 08-128 ADOPTED
ON SEPTEMBER 3, 2008

PART I - Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that
Mid-Atlantic Truck Centre Inc. (name of business entity) has not made any reportable
contributions in the one-year period preceding 10/23/08 (date of contract award 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 (hereinafter referred to as the Ordinance) and that would bar the award
of this contract. I further certify that during the term of the contract Mid-Atlantic Truck Centre 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: Mid-Atlantic Truck Centre Inc.

Signed: [Signature]

Title: Sec. Treasurer

Print Name: [Print Name]

Date: 10/23/08

Subscribed and sworn before me
this 22 day of Oct., 2008.
My Commission expires: 10/15/2013

[Signature]

(Print name & title of affiant) (Corporate Seal)

*Pursuant to Section 2 of Ordinance 08-128, no contributions or solicitations of
contributions made prior to the effective date Ordinance 08-128 (September 23, 2008)
shall be deemed to be a violation of the Ordinance,*
C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

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

This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.

Part I - Vendor Information

| Vendor Name: | MID-ATLANTIC LEGAL CENTER INC. |
| Address: | 555 Weden Ave W. |
| City: | Linden |
| State: | N.J. |
| Zip: | 07036 |

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

Signature: [Signature]  Printed Name: [Printed Name]  Title: [Title]

Part II - Contribution Disclosure

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

☐ Check here if disclosure is provided in electronic form.

<table>
<thead>
<tr>
<th>Contributor Name</th>
<th>Recipient Name</th>
<th>Date</th>
<th>Dollar Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

☐ Check here if the information is continued on subsequent page(s)
BUSINESS ENTITY DISCLOSURE CERTIFICATION
FOR NON-FAT 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 N.J.S.A. 19:44A-19, it 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 committees, 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), (a) and (g).

- Steven Fulop for Mayor 2017
- Lavaro for Councilman
- Friends of Joyce Watterman
- Friends of Daniel Rivera
- Ridley 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

<table>
<thead>
<tr>
<th>Name of Stock or Shareholder</th>
<th>Home Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>signature Sidler.</td>
<td>9 Terraine Crt. 18th Floor 18a, River NJ.</td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

Name of Business Entity: Met Atlantic Real Corp. Inc.
Signature of Affiant: ____________ Title: Sec. Treasurer
Printed Name of Affiant: ____________
Subscribed and sworn before me this ___ day of ______ 2018.

My Commission expires: 10-15-2023

Witnesed and attested by: __________________________
<table>
<thead>
<tr>
<th><strong>Taxpayer Name:</strong></th>
<th>MID-ATLANTIC TRUCK CENTRE, INC.</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Trade Name:</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Address:</strong></td>
<td>525 LINDEN AVENUE W</td>
</tr>
<tr>
<td></td>
<td>LINDEN, NJ 07036-6507</td>
</tr>
<tr>
<td><strong>Certificate Number:</strong></td>
<td>0079677</td>
</tr>
<tr>
<td><strong>Effective Date:</strong></td>
<td>July 08, 1991</td>
</tr>
<tr>
<td><strong>Date of Issuance:</strong></td>
<td>January 09, 2019</td>
</tr>
</tbody>
</table>

For Office Use Only:

20190109140205106
RESOLUTION AUTHORIZING AN AWARD OF A CONTRACT TO CLIFFSIDE BODY CORPORATION FOR THE PURCHASE AND DELIVERY OF A DUMP BODY WITH SNOW AND TAILGATE SPREADER FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF AUTOMOTIVE MAINTENANCE THROUGH THE EDUCATIONAL SERVICES COMMISSION OF NEW JERSEY (ESCNJ), FORMERLY MIDDLESEX REGIONAL EDUCATIONAL SERVICES COMMISSION (MRESC)

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

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

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

WHEREAS, the Educational Services Commission of New Jersey is a lead agency under a Cooperative Pricing Agreement approved by the Division of Local Government Services; and

WHEREAS, Resolution 14-097 approved on February 11, 2014 authorized the City of Jersey City (City) to enter into a Cooperative Agreement with the Educational Services Commission of New Jersey (formerly the Middlesex Regional Educational Services Commission); and

WHEREAS, the Department of Public Works, Division of Automotive Maintenance wishes to purchase one dump body with snow plow and tailgate spreader from Cliffside Body Corp., 130 Broad Avenue, P.O. Box 206, Fairview, New Jersey 07022 who is possession of contract #65MCESCPCS, Bid ESCNJ 17/18-30; and

WHEREAS, funds are available for this contract in the Capital Account:

<table>
<thead>
<tr>
<th>Account</th>
<th>PO #</th>
<th>Total Contract</th>
</tr>
</thead>
<tbody>
<tr>
<td>04-215-55-199-990</td>
<td>132102</td>
<td>$59,998.90</td>
</tr>
</tbody>
</table>

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 award to Cliffside Body Corp. in the amount of $59,998.90 for the purchase and delivery of one dump body with snow plow and tailgate spreader is authorized.

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

3. The term of the contract shall be completed upon the delivery of the goods or services.

4. 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)
RESOLUTION AUTHORIZING AN AWARD OF A CONTRACT TO CLIFFSIDE BODY CORPORATION FOR THE PURCHASE AND DELIVERY OF A DUMP BODY WITH SNOW AND TAILGATE SPREADER FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF AUTOMOTIVE MAINTENANCE THROUGH THE EDUCATIONAL SERVICES COMMISSION OF NEW JERSEY (ESCNJ), FORMERLY MIDDLESEX REGIONAL EDUCATIONAL SERVICES COMMISSION (MRESCE)

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

Account: 04-215-55-168-990
PO #: 132102
Total Contract: $59,998.90

Approved by: Peter Holgado, Director of Purchasing, QPA, RPPO

January 10, 2019

APPROVED: [Signature]
Business Administrator

APPROVED AS TO LEGAL FORM: [Signature]
Corporation Counsel

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 1.24.19

<table>
<thead>
<tr>
<th>COUNCILPERSON</th>
<th>AYE</th>
<th>NAY</th>
<th>N.V.</th>
<th>COUNCILPERSON</th>
<th>AYE</th>
<th>NAY</th>
<th>N.V.</th>
<th>COUNCILPERSON</th>
<th>AYE</th>
<th>NAY</th>
<th>N.V.</th>
</tr>
</thead>
<tbody>
<tr>
<td>RIDLEY</td>
<td>✓</td>
<td></td>
<td>✓</td>
<td>PRINZ-AREY</td>
<td>✓</td>
<td></td>
<td>✓</td>
<td>BOGSIANO</td>
<td>✓</td>
<td></td>
<td>✓</td>
</tr>
<tr>
<td>PRINZ-AREY</td>
<td>✓</td>
<td></td>
<td>✓</td>
<td>SOLOMON</td>
<td>✓</td>
<td></td>
<td>✓</td>
<td>RIVERA</td>
<td>✓</td>
<td></td>
<td>✓</td>
</tr>
<tr>
<td>BOGSIANO</td>
<td>✓</td>
<td></td>
<td>✓</td>
<td>WATTERMAN</td>
<td>✓</td>
<td></td>
<td>✓</td>
<td>LAVARRO, PRES</td>
<td>✓</td>
<td></td>
<td>✓</td>
</tr>
</tbody>
</table>

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

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

Ricardo 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 CLIFFSIDE BODY CORPORATION FOR THE PURCHASE AND DELIVERY OF A DUMP BODY WITH SNOW AND TAILGATE SPREADER FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF AUTOMOTIVE MAINTENANCE THROUGH THE EDUCATIONAL SERVICES COMMISSION OF NEW JERSEY (ESCNJ), FORMERLY MIDDLESEX REGIONAL EDUCATIONAL SERVICES COMMISSION (MRESC)

Project Manager

<table>
<thead>
<tr>
<th>Department/Division</th>
<th>DPW</th>
<th>Automotive</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name/Title</td>
<td>Hector Ortiz</td>
<td>Asst. DPW Director</td>
</tr>
<tr>
<td></td>
<td>Martin Valenti</td>
<td>Automotive Director</td>
</tr>
<tr>
<td>Phone/email</td>
<td>201-547-4900</td>
<td><a href="mailto:ortizh@esnj.org">ortizh@esnj.org</a></td>
</tr>
<tr>
<td></td>
<td>201-547-4422</td>
<td><a href="mailto:mvalenti@esnj.org">mvalenti@esnj.org</a></td>
</tr>
</tbody>
</table>

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

Contract Purpose

- To purchase one (1) dump body with snow and tailgate spreader.
- For snow operations.
- Cost is $59,998.90

Cost (Identify all sources and amounts)

(DPW Capital Account)
04-215-55-169-990

Total Contract amount=$59,998.90

Type of award

EDUCATIONAL SERVICES COMMISSION OF NEW JERSEY (ESCNJ)

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
<table>
<thead>
<tr>
<th>MFG.</th>
<th>PART#</th>
<th>DESCRIPTION</th>
<th>LIST PRICE</th>
<th>DISC</th>
<th>NET PRICE</th>
</tr>
</thead>
<tbody>
<tr>
<td>GODWIN</td>
<td>433</td>
<td>Tailgate</td>
<td>$9,780.00</td>
<td>15%</td>
<td>$8,313.00</td>
</tr>
<tr>
<td>GODWIN</td>
<td></td>
<td>Additional light hole in face or side of cabshield (per pair)</td>
<td>$70.00</td>
<td>10%</td>
<td>$63.00</td>
</tr>
<tr>
<td>GODWIN</td>
<td></td>
<td>Additional light hole in face or side of cabshield (per pair)</td>
<td>$70.00</td>
<td>10%</td>
<td>$63.00</td>
</tr>
<tr>
<td>GODWIN</td>
<td></td>
<td>Grip strut wallrail and 2&quot; tarp roll, stainless steel, Per foot ($41/ft @ 10')</td>
<td>$410.00</td>
<td>10%</td>
<td>$369.00</td>
</tr>
<tr>
<td>GODWIN</td>
<td></td>
<td>Extra light cutouts in rear corner post</td>
<td>$70.00</td>
<td>10%</td>
<td>$63.00</td>
</tr>
<tr>
<td>GODWIN</td>
<td></td>
<td>3 1/2&quot; air tailgate kit</td>
<td>$441.00</td>
<td>10%</td>
<td>$396.90</td>
</tr>
<tr>
<td>GODWIN</td>
<td></td>
<td>Inverted angle along top edge of tailgate, Stainless steel</td>
<td>$284.00</td>
<td>10%</td>
<td>$255.60</td>
</tr>
<tr>
<td>GODWIN</td>
<td></td>
<td>Stainless quick release tailgate hardware (100 series)</td>
<td>$50.00</td>
<td>10%</td>
<td>$81.00</td>
</tr>
<tr>
<td>GODWIN</td>
<td></td>
<td>Long chains with 3 sets of banjo eye plates, Stainless bodies</td>
<td>$252.00</td>
<td>10%</td>
<td>$226.80</td>
</tr>
<tr>
<td>GODWIN</td>
<td></td>
<td>Extra light cutouts in rear corner post</td>
<td>$70.00</td>
<td>10%</td>
<td>$63.00</td>
</tr>
<tr>
<td>GODWIN</td>
<td></td>
<td>FMV SS 105 required marker lighting; LED</td>
<td>$280.00</td>
<td>10%</td>
<td>$252.00</td>
</tr>
<tr>
<td>GODWIN</td>
<td></td>
<td>U8500-DA class 50 underbody 6&quot; hoist less hydraulics</td>
<td>$2,583.00</td>
<td>10%</td>
<td>$2,324.70</td>
</tr>
<tr>
<td>GODWIN</td>
<td></td>
<td>8-1/2 Gallon hydraulic oil tank for U550/U850 hoist (A15066)</td>
<td>$335.00</td>
<td>10%</td>
<td>$302.40</td>
</tr>
<tr>
<td>CBC-TARP-04</td>
<td></td>
<td>MESH ELEC SYSTEM W/TARP &amp; IN CAB CONTROL (8'-12' BODIES)</td>
<td>$2,628.00</td>
<td>10%</td>
<td>$2,365.20</td>
</tr>
<tr>
<td>CBC-STEP-03</td>
<td></td>
<td>STAINLESS STEEL SLIDE OUT STEP W/CHROME GRAB HANDLE</td>
<td>$447.00</td>
<td>10%</td>
<td>$402.30</td>
</tr>
<tr>
<td>CBC-HITCH-15</td>
<td></td>
<td>15 TON HITCH ON HD 1/2&quot; HITCH PLATE</td>
<td>$920.00</td>
<td>10%</td>
<td>$837.00</td>
</tr>
<tr>
<td>CBC-DUMP-08</td>
<td></td>
<td>WOOD SIDE BOARDS - PAINTED</td>
<td>$333.00</td>
<td>10%</td>
<td>$299.70</td>
</tr>
<tr>
<td>CBC-TOOLBOX-09</td>
<td></td>
<td>MOUNTED TOOL BOX 36X18X18 DIA PLATE ALUM</td>
<td>$783.00</td>
<td>10%</td>
<td>$704.70</td>
</tr>
<tr>
<td>CBC-LIGHT-01</td>
<td></td>
<td>BACK UP CAMERA WITH 7&quot; COLOR LED MONITOR</td>
<td>$754.00</td>
<td>10%</td>
<td>$678.60</td>
</tr>
</tbody>
</table>
Galion-Godwin Truck Body LLC.

<table>
<thead>
<tr>
<th>Body Model:</th>
<th>Fixed Cab Protector:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Capacity:</td>
<td>WL SB 24&quot; x 96&quot; x 10 Gauge 201-2B Stainless Cab Guard</td>
</tr>
<tr>
<td>Length:</td>
<td>60&quot; High x 96&quot; Wide w.Cross Bracing</td>
</tr>
<tr>
<td>Width:</td>
<td>Stainless 201-2B Tubular Stainless Steel Construction</td>
</tr>
<tr>
<td>Side Height:</td>
<td>Stainless 201-2B Tubular Stainless Steel Construction</td>
</tr>
<tr>
<td>Rear Height:</td>
<td>Stainless 201-2B Tubular Stainless Steel Construction</td>
</tr>
<tr>
<td>Front Height:</td>
<td>Stainless 201-2B Tubular Stainless Steel Construction</td>
</tr>
</tbody>
</table>

**GATE OPTIONS**

Panels: Installed/Loose

Coal Doors: Installed/Loose

Sloped Tailgate: Installed/Loose

Watertight Tailgate: Installed/Loose

Barn Door Tailgate: Installed/Loose

**UNDERSTRUCTURE**

Longsills Type: CAB PROTECTOR EXTENSION PAN

Crossmembers Type: See Above

Splicing: SEE ABOVE

Body Prop: Gauge: SEE ABOVE

Butted Understructure: Gauge: See Above

Air Hardware: Type: See Above

**MISCELLANEOUS**

Shot Blast, Zinc Primer, Elk Powdered Hardware: **Gauge:** See Above

6" Front Corner Post: **Woodfilled:** YES/NO

11" Full Depth Rear Post: WEARPLATE NO

9" Full Depth Rear Bolster: **Gauge:** See Above

Dirt Shedding Box Top Rail: **Installed/Loose**

Horizontal Side Braces: HARDWOOD CUSHION NO

Extra Vertical Brace: Thickness: See Above

**Per Side:** continuous weld YES

Tarp Rod: *Body Shell & Tailgate YES

**PRICE PER UNIT TAX EXCLUDED $4,435.00**

BUILD TIME: 6-8 WEEKS AFTER RECEIPT OF ORDER

PRICE FIRM: 30 DAYS

PREPARED BY: STEVE PANTIS 910-890-1813

Acceptance of any and all orders generated as a direct result of this quote given by Galion-Godwin may be contingent on credit review and/or credit approval by Galion-Godwin Truck Body Co., LLC.
<table>
<thead>
<tr>
<th>Item Description</th>
<th>Price</th>
<th>Discount</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Back Up Alarm</td>
<td>$100.00</td>
<td>10%</td>
<td>$90.00</td>
</tr>
<tr>
<td>4&quot; LED Spot Light at Rear of Body - Wire to Switch in Cab</td>
<td>$291.00</td>
<td>10%</td>
<td>$261.90</td>
</tr>
<tr>
<td>WHELEN SGADOFAR AMBER LED STROBES in Cab Shield Front or Rear Corner Posts (2)</td>
<td>$463.00</td>
<td>10%</td>
<td>$416.70</td>
</tr>
<tr>
<td>WHELEN SGADOFAR AMBER LED STROBES in Cab Shield Front or Rear Corner Posts (2)</td>
<td>$463.00</td>
<td>10%</td>
<td>$416.70</td>
</tr>
<tr>
<td>WHELEN SGADOFAR AMBER LED STROBES in Cab Shield Front or Rear Corner Posts (2)</td>
<td>$463.00</td>
<td>10%</td>
<td>$416.70</td>
</tr>
<tr>
<td>Recesed LED Stop/turn/tail lights</td>
<td>$400.00</td>
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<tr>
<td>7 Pole Trailer Plug - Electric brake control Add Circuit (6500 and up)</td>
<td>$716.00</td>
<td>10%</td>
<td>$644.40</td>
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<td>Stainless Steel Stone Guards</td>
<td>$433.00</td>
<td>10%</td>
<td>$389.70</td>
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<tr>
<td>Basic system for plow/dump/spreader, medium/Heavy Duty, 3 double acting cable</td>
<td>$3,999.00</td>
<td>10%</td>
<td>$3,600.00</td>
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<tr>
<td>sections, 37 Gallon steel hydraulic tank, In tank filter, dual manual spreader</td>
<td>$1,706.00</td>
<td>10%</td>
<td>$1,535.40</td>
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<tr>
<td>control valve, Hot Shift PTO and gear pump</td>
<td>$4,056.00</td>
<td>10%</td>
<td>$3,650.40</td>
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<tr>
<td>CBC-CHYD-01 + Stainless Steel Valve Tank Enclosure</td>
<td>$1,056.00</td>
<td>10%</td>
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<tr>
<td>CBC-HYD-01 + Low hydraulic oil shut down</td>
<td>$1,056.00</td>
<td>10%</td>
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<td>Heavy Duty Straight Blade Plows</td>
<td>$8,220.00</td>
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<td>Snow Deflector, 10', Ext</td>
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<td>8360 96&quot; CD Hydraulic SS</td>
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<td>20%</td>
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<td>FREIGHT</td>
<td>$4,800.00</td>
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<tr>
<td>10' x 26' x 36&quot;, 7 ga 201 SS dump body, AR450 floor, crossmemberless</td>
<td>$500.00</td>
<td>0%</td>
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<tr>
<td>GODWIN TOTAL</td>
<td>$4,800.00</td>
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<tr>
<td>CLIFFSIDE BODY TOTAL</td>
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<td>BOSS TOTAL</td>
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<td>MEYER TOTAL</td>
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<td>UNLISTED OPTIONS</td>
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<td>TOTAL INSTALLED PRICE</td>
<td>$59,998.90</td>
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<td>$59,998.90</td>
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</table>
Approved thank you.

From: Martin Valenti
Sent: Monday, December 24, 2018 12:02:30 PM
To: Allison Solowsky; John Minella, Brian Platt
Cc: Patrick Stamato; Hector Ortiz; Jeffrey Dublin; Silendra Baijnauth
Subject: Ford F-550 Approvals

Here is the quotes and the specifications for two Ford F550 dump trucks with plow and spreaders for your review and approval.

Thank You

Merry Christmas

Martin J. Valenti
Director Of Automotive
Jersey City Department Of Public Works
13-15 Linden Ave East
Jersey City N.J. 07305
O: 201-547-4420
M: 201-240-5292
Resolution of the City of Jersey City, N.J.

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

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

WHEREAS, the City of Jersey City (City) desires to participate in a cooperative pricing system for the purchase of good 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 Middlesex Regional Educational Services Commission is the lead agency under a Cooperative Pricing Agreement approved by the Division of Local Government Services (Division); and

WHEREAS, pursuant to N.J.S.A. 5:34-7.6, the City of Jersey City (City) may apply for membership in an approved Cooperative Purchasing System and Middlesex Regional Educational Services Commission is authorized to apply to the Director of the Division for approval on behalf of a proposed new member; and

WHEREAS, if the Division approves the City's membership application, the City will be able to purchase certain goods and services that Middlesex Regional Educational Services Commission has publicly bid for; and

WHEREAS, the City desires to become a member of the Cooperative Purchasing System for which Middlesex Regional Educational Services Commission is the lead agency.

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

1. The Mayor or Business Administrator is authorized to execute the agreement attached hereto to participate in the Cooperative Pricing System offered by the Middlesex Regional Educational Services Commission.

APPROVED: ________________________  
Business Administrator

APPROVED AS TO LEGAL FORM: ________________________  
Corporation Counsel

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 2.11.14

<table>
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<th>AYE</th>
<th>NAY</th>
<th>N.V.</th>
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<th>N.V.</th>
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<td>RAMCHAL</td>
<td>✓</td>
<td></td>
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<td>Boggiano</td>
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<tr>
<td>YUN</td>
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<td>OSBORNE</td>
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<td>WATTERMAN</td>
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<td></td>
<td></td>
<td>COLEMAN</td>
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<td></td>
<td>✓</td>
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✓ Indicates Vote  
N.V.-Not Voting (Abstain)

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

Robert R. Lavarrro, Jr., President of Council  
Robert Byrne, City Clerk
MEMBERS OF THE NJ STATE APPROVED
MRESC COOPERATIVE PRICING SYSTEM # 65MCESSCCPS

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<tr>
<th>Essex cont'd.</th>
<th>Township of Millburn</th>
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<tr>
<td>Caldwell-West Caldwell BOE</td>
<td>Millville BOE</td>
<td>Roseland BOE</td>
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<tr>
<td>Cedar Grove BOE</td>
<td>Irvington BOE</td>
<td>Seton Hall Prep</td>
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<td>East Orange BOE</td>
<td>Livingston, Township of</td>
<td>People's Preparatory Charter School</td>
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<td>City of East Orange</td>
<td>Montclair BOE</td>
<td>South-Orange Maplewood BOE</td>
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<td>Newark Educators Community Charter</td>
<td>The Township of South Orange Village</td>
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<td>Essex County Vo-Tech School</td>
<td>Newark Legacy Charter</td>
<td>Team Academy Charter</td>
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<td>Borough of Essex Fells</td>
<td>Newark Public Schools</td>
<td>Township of Verona</td>
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<td>Essex Fells School District</td>
<td>North Caldwell BOE</td>
<td>Verona BOE</td>
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<td>North Star Academy</td>
<td>West Essex Regional BOE</td>
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<td>Nutley BOE</td>
<td>Township of West Caldwell</td>
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<td>Palisades Park Township</td>
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<td>Clearview Regional HSD</td>
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<td>Township of Franklin BOE</td>
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<td>Glassboro BOE</td>
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<td>City of Bayonne BOE</td>
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<tr>
<td>Beloved Community Charter</td>
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<tr>
<td>East Newark Public School</td>
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<tr>
<td>Ethical Community Charter School</td>
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<tr>
<td>Elsion Charter School</td>
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<tr>
<td>Golden Door Charter School</td>
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<tr>
<td>Guttenberg BOE</td>
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<td>City of Hoboken</td>
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<td>Alexandria BOE</td>
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<td>Califon BOE</td>
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<td>Clinton Township BOE</td>
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<td>Delaware Valley Regl. HS BOE</td>
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<td>East Amwell BOE</td>
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<tr>
<td>Township of East Amwell</td>
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<tr>
<td>Flemington-Raritan SD</td>
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<tr>
<td>Franklin Township BOE</td>
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As of 6/17/14
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<thead>
<tr>
<th><strong>STATE OF NEW JERSEY</strong></th>
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<tr>
<td><strong>BUSINESS REGISTRATION CERTIFICATE</strong></td>
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<table>
<thead>
<tr>
<th><strong>Taxpayer Name:</strong></th>
<th>CLIFFSIDE BODY CORPORATION</th>
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<tbody>
<tr>
<td><strong>Trade Name:</strong></td>
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<tr>
<td><strong>Address:</strong></td>
<td>130 BROAD AVENUE</td>
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<tr>
<td></td>
<td>FAIRVIEW, NJ 07022-1502</td>
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<tr>
<td><strong>Certificate Number:</strong></td>
<td>0099779</td>
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<tr>
<td><strong>Effective Date:</strong></td>
<td>June 15, 1934</td>
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<tr>
<td><strong>Date of Issuance:</strong></td>
<td>January 10, 2019</td>
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For Office Use Only:
20190110110631949
CERTIFICATE OF EMPLOYEE INFORMATION REPORT

RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq., and the State Treasurer has approved said report. This approval will remain in effect for the period of 15-FEB-2013 to 15-FEB-2020.

CLIFPSIDE BODY CORPORATION
130 BROAD AVE, P.O. BOX 206
FAIRVIEW NJ 07022

Andrew P. Sidamon-Eristoff
State Treasurer
C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

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

This form or its permitted facsimile must be submitted to the local unit
no later than 10 days prior to the award of the contract.

Part I - Vendor Information

Vendor Name: CLIFFSIDE BODY CORP.
Address: 130 BROAD AVE.
City: FAIRVIEW State: NJ Zip: 07022

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents
compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this
form.

Signature
ROBERT GREENWALD VP/SECRETARY
Printed Name Title

Part II - Contribution Disclosure

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

☐ Check here if disclosure is provided in electronic form.

<table>
<thead>
<tr>
<th>Contributor Name</th>
<th>Recipient Name</th>
<th>Date</th>
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<tr>
<td>NONE</td>
<td>NONE</td>
<td>NONE</td>
<td>$ NONE</td>
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</table>

☐ Check here if the information is continued on subsequent page(s)
APPENDIX A
AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability

The contractor and the __________________________ (hereafter “owner”) do hereby agree that the provisions of Title II of the Americans With Disabilities Act of 1990 (the “Act”) (42 U.S.C. §12101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature, arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner’s grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

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

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

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

Representative's Name/Title Printed: ROBERT GREENHALL VP/SECRETARY
Representative's Signature: 
Name of Company: CLIFFSIDE BODY CORP.
Tel No.: 201-945-3870 Date: DECEMBER 31, 2018
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: CLIFFSIDE M BODY CORP

Address: 130 BROAD AVE. FAIRVIEW, NJ 07022

Telephone No.: 201-945-3970

Contact Name: ROBERT GREENWALD VP/SECRETARY

Please check applicable category:

_____ Minority Owned Business (MBE)  _____ Minority & Woman Owned Business (MWBE)

_____ Woman Owned business (WBE)  X Neither

Definitions

Minority Business Enterprise

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

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

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

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

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

Woman Business Enterprise

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

OFFICE OF EQUAL OPPORTUNITY COPY
Resolution of the City of Jersey City, N.J.

RESOLUTION AUTHORIZING AN AWARD OF A CONTRACT TO CLIFFSIDE BODY CORPORATION FOR THE PURCHASE AND DELIVERY OF TWO DUMP BODIES WITH SNOW PLOW AND SPREADERS FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF AUTOMOTIVE MAINTENANCE THROUGH THE EDUCATIONAL SERVICES COMMISSION OF NEW JERSEY (ESCNJ), FORMERLY MIDDLESEX REGIONAL EDUCATIONAL SERVICES COMMISSION (MREC)

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

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

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

WHEREAS, the Educational Services Commission of New Jersey is a lead agency under a Cooperative Pricing Agreement approved by the Division of Local Government Services; and

WHEREAS, Resolution 14-097 approved on February 11, 2014 authorized the City of Jersey City (City) to enter into a Cooperative Agreement with the Educational Services Commission of New Jersey (formerly the Middlesex Regional Educational Services Commission); and

WHEREAS, the Department of Public Works, Division of Automotive Maintenance wishes to purchase two dump bodies with snow plows and spreaders from Cliffside Body Corp., 130 Broad Avenue, P.O. Box 206, Fairview, New Jersey 07022 who is possession of contract #65MCESCCPS, Bid ESCNJ 17/18-30; and

WHEREAS, funds are available for this contract in the Capital Account:

<table>
<thead>
<tr>
<th>Account</th>
<th>PO #</th>
<th>Total Contract</th>
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</thead>
<tbody>
<tr>
<td>04-215-55-166-990</td>
<td>132101</td>
<td>$87,769.84</td>
</tr>
</tbody>
</table>

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 award to Cliffside Body Corp. in the amount of $87,769.84 for the purchase and delivery of two dump bodies with snow plow and spreaders is authorized.

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

3. The term of the contract shall be completed upon the delivery of the goods or services.

4. 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)
RESOLUTION AUTHORIZING AN AWARD OF A CONTRACT TO CLIFFSIDE BODY CORPORATION FOR THE PURCHASE AND DELIVERY OF TWO DUMP BODIES WITH SNOW PLOW AND SPREADERS FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF AUTOMOTIVE MAINTENANCE THROUGH THE EDUCATIONAL SERVICES COMMISSION OF NEW JERSEY (ESCNJ), FORMERLY MIDDLESEX REGIONAL EDUCATIONAL SERVICES COMMISSION (MRESC)

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

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<tr>
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Approved by: Peter Folgado, Director of Purchasing, QPA, RPPO

January 10, 2019

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 1.24.19

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<td>PRINZ-AREY</td>
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<td>SOGGIANI</td>
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</tbody>
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✓ Indicates Vote
N.V.-Not Voting (Abstain)

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

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 CLIFFSIDE BODY CORPORATION FOR THE PURCHASE AND DELIVERY OF TWO DUMP BODIES WITH SNOW AND SPREADERS FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF AUTOMOTIVE MAINTENANCE THROUGH THE EDUCATIONAL SERVICES COMMISSION OF NEW JERSEY (ESCNJ), FORMERLY MIDDLESEX REGIONAL EDUCATIONAL SERVICES COMMISSION (MRESC)

Project Manager

<table>
<thead>
<tr>
<th>Department/Division</th>
<th>DPW</th>
<th>Automotive</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name/Title</td>
<td>Hector Ortiz</td>
<td>Asst. DPW Director</td>
</tr>
<tr>
<td></td>
<td>Martin Valenti</td>
<td>Automotive Director</td>
</tr>
<tr>
<td>Phone/email</td>
<td>201-547-4400</td>
<td><a href="mailto:ortizh@escnj.org">ortizh@escnj.org</a></td>
</tr>
<tr>
<td></td>
<td>201-547-4422</td>
<td><a href="mailto:nyvalenti@escnj.org">nyvalenti@escnj.org</a></td>
</tr>
</tbody>
</table>

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

Contract Purpose

- To purchase two (2) dump bodies with plow and spreaders for the F 550.
- For snow operations.
- Each costs $43,884.82

Cost (Identify all sources and amounts)             Contract term (include all proposed renewals)

<table>
<thead>
<tr>
<th>DPW Capital Account</th>
<th>04-215-55-166-990</th>
<th>One time purchase.</th>
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</table>
Total Contract amount = $87,769.64

Type of award | EDUCATIONAL SERVICES COMMISSION OF NEW JERSEY (ESCNJ)

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

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

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

WHEREAS, the City of Jersey City (City) desires to participate in a cooperative pricing system 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 Middlesex Regional Educational Services Commission is the lead agency under a Cooperative Pricing Agreement approved by the Division of Local Government Services (Division); and

WHEREAS, pursuant to N.J.A.C. 5:34-7.6, the City of Jersey City (City) may apply for membership in an approved Cooperative Purchasing System and Middlesex Regional Educational Services Commission is authorized to apply to the Director of the Division for approval on behalf of a proposed new member; and

WHEREAS, if the Division approves the City's membership application, the City will be able to purchase certain goods and services that Middlesex Regional Educational Services Commission has publicly bid for; and

WHEREAS, the City desires to become a member of the Cooperative Purchasing System for which Middlesex Regional Educational Services Commission is the lead agency.

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

1. The Mayor or Business Administrator is authorized to execute the agreement attached hereto to participate in the Cooperative Pricing System offered by the Middlesex Regional Educational Services Commission.

APPROVED: [Signature]
Business Administrator

APPROVED: [Signature]
Clerk

Certification Required: [ ]
Not Required: [ ]

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 2-11-14

<table>
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<tr>
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<th>AYE</th>
<th>NAY</th>
<th>N.V.</th>
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<th>N.V.</th>
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<td>BOGGIANO</td>
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<td></td>
<td>LAVARNO, PRES</td>
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N.V. Not Voting (Abstain)

[Signatures]
Rolando R. Lavano, Jr., President of Council
Robert Byrne, City Clerk

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

<table>
<thead>
<tr>
<th>Township</th>
<th>School District</th>
<th>Notes</th>
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<tbody>
<tr>
<td>Bloomfield Township of</td>
<td>Township of Millburn</td>
<td>Philip's Academy Charter</td>
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<tr>
<td>Caldwell-West Caldwell BOE</td>
<td>Millville BOE</td>
<td>Roseland BOE</td>
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<tr>
<td>Cedar Grove BOE</td>
<td>Irvington BOE</td>
<td>Seton Hall Prep</td>
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<tr>
<td>East Orange BOE</td>
<td>Livingston, Township of</td>
<td>People's Preparatory Charter School</td>
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<td>City of East Orange</td>
<td>Montclair BOE</td>
<td>South-Orange Maplewood BOE</td>
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<td>Newark Education's Community Charter</td>
<td>The Township of South Orange Village</td>
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<td>Newark Legacy Charter</td>
<td>Team Academy Charter</td>
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<td>Newark Public Schools</td>
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<td>Nutley BOE</td>
<td>Township of West Caldwell</td>
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<td>Nutley Township</td>
<td>West Orange Township</td>
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<td>Roseville Community Charter</td>
<td>West Orange BOE</td>
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<tr>
<td>Clearview Regional HSD</td>
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<td>Delsea Reg. H S District</td>
<td>Gloucester County Special Services/Vocational-Technical Schools</td>
<td>Pitman BOE</td>
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<td>Township of Gloucester</td>
<td>South Harrison Twp School District</td>
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<td>Township of Franklin BOE</td>
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<td>Kingsway Regional School District</td>
<td>Woodbury City Public School District</td>
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<td>Town of West New York</td>
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<td>Guttenberg BOE</td>
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### Hunterdon

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<tr>
<th>Township</th>
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<tbody>
<tr>
<td>Alexandria BOE</td>
<td>French Town BOE</td>
<td>Lebanon Township BOE</td>
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<td>Township of Bedminster</td>
<td>Hampton Borough BOE</td>
<td>Milford BOE</td>
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<td>Bloomsbury BOE</td>
<td>High Bridge BOE</td>
<td>Milford Borough of</td>
</tr>
<tr>
<td>Califon BOE</td>
<td>Borough of High Bridge</td>
<td>No. Hunterdon-Voorhees Reg. HS Dist</td>
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<tr>
<td>Clinton Township BOE</td>
<td>Township of Holland</td>
<td>Township of Rutland</td>
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<tr>
<td>Town of Clinton BOE</td>
<td>Holland Township BOE</td>
<td>Township of Readington</td>
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<tr>
<td>Delaware Valley Reg'l. HS BOE</td>
<td>Hunterdon Central Regional HS</td>
<td>Readington Township BOE</td>
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<tr>
<td>East Amwell BOE</td>
<td>Hunterdon County ESC</td>
<td>South Hunterdon Reg'l HS BOE</td>
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<td>Kingwood Township BOE</td>
<td>Tewksbury BOE</td>
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<tr>
<td>Remington-Raritan SD</td>
<td>Borough of Lebanon BOE</td>
<td>Union Twp BOE</td>
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<tr>
<td>Franklin Township BOE</td>
<td>Township of Lebanon</td>
<td>West Amwell Township SD</td>
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As of 6/17/14
**CLIFFSIDE BODY CORPORATION**

130 BROAD AVENUE, FAIRVIEW NJ 07022  
PH: 201-945-3970  FAX: 201-945-7534  
QUOTE #: EG121418C  
DATE: 12/14/2018  
PREPARED BY: ERIC GREENWALD

CUSTOMER: JERSEY CITY  
ATTN: MARTIN VALENTE  
PHONE:  
EMAIL:  

---

**ESCNJ QUOTE APPROVAL CONFIRMATION # BD-157**

**DATE: 12/14/2018**  
**PREPARED BY: ERIC GREENWALD**  
**CUSTOMER: JERSEY CITY**  
**ATTN: MARTIN VALENTE**  
**PHONE:**  
**EMAIL:**  

---

**ESCNJ CONFIRMATION # BD-197**

---

<table>
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<tr>
<th>MFG.</th>
<th>PART#</th>
<th>DESCRIPTION</th>
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<tbody>
<tr>
<td>BRANDON</td>
<td>SSMDC-10-18-24</td>
<td>SSMDC SERIES DUMP BODY - 10' LONG x 18&quot; SIDES x 24&quot; GATE</td>
<td>$5,573.00</td>
<td>55%</td>
<td>$3,622.45</td>
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<td>BRANDON</td>
<td>SIDE-AS05-4-5S</td>
<td>4 vertical brace stainless steel</td>
<td>$632.00</td>
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<td>BRANDON</td>
<td>BPRO-A502</td>
<td>Body prop (1x) shipped loose - Passenger side</td>
<td>$98.00</td>
<td>10%</td>
<td>$88.20</td>
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<td>CLIFFSIDE BODY</td>
<td>CBC-TARP-01</td>
<td>MESH MANUAL TARP &amp; ROLLER</td>
<td>$556.00</td>
<td>10%</td>
<td>$500.40</td>
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<td>CLIFFSIDE BODY</td>
<td>CBC-HUST-03</td>
<td>DOUBLE ACTING SCISSOR - ELECTRIC/HYDRAULIC WITH PUSH BUTTON CONTROL IN CAB - NTEA CLASS D/40</td>
<td>$1,171.00</td>
<td>10%</td>
<td>$1,053.90</td>
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<td>CLIFFSIDE BODY</td>
<td>CBC-STEP-03</td>
<td>STAINLESS STEEL SLIDE OUT STEP W/ CHROME GRAB HANDLE</td>
<td>$447.00</td>
<td>10%</td>
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<td>CBC-HITCH-04</td>
<td>1/2&quot; HITCH PLATE W/ 8 TON COMBO HITCH &amp; BALL</td>
<td>$897.00</td>
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<td>CBC-TRACTOR-01</td>
<td>7 POLE TRAILER PLUG WITH EXISTING WIRE</td>
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<td>WOOD SIDE BOARDS - PAINTED</td>
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<td>CBC-LIGHT-03</td>
<td>BACK UP ALARM</td>
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<td>CBC-LIGHT-12</td>
<td>WHELEN SGAOP-AR AMBER LED STROBES IN CAB SHIELD FRONT OR REAR CORNER POSTS (2)</td>
<td>$463.00</td>
<td>10%</td>
<td>$416.70</td>
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<td>CLIFFSIDE BODY</td>
<td>CBC-LIGHT-12</td>
<td>WHELEN SGAOP-AR AMBER LED STROBES IN CAB SHIELD FRONT OR REAR CORNER POSTS (2)</td>
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<td>WHELEN SGAOP-AR AMBER LED STROBES IN CAB SHIELD FRONT OR REAR CORNER POSTS (2)</td>
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<td>$416.70</td>
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<td>CBC-DUMP-01</td>
<td>STAINLESS STEEL STONE GUARDS</td>
<td>$433.00</td>
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<td>$389.70</td>
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<td>CLIFFSIDE BODY</td>
<td>CBC-CHYD-01</td>
<td>BASIC SYSTEM FOR PLOW/DUMP/SPREADER, MEDIUM/HEAVY DUTY, 3 DOUBLE ACTING CABLE SECTIONS, 37 GALLON STEEL HYDRAULIC TANK, IN TANK FILTER, DUAL MANUAL SPREADER CONTROL VALVE, NOT SHIFT PTO AND GEAR PUMP</td>
<td>$5,447.00</td>
<td>10%</td>
<td>$4,902.30</td>
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<tr>
<td>WALTCO</td>
<td>DT-16</td>
<td>1,600 lbs. (LIFTING CAPACITY) - 36&quot; x 89&quot; (PLATFORM LOAD AREA) - 6&quot; (RAMP) - 310 lbs. (APPROX. WEIGHT)</td>
<td>$6,323.00</td>
<td>10%</td>
<td>$5,690.70</td>
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<tr>
<td>FISHER</td>
<td>COMPLETE PACKAGE PRICING</td>
<td>8' (SIZE) - HD2 (MODEL) - POWDER COATED (MOLD BOARD)</td>
<td>$6,898.00</td>
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<td>$6,209.20</td>
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<td>SMITH</td>
<td>SSMDO-9</td>
<td>Dual Electric/Dual Hydraulic - 4' (CAPACITY)</td>
<td>$10,544.63</td>
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<tr>
<td>----------------</td>
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<tr>
<td><strong>BRANDON</strong></td>
<td>SSMDC-10-18-24</td>
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<tr>
<td><strong>GATE</strong></td>
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<td><strong>LABOR</strong></td>
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<tr>
<td><strong>BRANDON</strong></td>
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<td>$800.00 0% $800.00</td>
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<tr>
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**TOTAL UNLISTED OPTIONS**

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<td><strong>TOTAL FREIGHT</strong></td>
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<td><strong>TOTAL LABOR</strong></td>
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<td><strong>TOTAL DISCOUNTS</strong></td>
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<td><strong>TOTAL INSTALLED PRICE</strong></td>
<td>$43,884.82</td>
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ESCNJ Confirmation# BD-197

RECEIVED

JAN - 7 2019

By: JC PURCHASING
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<td><strong>BUSINESS REGISTRATION CERTIFICATE</strong></td>
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<th>CLIFFSIDE BODY CORPORATION</th>
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<tr>
<td><strong>Trade Name:</strong></td>
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</tr>
<tr>
<td><strong>Address:</strong></td>
<td>130 BROAD AVENUE</td>
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<td></td>
<td>FAIRVIEW, NJ 07022-1502</td>
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<tr>
<td><strong>Certificate Number:</strong></td>
<td>0099779</td>
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<tr>
<td><strong>Effective Date:</strong></td>
<td>June 15, 1934</td>
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<tr>
<td><strong>Date of Issuance:</strong></td>
<td>January 10, 2019</td>
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For Office Use Only:
20190110110631949
This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of 15-FEB-2013 to 15-FEB-2020.

CLIFFSIDE BODY CORPORATION
130 BROAD AVE, P.O. BOX 206
FAIRVIEW NJ 07022

Andrew P. Sidamon-Eristoff
State Treasurer
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 (electroically 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. 10A:31-5 and N.J.A.C. 17:27
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
Goal: Professional Services and General Service Contracts
(Mandatory Affirmative Action Language)

The undersigned vendor further agrees to furnish the required series 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


Representative's Name/Title (Print): ROBERT GREENWALD VP/SECRETARY

Representative's Signature: [Signature]

Name of Company: CLIFFSIDE BODY CORP.

Tel. No. 201-945-3970 Dated DEC. 31, 2008

RECEIVED
JAN - 7 2019
By: JC PURCHASING
APPENDIX A
AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability

The contractor and the ________________________, (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. §12101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant 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.

The contractor and the ________________________, (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. §12101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant 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.

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Representative's Name/Title/Print: ROBERT GREENWALD VP/SECRETARY
Representative's Signature: __________________________
Name of Company: CLIFFSIDE BODY CORP.
Tel No.: 201-945-3970 Date: DECEMBER 31, 2016

RECEIVED
BY: JC PURCHASING

JAN - 7 2019
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: CITYSIDE N. BODY CORP.
Address: 130 BROAD AVE, FAIRVIEW, NJ 07022
Telephone No.: 201-945-3970
Contact Name: ROBERT GREENWALD VP/SECRETARY

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.
C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

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

This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.

Part I - Vendor Information

<table>
<thead>
<tr>
<th>Vendor Name:</th>
<th>CLIFFSIDE BODY CORP.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address:</td>
<td>130 BROAD AVE.</td>
</tr>
<tr>
<td>City:</td>
<td>FAIRVIEW</td>
</tr>
<tr>
<td>State:</td>
<td>NJ</td>
</tr>
<tr>
<td>Zip:</td>
<td>07022</td>
</tr>
</tbody>
</table>

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the instructions accompanying this form.

Signature  
ROBERT GREENWALD  
Printed Name  
VP/SECRETARY  
Title

Part II - Contribution Disclosure

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

- Check here if disclosure is provided in electronic form.

<table>
<thead>
<tr>
<th>Contributor Name</th>
<th>Recipient Name</th>
<th>Date</th>
<th>Dollar Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>NONE</td>
<td>NONE</td>
<td>NONE</td>
<td>$ NONE</td>
</tr>
</tbody>
</table>

- Check here if the information is continued on subsequent page(s)
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 CLIFFSIDE BODY CORP. (name of business entity) has not made any reportable contributions in the **one-year period preceding DECEMBER 31, 2018 (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 CLIFFSIDE BODY CORP. (name of business entity) will not make any reportable contributions in violation of Ordinance 08-128.

PART II - Signature and Attestation:

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

Name of Business Entity: CLIFFSIDE BODY CORP.

Signed ________ Title: VP/SECRETARY

Print Name: ROBERT GREENWALD Date: DECEMBER 31, 2018

Subscribed and sworn before me this 3/day of JANUARY, 2019.

My Commission expires:

Theresa Simone Greenwald
Notary Public, New Jersey
My Commission Expires
August 17, 2020

Pursuant to Section 2 of Ordinance 08-128, no contributions or solicitation of contributions made prior to the effective date Ordinance 08-128 (September 23, 2008) shall be deemed to be a violation of the Ordinance.
BUSINESS ENTITY DISCLOSURE CERTIFICATION
FOR NON-FAIR AND OPEN CONTRACTS
Required Pursuant To N.J.S.A. 19:44A-20.8
CITY OF JERSEY CITY

Part I - Vendor Affirmation
The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that the <name of business entity> has not made and will not make any reportable contributions pursuant to N.J.S.A. 19:44A-1 et seq. that, pursuant to P.L. 2004, c. 19 would bar the award of this contract in the one year period preceding (date of award scheduled for approval of the contract by the governing body) to any of the following named candidate committees, 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), (c) and (d).

<table>
<thead>
<tr>
<th>Steven Fulop for Mayor 2017</th>
<th>Mira Prinz-Arcy for Council</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lavazro for Councilman</td>
<td>Friends of Richard Boggiano</td>
</tr>
<tr>
<td>Friends of Joyce Waterman</td>
<td>Michael Yun for Council</td>
</tr>
<tr>
<td>Friends of Daniel Rivera</td>
<td>Solomon for Council</td>
</tr>
<tr>
<td>Ridley for Council</td>
<td>Friends of Jermaine Robinson</td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>Name of Stock or Shareholder</th>
<th>Home Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>ROBERT GREENWALD</td>
<td>10 VINE ST. WALDWICK, NJ 07463</td>
</tr>
<tr>
<td>WARREN GREENWALD</td>
<td>56 KNOLLWOOD RD UPPER SADDLE RIVER, NJ 07458</td>
</tr>
</tbody>
</table>

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: CLIPPING BODY CORP
Signature of Affiant: [Signature] Title: VP/SECRETARY
Printed Name of Affiant: ROBERT GREENWALD Date: DECEMBER 31, 2018

Subscribed and sworn before me this 3 day of JANUARY 2019
(Witnessed or attested by)
Theresa Simone Gravdal
Notary Public New Jersey
My Commission Expires August 17, 2020
Resolution of the City of Jersey City, N.J.

RESOLUTION AUTHORIZING AN AWARD OF A CONTRACT TO CLIFFSIDE BODY CORPORATION FOR THE PURCHASE AND DELIVERY OF THREE BOX SPREADERS FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF AUTOMOTIVE MAINTENANCE THROUGH THE EDUCATIONAL SERVICES COMMISSION OF NEW JERSEY (ESCNJ), FORMERLY MIDDLESEX REGIONAL EDUCATIONAL SERVICES COMMISSION (MRESC)

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

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

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

WHEREAS, the Educational Services Commission of New Jersey is a lead agency under a Cooperative Pricing Agreement approved by the Division of Local Government Services; and

WHEREAS, Resolution 14-097 approved on February 11, 2014 authorized the City of Jersey City (City) to enter into a Cooperative Agreement with the Educational Services Commission of New Jersey (formerly the Middlesex Regional Educational Services Commission); and

WHEREAS, the Department of Public Works, Division of Automotive Maintenance wishes to purchase of three V box spreaders from Cliffside Body Corp., 130 Broad Avenue, P.O. Box 206, Fairview, New Jersey 07022 who is possession of contract #65MCESCCPS, Bid ESCNJ 17/18-30; and

WHEREAS, funds are available for this contract in the Capital Account:

<table>
<thead>
<tr>
<th>Account</th>
<th>PO #</th>
<th>Total Contract</th>
</tr>
</thead>
<tbody>
<tr>
<td>04-215-65-169-990</td>
<td>132100</td>
<td>$197,995.71</td>
</tr>
</tbody>
</table>

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 award to Cliffside Body Corp. in the amount of $197,995.71 for the purchase and delivery of three V box spreaders is authorized.

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

3. The term of the contract shall be completed upon the delivery of the goods or services.

4. 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)
RESOLUTION AUTHORIZING AN AWARD OF A CONTRACT TO CLIFFSIDE BODY CORPORATION FOR THE PURCHASE AND DELIVERY OF THREE BOX SPREADERS FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF AUTOMOTIVE MAINTENANCE THROUGH THE EDUCATIONAL SERVICES COMMISSION OF NEW JERSEY (ESCNJ), FORMERLY MIDDLESEX REGIONAL EDUCATIONAL SERVICES COMMISSION (MRESC)

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

<table>
<thead>
<tr>
<th>Acct #</th>
<th>P.O. #</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>04-215-55-169-990</td>
<td>132100</td>
<td>$197,995.71</td>
</tr>
</tbody>
</table>

Approved by: Peter Kolgado, Director of Purchasing, QPA, BPPO

January 10, 2019

APPROVED

APPROVED AS TO LEGAL FORM

APPROVED

Business Administrator

Corporation Counsel

Certification Required

Not Required

APPROVED

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 1.24.19

<table>
<thead>
<tr>
<th>COUNCILPERSON</th>
<th>AYE</th>
<th>NAY</th>
<th>N.V.</th>
<th>COUNCILPERSON</th>
<th>AYE</th>
<th>NAY</th>
<th>N.V.</th>
<th>COUNCILPERSON</th>
<th>AYE</th>
<th>NAY</th>
<th>N.V.</th>
</tr>
</thead>
<tbody>
<tr>
<td>RIDLEY</td>
<td>✓</td>
<td></td>
<td></td>
<td>PRINZ-AREY</td>
<td>✓</td>
<td></td>
<td></td>
<td>BOGGIANO</td>
<td>✓</td>
<td></td>
<td></td>
</tr>
<tr>
<td>PRINZ-AREY</td>
<td>✓</td>
<td></td>
<td></td>
<td>SOLOMON</td>
<td>✓</td>
<td></td>
<td></td>
<td>ROBINSON</td>
<td>✓</td>
<td></td>
<td></td>
</tr>
<tr>
<td>BOGGIANO</td>
<td>✓</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

✓ Indicates Vote

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 AN AWARD OF A CONTRACT TO CLIFFSIDE BODY CORPORATION FOR THE PURCHASE AND DELIVERY OF THREE BOX SPREADERS FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF AUTOMOTIVE MAINTENANCE THROUGH THE EDUCATIONAL SERVICES COMMISSION OF NEW JERSEY (ESCNJ), FORMERLY MIDDLESEX REGIONAL EDUCATIONAL SERVICES COMMISSION (MRESC)

Project Manager

<table>
<thead>
<tr>
<th>Department/Division</th>
<th>DPW</th>
<th>Automotive</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name/Title</td>
<td>Hector Ortiz</td>
<td>Asst. DPW Director</td>
</tr>
<tr>
<td></td>
<td>Martin Valenti</td>
<td>Automotive Director</td>
</tr>
<tr>
<td>Phone/email</td>
<td>201-547-4400</td>
<td><a href="mailto:ortizl@ecnj.org">ortizl@ecnj.org</a></td>
</tr>
<tr>
<td></td>
<td>201-547-4422</td>
<td><a href="mailto:nvalenti@ecnj.org">nvalenti@ecnj.org</a></td>
</tr>
</tbody>
</table>

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

Contract Purpose

- To purchase three (3) V Box Spreaders.
- For snow operations.
- Each Cost is $65,998.57

Cost (Identify all sources and amounts)  Contract term (include all proposed renewals)

<table>
<thead>
<tr>
<th>(DPW Capital Account)</th>
<th>One time purchase.</th>
</tr>
</thead>
<tbody>
<tr>
<td>04-215-55-169-990</td>
<td></td>
</tr>
<tr>
<td>Total Contract amount= $197,995.71</td>
<td></td>
</tr>
</tbody>
</table>

Type of award  EDUCATIONAL SERVICES COMMISSION OF NEW JERSEY (ESCNJ)

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
<table>
<thead>
<tr>
<th>MFG</th>
<th>PART#</th>
<th>DESCRIPTION</th>
<th>LIST PRICE</th>
<th>DISC</th>
<th>NET PRICE</th>
</tr>
</thead>
<tbody>
<tr>
<td>GODWIN</td>
<td>433</td>
<td>4329U-18' x 26' x 36' S.7/7.7 Cu, Yds. Cross-member-less, 7 Ga. 201 Stainless Sides, Front &amp; Tailgate, 3/16&quot; AR450 Floor, Formed Outward &quot;V&quot; Side Brace, Dirt Shredding Box Top Rail, Full Depth Rear Corner Post, 6-Panel D/A Tailgate</td>
<td>$ 9,780.00</td>
<td>15%</td>
<td>$ 8,333.00</td>
</tr>
<tr>
<td>GODWIN</td>
<td>433</td>
<td>STAINLESS CABSHIELDS 1/2 x 84 x 10 gauge</td>
<td>$ 945.00</td>
<td>10%</td>
<td>$ 850.50</td>
</tr>
<tr>
<td>GODWIN</td>
<td>433</td>
<td>STAINLESS CABSHIELDS &quot;L&quot; style cashshield with long backdrop</td>
<td>$ 280.00</td>
<td>10%</td>
<td>$ 252.00</td>
</tr>
<tr>
<td>GODWIN</td>
<td>433</td>
<td>STAINLESS CABSHIELDS 90&quot; wide cashshield in lieu of 84&quot; wide</td>
<td>$ 210.00</td>
<td>10%</td>
<td>$ 189.00</td>
</tr>
<tr>
<td>GODWIN</td>
<td>433</td>
<td>STAINLESS CABSHIELDS 7 gauge stainless in lieu of 10 gauge</td>
<td>$ 280.00</td>
<td>10%</td>
<td>$ 252.00</td>
</tr>
<tr>
<td>GODWIN</td>
<td>433</td>
<td>STAINLESS CABSHIELDS Additional light hole in face or side of cashshield</td>
<td>$ 70.00</td>
<td>10%</td>
<td>$ 63.00</td>
</tr>
<tr>
<td>GODWIN</td>
<td>433</td>
<td>STAINLESS CABSHIELDS Additional light hole in face or side of cashshield</td>
<td>$ 70.00</td>
<td>10%</td>
<td>$ 63.00</td>
</tr>
<tr>
<td>GODWIN</td>
<td>433</td>
<td>BODY SHELL OPTIONS Grip strut wallrail and 2&quot; tarp rail, stainless steel. Per</td>
<td>$ 410.00</td>
<td>10%</td>
<td>$ 369.00</td>
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<tr>
<td>GODWIN</td>
<td>433</td>
<td>BODY SHELL OPTIONS Extra light curvets in rear cornerpost</td>
<td>$ 70.00</td>
<td>10%</td>
<td>$ 63.00</td>
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<tr>
<td>GODWIN</td>
<td>433</td>
<td>TAILGATE OPTIONS 3 1/2&quot; air tailgate kit</td>
<td>$ 441.00</td>
<td>10%</td>
<td>$ 396.30</td>
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<tr>
<td>GODWIN</td>
<td>433</td>
<td>TAILGATE OPTIONS Inverted angle along top edge of tailgate. Stainless Steel</td>
<td>$ 284.00</td>
<td>10%</td>
<td>$ 255.80</td>
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<tr>
<td>GODWIN</td>
<td>433</td>
<td>TAILGATE OPTIONS Stainless quick release tailgate hardware (400 series)</td>
<td>$ 90.00</td>
<td>10%</td>
<td>$ 81.00</td>
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<tr>
<td>GODWIN</td>
<td>433</td>
<td>TAILGATE OPTIONS Long chains with 2 sets of banana eye plates. Stainless</td>
<td>$ 252.00</td>
<td>10%</td>
<td>$ 226.80</td>
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<td>GODWIN</td>
<td>433</td>
<td>LIGHTING FMS SS 108 required marker lighting; LED</td>
<td>$ 280.00</td>
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<td>GODWIN</td>
<td>433</td>
<td>HOISTS USB50-DA class 50 underbody 8&quot; hoist, less hydraulics</td>
<td>$ 2,583.00</td>
<td>10%</td>
<td>$ 2,324.70</td>
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<td>GODWIN</td>
<td>433</td>
<td>HOISTS 8-1/2 Gallon hydraulic oil tank for US50/USB60 hoist (A15066)</td>
<td>$ 336.00</td>
<td>10%</td>
<td>$ 302.40</td>
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<tr>
<td>CLIFFSIDE BODY</td>
<td>CBC-TARP-04</td>
<td>MESH ELEC SYSTEM W/TARP &amp; IN CAB CONTROL (18'-12' BO+DES)</td>
<td>$ 2,628.00</td>
<td>10%</td>
<td>$ 2,365.20</td>
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<tr>
<td>CLIFFSIDE BODY</td>
<td>CBC-STEP-03</td>
<td>STAINLESS STEEL SLIDE OUT STEP W/CHROME GRAB HANDLE</td>
<td>$ 447.00</td>
<td>10%</td>
<td>$ 402.30</td>
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<td>CLIFFSIDE BODY</td>
<td>CBC-HITCH-15</td>
<td>15 TON HITCH ON ND 1/2&quot; HITCH PLATE</td>
<td>$ 930.00</td>
<td>10%</td>
<td>$ 837.00</td>
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<td>CLIFFSIDE BODY</td>
<td>CBC-DUMP-03</td>
<td>WOOD SIDE BOARDS - PAINTED</td>
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<td>Total</td>
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<td>MOUNTED TOOL BOX 35X18X18 ALUM  PLATE</td>
<td>$783.00</td>
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<td>BACK UP CAMERA WITH 10'' COLOR LED MONITOR</td>
<td>$754.00</td>
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<td>$100.00</td>
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<tr>
<td>4'' LED SPOT LIGHT AT REAR OF BODY - WIRE TO SWITCH IN CAB</td>
<td>$291.00</td>
<td>10%</td>
<td>$261.90</td>
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<tr>
<td>WHELEN SGADFAR AMBER LED STROBES IN CAB SHIELD FRONT OR REAR CORNER POSTS (2)</td>
<td>$463.00</td>
<td>10%</td>
<td>$416.70</td>
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<tr>
<td>WHELEN SGADFAR AMBER LED STROBES IN CAB SHIELD FRONT OR REAR CORNER POSTS (2)</td>
<td>$463.00</td>
<td>10%</td>
<td>$416.70</td>
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<tr>
<td>7'' LED STOP/TURN/TAIL LIGHTS</td>
<td>$400.00</td>
<td>10%</td>
<td>$360.00</td>
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<tr>
<td>BACK UP ALARM</td>
<td>$90.00</td>
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<tr>
<td>7 POLE TRAILER PLUG - ELECTRIC BRAKE CONTROL ADD CIRCUIT (6500 AND UP)</td>
<td>$716.00</td>
<td>10%</td>
<td>$644.40</td>
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<td>STAINLESS STEEL STEERING GUARDS</td>
<td>$433.00</td>
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<td>BASIC SYSTEM FOR PLOW/DUMP/SPREADER, MEDIUM/HEAVY DUTY, 3 DOUBLE ACTING CABLE</td>
<td>$5,447.00</td>
<td>10%</td>
<td>$4,802.30</td>
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<td>SECTIONS, 37 GALLON STEEL HYDRAULIC TANK, IN TANK FILTER, DUAL MANUAL SPREADER</td>
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<tr>
<td>CONTROL VALVE, HOT SHIFT PTO AND GEAR PUMP</td>
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<tr>
<td>Heavy Duty Straight Blade Plows</td>
<td>$8,220.00</td>
<td>10%</td>
<td>$7,398.00</td>
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<tr>
<td>SNOW DEFLECTOR, 10', EXT</td>
<td>$256.00</td>
<td>10%</td>
<td>$239.40</td>
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<tr>
<td>CUTTING EDGE, 10' LG 1/2TK 6WIDE</td>
<td>$207.00</td>
<td>10%</td>
<td>$186.30</td>
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<tr>
<td>2000# (Weight) - 6.4 (Yard Capacity)</td>
<td>$13,543.63</td>
<td>10%</td>
<td>$12,549.27</td>
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<tr>
<td>Stainless Steel Valve Tank enclosure</td>
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<tr>
<td>CBC-CHYD-01 + STAINLESS STEEL VALVE TANK ENCLOSURE</td>
<td>$1,706.00</td>
<td>10%</td>
<td>$1,535.40</td>
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<td>CBC-CHYD-01 + LOW HYDRAULIC OIL SHUT DOWN</td>
<td>$1,056.00</td>
<td>10%</td>
<td>$950.40</td>
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<tr>
<td>Heavy Duty Straight Blade Plows</td>
<td>$8,220.00</td>
<td>10%</td>
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<tr>
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<td>10%</td>
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<td></td>
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<tr>
<td>Stainless Steel Valve Tank enclosure</td>
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<tr>
<td>FREIGHT</td>
<td>$500.00</td>
<td>0%</td>
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<td>GODWIN TOTAL</td>
<td>$4,800.00</td>
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<td>BOSS TOTAL</td>
<td>$3,900.00</td>
<td>0%</td>
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<td>SMITH TOTAL</td>
<td>$900.00</td>
<td>0%</td>
<td>$900.00</td>
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<td>$ -</td>
<td>$2,000.00</td>
<td>0%</td>
<td>$2,000.00</td>
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<tr>
<td>TOTAL INSTALLED PRICE</td>
<td>$65,998.57</td>
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**Options:**

- **Total Price (List):** $60,430.63
- **Total Freight:** $500.00
- **Total Labor:** $11,600.00
- **Total Unlisted Options:** $0.00
- **Total Discounts:** $5,532.06
- **Total Installed Price:** $65,998.57

**Received:**

**Date:** Jan - 7 2019

**By:** JC Purchasing
Approved thank you.

From: Martin Valenti
Sent: Monday, December 24, 2018 12:02:30 PM
To: Allison Solowsky; John Minella; Brian Platt
Cc: Patrick Stamato; Hector Ortiz; Jeffrey Dublin; Silendra Baijnauth
Subject: Ford F-550 Approvals

Here is the quotes and the specifications for two Ford F550 dump trucks with plow and spreaders for your review and approval.

Thank You

Merry Christmas

Martin J. Valenti
Director Of Automotive
Jersey City Department Of Public Works
13-15 Linden Ave East
Jersey City NJ. 07305
O: 201-547-4420
M: 201-240-5292
RESOLUTION AUTHORIZING THE CITY OF JERSEY CITY TO EXECUTE A COOPERATIVE PRICING AGREEMENT WITH THE MIDDLESEX REGIONAL EDUCATIONAL SERVICES COMMISSION

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

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

WHEREAS, the City of Jersey City (City) desires to participate in a cooperative pricing system 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 Middlesex Regional Educational Services Commission is the lead agency under a Cooperative Pricing Agreement approved by the Division of Local Government Services (Division); and

WHEREAS, pursuant to N.J.A.C. 5:34-7.6, the City of Jersey City (City) may apply for membership in an approved Cooperative Purchasing System and Middlesex Regional Educational Services Commission is authorized to apply to the Director of the Division for approval on behalf of a proposed new member; and

WHEREAS, if the Division approves the City's membership application, the City will be able to purchase certain goods and services that Middlesex Regional Educational Services Commission has publicly bid for; and

WHEREAS, the City desires to become a member of the Cooperative Purchasing System for which Middlesex Regional Educational Services Commission is the lead agency.

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

1. The Mayor or Business Administrator is authorized to execute the agreement attached hereto to participate in the Cooperative Pricing System offered by the Middlesex Regional Educational Services Commission.

APPROVED:

APPROVED AS TO LEGAL FORM

APPROVED:

Business Administrator

Certification Required: ☐ Not Required ☑

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 2.11.14

<table>
<thead>
<tr>
<th>COUNCILPERSON</th>
<th>AYE</th>
<th>NAY</th>
<th>N.V.</th>
<th>COUNCILPERSON</th>
<th>AYE</th>
<th>NAY</th>
<th>N.V.</th>
<th>COUNCILPERSON</th>
<th>AYE</th>
<th>NAY</th>
<th>N.V.</th>
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<tbody>
<tr>
<td>GAEWski</td>
<td>✓</td>
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<td></td>
<td>YUN</td>
<td>✓</td>
<td></td>
<td></td>
<td>RIVERA</td>
<td>✓</td>
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<tr>
<td>RAMCHAL</td>
<td>✓</td>
<td></td>
<td></td>
<td>OSBORNE</td>
<td>✓</td>
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<td></td>
<td>WATTERMAN</td>
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<tr>
<td>DOGGIANO</td>
<td>✓</td>
<td></td>
<td></td>
<td>Coleman</td>
<td>✓</td>
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<td></td>
<td>LAVARRO, PRES</td>
<td>✓</td>
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☑ Indicates Vote

N.V.-Not Voting (Abstain)

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

Ricardo R. Lavarrro, Jr., President of Council

Robert Byrne, City Clerk
<table>
<thead>
<tr>
<th>Essex cont'd.</th>
<th>Gloucester</th>
<th>Hudson</th>
<th>Hunterdon</th>
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<tbody>
<tr>
<td>Bloomfield Township of</td>
<td>Township of Millburn</td>
<td>Township of Millburn</td>
<td>French Town BOE</td>
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<tr>
<td>Caldwell-West Caldwell BOE</td>
<td>Millville BOE</td>
<td>Township of High Bridge</td>
<td>Hampton Borough BOE</td>
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<tr>
<td>Cedar Grove BOE</td>
<td>Irvington BOE</td>
<td>Borough of High Bridge</td>
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<tr>
<td>East Orange BOE</td>
<td>Livingston, Township of</td>
<td>Township of Holland</td>
<td>Township of Bethlehem</td>
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<td>City of East Orange</td>
<td>Montclair BOE</td>
<td>Holland Township BOE</td>
<td>Bloomsbury BOE</td>
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<td>Essex County</td>
<td>Newark Educators Community Charter</td>
<td>Hunterdon Central Regional HS</td>
<td>Califon BOE</td>
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<td>Essex County Vo-Tech School</td>
<td>Newark Legacy Charter</td>
<td>Hunterdon County ESC</td>
<td>Clinton Township BOE</td>
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<tr>
<td>Borough of Essex Fells</td>
<td>Newark Public Schools</td>
<td>Hunterdon County</td>
<td>Township of Clinton</td>
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<tr>
<td>Essex Falls School District</td>
<td>North Caldwell BOE</td>
<td>Milford Borough of</td>
<td>Township of Clinton</td>
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<td>Essex Regl Educational Svcs Com.</td>
<td>North Star Academy</td>
<td>No. Hunterdon-Voorhees Reg. HS Dist</td>
<td>Delran BOE</td>
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<tr>
<td>Livingston BOE</td>
<td>Roseville Community Charter</td>
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<td>Town of East Amwell</td>
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<tr>
<td>Township of Nutley</td>
<td>Township of South Orange Village</td>
<td>Township of Raritan</td>
<td>Township of East Amwell</td>
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<tr>
<td>Township of Essex Fells</td>
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As of 6/17/14
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<thead>
<tr>
<th>Taxpayer Name:</th>
<th>CLIFFSIDE BODY CORPORATION</th>
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<tbody>
<tr>
<td>Trade Name:</td>
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<tr>
<td>Address:</td>
<td>130 BROAD AVENUE</td>
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<td></td>
<td>FAIRVIEW, NJ 07022-1502</td>
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<tr>
<td>Certificate Number:</td>
<td>0099779</td>
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<tr>
<td>Effective Date:</td>
<td>June 15, 1934</td>
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<tr>
<td>Date of Issuance:</td>
<td>January 10, 2019</td>
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For Office Use Only:
20190110110631949
CERTIFICATE OF EMPLOYEE INFORMATION REPORT

RENEWAL

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

15-FEB-2013 to 15-FEB-2020

CLIFFSIDE BODY CORPORATION
130 BROAD AVE, P.O. BOX 206
FAIRVIEW NJ 07022

Andrew P. Sidamon-Eristof
State Treasurer
APPENDIX A
AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability

The contractor and the _______________ (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. §12101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature, arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the sender 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 prejudice the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

Representative's Name and Title: ROBERT GREENFALD VP/SECRETARY
Representative's Signature: ____________________________
Name of Company: CLIFFSIDE BODY CORP.
Tel. No.: 201-945-3870
Date: DECEMBER 31, 2018
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 personal testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, 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, EBO 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, EBO Monitoring Program for conducting a compliance investigation pursuant to Subchapter 16 of the Administrative Code at N.J.A.C. 17:27.

The undersigned vendor certifies to the agency's receipt, knowledge and commitment to comply with:

Mandatory Equal Employment Opportunity Language

N.J.S.A. 10:5-31 and N.J.A.C. 17:27

The undersigned vendor further agrees to furnish the required forms of evidence and understands that their contract company's bid shall be rejected 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 Name/Title (Print) ROBERT GREENWALD VP/SECRETARY

Representative Signature

Name of Company: CLIFFSIDE BODY CORP.

Tel No. 201-945-3970 Date: DEC. 31, 2108
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: CLIFFSIDE BEAUTY CORP.
Address: 130 BROAD AVE. FAIRVIEW, NJ 07022
Telephone No.: 201-945-3970
Contact Name: ROBERT GREENWALD VP/SECRETARY

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.
C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

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

This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.

Part I - Vendor Information

<table>
<thead>
<tr>
<th>Vendor Name:</th>
<th>CLIFFSIDE BODY CORP</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address:</td>
<td>130 BROAD AVE</td>
</tr>
<tr>
<td>City:</td>
<td>FAIRVIEW</td>
</tr>
<tr>
<td>State:</td>
<td>NJ</td>
</tr>
<tr>
<td>Zip:</td>
<td>07022</td>
</tr>
</tbody>
</table>

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the instructions accompanying this form.

Signature: ________________

Printed Name: ROBERT GREENWALD

Title: VP/SECRETARY

Part II - Contribution Disclosure

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

☐ Check here if disclosure is provided in electronic form.

<table>
<thead>
<tr>
<th>Contributor Name</th>
<th>Recipient Name</th>
<th>Date</th>
<th>Dollar Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>NONE</td>
<td>NONE</td>
<td>NONE</td>
<td>$000</td>
</tr>
</tbody>
</table>

☐ Check here if the information is continued on subsequent page(s)
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
CLIFFSIDE BODY CORP. (name of business entity) has not made any reportable
contributions in the **one-year period preceding DECEMBER 31, 2018 (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 CLIFFSIDE BODY CORP.
(name of business entity) will not make any reportable contributions in violation of Ordinance 08-
128.

PART II - Signature and Attestation:

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

Name of Business Entity: CLIFFSIDE BODY CORP.

Signed ________________  Title: VP/SECRETARY

Print Name: ROBERT GREENWALD  Date: DECEMBER 31, 2018

Subscribed and sworn before me
this 3rd day of December, 2018.
My Commission expires:
Theresa Simone Greenwald
Notary Public New Jersey
My Commission Expires August 17, 2020

**Pursuant to Section 2 of Ordinance 08-128, no contributions or solicitation of
contributions made prior to the effective date Ordinance 08-128 (September 23, 2008)
shall be deemed to be a violation of the Ordinance.
BUSINESS ENTITY DISCLOSURE CERTIFICATION
FOR NON-FAIR AND OPEN CONTRACTS
Required Pursuant To N.J.S.A. 19:44A-26.8
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 official> as defined pursuant to N.J.S.A. 19:44A-3(pq).

Steven Fulop for Mayor 2017  Mira Prioz-Arey for Council
Lavaro for Councilman  Friends of Richard Boggiano
Friends of Joyce Watterman  Michael Yun for Council
Friends of Daniel Rivera  Solomon for Council
Ridley for Council  Friends of Jermaine Robinson

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

<table>
<thead>
<tr>
<th>Name of Stock or Shareholder</th>
<th>Home Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>ROBERT GREENWALD</td>
<td>10 VINE ST. WALDWICK, NJ 07463</td>
</tr>
<tr>
<td>WARRREN GREENWALD</td>
<td>56 KNOLLWOOD RD UPPER SADDLE RIVER, NJ 07458</td>
</tr>
</tbody>
</table>

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: CLYDESTINE BOD Corp.
Signature of Affiant: ____________________________  Title: VP/SECRETARY
Printed Name of Affiant: ROBERT GREENWALD  Date: DECEMBER 31, 2018

Subscribed and sworn before me this 3 day of JANUARY, 2019 Therese Simone Greenwald
My Commission expires: August 17, 2020
(Witnessed or attested by)
Resolution of the City of Jersey City, N.J.

Title: WITHDRAWN

Resolution Authorizing the award of a contract to Veniero Lock & Safe Company LLC for Locksmith Supplies and Repair Services City-wide for the Department of Public Works, Division of Building & Streets Maintenance

Council offered and moved adoption of the following resolution:

WHEREAS, locksmith supplies and repair services are needed for all City offices throughout the year; and

WHEREAS, the Purchasing Director within his authority and in conformity with N.J.S.A. 40A:11-6.1(a) informally solicited three quotes, including one from Veniero Lock & Safe Company LLC, 809 Westside Avenue, Jersey City, New Jersey 07304 in the total amount of thirty eight thousand dollars ($38,000.00); and

WHEREAS, the Purchasing Director believes the proposal of Contractor attached hereto, to be most advantageous, price and other factors considered; 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 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 06-128 adopted on September 3, 2008; and

WHEREAS, funds are available for this contract in the Operating Account:

<table>
<thead>
<tr>
<th>Account</th>
<th>PO #</th>
<th>Total Contract</th>
<th>Temp Encumbrance</th>
</tr>
</thead>
<tbody>
<tr>
<td>01-201-28-291-211</td>
<td>132098</td>
<td>$38,000.00</td>
<td>$6,000.00</td>
</tr>
</tbody>
</table>

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

1. A contract award to Veniero Lock & Safe Company LLC in the amount of $38,000.00 for locksmith supplies and repair services is authorized.

2. The term of the contract will be for a one year term commencing January 25, 2019 through December 31, 2019.

3. Upon certification by an official or employee of the City authorized to administer the contract, 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

(Continue on page 2)
RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO VENIERO LOCK & SAFE COMPANY LLC FOR LOCKSMITH SUPPLIES AND REPAIR SERVICES CITY-WIDE FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF BUILDING & STREETS MAINTENANCE

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 2019 fiscal year temporary budget shall be subject to the availability and appropriation of sufficient funds in the 2019 fiscal year permanent budget.

5. 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, shall be placed on file with this resolution.

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

<table>
<thead>
<tr>
<th>Account</th>
<th>PO #</th>
<th>Total Contract</th>
<th>Temp Encumbrance</th>
</tr>
</thead>
<tbody>
<tr>
<td>01-201-26-291-211</td>
<td>132098</td>
<td>$38,000.00</td>
<td>$6,000.00</td>
</tr>
</tbody>
</table>

Approved by: Peter Frazzini, Director of Purchasing, CPA, AIPPO

PF/19

January 10, 2019

Record of Council Vote on Final Passage: 1-24-19

Not WITHDRAWN

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

Rolando R. Lavarro, Jr., President of Council
Robert Byrne, City Clerk
DETERMINATION OF VALUE CERTIFICATION

I, Patrick G. Stamato, of full age, hereby certify the following:

1. I am the Director for the Department of Public Works.
2. There exists a need for various locks and key replacement Citywide.
3. The City informally solicited quotations for such services.
4. The Department's recommendation is to award a contract to Veniero Lock and Safe.
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.

01/10/19
Date

Patrick G. Stamato, DPW Director
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 VENERO LOCK & SAFE LLC FOR LOCKSMITH SUPPLIES AND REPAIR SERVICES CITY-WIDE FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF BUILDING & STREETS MAINTENANCE

Project Manager

<table>
<thead>
<tr>
<th>Department/Division</th>
<th>DPW</th>
<th>Buildings and Street</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name/Title</td>
<td>Doug Carlucci</td>
<td>Director</td>
</tr>
<tr>
<td>Phone/email</td>
<td>201-547-4432</td>
<td><a href="mailto:dcarlucci@jeni.com">dcarlucci@jeni.com</a></td>
</tr>
</tbody>
</table>

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

Contract Purpose

- To provide various locks, key replacement citywide.
- Includes the Annex facility.
- Local Jersey City vendor.
- DPW spent about $36,000.00 in 2018.

Cost (Identify all sources and amounts)  

<table>
<thead>
<tr>
<th>Cost</th>
<th>Contract term (include all proposed renewals)</th>
</tr>
</thead>
<tbody>
<tr>
<td>01-201-26-291-211 (Buildings Operating)</td>
<td>01/25/19 to 12/31/19.</td>
</tr>
<tr>
<td>Total Contract amount=$38,000.00</td>
<td></td>
</tr>
<tr>
<td>Temporary Encumbrancy =$6,000.00</td>
<td></td>
</tr>
</tbody>
</table>

Type of award: Non-Fair and Open

If “Other Exception”, enter type

Additional Information

I certify that all the facts presented herein are accurate.

Signature of Department Director

Signature of Purchasing Director
Bergen County Bid Proposal 18-58.1
Price Information sheets: 9/17/18

Current Catalogs:
Von Duprin: 25%
Schlage: 25%
LCN: 25%
Sargent: 25%
Corbin: 25%
Norton: 25%
Ives: 25%
Kaba Simplex: 25%
Kwickset: 25%
Hager: 25%
Select Hinges: 25%
PDQ: 25%

Jon Kline
Managing Member
CATALOG BID: LOCKS, SUPPLIES, EQUIPMENT AND SERVICES

HOURLY PRICING SHEET

<table>
<thead>
<tr>
<th>ITEM #</th>
<th>WORK HOUR CATEGORY</th>
<th>HOURLY PRICING</th>
</tr>
</thead>
<tbody>
<tr>
<td>2</td>
<td>LOCKSMITH SERVICES PER HOUR, DURING FIRST EIGHT (8) HOURS OF REGULAR WORK DAY, 8:00 AM - 5:00 PM MONDAY - FRIDAY</td>
<td>$9.00</td>
</tr>
<tr>
<td>2</td>
<td>LOCKSMITH SERVICES PER HOUR, BEFORE OR AFTER FIRST EIGHT (8) HOURS OF REGULAR WORK DAY, MONDAY - FRIDAY AND ALL HOURS SATURDAY</td>
<td>$15.50</td>
</tr>
<tr>
<td>3</td>
<td>LOCKSMITH SERVICES PER HOUR - ALL HOURS SUNDAYS AND HOLIDAYS</td>
<td>$15.50</td>
</tr>
</tbody>
</table>

NOTE: PROPOSALS SHOWING ANY ERASURE ALTERATIONS MUST BE INITIALED BY BIDDER IN INK. ALTERED ITEMS NOT INITIALED WILL NOT BE CONSIDERED FOR AWARD.

COMPANY NAME: KD Sales, Inc. and Hardware, LLC

AUTHORIZED SIGNATURE: Jon Kline

DATE: 9/17/18

I DECLARE THAT I HAVE READ AND AGREE WITH THE PRICING SUBMITTED ON THE PRICE SHEET(S) CONTAINED IN THE BID PACKAGE (INITIAL).
LOCKS, SUPPLIES, & EQUIPMENT, ELECTRONIC/MECHANICAL

(REQUIREMENTS FOR A 24 MONTH PERIOD)

USING AGENCIES: All County of Bergen Using Agencies shall be permitted to utilize this contract on an as needed basis, including CO-OP Participants.

THE COUNTY OF BERGEN DOES NOT GUARANTEE ANY DOLLAR AMOUNT OR QUANTITY TO THE AWARDED VENDOR(S), AND SHALL RESERVE THE RIGHT TO MAKE PURCHASES ON AN AS NEEDED BASIS.

BIDDER MUST SUBMIT TWO (2) COPIES OF CURRENT CATALOG(S) WITH THEIR SUBMITTAL.

VENDOR INFORMATION:

Bidder's Name: R.D. SALES DOOR AND HARDWARE LLC

Address: 220 WEST PARKWAY UNIT #3, POMPON PLAINS, NJ 07444

Telephone Number: (973) 248-1222

Fax Number: (973) 248-1220

E-Mail Address: SALES@RDSALESLLC.COM

ORDERING INFORMATION:

Vendor Contact Person: JON KLINE

(Person to whom orders are to be placed)

Telephone Number: (973) 248-1222

Fax Number: (973) 248-1220

E-Mail Address: SALES@RDSALESLLC.COM
CATALOG BID: LOCKS, SUPPLIES, EQUIPMENT AND SERVICES

HOURLY PRICING SHEET

<table>
<thead>
<tr>
<th>ITEM #</th>
<th>WORK HOUR CATEGORY</th>
<th>HOURLY PRICING</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>LOCKSMITH SERVICES PER HOUR, DURING FIRST EIGHT (8) HOURS OF REGULAR WORK DAY, 8:00 AM - 5:00 PM MONDAY - FRIDAY</td>
<td>$85</td>
</tr>
<tr>
<td>2.</td>
<td>LOCKSMITH SERVICES PER HOUR, BEFORE OR AFTER FIRST EIGHT (8) HOURS OF REGULAR WORK DAY, MONDAY - FRIDAY AND ALL HOURS SATURDAY</td>
<td>$115</td>
</tr>
<tr>
<td>3.</td>
<td>LOCKSMITH SERVICES PER HOUR - ALL HOURS SUNDAYS AND HOLIDAYS</td>
<td>$140</td>
</tr>
</tbody>
</table>

NOTE: PROPOSALS SHOWING ANY ERASURE ALTERATIONS MUST BE INITIALED BY BIDDER IN INK. ALTERED ITEMS NOT INITIALED WILL NOT BE CONSIDERED FOR AWARD.

COMPANY NAME: Main Lock Inc

AUTHORIZED SIGNATURE: [Signature]

DATE: 9/11/18

I DECLARE THAT I HAVE READ AND AGREE WITH THE PRICING SUBMITTED ON THE PRICE SHEET(S) CONTAINED IN THE BID PACKAGE [INITIAL].
VENDOR INFORMATION

In order to assure that all future correspondence is directed to the correct address, assure proper ordering, expedite future payments, and in accord with I.R.S. regulations, the following information must be provided with this bid.

Name of Business: Main Lock Inc

Correspondence Address (including zip code):
Main Lock Inc
762 Main Street
Hackensack NJ 07601

Purchase Order Address (including zip code):
Main Lock Inc
762 Main Street
Hackensack NJ 07601

Payment Address (including zip code):
Main Lock Inc
762 Main Street
Hackensack NJ 07601

Telephone Number (including area code): (201) 342 8530
Email Address: main.lockshop@dowaoi.com
Fax Number (including area code): (201) 342 8618

Employer I.D. # or S.S. #:

FAILURE TO PROVIDE ALL OF THE ABOVE INFORMATION MAY RESULT IN REJECTION OF THIS BID.
| **STATE OF NEW JERSEY**  |
| **BUSINESS REGISTRATION CERTIFICATE** |
| **Taxpayer Name:** | VENIERO LOCK & SAFE COMPANY LLC |
| **Trade Name:** |  |
| **Address:** | 809 WESTSIDE AVENUE  
JERSEY CITY, NJ  07306-6601 |
| **Certificate Number:** | 1300354 |
| **Effective Date:** | February 06, 2007 |
| **Date of Issuance:** | January 10, 2019 |

For Office Use Only:
20190110110710896
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 AFFIRMATIVE ACTION LANGUAGE
Goods, Professional Services and General Service Contracts

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

Representative's Name/Title (Print): Paul Vercillo, Owner

Representative's Signature: Paul Vercillo

Name of Company: Vercillo Lock & Safe Co, LLC

Tel. No.: 201-592-8743 Date: 10/3/18
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. §12101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

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

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

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

Representative's Name/Title Print: __________________________
Representative's Signature: __________________________
Name of Company: __________________________
Tel. No.: __________________________ Date: __________________________
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: Vejerio Lock & Safe Co., LLC

Address: 809 West Side Ave

Telephone No.: 201-332-8943

Contact Name: Paul Vejerio

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, Hawai or the Pacific Islands.

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

Woman Business Enterprise

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.
Minority/Woman Business Enterprise (MWBE)
Questionnaire for Bidders

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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: VeniCo Lock & Sac LLC
Address: 809 East Side Ave
Telephone No.: 201-739-5943
Contact Name: Paul Ventano

Please check applicable category:

___ Minority Owned Business (MBE)  ___ Minority & Woman Owned Business (MWBE)

___ Woman Owned business (WBE)  ___ Neither

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

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

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

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

Woman Business Enterprise

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

OFFICE OF EQUAL OPPORTUNITY COPY
CERTIFICATION OF COMPLIANCE WITH THE CITY OF JERSEY CITY CONTRACTOR PAY-TO-PLAY REFORM ORDINANCE 08-128 ADOPTED ON SEPTEMBER 3, 2008

PART I - Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that [name of business entity] has not made any reportable contributions in the one-year period preceding [date City Council awards contract] that would be deemed to be violations of Section One of the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128 (attached hereto) and that would bar the award of this contract. I further certify that during the term of the contract [name of business entity] will not make any reportable contributions in violation of Ordinance 08-128.

PART II - Signature and Attestation:

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

Name of Business Entity: [name]

Signed [signature]

Print Name [print name]

Date: [date]

Subscribed and sworn before me

this [day] day of [month], [year]

My Commission expires:

[Notary Public]

ASSIA WILSON

[Commission Expires 11/5/2018]

Pursuant to Section 2 of Ordinance 08-128, no contributions or solicitation of contributions made prior to the effective date Ordinance 08-128 (September 23, 2008) shall be deemed to be a violation of the Ordinance.
BUSINESS ENTITY DISCLOSURE CERTIFICATION
FOR NON-FAIR AND OPEN CONTRACTS
Required Pursuant To N.J.S.A. 19:44A-20.8
CITY OF JERSEY CITY

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

| Steven Pulop for Mayor 2017                                                                 | Mira Prinz-Arcy for Council                                                                 |
| Lavarro for Councilman                                                                      | Friends of Richard Boggiano                                                               |
| Friends of Joyce Watteman                                                                  | Michael Yun for Council                                                                   |
| Friends of Daniel Rivera                                                                   | Solomon for Council                                                                      |
| Ridley for Council                                                                         | Friends of Jermaine Robinson                                                             |

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

<table>
<thead>
<tr>
<th>Name of Stock or Shareholder</th>
<th>Home Address</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
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<td></td>
<td></td>
</tr>
</tbody>
</table>

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: V.P. 10%     Less than 10%  LLC
Signature of Affiant:                        Title:  Owner
Printed Name of Affiant:  Paul Pulop, Esq.     Date:  11/5/13

Subscribed and sworn before me this 5th day of November 2018

My Commission expires:

(Witnessed by)
ASSIA WILSON
NOTARY PUBLIC OF NEW JERSEY
Comm. #: 60072816
My Commission Expires 11/5/2022

Assia
Wilson
11/5/2018
C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

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

This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.

Part I - Vendor Information

| Vendor Name: | Vencon Lock & Safe Co LLC |
| Address: | 25 West St, Jersey City, NJ 07306 |

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the instructions accompanying this form.

Signature: [Signature]
Printed Name: Paul Vencon
Title: Owner

Part II - Contribution Disclosure

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

\[\square\] Check here if disclosure is provided in electronic form.

<table>
<thead>
<tr>
<th>Contributor Name</th>
<th>Recipient Name</th>
<th>Date</th>
<th>Dollar Amount</th>
</tr>
</thead>
</table>

\[\square\] Check here if the information is continued on subsequent page(s)
STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY
DIVISION OF REVENUE AND ENTERPRISE SERVICES
ANNUAL REPORT CERTIFICATE

VENIERO LOCK & SAFE COMPANY LLC
060287443

The Division of Revenue and Enterprise Services hereby affirms that the following annual report for VENIERO LOCK & SAFE COMPANY LLC was submitted on 01/09/2018 for the year: 2017

Registered Agent and Office

SALVATORE L. VENIERO
809 WESTSIDE AVENUE
JERSEY CITY, NJ 07306

Main Business Address

809 WESTSIDE AVENUE
JERSEY CITY, NJ 07306

Officers and Directors

MANAGING MEMBER
SALVATORE L. VENIERO
366 PAGE AVENUE
LYNDBURG, NJ 07071

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal, this 9th day of January, 2018

[Signature]

Ford M. Scudder
State Treasurer
Certificate of Formation
Limited Liability Company
for
VENIERO LOCK & SAFE COMPANY LLC

THIS IS TO CERTIFY THAT there is hereby organized a
Limited Liability Company under and by virtue of the
New Jersey Limited Liability Company Act (N.J.S.A.
42: 2B-1 et seq.).

FIRST: The name of the Limited Liability Company is Veniero
Lock & Safe Company LLC.

SECOND: The purpose for which this Limited Liability
Company is organized is to engage in any activity within the
purposes for which Limited Liability Companies may be formed
pursuant to the New Jersey Limited Liability Company Act.

THIRD: The name and address of the registered agent is
Salvatore L. Veniero, 809 Westside Avenue, Jersey City, New
Jersey, 07306.

FOURTH: The Limited Liability Company shall have at least
one member.

FIFTH: The duration of the Limited Liability Company is
perpetual.

In Witness Whereof, the undersigned has been authorized
to sign this Certificate of Formation this 3rd day of

[Signature]

JOSEPH V. DACCHILLE, ESQUIRE
Wildstein, Wildstein & Dacchille, P.A.
17 Academy Street
Newark, New Jersey, 07102

(1602579543)
STATE OF NEW JERSEY
Division of Purchase & Property
Contract Compliance Audit Unit
EEO Monitoring Program

EMPLOYEE INFORMATION REPORT
IMPERSONATION AND USE OF INCORRECT NAMES IN YOUR CERTIFICATION DO NOT SHIELD YOU FROM PENALTY. SUBMIT THE REQUIRED BUSINESSSFAX ONLY ON Sheet 1. DO NOT DIVIDE THIS SHEET. COMPLETE IN INK AND SIGN OR TYPE LEGIBLY.

Employee Information Report Form AA302

SECTION A - COMPANY IDENTIFICATION

1. FED. NO. OR SOCIAL SECURITY NO.
2. TYPE OF BUSINESS
   - LOCAL
   - WHOLESALE
   - RETAIL
   - OTHER
3. TOTAL NO. EMPLOYEES IN THE ENTIRE COMPANY
   - NONE

4. COMPANY NAME: VENIERO LOCK & SAFE CO, LLC
5. STREET: 809 WEST SIDE RD
   - NEW JERSEY
   - HUDDLESTOWN
   - NJ
   - 07306

6. NAME OF PARENT OR AFFILIATED COMPANY OR MODEL, NO INDIAN
   - NONE

7. CHECK ONE IN THIS COMPANY:
   - UNDERSTABLE EMPLOYEE
   - MULTIPLE ESTABLISHMENT EMPLOYEE

8. TOTAL NUMBER OF EMPLOYEES AT ESTABLISHMENT WHICH HAS BEEN AWARDED THE CONTRACT

9. CULTURAL VS. FORMATION CONTRACT

SECTION B - EMPLOYMENT DATA

11. Report all permanent, temporary and part-time employees ON YOUR OWN PAYROLL. Enter the appropriate figure as all hourly and all others. Where there are no employees in a particular category, enter 0. Include ALL employees, part-time and full-time, in the appropriate race/ethnicity categories. In column 13, in "DAYS OF PAYROLL PERIOD COVERED", circle 1 if there is only one payroll period and circle 2 if there is more than one payroll period during the period under audit.

### JOB CATEGORIES

<table>
<thead>
<tr>
<th>CATEGORY</th>
<th>TOTAL FEMALE</th>
<th>TOTAL MALE</th>
<th>TOTAL</th>
<th>PERMANENT</th>
<th>DEPARTMENT</th>
<th>DEPARTMENT</th>
<th>DEPARTMENT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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 RICHON OBTAINED:
   - 1. Using Survey
   - 2. Employment Record
   - 3. Other Opinion

13. DATES OF PAYROLL PERIOD COVERED:
   - FROM
   - TO

16. NAME OF PERSON COMPLETING FORM (PRINT OR TYPE)

17. AGENT ID NO. & STREET
   - CITY
   - COUNTY
   - STATE
   - ZIP CODE
   - PHONE/AMERICAN ID NO. EXTENSION
RESOLUTION AUTHORIZING A MONTH TO MONTH EXTENSION NOT TO EXCEED THREE (3) MONTHS EFFECTIVE ON FEBRUARY 1, 2019 OF A CONTRACT WITH TEMCO BUILDING MAINTENANCE TO PROVIDE JANITORIAL SERVICES FOR THE DEPARTMENT OF PUBLIC WORKS / DIVISION OF BUILDINGS AND STREET MAINTENANCE

WHEREAS, Resolution No. 15.681, approved on September 24, 2015, awarded a one-year contract in the amount of $999,044.00 to Temco Building Maintenance to provide janitorial services for the City of Jersey City (City), Department of Public Works / Division of Buildings and Street Maintenance; and

WHEREAS, Resolution No. 16.711, approved on October 26, 2016, exercised the first of two renewal options for a total contract amount of $1,046,242.26; and

WHEREAS, Resolution No. 17.842, approved on October 25, 2017, exercised the final renewal option for a total contract amount of $1,070,259.71; and

WHEREAS, Resolution No. 18-948, approved on October 24, 2018 was for a month to month extension not to exceed three months while the City prepared the bid specifications; and

WHEREAS, it is necessary to extend the janitorial services contract on a month to month basis not to exceed three (3) months effective February 1, 2019 while the City continues to update and revise the bid specifications; and

WHEREAS, the total cost of the contract extension shall not exceed the sum of $300,000.00; and

WHEREAS, N.J.S.A. 40A:11-15 authorizes a contract extension provided that the contract has not yet expired and provided that the City has commenced the rebidding process; and

WHEREAS, funds for $100,000.00 are available in the Division of Buildings and Street Maintenance Operating Account No. 19-01-201-26-291-314.

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

1. The extension of a contract with Temco Building Maintenance for providing janitorial services at various buildings throughout the City on a month-to-month basis not to exceed three (3) months effective February 1, 2019 is approved.

2. The total cost of the contract extension shall not exceed the sum of $300,000.00.

3. Notice of this change order shall be published once in a newspaper of general circulation in the City of Jersey City as required by law.

4. Pursuant to N.J.A.C. 5:30-5.5(a), the continuation of the contract after the expenditure of funds encumbered in 2019 fiscal year temporary budget shall be subject to the appropriation of sufficient funds in the 2019 permanent budget. 

(Continued on Page 2)
RESOLUTION AUTHORIZING A MONTH TO MONTH EXTENSION NOT TO EXCEED THREE (3) MONTHS EFFECTIVE ON FEBRUARY 1, 2019 OF A CONTRACT WITH TEMCO BUILDING MAINTENANCE TO PROVIDE JANITORIAL SERVICES FOR THE DEPARTMENT OF PUBLIC WORKS / DIVISION OF BUILDINGS AND STREET MAINTENANCE

I, Donna Mauer, as Chief Financial Officer, hereby certify that these funds are available for this expenditure in Buildings and Street Maintenance Operating Account No. 19-01-201-26-291-314 for payment of the above resolution.

Requisition # 0186866

Purchase Order # 132175

January 9, 2019

APPROVED:

[Signature]

APPROVED AS TO LEGAL FORM:

[Signature]

Certification Required ☐

Not Required ☐

APPROVED:

[Signature]

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 1.24.19

<table>
<thead>
<tr>
<th>COUNCILPERSON</th>
<th>AYE</th>
<th>NAY</th>
<th>N.V.</th>
<th>COUNCILPERSON</th>
<th>AYE</th>
<th>NAY</th>
<th>N.V.</th>
<th>COUNCILPERSON</th>
<th>AYE</th>
<th>NAY</th>
<th>N.V.</th>
</tr>
</thead>
<tbody>
<tr>
<td>RIDLEY</td>
<td>✓</td>
<td></td>
<td></td>
<td>YUN</td>
<td>✓</td>
<td></td>
<td></td>
<td>RIVERA</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>PRINZ-AREY</td>
<td>✓</td>
<td></td>
<td></td>
<td>SOLOMON</td>
<td></td>
<td>✓</td>
<td></td>
<td>WATTERMAN</td>
<td>✓</td>
<td></td>
<td></td>
</tr>
<tr>
<td>BOGGIANO</td>
<td>✓</td>
<td></td>
<td></td>
<td>ROBINSON</td>
<td></td>
<td>✓</td>
<td></td>
<td>LAVARRO, PRES</td>
<td>✓</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

✓ Indicates Vote

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 MONTH TO MONTH EXTENSION NOT TO EXCEED THREE (3) MONTHS EFFECTIVE ON FEBRUARY 1, 2019 OF A CONTRACT WITH TEMCO BUILDING MAINTENANCE TO PROVIDE JANITORIAL SERVICES FOR THE DEPARTMENT OF PUBLIC WORKS / DIVISION OF BUILDINGS AND STREET MAINTENANCE

Project Manager

<table>
<thead>
<tr>
<th>Department/Division</th>
<th>DPW</th>
<th>Buildings and Street Maintenance</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name/Title</td>
<td>Douglas Carlucci</td>
<td>Director</td>
</tr>
<tr>
<td>Phone/email</td>
<td>201-547-4432</td>
<td><a href="mailto:dcarlucci@icnj.org">dcarlucci@icnj.org</a></td>
</tr>
</tbody>
</table>

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

- To provide janitorial services, floor care and blood cleanup citywide.
- For over twenty (20) locations.
- This is a contract extension until the bid is revised and advertised which is schedule to happen soon.

Cost (Identify all sources and amounts)

<table>
<thead>
<tr>
<th>Source</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>01-201-26-291-314 (Buildings Operating)</td>
<td>Total Extension amount = $300,000.00</td>
</tr>
<tr>
<td></td>
<td>Temporary Encumbrancy = $100,000.00</td>
</tr>
</tbody>
</table>

Contract term (include all proposed renewals)

<table>
<thead>
<tr>
<th>Term</th>
</tr>
</thead>
<tbody>
<tr>
<td>02/01/19 to 04/30/19</td>
</tr>
</tbody>
</table>

Type of award

Contract Extension

If “Other Exception”, enter type

Additional Information

I certify that all the facts presented herein are accurate.

Signature of Department Director

Signature of Purchasing Director

Date

Date
EXHIBIT A (Continuation)

The contractor or subcontractor agrees to refrain 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, national origin 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 conformity 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, national origin 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 Employees 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, BEO 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 CCAU, BEO 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

understand that their contract company's offer shall be rejected as non-responsive if said contractor fails to comply with the requirements


Representative's Name/Title (Print) James H. Van Kirk/Contract Manager

Representative's Signature: ________________________________

Name of Company: Temco Service Industries, Inc. dba ATALIAN Global Services

Tel. No.: (212) 261-7882 Date: October 12, 2018
APPENDIX A
AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability

The contractor and the City of Jersey City (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 12111 et seq.), which prohibit 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, defend and pay any and all claims 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 procedures. 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 and 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.

[Signatures]

Representative's Name/Title Printed: James H. Yung, LPIC-Contractor's Manager
Representative's Signature: __________________________
Name of Company: Teraco Service Industries, Inc. dba ATALIAN Global Services
Tel. No.: 212-251-7882 Date: October 12, 2018
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: Tenso Service Industries, Inc. dba ATALIAN Global Services
Address: One Madison Street, Building D, East Rutherford, NJ 07073
Telephone No.: 212-231-7882
Contact Name: James H. Van Kirk

Please check applicable category:

[ ] Minority Owned Business (MBE) [x] Minority & Woman Owned Business (MWBE)
[ ] Woman Owned Business (WBE) [ ] Neither

Definitions
Minority Business Enterprise

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

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

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

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

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

Woman Business Enterprise

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.
Minority/Woman Business Enterprise (MWBE) Questionnaire for Bidders

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

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

Business Name: Tempo Service Industries, Inc. dba ATALIAN Global Services

Address: One Madison Street, Building D, East Rutherford, NJ 07073

Telephone No.: 212-251-7882

Contact Name: James H. Van Kirk

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
CERTIFICATE OF EMPLOYEE INFORMATION REPORT RENWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 47:27-3.1 et seq., and the State Treasurer has approved said report. This approval will remain in effect for the period of 15-AUG-2016 to 15-AUG-2019.

TEMC0 SERVICE INDUSTRIES, INC.
417 W 35TH AVE., 9TH FLOOR
NEW YORK, NY 10018

[Signature]
FORD M. SCHIEBER
Acting State Treasurer

http://spis/sites/marketing/Corporate/Documents/Licenses,%20certificates%20and%20registrations/Certificates%20%20%20... 10/12/2018
STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

TAXPAYER NAME:
TEMCO BUILDING MAINTENANCE INC.

ADDRESS:
417 5TH AVE
NEW YORK NY 10018-5802

EFFECTIVE DATE:
01/21/83

TRADE NAME:

SEQUENCE NUMBER:
000318

ISSUANCE DATE:
12/11/83

The certificate is not transferable. It must be presented together with the above address.
<table>
<thead>
<tr>
<th><strong>Taxpayer Name:</strong></th>
<th>TEMCO BUILDING MAINTENANCE INC.</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Trade Name:</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Address:</strong></td>
<td>417 5TH AVE</td>
</tr>
<tr>
<td></td>
<td>NEW YORK, NY 10016-2204</td>
</tr>
<tr>
<td><strong>Certificate Number:</strong></td>
<td>0401318</td>
</tr>
<tr>
<td><strong>Effective Date:</strong></td>
<td>January 16, 1963</td>
</tr>
<tr>
<td><strong>Date of Issuance:</strong></td>
<td>October 10, 2018</td>
</tr>
</tbody>
</table>

**For Office Use Only:**
20181010090059321
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 Tenant Service Industries, Inc. dba ATALIAN Global Services, (name of business entity) has not made any reportable contributions in the **one-year period preceding October 12, 2018 **(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 Tenant Service Industries, Inc. dba ATALIAN Global Services, (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: Tenant Service Industries, Inc. dba ATALIAN Global Services

Signed

Title: Contracts' Manager

Print Name: James H. Van Kirk

Date: October 12, 2018

Subscribed and sworn before me this 12 day of October 2018.

My Commission expires January 17, 2021

MAUREEN CHARRIER
NOTARY PUBLIC - STATE OF NEW YORK
NO. D164359B
QUALIFIED IN QUEENS COUNTY
COMMISSION EXPIRES JANUARY 17, 2021

**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-PAIR 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 committees, joint candidates committees, 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(g), (h) and (i).

<table>
<thead>
<tr>
<th>Steven Fulop for Mayor 2017</th>
<th>Mira Prinz-Arcy for Council</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lavario for Councilman</td>
<td>Friends of Richard Boggiano</td>
</tr>
<tr>
<td>Friends of Joyce Waterman</td>
<td>Michael Yun for Council</td>
</tr>
<tr>
<td>Friends of Daniel Rivera</td>
<td>Solónum for Council</td>
</tr>
<tr>
<td>Ridley for Council</td>
<td>Friends of Jeremiah Robinson</td>
</tr>
</tbody>
</table>

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
- [x] Corporation
- [ ] Sole Proprietorship
- [ ] Subchapter S-Corporation
- [ ] Limited Partnership
- [ ] Limited Liability Corporation
- [ ] Limited Liability Partnership

<table>
<thead>
<tr>
<th>Name of Stock or Shareholder</th>
<th>Home Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>ATALIAN Global Services, Inc.</td>
<td>417 Fifth Avenue, 9th Floor, New York, NY, 10016</td>
</tr>
</tbody>
</table>

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: ATALIAN Global Services, Inc.
Signature of Affiant: [Signature]
Title: Contracts Manager
Printed Name of Affiant: James H. Van Kirk
Date: October 12, 2018

Subscribed and sworn before me this 12 day of October, 2018.

My Commission expires: January 17, 2021

MAUREEN L. CARR
NOTARY PUBLIC - STATE OF NEW YORK
NO. 010683180
QUALIFIED IN QUEENS COUNTY
COMMISSION EXPIRES JANUARY 17, 2021
C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

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

This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.

Part I - Vendor Information

<table>
<thead>
<tr>
<th>Vendor Name:</th>
<th>Tempo Service Industries, Inc. dba ATALIAN Global Services</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address:</td>
<td>One Madison Street, Building D</td>
</tr>
<tr>
<td>City:</td>
<td>East Rutherford</td>
</tr>
<tr>
<td>State:</td>
<td>NJ</td>
</tr>
<tr>
<td>Zip:</td>
<td>07073</td>
</tr>
</tbody>
</table>

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the instructions accompanying this form.

Signature: James H. Van Kirk
Printed Name: Contracts' Manager

Part II - Contribution Disclosure

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

☐ Check here if disclosure is provided in electronic form.

<table>
<thead>
<tr>
<th>Contributor Name</th>
<th>Recipient Name</th>
<th>Date</th>
<th>Dollar Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>NONE</td>
<td></td>
<td></td>
<td>$</td>
</tr>
</tbody>
</table>

☐ Check here if the information is continued on subsequent page(s)
RESOLUTION AUTHORIZING THE RENEWAL OF AN OPEN END CONTRACT WITH GARDEN STATE BUILDING SUPPLY COMPANY FOR LUMBER AND ASSORTED MATERIALS FOR THE DEPARTMENT OF PUBLIC WORKS / DIVISION OF BUILDINGS AND STREET MAINTENANCE

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, Resolution No. 17-046, approved on January 25, 2017, awarded a one-year contract in the amount of $253,789.74 to Garden State Building Supply Company for lumber and assorted materials for the City of Jersey City (City), Department of Public Works / Division of Buildings and Street Maintenance; and

WHEREAS, the bid specifications provided the City with options to renew the contract for up to two additional one year periods with the renewal contract price being the preceding year’s contract price as adjusted according to the Federal Consumer Price Index published by the Bureau of Labor Statistics; and

WHEREAS, Resolution No. 18-145, approved on February 14, 2018, exercised the first option to renew for a total contract amount of $253,789.74; and

WHEREAS, pursuant to N.J.S.A. 40A:11-15, “the City desires to exercise the final option and renew the contract for an additional one-year period effective as of January 26, 2019 and ending on January 25, 2020; and

WHEREAS, the contractor has been performing the services in an effective and efficient manner; and

WHEREAS, the total cost of the contract renewal is $253,789.74; and

WHEREAS, funds in the amount of $20,000.00 are available in the Division of Buildings Maintenance Operating Account No. 19-01-201-26-291-211; and

WHEREAS, pursuant to N.J.A.C. 5:30-5.5(c) (2), the balance of the contract funds will be encumbered in the 2019 calendar year temporary and permanent budgets and in the subsequent fiscal year budget.

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

1) The Mayor or Business Administrator is authorized to renew the agreement with Garden State Building Supply Company for lumber and assorted materials for the City of Jersey City (City), Department of Public Works Division of Buildings and Street Maintenance;

2) The renewal contract is for a one-year period effective as of January 26, 2019, and the total cost of the contract shall not exceed $253,789.74;

3) Upon certification by an official or employee of the City authorized to attest that the contractor has complied with the specifications in all respects, and the requirements of the contract met, then payment to the contractor shall be made in accordance with the provisions of the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et seq.

(Continued on Page 2)
RESOLUTION AUTHORIZING THE RENEWAL OF AN OPEN END CONTRACT WITH GARDEN STATE BUILDING SUPPLY COMPANY FOR LUMBER AND ASSORTED MATERIALS FOR THE DEPARTMENT OF PUBLIC WORKS / DIVISION OF BUILDINGS AND STREET MAINTENANCE

Donna Mauer, as Chief Financial Officer, hereby certify that these funds are available for this expenditure in Buildings and Street Maintenance Operating Account No. 19-01-201-26-291-211 for payment of the above resolution.

Requisition # 0146738

Purchase Order # 132046

January 4, 2019

APPROVED:
Patrick G. Stamft, DPW Director

APPROVED:
Business Administrator

APPROVED AS TO LEGAL FORM
Corporation Counsel

Record of Council Vote on Final Passage

<table>
<thead>
<tr>
<th>COUNCILPERSON</th>
<th>AYE</th>
<th>NAY</th>
<th>N.V.</th>
<th>COUNCILPERSON</th>
<th>AYE</th>
<th>NAY</th>
<th>N.V.</th>
<th>COUNCILPERSON</th>
<th>AYE</th>
<th>NAY</th>
<th>N.V.</th>
</tr>
</thead>
<tbody>
<tr>
<td>RIDLEY</td>
<td>✓</td>
<td></td>
<td></td>
<td>FRINZ-AREY</td>
<td>✓</td>
<td></td>
<td></td>
<td>BOGGIANO</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>YUN</td>
<td></td>
<td></td>
<td></td>
<td>SOLOMON</td>
<td></td>
<td></td>
<td></td>
<td>WATERMAN</td>
<td>✓</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>✓</td>
<td></td>
<td></td>
<td>ROBINSON</td>
<td>✓</td>
<td></td>
<td></td>
<td>LAVARRO, PRES</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

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

Rolando V. Lavarro, Jr., President of Council

Robert Byrne, City Clerk
**RESOLUTION FACT SHEET - CONTRACT AWARD**

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

**Full Title of Ordinance/Resolution**

RESOLUTION AUTHORIZING THE RENEWAL OF AN OPEN END CONTRACT WITH GARDEN STATE BUILDING SUPPLY COMPANY FOR LUMBER AND ASSORTED MATERIALS FOR THE DEPARTMENT OF PUBLIC WORKS / DIVISION OF BUILDINGS AND STREET MAINTENANCE

**Project Manager**

<table>
<thead>
<tr>
<th>Department/Division</th>
<th>DPW</th>
<th>Buildings and Street Maintenance</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name/Title</td>
<td>Douglas Carlucci</td>
<td>Director</td>
</tr>
<tr>
<td>Phone/email</td>
<td>201-547-4432</td>
<td><a href="mailto:DCarlucci@icnj.org">DCarlucci@icnj.org</a></td>
</tr>
</tbody>
</table>

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 lumber and assorted materials.
- Seventy two (72) items see attached list.
- Includes plywood, pressured treated lumber, dry wall screws, nails, sandpaper, etc.
- Open end contract.
- DPW spent about $150,000.00 in the previous contract.

**Cost (Identify all sources and amounts)**

| 01-201-26-291-211 (Buildings Operating) | Total Renewal Amount = $253,789.74 |
|                                        | Temporary Amount = $20,000.00 |

**Contract term (include all proposed renewals)**

01/26/19 to 01/25/20
This is the final option to renew.

**Type of award**

Contract Renewal – Public Bid

**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
BID SPECIFICATIONS FOR LUMBER AND ASSORTED MATERIALS

BID PROPOSAL/DOCUMENTS

LUMBER AND ASSORTED MATERIALS
DPW/DIVISION OF BUILDINGS & STREET MAINTENANCE

This contract will be awarded as an open-end contract. The minimum and the maximum quantities for each item are as stated below. Vendor will bid on the maximum quantities.

<table>
<thead>
<tr>
<th>ITEM</th>
<th>QUANTITY</th>
<th>DESCRIPTION</th>
<th>UNIT AMOUNT</th>
<th>EXTENDED AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>0-500 cu.</td>
<td>Sheets of 4' X 8' X 3/16&quot; Plywood, (Good One Side), AC Fir, Agency Certified</td>
<td>9.75</td>
<td>19,850.00</td>
</tr>
<tr>
<td>2</td>
<td>0-500 cu.</td>
<td>Sheets of 4' X 8' X 1/2&quot; Plywood, (Good One Side), AC Fir, Agency Certified</td>
<td>34.37</td>
<td>17,185.00</td>
</tr>
<tr>
<td>3</td>
<td>0-300 cu.</td>
<td>Sheets of 4' X 8' X 3/8&quot; Plywood, (Good One Side), AC Fir, Agency Certified</td>
<td>35.60</td>
<td>10,680.00</td>
</tr>
<tr>
<td>4</td>
<td>0-300 cu.</td>
<td>Sheets of 4' X 8' X 1/2&quot; Plywood, (Good One Side), AC Fir, Agency Certified</td>
<td>25.95</td>
<td>7,785.00</td>
</tr>
<tr>
<td>5</td>
<td>0-200 cu.</td>
<td>Sheets of 4' X 8' X 3/8&quot; Plywood, (Good One Side), AC Fir, Agency Certified</td>
<td>9.99</td>
<td>1998.00</td>
</tr>
<tr>
<td>6</td>
<td>0-500 cu.</td>
<td>Pieces of 2&quot; X 6&quot; X 16' Fir, Grade # A</td>
<td>9.55</td>
<td>4775.00</td>
</tr>
<tr>
<td>7</td>
<td>0-500 cu.</td>
<td>Pieces of 2&quot; X 12&quot; X 16' Fir, Grade # A</td>
<td>11.42</td>
<td>11410.00</td>
</tr>
<tr>
<td>8</td>
<td>0-300 cu.</td>
<td>Pieces of 2&quot; X 12&quot; X 16' - Pressured Treated Lumber</td>
<td>23.64</td>
<td>7092.00</td>
</tr>
<tr>
<td>9</td>
<td>0-300 cu.</td>
<td>Pieces of 2&quot; X 4&quot; X 16' - Pressured Treated Lumber</td>
<td>7.75</td>
<td>2712.50</td>
</tr>
<tr>
<td>10</td>
<td>0-1,000 cu.</td>
<td>Sheets of 4' X 8' X 3/4&quot; Plyoscore</td>
<td>23.19</td>
<td>23,190.00</td>
</tr>
<tr>
<td>11</td>
<td>0-300 cu.</td>
<td>Pieces of 1&quot; X 12&quot; X 16' - Finger Joint Pine, Grade # A</td>
<td>59.56</td>
<td>11,868.00</td>
</tr>
<tr>
<td>12</td>
<td>0-300 cu.</td>
<td>Pieces of 5/4&quot; X 12&quot; X 16' - Finger Joint Pine, Grade # A</td>
<td>49.45</td>
<td>14,835.00</td>
</tr>
</tbody>
</table>

GARDEN STATE BUILDING SUPPLY
<table>
<thead>
<tr>
<th>ITEM</th>
<th>QUANTITY</th>
<th>DESCRIPTION</th>
<th>UNIT AMOUNT</th>
<th>EXTENDED AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>13</td>
<td>0 - 400 ea.</td>
<td>Pieces of 1&quot; X 4&quot; X 16&quot; - Finger Joint Plugs, Grade A</td>
<td>9.67 ea.</td>
<td>3918.00</td>
</tr>
<tr>
<td>14</td>
<td>0 - 300 ea.</td>
<td>Pieces of 4&quot; X 8&quot; X ½&quot; - Sheetrock</td>
<td>9.67 ea.</td>
<td>2971.00</td>
</tr>
<tr>
<td>15</td>
<td>6 - 100 ea.</td>
<td>Pieces of 4&quot; X 8&quot; X ½&quot; - Sheetrock</td>
<td>9.57 ea.</td>
<td>957.00</td>
</tr>
<tr>
<td>16</td>
<td>0 - 200 ea.</td>
<td>Pieces of 1&quot; X 6&quot; X 16&quot; - Finger Joint Plugs, Grade A</td>
<td>16.41 ea.</td>
<td>5082.00</td>
</tr>
<tr>
<td>17</td>
<td>0 - 50 ea.</td>
<td>Sheets of 4&quot; X 8&quot; X ½&quot; - Tempered Masonite</td>
<td>10.27 ea.</td>
<td>513.50</td>
</tr>
<tr>
<td>18</td>
<td>0 - 50 ea.</td>
<td>Sheets of 4&quot; X 8&quot; X 1/8&quot; - Tempered Masonite</td>
<td>6.98 ea.</td>
<td>399.00</td>
</tr>
<tr>
<td>19</td>
<td>0 - 20 ea.</td>
<td>Boxes of 1 ½&quot; Drywall Screws, 50 pounds per box</td>
<td>35.00 ea.</td>
<td>780.00</td>
</tr>
<tr>
<td>20</td>
<td>0 - 20 ea.</td>
<td>Boxes of 2&quot; Drywall Screws, 50 pounds per box</td>
<td>35.40 ea.</td>
<td>708.00</td>
</tr>
<tr>
<td>21</td>
<td>0 - 20 ea.</td>
<td>Boxes of 2 ½&quot; Drywall Screws, 50 pounds per box</td>
<td>34.56 ea.</td>
<td>691.20</td>
</tr>
<tr>
<td>22</td>
<td>0 - 20 ea.</td>
<td>Boxes of 3&quot; Drywall Screws, 50 pounds per box</td>
<td>30.79 ea.</td>
<td>615.80</td>
</tr>
<tr>
<td>23</td>
<td>0 - 30 ea.</td>
<td>Boxes of 1 5/8&quot; Drywall Screws, 50 pounds per box</td>
<td>33.95 ea.</td>
<td>1018.50</td>
</tr>
<tr>
<td>24</td>
<td>0 - 30 ea.</td>
<td>Parker Door Checks, Universal, Two-Valve, Aluminum Finish, for Right &amp; Left Hand Doors, Model 1854-AL or (Approved Equal)</td>
<td>48.50 ea.</td>
<td>1455.00</td>
</tr>
<tr>
<td>25</td>
<td>0 - 10 ea.</td>
<td>4&quot; x 4&quot; Hinge, Brand: National, Full Mortise, One pair with Screws, non-rising pin, satin brass finish, Model #12-143-040 or (Approved Equal)</td>
<td>3.21 ea.</td>
<td>32.10</td>
</tr>
<tr>
<td>26</td>
<td>0 - 50 ea.</td>
<td>3 ⅛&quot; x 3 1/2&quot; Door Hinges, Brand: Stanley, Steel Satin Brass Plated, Model #08-2100 or (Approved Equal)</td>
<td>2.77 ea.</td>
<td>113.50</td>
</tr>
<tr>
<td>ITEM</td>
<td>QUANTITY</td>
<td>DESCRIPTION</td>
<td>UNIT AMOUNT</td>
<td>EXTENDED AMOUNT</td>
</tr>
<tr>
<td>------</td>
<td>----------</td>
<td>-------------</td>
<td>-------------</td>
<td>----------------</td>
</tr>
<tr>
<td>28</td>
<td>0 - 50 ea.</td>
<td>Parker Entry Locks, Stainless Steel 2 3/4&quot; Backset, Schlage &quot;C&quot; Keyway, Model #UL3910A-32KD or (Approved Equal)</td>
<td>$32.50</td>
<td>$1,625.00</td>
</tr>
<tr>
<td>29</td>
<td>0 - 100 ea.</td>
<td>Parker Dead Bolt Locks, Stainless Steel, 2 3/8&quot; Backset, Schlage &quot;C&quot; Keyway, Model #92161 SSKD or (Approved Equal)</td>
<td>$23.85</td>
<td>$2,385.00</td>
</tr>
<tr>
<td>30</td>
<td>0 - 20 ea.</td>
<td>Parker Restroom Locks, Stainless Steel, 2 3/8&quot; Backset, Schlage &quot;C&quot; Keyway, Ball Knob Privacy Set, Model #B9160D 32 or (Approved Equal)</td>
<td>$28.65</td>
<td>$57.30</td>
</tr>
<tr>
<td>31</td>
<td>0 - 20 ea.</td>
<td>Parker Storage Locks, Stainless Steel, 2 3/4&quot; Backset, Schlage &quot;C&quot; Keyway, Ball Knob Stowaway Set, Model #B9160D 32 or (Approved Equal)</td>
<td>$32.50</td>
<td>$65.00</td>
</tr>
<tr>
<td>32</td>
<td>0 - 100 boxes</td>
<td>Cross Ties, Deon DXL115, Flat White 650, 2 X 1&quot;, 75 pc. Per box, Model #239296</td>
<td>$65.55</td>
<td>$655.00</td>
</tr>
<tr>
<td>33</td>
<td>0 - 500 cases</td>
<td>2&quot; X 4&quot; X 3/8&quot; xams., Cutting Tile, 10 tile per box, Model #923282Textured</td>
<td>$61.98</td>
<td>$619.80</td>
</tr>
<tr>
<td>34</td>
<td>0 - 100 boxes</td>
<td>Fawn Beige Ceramic Tile, 4&quot; X 4&quot; 10 square feet per box, Model #798-44</td>
<td>$12.45</td>
<td>$1,245.00</td>
</tr>
<tr>
<td>35</td>
<td>0 - 40 boxes</td>
<td>Fawn Beige Bullnose Tile, 2&quot; X 6&quot;, 60 Linear feet per box, Model #798-44</td>
<td>$59.00</td>
<td>$2,360.00</td>
</tr>
<tr>
<td>36</td>
<td>0 - 50 boxes</td>
<td>Beige Ceramic Floor Tile, 2&quot; X 2&quot;, 24 square feet per box, Model #A-602</td>
<td>$82.50</td>
<td>$4,125.00</td>
</tr>
<tr>
<td>37</td>
<td>0 - 20 ea.</td>
<td>Five Gallons Cans of Adhesive For Ceramic Tile</td>
<td>$38.86</td>
<td>$777.20</td>
</tr>
<tr>
<td>38</td>
<td>0 - 20 boxes</td>
<td>16 Penny Common Nails, (50 lbs. per box)</td>
<td>$37.90</td>
<td>$758.00</td>
</tr>
<tr>
<td>39</td>
<td>0 - 20 boxes</td>
<td>16 Penny Common Nails, (50 lbs. per box)</td>
<td>$37.90</td>
<td>$758.00</td>
</tr>
<tr>
<td>40</td>
<td>0 - 10 boxes</td>
<td>6 Penny Common Nails, (50 lbs. per box)</td>
<td>$37.90</td>
<td>$379.00</td>
</tr>
<tr>
<td>41</td>
<td>0 - 20 boxes</td>
<td>46 Coated Box Nails, (50 lbs. per box)</td>
<td>$69.65</td>
<td>$1,393.00</td>
</tr>
<tr>
<td>42</td>
<td>0 - 40 ea.</td>
<td>Solid Core Birch Doors, 36&quot; X 80&quot;</td>
<td>$85.00</td>
<td>$3,400.00</td>
</tr>
<tr>
<td>43</td>
<td>0 - 40 ea.</td>
<td>Solid Core Birch Doors, 32&quot; X 80&quot;</td>
<td>$85.00</td>
<td>$3,400.00</td>
</tr>
<tr>
<td>ITEM</td>
<td>QUANTITY</td>
<td>DESCRIPTION</td>
<td>UNIT AMOUNT</td>
<td>EXTENDED AMOUNT</td>
</tr>
<tr>
<td>------</td>
<td>----------</td>
<td>-------------</td>
<td>-------------</td>
<td>-----------------</td>
</tr>
<tr>
<td>44</td>
<td>9 - 10</td>
<td>G.E. Clear Silicone Caulking, Twelve tubes per case, 18.4 ounce Tubes, Model #GE5000 or (Approved Equal)</td>
<td>42.50</td>
<td>425.00</td>
</tr>
<tr>
<td>45</td>
<td>0 - 50</td>
<td>Sheets of Formica, (Walnut)</td>
<td>55.99</td>
<td>3349.00</td>
</tr>
<tr>
<td>46</td>
<td>0 - 24</td>
<td>One Gallon Case of Formica Glue, (Flammable)</td>
<td>24.80</td>
<td>595.20</td>
</tr>
<tr>
<td>47</td>
<td>0 - 24</td>
<td>One Gallon Jugs of All Carpenters' Wood Glue</td>
<td>23.50</td>
<td>561.00</td>
</tr>
<tr>
<td>48</td>
<td>0 - 50</td>
<td>Sheets of 4' X 8' X 1/8&quot; Clear Plexiglass</td>
<td>90.85</td>
<td>4542.50</td>
</tr>
<tr>
<td>49</td>
<td>0 - 50</td>
<td>Sheets 4' X 8' X 3/16&quot; Clear Plexiglass</td>
<td>79.87</td>
<td>3993.50</td>
</tr>
<tr>
<td>50</td>
<td>0 - 59</td>
<td>Sheets of 4' X 8' X 1/8&quot; Clear Plexiglass</td>
<td>49.15</td>
<td>2451.50</td>
</tr>
<tr>
<td>51</td>
<td>0 - 250</td>
<td>12&quot; X 12&quot; X 1/4&quot; Floor Tile, Beige, (45 Square feet per box)</td>
<td>46.00</td>
<td>9210.00</td>
</tr>
<tr>
<td>52</td>
<td>0 - 250</td>
<td>12&quot; X 12&quot; X 1/4&quot; Floor Tile, Gray, (45 Square feet per box)</td>
<td>46.00</td>
<td>9210.00</td>
</tr>
<tr>
<td>53</td>
<td>0 - 59</td>
<td>3 1/2 Gallons Can of Oil Glue</td>
<td>79.78</td>
<td>1909.00</td>
</tr>
<tr>
<td>54</td>
<td>0 - 26</td>
<td>Stone Tire Wire, #18 Gauge</td>
<td>2.93</td>
<td>59.90</td>
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<tr>
<td>55</td>
<td>0 - 50</td>
<td>Parker Passage Locks, 2 1/2&quot; Backset, Schlage &quot;C&quot; Keyway, Ball Knob Passage Set, Model #8916ON32 or (Approved Equal)</td>
<td>27.85</td>
<td>1392.50</td>
</tr>
<tr>
<td>56</td>
<td>0 - 4</td>
<td>60 Grit Sandpaper</td>
<td>6.50</td>
<td>26.00</td>
</tr>
<tr>
<td>57</td>
<td>0 - 4</td>
<td>80 Grit Sandpaper</td>
<td>6.50</td>
<td>26.00</td>
</tr>
<tr>
<td>58</td>
<td>0 - 4</td>
<td>60 Grit Sanding Belts, 3&quot; X 24&quot;</td>
<td>14.38</td>
<td>57.52</td>
</tr>
<tr>
<td>59</td>
<td>0 - 4</td>
<td>80 Grit Sanding Belts, 3&quot; X 24&quot;</td>
<td>14.38</td>
<td>57.52</td>
</tr>
<tr>
<td>60</td>
<td>0 - 1</td>
<td>60 Grit 12&quot; Sanding Discs</td>
<td>24.50</td>
<td>36.50</td>
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<tr>
<td>61</td>
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<td>80 Grit 12&quot; Sanding Discs</td>
<td>24.50</td>
<td>36.50</td>
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<tr>
<td>62</td>
<td>0 - 2</td>
<td>Medium Sandpaper Sheets</td>
<td>24.50</td>
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<tr>
<td>63</td>
<td>0 - 2</td>
<td>Fine Sandpaper Sheets</td>
<td>18.95</td>
<td>37.90</td>
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<tr>
<td>64</td>
<td>0 - 2</td>
<td>5 Penny Finished Nails, 50lbs. per case</td>
<td>67.80</td>
<td>135.60</td>
</tr>
</tbody>
</table>

**Garden State Building Supply**

Page 10
### City of Jersey City

**Building Materials 2017**

<table>
<thead>
<tr>
<th>ITEM</th>
<th>QUANTITY</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>MINIMUM &amp; MAXIMUM</td>
</tr>
<tr>
<td>65</td>
<td>0 - 2 cases</td>
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<tr>
<td>66</td>
<td>0 - 2 cases</td>
</tr>
<tr>
<td>67</td>
<td>0 - 2 cases</td>
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<tr>
<td>68</td>
<td>0 - 1 cases</td>
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<tr>
<td>69</td>
<td>0 - 1 cases</td>
</tr>
<tr>
<td>70</td>
<td>0 - 200 pcs.</td>
</tr>
<tr>
<td>71</td>
<td>0 - 200 pcs.</td>
</tr>
<tr>
<td>72</td>
<td>0 - 100 pcs.</td>
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</table>

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
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<th>EXTENDED AMOUNT</th>
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</thead>
<tbody>
<tr>
<td>4 Penny Finished Nails, 50 lbs. per case</td>
<td>6.00</td>
<td>12.00</td>
</tr>
<tr>
<td>6 Penny Finished Nails, 50 lbs. per case</td>
<td>6.00</td>
<td>12.00</td>
</tr>
<tr>
<td>10 Penny Finished Nails, 50 lbs. per case</td>
<td>6.00</td>
<td>12.00</td>
</tr>
<tr>
<td>1&quot; Brand Nails</td>
<td>4.95</td>
<td>4.95</td>
</tr>
<tr>
<td>1/4&quot; Brad Nails</td>
<td>4.95</td>
<td>4.95</td>
</tr>
<tr>
<td>2&quot; X 4&quot; X 10&quot; Metal Studs</td>
<td>3.40</td>
<td>6.80</td>
</tr>
<tr>
<td>2&quot; X 4&quot; X 8&quot; Metal Studs</td>
<td>2.95</td>
<td>5.90</td>
</tr>
<tr>
<td>2&quot; X 4&quot; X 10&quot; Metal Tracks</td>
<td>3.30</td>
<td>6.60</td>
</tr>
</tbody>
</table>

**Note:** This contract will be awarded as an open-end contract. The minimum and maximum quantities for each item are as stated. If zero is the minimum, the City is not obligated to order any quantities of that item during the contract term. A specific number is stated for a minimum, then the City is obligated to purchase whatever that quantity is. Regardless of what the minimum quantity is set at, the vendor is still required to fill any order that the City places during the contract term until the maximum quantity is reached. The term of the contract is one year.

**GRAND TOTAL PRICE ITEMS 1 THROUGH 72**

The City will use the grand total price calculated by using the maximum quantities stated for items 1 through 72. The supplier shall be paid based on minimum and maximum quantities used; however, it shall not exceed the maximum quantity without prior issuance of a change order.

The contract will be awarded based on the grand total amount for items 1 through 72. If the grand total price is found to have been incorrectly computed, change will be made in any and all unit prices so as to attain conformity with the grand total price before award is made.

Pursuant to N.J.S.A. 40A:11-15, the City shall have the option to renew the contract for up to two additional one year terms. The City shall notify the vendor whether or not it will be renewing the contract 45 days before the expiration date of the contract. If the City exercises its option to renew the contract, the vendor must accept the contract renewal. The renewal contract price shall be based upon the price of the original contract as cumulatively adjusted pursuant to any previous adjustment or extension and shall not exceed the change in the Index Rate for the twelve (12) months preceding the most recent quarterly calculation available at the time that the contract is renewed. The Index Rate means the rate of annual percentage increase, rounded to the nearest half-percent, in the Implicit Price Deflator for State and Local Government Purchase of Goods and Services, computed and published quarterly by the United States Department of Commerce, Bureau of Economic Analysis.
RESOLUTION AUTHORIZING THE RENEWAL OF AN OPEN END CONTRACT WITH GARDEN STATE BUILDING SUPPLY COMPANY FOR LUMBER AND ASSORTED MATERIALS FOR THE DEPARTMENT OF PUBLIC WORKS / DIVISION OF BUILDINGS AND STREET MAINTENANCE

OF BUILDINGS AND STREET MAINTENANCE

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, Resolution No. 17-046, approved on January 25, 2017, awarded a one-year contract in the amount of $253,789.74 to Garden State Building Supply Company for lumber and assorted materials for the City of Jersey City (City), Department of Public Works / Division of Buildings and Street Maintenance; and

WHEREAS, the bid specifications provided the City with options to renew the contract for up to two additional one-year periods with the renewal contract price being the preceding year's contract price as adjusted according to the Federal Consumer Price Index published by the Bureau of Labor Statistics; and

WHEREAS, pursuant to N.J.S.A. 40A:11-15, the City desires to exercise the first option and renew the contract for an additional one-year period effective as of January 26, 2018 and ending on January 25, 2019; and

WHEREAS, the contractor has been performing the services in an effective and efficient manner; and

WHEREAS, the total cost of the contract renewal is $253,789.74; and

WHEREAS, funds in the amount of $20,000.00 are available in the Division of Buildings Maintenance Operating Account No. 18-01-281-26-391-711; and

WHEREAS, pursuant to N.J.A.C. 5:30-5.5(c) (2), the balance of the contract funds will be encumbered in the 2018 calendar year temporary and permanent budgets and in the subsequent fiscal year budget.

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

1) The Mayor or Business Administrator is authorized to renew the agreement with Garden State Building Supply Company for lumber and assorted materials for the City of Jersey City (City), Department of Public Works Division of Buildings and Street Maintenance;

2) The renewal contract is for a one-year period effective as of January 26, 2018, and the total cost of the contract shall not exceed $253,789.74;

3) Upon certification by an official or employee of the City authorized to attest that the contractor has complied with the specifications in all respects, and the requirements of the contract met, then payment to the contractor shall be made in accordance with the provisions of the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et seq.

(Continued on Page 2)
RESOLUTION AUTHORIZING THE RENEWAL OF AN OPEN END CONTRACT WITH GARDEN STATE BUILDING SUPPLY COMPANY FOR LUMBER AND ASSORTED MATERIALS FOR THE DEPARTMENT OF PUBLIC WORKS / DIVISION OF BUILDINGS AND STREET MAINTENANCE

I, Donna Mauer, as Chief Financial Officer, hereby certify that funds are available for this expenditure in Buildings and Street Maintenance Operating Account No. 18-01-201-26-291-211 for payment of the above resolution.

Requisition # 0182302.

Purchase Order # 127935

January 24, 2018

APPORVED AS TO LEGAL FORM

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 2-14-18

Y = AYE  N = NAY  M.V. = MEASURED VOTE

<table>
<thead>
<tr>
<th>COUNCILPERSON</th>
<th>AYE</th>
<th>NAY</th>
<th>M.V.</th>
<th>COUNCILPERSON</th>
<th>AYE</th>
<th>NAY</th>
<th>M.V.</th>
<th>COUNCILPERSON</th>
<th>AYE</th>
<th>NAY</th>
<th>M.V.</th>
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<tbody>
<tr>
<td>RILEY</td>
<td>✓</td>
<td></td>
<td></td>
<td>PRINZAREY</td>
<td>✓</td>
<td></td>
<td></td>
<td>BOGGIANO</td>
<td>✓</td>
<td></td>
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<tr>
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<td></td>
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<td>✓</td>
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</tr>
</tbody>
</table>

✓ Indicates Vote

N.V. - Not Voting (Abstain)

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

[Signed]

Rohan M. Lavino, Jr., President of Council

Robert Byrne, City Clerk
RESOLUTION AUTHORIZING THE AWARD OF AN OPEN-END CONTRACT TO GARDEN STATE BUILDING SUPPLY COMPANY FOR LUMBER AND ASSORTED MATERIALS FOR THE DEPARTMENT OF PUBLIC WORKS/DIVISION OF BUILDINGS AND STREET MAINTENANCE

COUNCIL
offered and moved adoption of the following Resolution:

WHEREAS, the City of Jersey City advertised for the receipt of bids on December 20, 2016 for Lumber and Assorted Materials for the Department of Public Works/Division of Buildings & Street Maintenance; and

WHEREAS, this contract was bid as a one-year (1) open-end contract, the minimum and maximum quantities for Seventy Two (72) items as contained in the Bid Specifications and the unit cost prices are set forth in the bidder’s proposal; and

WHEREAS, the Purchasing Agent certified that he considers the bid of $253,789.74 submitted by Garden State Building Supply Company to be fair and reasonable; and

WHEREAS, the sum of Two Hundred Fifty Three Thousand, Seven Hundred Eighty Nine (253,789.74) Dollars and Seventy Four cents, will be budgeted for in the 2017 budget; and

WHEREAS, the sum of Twenty Thousand $20,000.00 is available in Operating Account No. 01-20-1-5-201-211;

NOW, THEREFORE, be it resolved by the Municipal Council of the City of Jersey City that:

1. The Mayor or Business Administrator is authorized to execute an agreement with Garden State Building Supply Company for the Department of Public Works/Division of Buildings and Street Maintenance;

2. This contract is awarded as a one-year (1) open-end contract. The City reserves the right to extend the contract for up to Two (2) additional one-year terms pursuant to specifications and bids therein;

3. The minimum and maximum quantities for Seventy Two (72) items are as contained in Bid Specifications and the unit cost prices are set forth in the bidder’s proposal;

4. The Chief Financial Officer shall prepare and execute certificates of available funds as orders are made during the term of the contract;

5. Upon certification by an official or employee of the City authorized to attest that the contractor has complied with specifications in all respects, and the requirements of the contract met, then payment to the contractor shall be made in accordance with the provisions of the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et seq.; and

(continued on Page 2)
RESOLUTION AUTHORIZING THE AWARD OF AN OPEN-END CONTRACT TO GARDEN STATE BUILDING SUPPLY COMPANY FOR LUMBER AND ASSORTED MATERIALS FOR THE DEPARTMENT OF PUBLIC WORKS/DIVISION OF BUILDINGS AND STREET MAINTENANCE

6. The award of this contract shall be subject to the condition that the contractor provide satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et seq.

[Signature] (Donna Mauer), Chief Financial Officer, certify that there are sufficient funds available for the payment of the above resolution in Account shown below.

Department of Public Works/Division of Buildings and Street Maintenance

<table>
<thead>
<tr>
<th>Account #</th>
<th>P.O. #</th>
<th>Temp. Ensemb.</th>
<th>Amount</th>
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<tr>
<td>01-281-36-291-111</td>
<td>123594</td>
<td>TOTAL CONTRACT</td>
<td>$253,789.74</td>
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</tbody>
</table>

Approved by

Peter Tolnado, Director of Purchasing

1/13/17

APPROVED: ___________________________ APPROVED AS TO LEGAL FORM

APPROVED: ___________________________

Counsellor Counsel

Certification Required X

Not Required

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 1-25-17

<table>
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<tr>
<th>COUNCILPERSON</th>
<th>AYE</th>
<th>NAY</th>
<th>N.V.</th>
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<th>AYE</th>
<th>NAY</th>
<th>N.V.</th>
<th>COUNCILPERSON</th>
<th>AYE</th>
<th>NAY</th>
<th>N.V.</th>
</tr>
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<tbody>
<tr>
<td>GAIRWOO</td>
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<td></td>
<td>✓</td>
<td>YUN</td>
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<td></td>
<td>✓</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>GARDEN</td>
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<td></td>
<td></td>
<td>ROBINSON</td>
<td>✓</td>
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<td>RIVERA</td>
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<tr>
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<td>O'BRIEN</td>
<td></td>
<td></td>
<td></td>
<td>WATERMAN</td>
<td>✓</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

[Signature] Francis X. LaVane, Jr., President of Council

[Signature] Robert Ryan, City Clerk
Questions in reference to EEO/AA Requirements For Goods, Professional Services and General Service Contracts should be directed to:

Jeana F. Abuan  
Spvg. Adm. Analyst, Public Agency Compliance Officer  
Department of Administration  
Office of Tax Abatement & Compliance  
13-15 Linden Avenue East  
Jersey City NJ 07305  
Tel. #201-547-4538  
E-mail Address: abuanJ@jcuj.org
EXHIBIT A
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
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 their company's receipt, knowledge and commitment to comply with:

EXHIBIT A
N.J.S.A. 19:5-31 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. 19:5-31 and N.J.A.C. 17:27.

Representative's Name/Title (Print): John Kugler
Representative's Signature: [Signature]
Name of Company: Garden State Building Supply
Tel. No.: 708-406-9110 Date: 12/28/18

GARDEN STATE BUILDING SUPPLY
APPENDIX A  
AMERICANS WITH DISABILITIES ACT OF 1990 
Equal Opportunity for Individuals with Disability

The contractor and the ___________________(hereafter “owner”) do hereby agree that the provisions of Title I of the Americans With Disabilities Act of 1990 (the “Act”) (42 U.S.C. §12101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature, arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all claims for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner’s grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

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

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

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

Representative’s Name/Title Print: ____________________________
Representative’s Signature: _________________________________
Name of Company: _________________________________________
Tel. No.: ____________________________ Date: ________________

GARDEN STATE BUILDING SUPPLY
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: Garden State Building Supply
Address: 2420 Dr. Martin Luther King Ave, Lincoln, NJ 07036
Telephone No.: 908-486-9110
Contact Name: John R. 99400

Please check applicable category:

- [ ] Minority Owned Business (MBE)
- [x] Minority & Woman Owned Business (MWBE)
- [ ] Woman Owned business (WBE)
- [ ] Neither

Definitions

Minority Business Enterprise

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

- African American: a person having origins in any of the black racial groups of Africa
- Hispanic: a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.
- Asian: a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.
- American Indian or Alaskan Native: a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

Woman Business Enterprise

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

OFFICE OF EQUAL OPPORTUNITY COPY
Minority/Woman Business Enterprise (MWBE) Questionnaire for Bidders

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

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

Business Name: Garden State Building Supply

Address: 2410 W Sigworth Ave Linde, NJ 07036

Telephone No.: 908-496-9110

Contact Name: John Ruggiero

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 women 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. ______________________

NAME OF FACILITY: Garden State Building

DATES OF PAYROLL PERIOD USED: FROM ___________ TO ___________

Address     City     County     State     Zip Code

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<tr>
<th>JOB</th>
<th>TOTAL</th>
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<th>AM. INDIAN</th>
<th>ASIAN</th>
<th>NON-MIN.</th>
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<th>AM. INDIAN</th>
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<th>NON-MIN.</th>
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</tbody>
</table>

I certify that the information on this form is true and correct.

NAME OF PERSON COMPLETING FORM (Print or Type) ______________________
SIGNATURE ______________________
DATE SUBMITTED ___________

ADDRESS (NO. & STREET) ______________________ (CITY) ___________ (STATE) ___________ (ZIP) ______________________ PHONE (AREA CODE, NO., EXTENSION) ______________________
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. Frusalone
Director
New Jersey Division of Revenue

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

TAXPAYER NAME: GARDEN STATE BUILDING SUPPLY CORPORATION

ADDRESS: 2420 URBANOWITZ AVENUE
LINDEN, NJ 07036

EFFECTIVE DATE: 07/28/16

TRADE NAME: SEQUENCE NUMBER: 2061422

ISSUANCE DATE: 07/28/16
CERTIFICATE OF EMPLOYEE INFORMATION REPORT

INITIAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of 15-DEC-2016 to 15-DEC-2023.

GARDEN STATE BUILDING SUPPLY COMPANY
2420 URBANOWITZ AVE.
LINDEN, NJ 07036

FORD M. SCUDDER
State Treasurer
Sample Employee Information Report Form AA302

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

**EMPLOYEE INFORMATION REPORT**

**SECTION A - COMPANY IDENTIFICATION**

1. FED. NO. OR STATE REG. NUMBER
2. TYPE OF BUSINESS
   - [ ] RETAIL
   - [ ] MANUFACTURER
   - [ ] WHOLESALE
   - [ ] SERVICE

3. TOTAL NO. EMPLOYEES IN THE ENTIRE COMPANY

**Company Name**

Graden State Building Supply

4. STREET:
   - [ ] 2500 Mulberry Ave
   - [ ] Washington Ave

5. MAIN DIPARTMENT OR RELATED COMPANY (If none, leave blank)
   - [ ] CITY
   - [ ] STATE
   - [ ] ZIP CODE

6. CHECK ONE IN THE COMPANY:
   - [ ] SINGLE EMPLOYER/EMPLOYER
   - [ ] Multi-DIVISION EMPLOYER

7. IF MULTI-DIVISION EMPLOYER, SPECIFY THE NUMBER OF ESTABLISHMENTS IN AL

8. TOTAL NUMBER OF EMPLOYEES AT EACH ESTABLISHMENT WHICH HAS BEEN APPROVED THE CONTRACT

Official Use Only

Dated:

Mailing Address:

Employer Identification Number:

**SECTION B - EMPLOYMENT DATA**

11. Report all permanent, temporary and part-time employees ON YOUR OWN PAYROLL. Insert the appropriate figures on all lines and in all columns. Where there are no employees in a particular category, enter zeros. Include ALL employees, and just those in accordance with the categories. In column L. O, W. J. Yours (Employer) being.

<table>
<thead>
<tr>
<th>JOBS CATEGORIES</th>
<th>ALL EMPLOYEES</th>
<th>PERMANENT &amp; TEMPORARY EMPLOYEE BENCHMARK</th>
</tr>
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<tbody>
<tr>
<td>Official/Managers</td>
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<td>Professionals</td>
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<td>Executives</td>
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<td>Sales Workers</td>
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<td>Office/CLerical</td>
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<td>Craftworkers (Crafted)</td>
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<td>Other workers</td>
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<tr>
<td>Total</td>
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</tbody>
</table>

12. NOW REPORT EMPLOYMENT AS TO EACH ESTABLISHMENT WHICH IS AUTHORIZED

   [ ] As a result of this report

   [ ] As a result of a complaint

   [ ] As a result of an inspection

   [ ] Or any other activity

   [ ] WITHIN THE LAST 12 MONTHS

13. DATES OF PAYROLL (SHOWED UNDER)

   [ ] The last
   [ ] This
   [ ] The next

**SECTION C - PHYSICAL AND IDENTIFICATION**

16. NAME OF PERSON COMPLETING FORM OR TYPE:

   Signature:

   Title:

   Date:

   [ ] Yes
   [ ] No

17. ADDRESS No. STREET

   CITY

   STATE

   ZIP CODE
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 [Garden State Building Supply] (name of business entity) has not made any reportable contributions in the **one-year period preceding [date City Council awards contract]** (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 [bond approval date] (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: Garden State Building Supply

Signed: John Riggiero

Print Name: John Riggiero

Date: 12/28/18

Subscribed and sworn before me this 5 day of January, 2018.

My Commission expires:

[Stamp]

YESENIA VALLE
NOTARY PUBLIC
STATE OF NEW JERSEY
MY COMMISSION EXPIRES JULY 27, 2021

**Pursuant to Section 2 of Ordinance 08-128, no contributions or solicitation of contributions made prior to the effective date of 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 (t).

<table>
<thead>
<tr>
<th>Name of Affiant</th>
<th>Name of Affiant</th>
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<tbody>
<tr>
<td>Steven Fulop for Mayor 2017</td>
<td>Mira Prinz-Arcy for Council</td>
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<td>Lavaro for Councilman</td>
<td>Friends of Richard Boggiano</td>
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<tr>
<td>Friends of Joyce Watterman</td>
<td>Michael Yun for Council</td>
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<tr>
<td>Friends of Daniel Rivera</td>
<td>Solomon for Council</td>
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<tr>
<td>Ridley for Council</td>
<td>Friends of Jermaine Robinson</td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>Name of Stock or Shareholder</th>
<th>Home Address</th>
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Part 3 – Signature and Attestation:
The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity:

Signature of Affiant: 

Printed Name of Affiant: 

Date: 

Subscribed and sworn before me this day of

My Commission expires:

YESENIA VALE
NOTARY PUBLIC
STATE OF NEW JERSEY
MY COMMISSION EXPIRES JULY 27, 2021
C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

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

This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.

Part I - Vendor Information

| Vendor Name: | [Vendor Name] |
| Address:     | [Address] |
| City:        | [City] |

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

[Signature]

[Printed Name] [Title]

Part II - Contribution Disclosure

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

☐ Check here if disclosure is provided in electronic form.

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<th>Recipient Name</th>
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☐ Check here if the information is continued on subsequent page(s)
RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY
RENEWING THE AWARD OF A PROFESSIONAL SERVICES AGREEMENT TO
PEDIATRIC CONSULTANT DR. ORLANDO GONZALEZ OF LIFE*MOD, LLC

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION

WHEREAS, the City of Jersey City ("City") required the services of a physician to provide services in connection with the City Clinic under the auspices of the, Department of Health and Human Services ("Department"); and

WHEREAS, Resolution 18-327, approved on March 28, 2018, awarded a one year contract to Dr. Orlando Gonzalez of Life*MOD LLC to provide medical services in connection with the City Clinic effective January 1, 2018 through December 31, 2018; and

WHEREAS, NJ.S.A. 40A:11-15 limits the term of professional services contract to one year; and

WHEREAS, Dr. Orlando Gonzalez of Life*MOD LLC, License #25MA08481900, is a licensed physician and has been performing the services in an effective and efficient manner; and

WHEREAS, the City desires to renew the agreement with Dr. Gonzalez for one year effective January 1, 2019 through December 31, 2019; and

WHEREAS, these services qualify as professional services exempt from public bidding under the Local Public Contracts Law, NJ.S.A. 40A: 11-1 et seq.; and

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

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

WHEREAS, the total amount of this contract shall not exceed Thirty Thousand ($30,000.00) Dollars; and

WHEREAS, the Director of the Department of Health and Human Services has determined and certified in writing that the value of the contract exceeds $17,500.00; and

WHEREAS, pursuant to NJ.S.A. 19:44A-20.4 et seq., Dr. Gonzalez of Life*MOD LLC has completed and submitted a Business Entity Disclosure Certification which certifies that Dr. Gonzalez of Life*MOD LLC has not made any reportable contributions to a political or candidate committees listed on the Business entity Disclosure Certification in the previous one year, and that the contract will prohibit Dr. Gonzalez of Life*MOD LLC from making any reportable contributions through the term of the contract; and,

WHEREAS, Dr. Gonzalez of Life*MOD LLC has submitted a Chapter 271 Political Contribution Disclosure Certification at least 10 days prior to the award of this contract; and

WHEREAS, Dr. Gonzalez of Life*MOD LLC has submitted his Certification of Compliance with the City’s Contractor Pay-to-Play Reform Ordinance 08-128 adopted on September 3, 2008; and

WHEREAS, the funds in the amount of Five Thousand ($5,000.00) dollars are available in the Department’s Clinical Services Division operating current fund Account No. 01-201-27-333-312, and the additional funds in the amount of Twenty Five Thousand ($25,000) dollars will be made available in the calendar year 2019 temporary or permanent budgets.
RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY
RENEWING THE AWARD OF A PROFESSIONAL SERVICES AGREEMENT TO
PEDIATRIC CONSULTANT DR. ORLANDO GONZALEZ OF LIFE+MOD, LLC

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

1. The Mayor and/or Business Administrator is authorized to execute a professional services agreement with Dr. Orlando Gonzalez of Life+MOD LLC, in substantially the form attached, for providing physician services in connection with various health programs provided by the Department of Health and Human Services for a one year period effective as of January 1, 2019 through December 31, 2019, in an amount not to exceed $30,000.00;

2. This contract is awarded without competitive bidding as a professional services agreement under the Local Public Contracts Law, N.J.S.A. 40A: 11—5(1)(a)(i);

3. 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 its passage;

4. A copy of this Resolution shall be placed on file and be available for inspection in the Office of the City Clerk;

5. Pursuant to N.J.A.C. 5:30-5.5(a), the continuation of the contract after the expenditure of funds encumbered in the 2019 Calendar Year temporary budget, shall be subject to the availability and appropriation of sufficient funds in the 2019 Calendar Year permanent budget;

6. The award of this contact shall be subject to the condition that the contractor provide satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et seq; and

7. 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, Chief Financial Officer, hereby, certify that there are sufficient funds in the amount of $5,000.00 in DH&HS Health Division Operating Current Fund Account No. 01-201-27-333-312; P.O. #132305

APPROVED: ____________________________
Donna Mauer, Chief Financial Officer

APPROVED AS TO LEGAL FORM:

Business Administrator

Corporation Counsel

APPROVED: ____________________________
Robert Byrne, City Clerk

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 1.24.19

<table>
<thead>
<tr>
<th>COUNCILPERSON</th>
<th>AYE</th>
<th>NAY</th>
<th>N.V.</th>
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<tr>
<td>RIDLEY</td>
<td>✓</td>
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<tr>
<td>PRINZ-AREY</td>
<td>✓</td>
<td></td>
<td></td>
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<tr>
<td>SOGGIANO</td>
<td></td>
<td>✓</td>
<td></td>
</tr>
</tbody>
</table>

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

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

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 OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY
AUTHORIZING THE RENEWAL OF A PROFESSIONAL SERVICES AGREEMENT WITH DR. ORLANDO GONZALEZ OF LIFE*MOD LLC

Project Manager

<table>
<thead>
<tr>
<th>Department/Division</th>
<th>Health &amp; Human Services</th>
<th>Director’s Office</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name/Title</td>
<td>Stacey Flanagan</td>
<td>Director</td>
</tr>
<tr>
<td>Phone/email</td>
<td>201-547-6800</td>
<td><a href="mailto:sflanagan@jcnj.org">sflanagan@jcnj.org</a></td>
</tr>
</tbody>
</table>

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

This is a resolution authorizing the renewal of a contract with Dr. Gonzalez of Life*Mod LLC to conduct physician services at the City’s Clinic.

Cost (Identify all sources and amounts)  
Not to exceed $30,000

Contract term (include all proposed renewals)
Januaru 1, 2019 through December 31, 2019

Type of award  
Contract

If “Other Exception”, enter type

Additional Information

I certify that all the facts presented herein are accurate.

Signature of Department Director  
Date
<table>
<thead>
<tr>
<th><strong>STATE OF NEW JERSEY</strong></th>
</tr>
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<tbody>
<tr>
<td><strong>BUSINESS REGISTRATION CERTIFICATE</strong></td>
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</table>

<table>
<thead>
<tr>
<th><strong>Taxpayer Name:</strong></th>
<th>LIFE*MOD LIMITED LIABILITY COMPANY</th>
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</thead>
<tbody>
<tr>
<td><strong>Trade Name:</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Address:</strong></td>
<td>60 COLUMBUS DR 2ND FLOOR</td>
</tr>
<tr>
<td></td>
<td>JERSEY CITY, NJ 07302</td>
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<td><strong>Certificate Number:</strong></td>
<td>1951510</td>
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<td><strong>Effective Date:</strong></td>
<td>May 06, 2015</td>
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<tr>
<td><strong>Date of Issuance:</strong></td>
<td>March 07, 2018</td>
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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/acseury/contact_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): Orlando V. Gonzalez M.D. /Owner-Physician
Representative's Signature: [Signature]
Name of Company: Life+MD LLC
Tel. No.: 855-740-5433
Date: 10/9/18.
BUSINESS ENTITY DISCLOSURE CERTIFICATION
FOR NON-FAIR AND OPEN CONTRACTS
Required Pursuant To N.J.S.A. 19:44A-20.8
CITY OF JERSEY CITY

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

| Steven Fulop for Mayor 2017 | Mira Prinz-Arcy for Council |
| Lavazzo for Councilman | Friends of Richard Boggiano |
| Friends of Joyce Watterman | Michael Yun for Council |
| Friends of Daniel Rivera | Solomon for Council |
| Ridley for Council | Friends of Jermaine Robinson |

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

<table>
<thead>
<tr>
<th>Name of Stock or Shareholder</th>
<th>Home Address</th>
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Part 3 - Signature and Attestation:
The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: "LIFEMODS LLC"
Signature of Affiant: "Omar J. Gouveia" Title: "Owner/Physician"
Printed Name of Affiant: "Omar J. Gouveia" Date: 10/9/18

Subscribed and sworn before me this ___ day of __________, 20__.

My Commission expires: __________________________

(Witnessed or attested by) __________________________
(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 ____________ (name of business entity) has not made any reportable contributions in the **one-year period preceding _______________ (date City Council awards contract) that would be deemed to be violations of Section One of the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128 (attached hereto) and that would bar the award of this contract. I further certify that during the term of the contract ____________ (name of business entity) will not make any reportable contributions in violation of Ordinance 08-128.

PART II - Signature and Attestation

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

Name of Business Entity: ____________

Signed __________________________

Print Name: ____________

Title: ____________

Date: ____________

Subscribed and sworn before me this ____________ day of ____________, ____________. (Affiant)

My Commission expires:

(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.
C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM
Required Pursuant To N.J.S.A. 19:44A-20.26

This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.

Part I - Vendor Information

<table>
<thead>
<tr>
<th>Vendor Name:</th>
<th>Life Med LLC</th>
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</thead>
<tbody>
<tr>
<td>Address:</td>
<td>60 Columbus Dr. 2ND FLOOR</td>
</tr>
<tr>
<td>City:</td>
<td>Jersey City</td>
</tr>
<tr>
<td>State:</td>
<td>NJ</td>
</tr>
<tr>
<td>Zip:</td>
<td>07302</td>
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</tbody>
</table>

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

Signature:  

ORLANDO V. GONZALEZ MD  

Printed Name:  

Owner/Physician  

Part II - Contribution Disclosure

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

- [ ] Check here if disclosure is provided in electronic form.

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<thead>
<tr>
<th>Contributor Name</th>
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- [ ] Check here if the information is continued on subsequent page(s)
JERSEY CITY PREVENTIVE MEDICINE CLINIC
PHYSICIAN CONTRACT

Agreement made between the City of Jersey City, a Municipal Corporation organized and existing under the laws of the State of New Jersey, with its principal place of business at One Jackson Square, in the City of Jersey City, the County of Hudson and the State of New Jersey (herein referred to as the “City”) and Orlando V. Gonzalez, MD (herein referred to as the “Physician”), with his principal place of business at 60 Columbus Dr. 2nd Floor, in the City of Jersey City, the County of Hudson and the State of New Jersey.

RECITALS
1. City is a Municipal Corporation and in conduct of the Jersey City Preventive Medicine Clinic under the auspices of the Department of Health and Human Services. The program is housed at One Jackson Square. The program desires to have the following services performed by the Physician.
2. Physician agrees to perform these services for the City under the terms and conditions set forth in this contract.
3. Physician is duly licensed to practice his/her profession in the State of New Jersey.

I. NATURE OF WORK
The Physician will perform services with respect to all matters relating to or affecting the Jersey City Preventive Medicine Clinic.
1. Physical examination of men coming to the STD Clinic.
2. Obtaining urethral, rectal and throat specimens for testing.
3. Consult with patient regarding diagnosis of disease.
4. Treatment of all diagnosed STD patients and their partners.
5. Make appropriate referrals whenever necessary.
6. Shall oversee and supervise the nursing staff whenever necessary.
7. Shall work with and supervise the Nurse Practitioner.

II. TIME AND PLACE OF WORK
The Physician will be available by phone or email, Monday through Friday from 9:00am to 4:00pm. Office hours (dates and times) will be at discretion of Physician. Service to be at One Jackson Square, Jersey City, NJ. When Physician is away and unavailable, a designee, appointment by the Physician, will be available to the clinic by phone and/or email.

III. COMPENSATION
For all services rendered, under the terms of this agreement, the Physician shall be paid monthly; to cover January 1, 2019 to December 31, 2019, not to exceed $30,000. This shall also be the term of this contract.

IV. RELATIONSHIP OF PARTIES
The parties agree that the Physician and the relation created by this contract is that of employer and independent contractor. Physician is not an employee of the City, is not entitled to the benefits provided by employer to its employees, including but not limited to group insurance, pension plan, and workers’ compensation benefits. Physician may practice his/her services for others during those periods when Physician is not performing work under the contract for the City.
V. LIABILITY AND INSURANCE
The services to be rendered under this contract will be rendered entirely at the Physician's risk. Physician shall purchase and maintain at his/her expense such comprehensive professional or other liability insurance coverage. Physician also agrees to defend, hold City harmless and indemnify City for any liability or loss arising in any way out of the performance of the Contract.

VI. FACILITIES
City shall operate and maintain facilities and provide at its own cost supplies and equipment necessary and proper to the performance of the Physician's position.

VII. RECORDS AND FILES
All patient charts shall belong to and remain the property of the City. The Physician shall not be entitled to keep or reproduce City's records or charts related to any patient or subject of the STD Program unless that patient shall request specifically that his/her records be transmitted to the Physician.

VIII. MISCELLANEOUS
This agreement shall be interpreted and governed according to the laws of the State of New Jersey. Both parties may terminate this contract with a 30-day written notice of intent of termination.

NOW, IN WITNESS WHEREOF, The City has caused this Agreement to be signed by its duly authorized officers and its seal to be here affixed, and Physician has executed this agreement at ___________________________ on this day and year written.

____________________  ______________________  ______________________
CITY CLERK           BUSINESS ADMINISTRATOR          PHYSICIAN

____________________  ______________________
WITNESS               DIRECTOR
RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY RATIFYING THE AWARD OF A PROFESSIONAL SERVICES AGREEMENT TO PEDIATRIC CONSULTANT DR. ORLANDO GONZALEZ OF LIFE*MOD, LLC

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

WHEREAS, the City of Jersey City (City) requires the services of a disease prevention consultant to provide services in connection with the Disease Prevention Clinic under the auspices of the Department of Health and Human Services (Department); and

WHEREAS, Dr. Orlando Gonzalez of LIFE*MOD, LLC, License #25MA08481900, is a licensed physician and is qualified to perform the required services; and

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

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

WHEREAS, the contract period is from January 1, 2018 through December 31, 2018; and

WHEREAS, the total amount of this contract shall not exceed Fifteen Thousand ($15,000.00) Dollars; and

WHEREAS, the funds in the amount of One Thousand ($1,000.00) Dollars are available in the Department's Clinical Services Division operating current fund Account No. 1-201-27-333-312, and the additional amount of Fourteen Thousand ($14,000.00) Dollars will be made available in the calendar year 2018 temporary or permanent budgets.
RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY RATIFYING THE AWARD OF A PROFESSIONAL SERVICES AGREEMENT TO PEDIATRIC CONSULTANT DR. ORLANDO GONZALEZ OF LIFE*MOD, LLC

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 with Dr. Orlando Gonzalez, of LIFE*MOD, LLC, in substantially the form attached, for providing disease prevention services in connection with various health programs provided by the Department of Health and Human Services for a one year period effective as of January 1, 2018 through December 31, 2018, in the amount of $15,000;

2. This contract is awarded without competitive bidding as a professional services agreement under the Local Public Contracts Law, N.J.S.A. 40A:11-3. et seq.;

3. A copy of this Resolution will be published in a newspaper of general circulation as required by law within ten (10) days of its passage;

4. A copy of this Resolution shall be placed on file and available for inspection in the Office of the City Clerk;

5. Pursuant to N.J.A.C. 5:30-5.5(a), the continuation of the contract after the expenditure of funds encumbered in the 2018 Calendar Year temporary budget shall be subject to the availability and appropriation of sufficient funds in the 2018 Calendar Year permanent budget; and

Donna Mauer, Chief Financial Officer, hereby certify that there are sufficient funds in the amount of $15,000.00 in the Department of Health and Human Services' Clinical Services Division operating current fund Account No. 2-201-27-333-312; P.O. # 23099

APPROVED:

APPROVED AS TO LEGAL FORM

APPROVED:

Business Administrator

Corporation Counsel

Certification Required

Not Required

APPROVED

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 3.28.18

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Indicates Vote

N.V.-Not Voting (Abstain)

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

Roberto R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk
RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY RATIFYING THE AWARD OF A PROFESSIONAL SERVICES AGREEMENT TO PEDIATRIC CONSULTANT DR. ORLANDO GONZALEZ OF LIFE*MOD, LLC

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

WHEREAS, the City of Jersey City (City) requires the services of a disease prevention consultant to provide services in connection with the Disease Prevention Clinic under the auspices of the Department of Health and Human Services (Department); and

WHEREAS, Dr. Orlando Gonzalez of LIFE*MOD, LLC, License #25MA08481900, is a licensed physician and is qualified to perform the required services; and

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

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

WHEREAS, the contract period is from January 1, 2018 through December 31, 2018; and

WHEREAS, the total amount of this contract shall not exceed Fifteen Thousand ($15,000.00) Dollars; and

WHEREAS, the funds in the amount of One Thousand ($1,000.00) Dollars are available in the Department's Clinical Services Division operating current fund Account No. 1-201-27-333-312, and the additional amount of Fourteen Thousand ($14,000.00) Dollars will be made available in the calendar year 2018 temporary or permanent budgets.
RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY RATIFYING THE AWARD OF A PROFESSIONAL SERVICES AGREEMENT TO PEDIATRIC CONSULTANT DR. ORLANDO GONZALEZ OF LIFE*MOD, LLC

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 with Dr. Orlando Gonzalez, of LIFE*MOD, LLC, in substantially the form attached, for providing disease prevention services in connection with various health programs provided by the Department of Health and Human Services for a one year period effective as of January 1, 2018 through December 31, 2018, in the amount of $15,000;

2. This contract is awarded without competitive bidding as a professional services agreement under the Local Public Contracts Law, N.J.S.A. 40A:11-4 et seq.;

3. A copy of this Resolution will be published in a newspaper of general circulation as required by law within ten (10) days of its passage;

4. A copy of this Resolution shall be placed on file and available for inspection in the Office of the City Clerk;

5. Pursuant to N.J.A.C. 5:30-5.5(a), the continuation of the contract after the expenditure of funds encumbered in the 2018 Calendar Year temporary budget shall be subject to the availability and appropriation of sufficient funds in the 2018 Calendar Year permanent budget; and

Donna Mauer, Chief Financial Officer, hereby certify that there are sufficient funds in the amount of $1,000.00 in the Department of Health and Human Services' Clinical Services Division operating current fund Account No. 1-201-27-333-312; P.O. # 123099

APPROVED:

APPROVED AS TO LEGAL FORM

Certification Required

Not Required

APPROVED 3-28-18

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 3-28-18

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N.V.-Not Voting (Abstain)
Resolution of the City of Jersey City, N.J.

RESOLUTION AMENDING AND RATIFYING THE REAUTHORIZATION OF A PROFESSIONAL SERVICES AGREEMENT WITH CALCAGNI & KANEFSKY LLP TO REPRESENT EDUARDO TOLOZA, TAX ASSESSOR, ROBERT KAKOLESKI, BUSINESS ADMINISTRATOR, MUHAMMED AKIL, FORMER CHIEF OF STAFF AND THE CITY OF JERSEY CITY IN THE MATTER OF ROXANNE MAYS V. CITY OF JERSEY CITY, ET AL.

COUNCIL offered and moved adoption of the following resolution:

WHEREAS, the Municipal Council of the City of Jersey City approved Resolution 15-766 on October 28, 2015 authorizing a professional services agreement for a total contract amount of $75,000 with the law firm of Calcagni & Kanefsky LLP to represent Eduardo Toloza, Tax Assessor; Robert Kakoleski, Business Administrator; Muhammed Akil, former Chief of Staff and the City of Jersey City in the matter of Roxanne Mays v. City of Jersey City, et al; and

WHEREAS, on October 26, 2016, the Municipal Council adopted Resolution 16-724 reauthorizing the contract for another one year term and increasing the contract amount by an additional $50,000 for a total contract amount not to exceed $125,000; and

WHEREAS, on February 22, 2017, the Municipal Council adopted Resolution 17-179 correcting the incorrect account number with no additional funds being encumbered; and

WHEREAS, on March 14, 2018, the Municipal Council adopted Resolution 18-256 reauthorizing the contract for another one year term and increasing the contract amount by an additional $75,000 for a total contract amount not to exceed $200,000; and

WHEREAS, N.J.S.A. 40A-11-15 limits the term of a professional services contract to twelve months; and

WHEREAS, the lawsuit is still ongoing and it is necessary to ratify the renewal of the contract and to increase the contract amount by an additional $75,000.00; and

WHEREAS, Calcagni & Kanefsky LLP agreed to provide these services at an hourly rate of $150.00 per hour, including expenses; and

WHEREAS, the City awarded the contract to Calcagni & Kanefsky LLP under the “fair and open process” of the Pay-to-Play Law, N.J.S.A. 19:44A-20.4 et seq.; and

WHEREAS, a temporary encumbrance in the amount of $20,000 is available in Account No. 18-01-201-23-210-312; and

WHEREAS, Calcagni & Kanefsky LLP has submitted its Certification of Compliance with the City’s Contractor Pay-to-Play Reform Ordinance 08-128 adopted on September 3, 2008; and

WHEREAS, 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:
RESOLUTION AMENDING AND RATIFYING THE REAUTHORIZATION OF A PROFESSIONAL SERVICES AGREEMENT WITH CALCAGNI & KANEFSKY LLP TO REPRESENT EDUARDO TOLOZA, TAX ASSSESSOR, ROBERT KAKOLESKI, BUSINESS ADMINISTRATOR, MUHAMMED AKIL, FORMER CHIEF OF STAFF AND THE CITY OF JERSEY CITY IN THE MATTER OF ROXANNE MAYS V. CITY OF JERSEY CITY, ET AL.

1. The award of an agreement with the law firm of Calcagni & Kanefsky LLP is hereby ratified and reauthorized for one year effective January 2, 2019, and the contract amount is increased by an additional $75,000, for a total contract amount of $275,000;

2. This contract award shall be subject to the condition that the vendor provides satisfactory evidence of compliance with the Affirmative Action Amendments to the Law against Discrimination, N.J.S.A. 10:5-31 et seq.;

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;

5. This agreement is awarded without competitive bidding as a professional services agreement under the Local Public Contracts Law; N.J.S.A. 40A:11-1 et seq.;

6. The Certification of Compliance with the City’s Contractor Pay-to-Play Reform Ordinance, attached hereto, shall be placed on file with this Resolution.

7. Pursuant to N.J.A.C. 5:30-5.5(a), the continuation of the agreement after the expenditure of funds encumbered in 2019 fiscal year temporary budget shall be subject to the appropriation of sufficient funds in the 2019 fiscal year permanent budget.

I, Donna Mauer hereby certify that there are sufficient funds available in Account No.: 19-01-201-23-210-312 for payment of this resolution.

Donna Mauer, Chief Financial Officer

Certification Required

APPROVED AS TO LEGAL FORM

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 1-24-19

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✓ Indicates Vote

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 AMENDING AND RATIFYING THE REAUTHORIZATION OF A PROFESSIONAL SERVICES AGREEMENT WITH CALCAGNI & KANEFSKY LLP TO REPRESENT EDUARDO TOLOZA, TAX ASSESSOR, ROBERT KAKOLESKI, BUSINESS ADMINISTRATOR, MUHAMMED AKIL, FORMER CHIEF OF STAFF AND THE CITY OF JERSEY CITY IN THE MATTER OF ROXANNE MAYS V. CITY OF JERSEY CITY, ET AL.

Project Manager

<table>
<thead>
<tr>
<th>Department/Division</th>
<th>Law</th>
<th>Name/Title</th>
<th>Phone/email</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Law</td>
<td>Peter Baker</td>
<td>201-547-4667</td>
</tr>
<tr>
<td></td>
<td>Corporation Counsel</td>
<td><a href="mailto:Pbaker@jcnj.org">Pbaker@jcnj.org</a></td>
<td></td>
</tr>
</tbody>
</table>

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

Contract Purpose

Lawsuit is still ongoing and it is necessary to reauthorize contract for an additional twelve (12) months and increase the contract amount by an additional $75,000.

Cost (Identify all sources and amounts)

<table>
<thead>
<tr>
<th>Insurance Fund Commission.</th>
<th>One Year</th>
</tr>
</thead>
<tbody>
<tr>
<td>19-01-201-23-210-312</td>
<td></td>
</tr>
<tr>
<td>$75,000</td>
<td></td>
</tr>
</tbody>
</table>

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 1/16/19
EXHIBIT A
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

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

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

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

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

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

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.
The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

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

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

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

Letter of Federal Affirmative Action Plan Approval
Certificate of Employee Information Report
Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract_compliance)

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

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

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

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

Representative's Name/Title (Print): Eric T. Kanefsky, Esq.
Representative's Signature: ____________________________
Name of Company: Calcagni & Kanefsky, LLP
Tel. No: 862-902-5455
Date: 10/30/18
CERTIFICATE OF EMPLOYEE INFORMATION REPORT

INITIAL

This is to certify that the contractor listed above has submitted Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved such report. This approval will remain in effect for the period of 12-3-2023 to 12-02-2023.

CALCAGNI & KANEFSKY, L.L.C.
1085 RAYMOND BLVD., 14TH FLOOR
NEWARK, NJ 07102

[Stamp]

FORD M. SCGUDDER
State Treasurer
**Employee Information Report**

**State of New Jersey**

Division of Purchases & Property

Contract Compliance Audit Unit

889 Monitoring Program

**Company Identification**

1. **NID NO. OF SOCIAL SECURITY**: [Blank]
2. **TYPE OF BUSINESS**: [Blank]
3. **TOTAL NO. EMPLOYEES IN THE ESTABLISHMENT**: [Blank]

**Company Name**: Galazan & Leonida LLP

4. **STREET**: 1055 Raymond Blvd
5. **CITY**: Newark
6. **COUNTY**: Essex
7. **STATE**: NJ
8. **ZIP CODE**: 07102

**Net Payroll**: [Blank]

**W-2 Information**: [Blank]

**Job Categories**

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<th>Total Black</th>
<th>Total Hispanic</th>
<th>Total Asian</th>
<th>Total White</th>
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16. **Payroll Period**: [Blank]

17. **W-2 Information**: [Blank]

18. **Net Payroll**: [Blank]

**Employee Information**: [Blank]

**W-2 Information**: [Blank]

**Payroll Period**: [Blank]

**Net Payroll**: [Blank]

**W-2 Information**: [Blank]

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**Payroll Period**: [Blank]

**Net Payroll**: [Blank]

**W-2 Information**: [Blank]

**Payroll Period**: [Blank]

**Net Payroll**: [Blank]
Minority/Woman Business Enterprises (M/WBE)
Questionnaire for Bidders

Jersey City Ordinance C-529 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

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

Business Name: Calcagni & Kanefsky LLP
Address: 1085 Raymond Blvd., 14th Floor; Newark, NJ 07102
Telephone No.: 862-902-5455
Contact Name: Eric T. Kanefsky, Esq.

Please check applicable category:

___ Minority Owned Business (MOB)  ___ Minority & Woman Owned Business (M/WBE)  ___ Woman Owned Business (WOB)  ___ 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, Cuban 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 Asia, India subcontinent, Southeast Asia 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

Women Business Enterprise:

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

OFFICE OF EQUAL OPPORTUNITY COPY
Minority/Woman Business Enterprise (MWBE)

Questionnaire for Bidders

Jersey City Ordinance C-929 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: Calabro & Kanecky LLP
Address: 1085 Raymond Blvd; 14th Floor; Newark, NJ 07102
Telephone No.: 862-902-2465
Contact Name: Ethel T. Kanecky, Esq.

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, India 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
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 32 of the Casino Control Act, which deals with the casino service industry.

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

If you have any questions or require more information, feel free to call our Registration Hotline at (609)292-9292.

I wish you continued success in your business endeavors.

Sincerely,

James J. Fruscione
Director
New Jersey Division of Revenue

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

TAXPAYER NAME: CALCAGNI & KANEFSKY LLP
ADDRESS: 1085 RAYMOND BLVD 14TH FL NEWARK NJ 07102
EFFECTIVE DATE: 03/02/17

TRADE NAME: SEQUENCE NUMBER: 2116117
ISSUANCE DATE: 03/02/17

(04-08), D205848V
CERTIFICATION OF COMPLIANCE WITH THE CITY OF JERSEY CITY CONTRACTOR PAY-TO-PLAY REFORM ORDINANCE 08-128 ADOPTED ON SEPTEMBER 3, 2008

PART I - Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that Calcagni & Kanefsky LLP (name of business entity) has not made any reportable contributions in the **one-year period preceding January 8, 2018 (date City Council awards contract) that would be deemed to be violations of Section One of the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128 (attached hereto) and that would bar the award of this contract. I further certify that during the term of the contract Calcagni & Kanefsky LLP (name of business entity) will not make any reportable contributions in violation of Ordinance 08-128.

PART II - Signature and Attestation

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

Calcagni & Kanefsky LLP

Name of Business Entity: Calcagni & Kanefsky LLP

Signature: Eric Kanefsky, Esq. Date: 10/30/2018

Subscribed and sworn before me this 30 day of October, 2018
My Commission expires:

DIANA M. GIORDANO
NOTARY PUBLIC OF NEW JERSEY
Comm. # 50057435
My Commission Expires September 2022

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 stated officials> as defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (r).

<table>
<thead>
<tr>
<th>Name of Candidate Committee</th>
<th>Name of Potential Candidate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Steven Fulop for Mayor 2017</td>
<td>Friends of Chris L. Gadsden</td>
</tr>
<tr>
<td>Lavazzo for Councilman</td>
<td>Friends of Richard Boggiano</td>
</tr>
<tr>
<td>Friends of Joyce Waterman</td>
<td>Michael Yun</td>
</tr>
<tr>
<td>Friends of Daniel Rivera</td>
<td>Osborne for Council</td>
</tr>
<tr>
<td>Gajewski for Council</td>
<td>Friends of Jermaine D. Robinson</td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>Name of Stock or Shareholder</th>
<th>Home Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>Eric T. Kanefsky, Esq.</td>
<td>13 Coppell Drive; Tenafly, NJ 07670</td>
</tr>
<tr>
<td>Thomas R. Calcagni, Esq.</td>
<td>24 Miller Road; New Vernon, NJ 07976</td>
</tr>
</tbody>
</table>

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: Calcagni & Kanefsky, LLP

<table>
<thead>
<tr>
<th>Name</th>
<th>Title</th>
</tr>
</thead>
<tbody>
<tr>
<td>Eric T. Kanefsky, Esq.</td>
<td>Owner</td>
</tr>
</tbody>
</table>

Subscribed and sworn before me this 30 day of OCTOBER, 2018

Diana M. Giordano (Notary Public of New Jersey)
My Commission Expired September 2022
(Print name & title of affiant) (Corporate Seal)
C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM
Required Pursuant To N.J.S.A. 19:44A-20.26

This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.

Part I – Vendor Information

<table>
<thead>
<tr>
<th>Vendor Name</th>
<th>Calcagni &amp; Kanefsky, LLP</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address</td>
<td>1085 Raymond Blvd.; 14th Floor</td>
</tr>
<tr>
<td>City</td>
<td>Newark</td>
</tr>
<tr>
<td>State</td>
<td>NJ</td>
</tr>
<tr>
<td>Zip</td>
<td>07102</td>
</tr>
</tbody>
</table>

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the instructions accompanying this form.

[Signature]

Eric T. Kanefsky, Esq.
Owner

<table>
<thead>
<tr>
<th>Printed Name</th>
<th>Title</th>
</tr>
</thead>
</table>

Part II – Contribution Disclosure

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

☐ Check here if disclosure is provided in electronic form.

<table>
<thead>
<tr>
<th>Contributor Name</th>
<th>Recipient Name</th>
<th>Date</th>
<th>Dollar Amount</th>
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</tr>
</tbody>
</table>

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

This Agreement dated the ____ day of ________________, 2019 between the City of Jersey City, a municipal corporation, with offices at 280 Grove Street, Jersey City, New Jersey 07302 ("City") and Calcagni & Kanefsky LLP, 1085 Raymond Blvd., 14 Floor, Newark, New Jersey 07102, ("Special Counsel"). The Corporation Counsel of the City of Jersey City has selected Special Counsel to serve as Outside Counsel in connection with Roxanne Mays v. City of Jersey City, et al.

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

I. CONFLICTS OF INTEREST

A. Initial Conflicts Check.

Outside Counsel must be sensitive both to direct conflicts of interest that representation of the City and other clients poses, and to the less direct, but nevertheless serious, conflicts that may arise from the same firm’s advocacy, on behalf of other clients, of positions conflicting with important City interests. Prior to Outside Counsel’s engagement, Outside Counsel shall carefully review whether any conflicts of either type exist and, if so, bring those conflicts to the attention of the Corporation Counsel. The City shall be promptly informed of and consulted with respect to all potential conflicts. Although issue conflicts may not necessarily result in a disqualification of Outside Counsel, the City shall be consulted before Outside Counsel accepts an engagement that will require the firm to advocate a position that may be adverse to a City legal interest or otherwise prejudicial to the interests of the City. The City in its sole discretion shall, after consultation with Outside Counsel, determine whether an impermissible conflict exists, or whether other circumstances exist that would undermine the public’s confidence if representation by Outside Counsel continued.

Outside Counsel’s acceptance of an engagement on a matter without written disclosure of any conflicts constitutes Outside Counsel’s representation that it has conducted an appropriate conflict check and no conflict exists.

B. City Conflicts.

The City has a duty to protect the public interest. As part of this responsibility, the City sets policies to ensure that the legal system operates in a manner that safeguards the public’s confidence in the integrity and impartiality of its administration. For this reason, in addition to
insisting that its attorneys follow the Rules of Professional Conduct, the City prohibits Outside Counsel that represent the City, while such matter is pending, from:

1. Representing private parties before the City or any of its boards, proceedings, commissions or autonomous agencies in adversarial, transactional or non-adversarial proceedings. Outside Counsel also may not, on behalf of a private client, lobby the City or any City department.

2. Representing private parties in any matter in which the City also is a party, if the private party has interests adverse to the City.

3. Representing a private client with interests adverse to the City.

4. Representing another client if that representation would present a substantial risk that Outside Counsel’s responsibilities to the City would limit its ability to provide independent advice or diligent and competent representation either to the City or the other client.

5. Representing another client where the Outside Counsel’s knowledge of the City’s legal positions or strategy, derived from its representation or prospective representation of the City, could be used to the advantage of the other client or the disadvantage of the City.

C. Continuing Obligation.

The obligation to disclose conflicts continues throughout the course of the representation. Outside Counsel must review conflicts of interest on an ongoing basis as new matters are opened. Any new attorney/client relationships that potentially create a conflict shall be reported to the Corporation Counsel immediately.

D. Attorney-Client Privilege Group/No Representation of Other Persons/Entities Absent Approval.

Outside attorneys engaged to represent the City (as opposed to a named person) shall consider themselves to have formed an attorney-client relationship only with the City, and not any of its individual employees. When speaking with current or former employees of the City, Outside Counsel shall, as appropriate, advise those employees that although their dialogue will be considered attorney-client communications to the fullest possible extent, counsel’s responsibility is to the City and they do not represent those employees in their individual capacities. As a matter proceeds, if employees of the City will be examined under oath or interviewed in other adverse contexts, and if Outside Counsel believes 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 $75,000.

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. **Term.**

The term of this agreement is twelve (12) months effective as of January 2, 2019.

C. **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.

D. 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.

E. 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

F. **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.

G. **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.

H. **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:
Copy the text into a plain text representation:

- 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

I. 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.

J. 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.

K. 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.
L. **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.

M. **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.

N. **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.

O. **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 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 non-legal 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 therefore. 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 authorize 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

Brian Platt
Business Administrator

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: ________
RESOLUTION REAUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH THE LAW FIRM OF FLORIO KENNY RAVAL, L.L.P. TO SERVE AS SPECIAL COUNSEL TO REPRESENT THE CITY OF JERSEY CITY IN TAX APPEALS

COUNCIL, offered and moved adoption of the following resolution:

WHEREAS, the Municipal Council of the City of Jersey City approved Resolution 18-212 on February 28, 2018 authorizing a professional services agreement for a total contract amount of $150,000.00 effective January 24, 2018 with the law firm of Florio Kenny Raval, LLP to represent the City of Jersey City in pending tax appeals; and

WHEREAS, N.J.S.A. 40A-11-15 limits the term of a professional services contract to twelve months; and

WHEREAS, tax appeals are still ongoing and it is necessary to renew the contract and to increase the contract amount by an additional $75,000.00; and

WHEREAS, Florio Kenny Raval, LLP agreed to provide these services at an hourly rate of $150.00 per hour, including expenses; and

WHEREAS, the City awarded the contract to Florio Kenny Raval, LLP under the “fair and open process” of the Pay-to-Play Law, N.J.S.A. 19:44A-20.4 et seq.; and

WHEREAS, a temporary encumbrance for $10,000 is available in Account No. 19-01-201-20-155-312

WHEREAS, Florio Kenny Raval, LLP has submitted its Certification of Compliance with the City’s Contractor Pay-to-Play Reform Ordinance 08-128 adopted on September 3, 2008; and

WHEREAS, 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. A one year contract effective January 24, 2019 with the law firm of Florio Kenny Raval, LLP is hereby awarded and the contract amount is increased by an additional $75,000.00, for a total contract amount not to exceed $225,000.00, including expenses;

2. This contract is awarded without competitive bidding as a professional services agreement under the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq.;

3. This contract award shall be subject to the condition that the contractor provides satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et seq.;
RESOLUTION REAUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH THE LAW FIRM OF FLORIO KENNY RAVAL, L.L.P. TO SERVE AS SPECIAL COUNSEL TO REPRESENT THE CITY OF JERSEY CITY IN TAX APPEALS

4. The Mayor or Business Administrator is hereby authorized to execute an agreement in substantially the form attached subject to such modifications as Corporation Counsel deems appropriate or necessary;

5. A copy of this resolution will be published in a newspaper of general circulation in the City of Jersey City as required by law within (10) days of the adoption of the resolution;

6. Pursuant to N.J.A.C. 5:30-5.5(a), the continuation of the contract after the expenditure of funds encumbered in 2019 fiscal year temporary budget shall be subject to the appropriation of sufficient funds in the 2019 fiscal year permanent budget; and

7. The Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance, attached hereto and incorporated herein by reference, shall be placed on file with this resolution.

I hereby certify that there are sufficient funds available in Account No.: 19-01-201-20-155-312 for payment of this resolution.

Aretha N. Mauer, Chief Financial Officer

APPROVED: ____________________________  APPROVED AS TO LEGAL FORM ____________________________

APPROVED: ____________________________  Business Administrator

Certification Required Yes ☐ No ☑

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 1.24.19

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<td>✓</td>
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<td>LAVARRO, PRES.</td>
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✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

Rogelio H. Lavarrro, Jr., President of Council

Robert Byrne, City Clerk
RESOLUTION FACT SHEET - CONTRACT AWARD
This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution
RESOLUTION REAUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH THE LAW FIRM OF FLORIO KENNY RAVAL, L.L.P. TO SERVE AS SPECIAL COUNSEL TO REPRESENT THE CITY OF JERSEY CITY IN TAX APPEALS

Project Manager

<table>
<thead>
<tr>
<th>Department/Division</th>
<th>Law</th>
<th>Law</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name/Title</td>
<td>Peter Baker</td>
<td>Corporation Counsel</td>
</tr>
<tr>
<td>Phone/email</td>
<td>201-547-4667</td>
<td><a href="mailto:Pbaker@jcnj.org">Pbaker@jcnj.org</a></td>
</tr>
</tbody>
</table>

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

Contract Purpose

The City is renewing a one year contract with Florio Kenny Raval, L.L.P. to represent the City of Jersey City to provide legal services for Tax Appeals.

Cost (Identify all sources and amounts)  
19-01-201-20-155-312  
$75,000.00

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  11/16/19
Outside Counsel Agreement

This Agreement dated the ___ day of _____________, 2019 between the City of Jersey City, a municipal corporation, with offices at 280 Grove Street, Jersey City, New Jersey 07302 ("City") and, Florio Kenny Raval, L.L.P., 5 Marine View Plaza, Suite 103, Hoboken, New Jersey 07030 ("Special Counsel"). The Corporation Counsel of the City of Jersey City has selected Special Counsel to serve as Outside Counsel in connection with representing the City of Jersey City in Tax Appeals.

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 $75,000.

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
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. COMPLIANCE WITH AFFIRMATIVE ACTION PLAN**

(a) If the Agreement exceeds $40,000.00, it shall 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 Contractor 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 $40,000.00). The Affirmative Action Agreement is attached hereto as Exhibit "B" and is incorporated herein by reference.

2. An Affirmative Action Employee Information Report (form AA-302) (for contracts which exceed $40,000.00).
V. CITY OF JERSEY CITY LOBBYIST DISCLOSURE ORDINANCE

This contract was awarded in accordance with the provisions of the City's Disclosure of Lobbyist Representative Status Ordinance §3-9.1 et seq., adopted on June 12, 2002. As such the undersigned does hereby attest that Contractor either did not retain the services of a lobbyist to lobby on behalf of the Contractor for the award of this contract, or if a lobbyist was retained by the Contractor for such purposes, the Contractor's lobbyist, prior to commencing his/her lobbying activities, filed a notice of lobbyist representative status form with the City Clerk. Any Contractor whose lobbyist failed to comply with the provisions of Ordinance §3-9.1 et seq., following notice and an opportunity to be heard, shall be disqualified from entering into contracts with the City for a period of two (2) years for each violation.

VI. 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.
VII. 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.

VIII. CITY OF JERSEY CITY CONTRACTOR PAY-TO-PLAY REFORM ORDINANCE

The contract is 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 have certified that they have neither made a reportable contribution in the one year period preceding the date that the City Council awarded 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.

IX. 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.
X. 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 consent 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  Brian Platt
City Clerk  Business Administrator

WITNESS:  FLORIO KENNY RAVAL, L.L.P.

By:  Firm:
(Subcontractor), as a contractor of Outside Counsel retained by the City of Jersey City (the “City”) pursuant to an “Outside Counsel Agreement” dated [date], 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: __________
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
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, wherever 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, wherever 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, wherever applicable, agree 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 review any of its testing procedures, if necessary, to assure that all personnel testing conforms to the principles of job-related testing, as established by the standards 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 standards 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 A302 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/ecom/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 to this: company's receipt, knowledge and commitment to comply with:

EXHIBIT A
N.J.S.A. 18:34A-2.5 and N.J.A.C. 17:27
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
Goods, Professional Services and General Service Contracts
(Mandatory Affirmative Action Language)

The undersigned vendor further agrees to furnish the required forms of evidence and understand that their contract/company's bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 18:34A-2.5 and N.J.A.C. 17:27.

Representative's Name/Title (Print): Edward J. Florio, Senior Partner
Representative's Signature: ________________________________
Name of Company: FLORIO ♦ KENNY ♦ RAVAL, LLP.
Tel. No.: 201-659-8011 Date: 1/14/2019
APPENDIX A
AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability

FLORIO • KENNY • RAVAL, L.L.P.

The contractor and the Partnership of the owner (contractor/owner) do hereby agree that the provisions of Title II of the Americans with Disabilities Act of 1990 (the "Act") (42 U.S.C. §12131 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 contractor 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, damages, or injuries, 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 federal or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expenses to avert 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 prevent the owner from taking any other action available to it under any other provisions of the Agreement or otherwise in law.

Representative's Name/Title/Email: Edward J. Florio, Senior Partner
Representative's Signature: ____________________________

Name of Company: FLORIO • KENNY • RAVAL, L.L.P.
Phone No.: 201-659-8011
Date: 1/14/2019
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: FLORIO • KENNY • RAVAL, L.L.P.
Address: 5 Marine View Plaza, Suite 103, Hoboken, NJ 07030
Telephone No.: 201-659-8011
Contact Name: Edward J. Florio

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 Alaska Native, defined as follows:

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

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

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

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

Woman Business Enterprise

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

OFFICE OF EQUAL OPPORTUNITY COPY
Minority/Woman Business Enterprise (MWBE)  
Questionnaire for Bidders.

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

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

<table>
<thead>
<tr>
<th>Business Name:</th>
<th>FLORIO • KENNY • RAVAL, L.L.P.</th>
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</thead>
<tbody>
<tr>
<td>Address:</td>
<td>5 Marine View Plaza, Suite 103, Hoboken, NJ 07030</td>
</tr>
<tr>
<td>Telephone No.:</td>
<td>201-659-8011</td>
</tr>
<tr>
<td>Contact Name:</td>
<td>Edward J. Florio</td>
</tr>
</tbody>
</table>

Please check applicable category:

| | Minority Owned Business (MBE) | Minority & Woman Owned Business (MWBE) |
| | Women 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 Alaska 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 Alaska 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
FLORIO ♦ KENNY ♦ RAVAL, L.L.P. (name of business entity) has not made any reportable
contributions in the **one-year period preceding January 24, 2019** (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 FLORIO ♦ KENNY ♦ RAVAL, L.L.P.
(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: FLORIO ♦ KENNY ♦ RAVAL, L.L.P.

Signed _____________________________ Title: Senior Partner

Print Name: Edward L. Forte Date: 1/14/2019

Subscribed and sworn before me
this 14th day of January 2019
My Commission expires: ______________

ANEEL GARCIA
A Notary Public of New Jersey
My Commission Expires September 14, 2023

*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-FATR 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 the date of award or approval of the contract by the governing body to any of the following named candidate committees, joint candidates committees, or political party committees representing the elected officials of the <name of entity of elected official> as defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (r).

Steven Fulop for Mayor 2017
Lavirio for Councilman
Friends of Joyce Watterman
Friends of Daniel Rivera
Ridley for Council

Mira Pann-Appley for Council
Friends of Richard Boghiano
Michael Yim for Council
Solomon for Council
Friends of Jermaine Robinson

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

<table>
<thead>
<tr>
<th>Name of Stock or Shareholder</th>
<th>Home Address</th>
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</thead>
<tbody>
<tr>
<td>Edward J. Florio</td>
<td>28 Wilber Terrace, Bloomfield, NJ 07003</td>
</tr>
<tr>
<td>Bernard F. Kenny</td>
<td>1022 Bloomfield Street, Hoboken, NJ 07030</td>
</tr>
<tr>
<td>Nita G. Raval</td>
<td>67 13th Avenue, Elmwood Park, NJ 07407</td>
</tr>
</tbody>
</table>

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: FLORIO • KENNY • RAVAL, L.L.P.
Signature of Affiant: Edward J. Florio
Title: Senior Partner
Printed Name of Affiant: Edward J. Florio
Date: 1/14/2019

Subscribed and sworn before me this 1st day of January, 2019

ANEEL GARCIA
A Notary Public of New Jersey
My Commission Expires September 14, 2023
(Witnessed or attested by)

(Seal)
C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

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

This form or its permitted facsimile must be submitted to the local unit
no later than 10 days prior to the award of the contract.

Part I - Vendor Information

| Vendor Name: | FLORIO ♦ KENNY ♦ RAVAL, L.L.P. |
| Address: | 5 Marine View Plaza, Suite 103 |
| City: | Hoboken |
| State: | NJ |
| Zip: | 07030 |

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

Edward J. Florio
Senior Partner

Part II - Contribution Disclosure

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

☐ Check here if disclosure is provided in electronic form.

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<tr>
<th>Contributor Name</th>
<th>Recipient Name</th>
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☐ Check here if the information is continued on subsequent page(s)
CERTIFICATE OF EMPLOYEE INFORMATION REPORT
RENEWAL

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

15-AUG-2014 to 15-AUG-2021

FLORIO KENNY RAVAL, L.L.C.
5 MARINE VIEW PLAZA
HOBOKEN NJ 07030

ELIZABETH MAHER MUOIO
State Treasurer
STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

TAXPAYER NAME:
FLORIO KENNY RAVAL, LLP

ADDRESS:
5 MARINE VIEW PLZA STE 103
HOBOKEN NJ 07030

EFFECTIVE DATE:
09/19/05

TRADE NAME:
SEQUENCE NUMBER:
1179768

ISSUANCE DATE:
12/21/18

DEPARTMENT OF TREASURY/
DIVISION OF REVENUE
PO BOX 252
TRENTON, N J 08846-0252

This Certificate is NOT negotiable or transferable. It must be conspicuously displayed at above address.
Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 19-059
Agenda No. 10-7-8
Approved: JAN 24 2019

TITLE:

RESOLUTION RATIFYING THE AWARD OF A PROFESSIONAL SERVICES AGREEMENT WITH THE LAW OFFICE OF WERNER SUAREZ TO REPRESENT THE CITY OF JERSEY CITY IN THE MATTER OF ANNE DOYLE

COUNCIL offered and moved adoption of the following resolution:

WHEREAS, it has been determined that an independent review of issues from the claim made by Anne Doyle, the former Tax Collector for the City of Jersey City, is required; and

WHEREAS, the Corporation Counsel has recommended the appointment of special outside counsel to handle this matter; and

WHEREAS, Werner Suarez, 2 University Plaza, Suite 109, Hackensack, New Jersey 07601 agreed to provide these services at an hourly rate of $150.00 per hour, including expenses, for a total amount not to exceed $75,000; and

WHEREAS, Werner Suarez, is a law firm in the State of New Jersey and is qualified to perform these services; and

WHEREAS, in October, 2018, 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, Werner Suarez submitted a Qualification Statement in response to the City's RFQ; and

WHEREAS, this contract award is made for a term of one year and is in accordance with the "fair and open process" of the Pay-to-Play Law N.J.S.A. 19:44A-20.4 et seq.; and

WHEREAS, Werner Suarez has submitted its Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance 08-128 adopted on September 3, 2008; and

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

WHEREAS, a temporary encumbrance for $10,000.00 is available in Account No. 01-201-20-155-312.

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

1. A contract is awarded to Werner Suarez to represent the City of Jersey City for one-year period effective December 11, 2018 for a total contract amount of $75,000, including expenses;

2. The award of this contract shall be subject to the condition that the vendor provides satisfactory evidence of compliance with the Affirmative Action Amendments to the Law against Discrimination, N.J.S.A. 10:5-31 et seq.;
RESOLUTION RATIFYING THE AWARD OF A PROFESSIONAL SERVICES AGREEMENT WITH THE LAW OFFICE OF WERNER SUAREZ TO REPRESENT THE CITY OF JERSEY CITY IN THE MATTER OF ANNE DOYLE

3. Subject to such modification as the Corporation Counsel deems appropriate or necessary, the Mayor or Business Administrator is authorized to execute the professional services agreement attached hereto;

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;

5. This agreement is awarded without competitive bidding as a professional services agreement under the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq.;

6. The Certification of Compliance with the City’s Contractor Pay-to-Play Reform Ordinance, attached hereto, shall be placed on file with this Resolution; and

7. Pursuant to N.J.A.C. 5:30-5.5(a), the continuation of the agreement after the expenditure of funds encumbered in 2019 fiscal year temporary budget shall be subject to the appropriation of sufficient funds in the 2019 fiscal year permanent budget.

I, Donna Mauer hereby certify that there are sufficient funds available in Account No. 01-201-20-155-312, P.O. No. 132/196

[Signature]
Donna Mauer, Chief Financial Officer

01/14/2019

APPROVED: ________________________________  APPROVED AS TO LEGAL FORM: ________________________________

[Signature]  [Signature]
Business Administrator  Corporation Counsel

Certification Required  ☑ Not Required  ☐

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 1.24.19

<table>
<thead>
<tr>
<th>COUNCILPERSON</th>
<th>AYE</th>
<th>NAY</th>
<th>N.V.</th>
<th>COUNCILPERSON</th>
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<th>N.V.</th>
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<tr>
<td>RIDLEY</td>
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<td>PRINZAREY</td>
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<td>BOGGIANO</td>
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<td>SOLOMON</td>
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<td>WATTERMAN</td>
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<td>LAVARRO, PRES.</td>
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✓ Indicates Vote
N.V.-Not Voting (Abstain)

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

[Signature]  [Signature]
Roberto 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 THE AWARD OF A PROFESSIONAL SERVICES AGREEMENT WITH THE LAW OFFICE OF WERNER SUAREZ TO REPRESENT THE CITY OF JERSEY CITY IN THE MATTER OF ANNE DOYLE

Project Manager

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<tr>
<th>Department/Division</th>
<th>Law</th>
<th>Law</th>
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<tbody>
<tr>
<td>Name/Title</td>
<td>Peter Baker</td>
<td>Corporation Counsel</td>
</tr>
<tr>
<td>Phone/email</td>
<td>201-547-4667</td>
<td><a href="mailto:Pbaker@jcnj.org">Pbaker@jcnj.org</a></td>
</tr>
</tbody>
</table>

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

Contract Purpose

Outside counsel is required for independent review of issues from the claim made by Anne Doyle.

Cost (Identify all sources and amounts)  Contract term (include all proposed renewals)

Law Department Funds
19-01-201-20-155-312
$75,000.00

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

1/16/19
EXHIBIT A
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
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 (Continued)

The contractor or subcontractor agrees to inform 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 conformity 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/sumsur/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 16 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. 10:5-23 and N.J.A.C. 17:22
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 (and) contractor fails to comply with the requirements of N.J.S.A. 10:5-23 and N.J.A.C. 17:27.

Representative’s Name/Title (Printed) Anthony R. Suarez, Manager/Member
Representative’s Signature

Name of Company

Tel. No. (212) 457-4111

Date 1/7/07
APPENDIX A

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

The contractor and the (hereafter "owner") do hereby agree that the provisions of Title II of the Americans With Disabilities Act of 1990 (the "Act") (42 USC 12101 et seq), which prohibit 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, and 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 claims for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. 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 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. Likewise, 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 prejudice the owner from taking any other actions available to it under any other provisions of the Agreement or other relevant law.

Representative's Name/Title/Position: 
Representative's Signature: 
Name of Company: 
Tel. No.: 
Date: 11/1/99
Minority/Woman Business Enterprise (MWBE)
Questionnaire for Bidders

Jersey City Ordinance C-529 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: Werna Suarez
Address: 2 University Plaza, Ste 109, Hackensack
Telephone No.: 201-487-4111
Contact Name: Anthony R. Suarez

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
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 [Werner Suarez] (name of business entity) has not made any reportable contributions in the **one-year period preceding 1-7-19** (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 [Werner Suarez] (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: Werner Suarez

Signed: [Signature]

Print Name: [Name]

Title: Manager/President

Date: 1-7-19

Subscribed and sworn before me this 7th day of Jan, 2019.

My Commission expires this 7th day of January, 2020.

BRENDA W. ROBINSON
ID # 71418
NOTARY PUBLIC
STATE OF NEW JERSEY
My Commission Expires March 31, 2020

**Pursuant to Section 2 of Ordinance 08-128, no contributions or solicitation of contributions made prior to the effective date of 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-20.3
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 committees, 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), (d) and (f).

<table>
<thead>
<tr>
<th>Steven Fulop for Mayor 2017</th>
<th>Mira Prinz-Arey for Council</th>
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<tr>
<td>LaVarrro for Councilman</td>
<td>Friends of Richard Boggiano</td>
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<td>Friends of Joyce Watterman</td>
<td>Michael Yun for Council</td>
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<td>Friends of Daniel Rivera</td>
<td>Solomon for Council</td>
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<tr>
<td>Ridley for Council</td>
<td>Friends of Jermaine Robinson</td>
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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
- [X] Limited Partnership
- [ ] Limited Liability Corporation
- [ ] Limited Liability Partnership

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<thead>
<tr>
<th>Name of Stock or Shareholder</th>
<th>Home Address</th>
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<tr>
<td>Anthony Suarez</td>
<td>105 Carter Street, Ridgefield, NJ 07657</td>
</tr>
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Part 3 - Signature and Attestation:
The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: 
Signature of Affiant: 
Printed Name of Affiant: 

Subscribed and sworn before me this day of .
My Commission expires:

BREND A W ROBINSON
ID # 71416
NOTARY PUBLIC
STATE OF NEW JERSEY
My Commission Expires March 31, 2020
C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

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

This form or its permitted facsimile must be submitted to the local unit
no later than 10 days prior to the award of the contract.

Part I - Vendor Information

Vendor Name:inez . Suarez
Address: 12 University Plaza, ste 109
City: Hackensack State: Nj Zip: 07601

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

Signature: Anthony J. Suarez
Printed Name: Manager Vendor
Title:

Part II - Contribution Disclosure

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

☐ Check here if disclosure is provided in electronic form.

<table>
<thead>
<tr>
<th>Contributor Name</th>
<th>Recipient Name</th>
<th>Date</th>
<th>Dollar Amount</th>
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☐ Check here if the information is continued on subsequent page(s)
CERTIFICATE OF EMPLOYEE INFORMATION REPORT
INITIAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et seq. and the State Treasurer has approved same. This approval will remain in effect for the period of 15-JAN-2023 to 15-JUN-2023.

WERNER SUAREZ
2 UNIVERSITY PLAZA, STE 109
HACKENSACK, NJ 07601

ELIZABETH MAHER MUOIO
State Treasurer
STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

TAXPAYER NAME: LAW OFFICES OF WERNER & SUAREZ LIMITED
ADDRESS: 2 UNIVERSITY PLZ STE 109 HACKENSACK NJ 07601
EFFECTIVE DATE: 12/23/14

TRADE NAME: WERNER SUAREZ
SEQUENCE NUMBER: 1921268
ISSUANCE DATE: 07/02/18

Director
New Jersey Division of Revenue
Outside Counsel Agreement

This Agreement dated the ___ day of __________________, 2019 between the City of Jersey City, a municipal corporation, with offices at 280 Grove Street, Jersey City, New Jersey 07302 ("City") and, Werner Suarez, 2 University Plaza, Hackensack, NJ 07601 ("Special Counsel"). The Corporation Counsel of the City of Jersey City has selected Special Counsel to serve as Outside Counsel for legal services related to Anne Doyle.

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

Page 3 of 17
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 whom 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 $75,000.

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 billng 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 who's 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. COMPLIANCE WITH AFFIRMATIVE ACTION PLAN**

(a) If the Agreement exceeds $40,000.00, it shall 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 Contractor 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 $40,000.00). The Affirmative Action Agreement is attached hereto as Exhibit "B" and is incorporated herein by reference.

2. An Affirmative Action Employee Information Report (form AA-302) (for contracts which exceed $40,000.00).
V. CITY OF JERSEY CITY LOBBYIST DISCLOSURE ORDINANCE

This contract was awarded in accordance with the provisions of the City's Disclosure of Lobbyist Representative Status Ordinance §3-9.1 et seq. adopted on June 12, 2002. As such the undersigned does hereby attest that Contractor either did not retain the services of a lobbyist to lobby on behalf of the Contractor for the award of this contract, or if a lobbyist was retained by the Contractor for such purposes, the Contractor's lobbyist, prior to commencing his/her lobbying activities, filed a notice of lobbyist representative status form with the City Clerk. Any Contractor whose lobbyist failed to comply with the provisions of Ordinance §3-9.1 et seq., following notice and an opportunity to be heard, shall be disqualified from entering into contracts with the City for a period of two (2) years for each violation.

VI. 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 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 non-legal 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.
VII. 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.

VIII. CITY OF JERSEY CITY CONTRACTOR PAY-TO-PLAY REFORM ORDINANCE

The contract is 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 have certified that they have neither made a reportable contribution in the one year period preceding the date that the City Council awarded 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.

IX. 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.
X. 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 attorney 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

Brian Platt
Business Administrator

WITNESS: Adams Gutierrez & Lattiboudere,
LLC

By:
Firm:
CONFIDENTIALITY AGREEMENT

________________________ (Subcontractor), as a contractor of Outside Counsel retained by the City of Jersey City (the “City”) pursuant to an “Outside Counsel Agreement” dated ________________ , hereby acknowledges and agrees as follows:

1. All documents and data, including but not limited to financial, statistical, personnel, customer and/or technical documents, owned or supplied by the City to the Subcontractor, shall be treated as confidential (Documents and Data). The Subcontractor shall take all necessary and reasonable precautions to ensure that the City’s Documents and Data are safeguarded. Use of the Documents and Data is strictly limited to that use necessary to complete the scope of work agreed upon, which may include disclosure to employees, officers or agents of any subcontractor assisting with the scope of work. Any other use, and any sale or offering of the Documents and Data in any form by the Subcontractor, or any individual or entity in the Subcontractor’s charge or employ, will be considered a violation of this Confidentiality Agreement and may result in termination of the agreement between Subcontractor and the law firm retained by the City, and the Subcontractor’s suspension or debarment from City contracting. In addition, such conduct may be reported to the appropriate authorities for possible criminal prosecution.

2. Subcontractor shall be responsible to ensure that all agents and individuals or entities in the Subcontractor’s charge or employ adhere to this Confidentiality Agreement. A breach of confidentiality by any individual or entity in the Subcontractor’s charge or employ will be considered a violation of this Confidentiality Agreement by the Subcontractor.

3. In the event that Subcontractor, its agent or any individual or entity in the Subcontractor’s charge or employ receives a subpoena, demand, or other request for any of the City’s documents or data, Subcontractor shall promptly notify the City and shall not turn over any of the City’s documents or data.

4. The Subcontractor shall comply with all applicable City and Federal laws that require the notification of individuals in the event of unauthorized release of personally-identifiable information or other event requiring notification. In the event of a breach of any of the Subcontractor’s confidentiality obligations or other event requiring notification under applicable law (“Notification Event”), the Subcontractor agrees to assume responsibility for informing all such individuals in accordance with applicable law and to indemnify, hold harmless and defend the City and its trustees, officers, and employees from and against any claims, damages, or other harm related to such Notification Event.

5. Upon termination of this Confidentiality Agreement the Subcontractor shall return or erase, destroy, and render unreadable all Subcontractor copies of City Documents and Data, both physical and electronic, and certify in writing that these actions have been completed within 30 days of the termination of this Confidentiality Agreement or within 14 days of the request of an agent of the City, whichever shall come first.
6. This Confidentiality Agreement shall survive the Subcontractor’s termination of the contract between the law firm retained by the City and Subcontractor or upon completion of the scope of work related to the City.

Subcontractor/Firm: ________________________________________________

By: ________________________________________________

Title: ________________________________________________

Date: _________
RESOLUTION AUTHORIZING THE PAYMENT OF A CLAIM SUBMITTED BY ARLEO & DONOHUE, LLC FOR PROVIDING PROFESSIONAL SERVICES TO THE CITY IN CONNECTION WITH VARIOUS LITIGATION.

WHEREAS, Arleo & Donohue, LLC has provided legal services for the City in various matters of litigation; and

WHEREAS, outstanding invoices have been submitted to the City that total $21,975.00 for services performed in 2017-2018 (Attachment A); and

WHEREAS, Arleo & Donohue, LLC has requested that the City immediately pay the sum of $21,975.00 for the services provided; and

WHEREAS, Nick Strasser, First Assistant Corporation Counsel for the City of Jersey City has reviewed Arleo & Donohue, LLC’s request for payment and has certified that Arleo & Donohue, LLC rendered the services requested by the City from February, 2017 through June, 2018 and has certified that Arleo & Donohue, LLC’s bill for providing such services is fair and reasonable (Attachment B); and

WHEREAS, Arleo & Donohue, LLC performed the services in good faith and is entitled to receive payment for the services provided; and

WHEREAS, the sum of $21,975.00 is available in the Insurance Fund Commission account to pay for the outstanding claims submitted by Arleo & Donohue, LLC.

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

1) The Insurance Fund Commission is hereby authorized to pay Arleo & Donohue, LLC the sum of $21,975.00 for the outstanding claims for providing professional legal services to the City from February, 2017 through June, 2018; and

2) The approval of this payment is subject to the execution of a release and affidavit (Attachment C) by Arleo & Donohue, LLC certifying that the submitted claim represents the total costs for the services provided that are itemized in Attachment A in addition to releasing the City from any liability in connection with claims that it may have against the City for providing the services that are itemized in Attachment A; and
RESOLUTION AUTHORIZING THE PAYMENT OF A CLAIM SUBMITTED BY ARLEO & DONOHUE, LLC FOR PROVIDING PROFESSIONAL SERVICES TO THE CITY IN CONNECTION WITH DOCUMENT PRODUCTION.

3) The Business Administrator is hereby authorized to take such other actions that are necessary to effectuate the purposes of this Resolution.

JMcK
1/10/2017
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 PAYMENT OF A CLAIM SUBMITTED BY ARLEO & DONOHUE, LLC FOR PROVIDING PROFESSIONAL SERVICES TO THE CITY IN CONNECTION WITH DOCUMENT REQUESTS |

Project Manager

<table>
<thead>
<tr>
<th>Department/Division</th>
<th>Law</th>
<th>Name/Title</th>
<th>Phone/email</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Law</td>
<td>J. Nicholas Strasser</td>
<td>201-547-4667</td>
</tr>
<tr>
<td></td>
<td>First Assistant Corporation Counsel</td>
<td><a href="mailto:nstrasser@jcnj.org">nstrasser@jcnj.org</a></td>
<td></td>
</tr>
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</table>

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

This is the final billing for work performed from February 2017 to June 2018. The bills are attached.

Cost (Identify all sources and amounts)  

| Insurance Fund Commission. | 01-201-23-210-640 |

Contract term (include all proposed renewals)

| October 22, 2014 ($20,000) |
| March 25, 2015 ($20,000) |
| October 12, 2016 ($20,000) |

Type of award

If “Other Exception”, enter type

Additional Information

I certify that all the facts presented herein are accurate.

Signature of Department Director:  

Date: 1/1/18
ATTACHMENT A
**ARLEO & DONOHUE, L.L.C.**

622 Eagle Rock Avenue  
West Orange, New Jersey 07052  
Ph: 973-736-8660  
Fax: 973-736-1712

Jersey City Corporation Counsel  
City Hall  
280 Grove Street  
Jersey City, NJ 07302  
Attention: Peter Baker  

RE: OPRA and document requests (Consultation)

<table>
<thead>
<tr>
<th>DATE</th>
<th>DESCRIPTION</th>
<th>HOURS</th>
<th>AMOUNT</th>
<th>LAWYER</th>
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</thead>
<tbody>
<tr>
<td>Oct-17-17</td>
<td>Review background materials; prepare for conference with client; attend conference; preliminary research.</td>
<td>4.40</td>
<td>$660.00</td>
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<td></td>
<td>Meeting with TMD and clients; legal research re: OPRA</td>
<td>3.90</td>
<td>$585.00</td>
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<td>Oct-18-17</td>
<td>Prepare analysis of materials; continue research re: same; review related materials and proceedings.</td>
<td>3.90</td>
<td>$585.00</td>
<td>TMD</td>
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<td>Review materials from client; draft memo re: same.</td>
<td>5.00</td>
<td>$750.00</td>
<td>GB</td>
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<tr>
<td>Oct-19-17</td>
<td>Review and analyze all pleadings.</td>
<td>2.40</td>
<td>$360.00</td>
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<td>Oct-20-17</td>
<td>Review all pleadings and depositions.</td>
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<td>GB</td>
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<td>Oct-23-17</td>
<td>Review background materials from client; follow up calls re: same.</td>
<td>2.20</td>
<td>$330.00</td>
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<td>Oct-24-17</td>
<td>Review and analyze documents from client.</td>
<td>1.40</td>
<td>$210.00</td>
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<td>Oct-26-17</td>
<td>Numerous telephone calls to/from client.</td>
<td>0.60</td>
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<td><strong>27.30</strong></td>
<td><strong>$4,095.00</strong></td>
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<td></td>
<td></td>
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<tr>
<td>----------------------------</td>
<td>-----------</td>
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<tr>
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<td></td>
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<tr>
<td>Previous Payments</td>
<td>[Redacted]</td>
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<tr>
<td>Balance Due Now</td>
<td>[Redacted]</td>
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Invoice #: 6507
Page 2
November 16, 2017
ARLEO & DONOHUE, L.L.C.

622 Eagle Rock Avenue
West Orange, New Jersey 07052
Ph:973-736-8660 Fax:973-736-1712

March 16, 2017

Jersey City Corporation Counsel
City Hall
280 Grove Street
Jersey City, NJ 07302

Attention: Peter Baker

RE: OPRA and document requests (Consultation)

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<td>$120.00</td>
<td>TMD</td>
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Total Fees

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<th>Hours</th>
<th>Amount</th>
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<tr>
<td>Total Fees</td>
<td>0.80</td>
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Total Fees & Disbursements

Previous Balance

Previous Payments

Balance Due Now

File #: 1233-001
Inv #: 6327

Total Fees & Disbursements $120.00

Balance Due Now $120.00
**ARLEO & DONOHUE, L.L.C.**

622 Eagle Rock Avenue  
West Orange, New Jersey 07052  
Ph: 973-736-8660  
Fax: 973-736-1712

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<tr>
<th>DATE</th>
<th>DESCRIPTION</th>
<th>HOURS</th>
<th>AMOUNT</th>
<th>LAWYER</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mar-03-17</td>
<td>Review correspondence from counsel; review documents for OPRA request; legal research re: scope of response.</td>
<td>3.90</td>
<td>$585.00</td>
<td>TMD</td>
</tr>
<tr>
<td>Mar-15-17</td>
<td>Review OPRA response from PANYNJ.</td>
<td>2.50</td>
<td>$375.00</td>
<td>SCF</td>
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<tr>
<td><strong>Total Fees</strong></td>
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<td></td>
<td><strong>$960.00</strong></td>
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</table>

**Total Fees & Disbursements**

**Previous Balance**

**Previous Payments**

**Balance Due Now**

April 7, 2017

File #: 1233-001  
Inv #: 6352
**ARLEO & DONOHUE, L.L.C.**

622 Eagle Rock Avenue  
West Orange, New Jersey 07052  
Ph: 973-736-8660  Fax: 973-736-1712

Jersey City Corporation Counsel  
City Hall  
280 Grove Street  
Jersey City, NJ 07302

Attention: Peter Baker

RE: OPRA and document requests (Consultation)

<table>
<thead>
<tr>
<th>DATE</th>
<th>DESCRIPTION</th>
<th>HOURS</th>
<th>AMOUNT</th>
<th>LAWYER</th>
</tr>
</thead>
<tbody>
<tr>
<td>Feb-23-18</td>
<td>Telephone conference with client; review file for response.</td>
<td>1.30</td>
<td>$195.00</td>
<td>TMD</td>
</tr>
<tr>
<td>Feb-26-18</td>
<td>Numerous telephone calls; review and analyze documents.</td>
<td>1.40</td>
<td>$210.00</td>
<td>TMD</td>
</tr>
<tr>
<td>Mar-02-18</td>
<td>Discussed subpoena with TMD; conference call with TMD and Scott Carbone re: subpoena and meeting.</td>
<td>0.80</td>
<td>$120.00</td>
<td>GB</td>
</tr>
<tr>
<td>Mar-05-18</td>
<td>Met with corporate counsel to discuss subpoena.</td>
<td>3.90</td>
<td>$585.00</td>
<td>GB</td>
</tr>
<tr>
<td>Mar-07-18</td>
<td>Telephone call with JC Assistant Corp. Counsel.</td>
<td>0.20</td>
<td>$30.00</td>
<td>GB</td>
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<tr>
<td>Mar-08-18</td>
<td>Reviewed documents to respond to subpoena.</td>
<td>3.30</td>
<td>$495.00</td>
<td>GB</td>
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<tr>
<td>Mar-09-18</td>
<td>Call with JC Corporation Counsel; reviewing documents to respond to subpoena.</td>
<td>4.90</td>
<td>$735.00</td>
<td>GB</td>
</tr>
<tr>
<td>Mar-12-18</td>
<td>Legal research re: subpoena issues.</td>
<td>2.20</td>
<td>$330.00</td>
<td>TMD</td>
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<tr>
<td></td>
<td>Reviewed documents to respond to subpoena.</td>
<td>4.40</td>
<td>$660.00</td>
<td>GB</td>
</tr>
<tr>
<td>Mar-13-18</td>
<td>Telephone conference with adversary; telephone calls to/from counsel for witness; review and analyze responsive documents; legal research re: privilege.</td>
<td>3.70</td>
<td>$555.00</td>
<td>TMD</td>
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File #: 1233-001  
Inv #: 6763  
August 22, 2018
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<th>Hours</th>
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<tr>
<td>Mar-16-18</td>
<td>Reviewed documents with TMD for production in response to subpoena; research re: HIPPA laws; contacted outside counsel.</td>
<td>1.70</td>
<td>$255.00</td>
<td>GB</td>
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</tr>
<tr>
<td>Mar-19-18</td>
<td>Reviewed documents with TMD for production in response to subpoena; research re: HIPPA laws.</td>
<td>0.80</td>
<td>$120.00</td>
<td>GB</td>
<td></td>
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<tr>
<td>Mar-23-18</td>
<td>Review memo and correspondence.</td>
<td>0.60</td>
<td>$90.00</td>
<td>TMD</td>
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<tr>
<td>Mar-25-18</td>
<td>Review correspondence; prepare for conference with client.</td>
<td>1.10</td>
<td>$165.00</td>
<td>TMD</td>
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<tr>
<td>Mar-26-18</td>
<td>Reviewed and summarized deposition transcripts.</td>
<td>0.40</td>
<td>$60.00</td>
<td>GB</td>
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<tr>
<td>Mar-27-18</td>
<td>Prepare for meeting; numerous calls re: subpoena issues; conference with client.</td>
<td>2.20</td>
<td>$330.00</td>
<td>TMD</td>
<td></td>
</tr>
<tr>
<td>Apr-02-18</td>
<td>Review and analyze documents provided by client in response to subpoena; summarize same</td>
<td>7.00</td>
<td>$1,050.00</td>
<td>GB</td>
<td></td>
</tr>
<tr>
<td>Apr-03-18</td>
<td>E-mail outside counsel requesting responsive documents. Preliminary research re: work product</td>
<td>4.20</td>
<td>$630.00</td>
<td>GB</td>
<td></td>
</tr>
<tr>
<td>Apr-04-18</td>
<td>Multiple calls with client to coordinate production of documents; review documents provided by client; correspondence with outside counsel requesting responsive documents; correspondence with requestor; prepare flash drive with responsive documents.</td>
<td>6.50</td>
<td>$975.00</td>
<td>GB</td>
<td></td>
</tr>
<tr>
<td>Apr-05-18</td>
<td>Prepare flash drive of additional responsive documents to be mailed to requestor; review and summarize documents provided by client in response to subpoena; review deposition transcripts and draft memo summarizing relevant portions for counsel's review.</td>
<td>7.10</td>
<td>$1,065.00</td>
<td>GB</td>
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<tr>
<td>Apr-06-18</td>
<td>Review deposition transcripts and finalize memo summarizing relevant portions for co-counsel's review.</td>
<td>4.60</td>
<td>$690.00</td>
<td>GB</td>
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<tr>
<td>Apr-10-18</td>
<td>Review memo from counsel; prepare for subpoena compliance; follow up calls.</td>
<td>2.10</td>
<td>$315.00</td>
<td>TMD</td>
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<tr>
<td>Apr-12-18</td>
<td>Telephone calls and correspondence from adversary.</td>
<td>0.40</td>
<td>$60.00</td>
<td>TMD</td>
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<tr>
<td>Apr-13-18</td>
<td>Multiple calls with client; review documents in response to subpoena.</td>
<td>2.30</td>
<td>$345.00</td>
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<tr>
<td>Apr-17-18</td>
<td>Review documents in response to subpoena.</td>
<td>2.00</td>
<td>$300.00</td>
<td>GB</td>
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<tr>
<td>Apr-18-18</td>
<td>Conference with counsel to review status; numerous telephone calls to/from client; review and analyze documents.</td>
<td>2.20</td>
<td>$330.00</td>
<td>TMD</td>
<td></td>
</tr>
<tr>
<td>Apr-19-18</td>
<td>Review documents in response to subpoena; draft letter to requestor; Finalize production of responsive documents; legal research re: privilege</td>
<td>7.90</td>
<td>$1,185.00</td>
<td>GB</td>
<td></td>
</tr>
<tr>
<td>Apr-20-18</td>
<td>Prepare for and attend meeting with client; follow up telephone calls re: same; review correspondence and documents from co-counsel.</td>
<td>2.10</td>
<td>$315.00</td>
<td>TMD</td>
<td></td>
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<tr>
<td>Apr-25-18</td>
<td>Review privileged documents; phone call to client re: same</td>
<td>3.50</td>
<td>$525.00</td>
<td>GB</td>
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<tr>
<td>Apr-30-18</td>
<td>Phone call with client</td>
<td>0.10</td>
<td>$15.00</td>
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<tr>
<td>May-01-18</td>
<td>Review documents in response to subpoena.</td>
<td>8.10</td>
<td>$1,215.00</td>
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<td>May-02-18</td>
<td>Consultation with co-counsel; review file materials.</td>
<td>0.80</td>
<td>$120.00</td>
<td>TMD</td>
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<tr>
<td>May-03-18</td>
<td>Review and analyze documents for subpoena compliance; legal research re: privilege issues; review and analyze privilege documents.</td>
<td>2.60</td>
<td>$390.00</td>
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<td></td>
<td>Review documents preliminarily marked as privileged with TMD.</td>
<td>0.60</td>
<td>$90.00</td>
<td>GB</td>
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<td>May-04-18</td>
<td>Telephone calls to/from adversary; review all documents submitted in response to request; finalize submission.</td>
<td>1.70</td>
<td>$255.00</td>
<td>TMD</td>
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<tr>
<td></td>
<td>Prepare privilege log and cover letter in response to subpoena.</td>
<td>5.60</td>
<td>$840.00</td>
<td>GB</td>
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<tr>
<td>May-07-18</td>
<td>Organize file.</td>
<td>0.50</td>
<td>$75.00</td>
<td>GB</td>
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<td>Description</td>
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<tr>
<td>May 24, 18</td>
<td>Follow up calls to adversary.</td>
<td>0.40</td>
<td>$60.00</td>
<td>TMD</td>
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<tr>
<td>Jun 06, 18</td>
<td>Compose e-mail to TMD summarizing my work responding to the subpoena.</td>
<td>0.50</td>
<td>$75.00</td>
<td>GB</td>
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Total Fees

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Total Fees & Disbursements

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<tbody>
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<td>$16,800.00</td>
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Previous Balance

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</table>

Previous Payments

<p>| | |</p>
<table>
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<tbody>
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</table>

Balance Due Now

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$16,800.00</td>
</tr>
</tbody>
</table>
ATTACHMENT B
I, J. Nicholas Strasser, First Assistant Corporation Counsel for the City of Jersey City, certify that the bills submitted by Arleo & Donohue are for services rendered and delivered to the City of Jersey City regarding the provision of professional legal services in association with various matters of litigation from February, 2017 through June, 2018. I further certify that the bills received by the City from Arleo & Donohue, LLC for the provision of the services are fair and reasonable.

J. Nicholas Strasser, First Assistant Corporation Counsel
City of Jersey City

Date: 1/17/18
RELEASE AND AFFIDAVIT

This Release, dated , 2019, is given by the Releasor, Arleo & Donohue, LLC, referred to as “I,” to the City of Jersey City, and its agents and employees, referred to as “You.”

1. Release

I release and give up any and all claims, direct and indirect, and rights for any injury and/or damages which I may have against the City of Jersey City, and its agents and employees arising out of the provision of services or materials by me to the City of Jersey City in connection with the itemized services described in Attachment A.

2. Payment

As consideration for the Release, I will be paid $21,975.00 from You. I agree that I will not seek anything further including any other payment from You in relation to the services provided as itemized in Attachment A.

3. Who is Bound

I am bound by this Release. Anyone who succeeds to my rights and responsibilities, such as my heirs or the executor of my estate, is also bound. This Release is made for your benefit and all who succeed to your rights and responsibilities.

4. Signatures

I understand and agree to the terms of this Release.

Name: ____________________________ Date: ____________________________

Witnesses or Attested By:

Name: ____________________________ Date: ____________________________
A Resolution Congratulating Benicio Ortiz On his Receipt of the Eagle Scout Award

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

WHEREAS, the Boy Scouts of America were incorporated in the United States in 1910. The Boy Scouts of America is one of the nation's largest and most prominent values-based youth development organizations. The Boy Scouts of America provides a program that builds character, trains its members in the responsibilities of participating citizenship, and develops personal fitness; and

WHEREAS, for over a century, the Boy Scouts of America has helped build the future leaders of this country by combining educational activities and lifelong values with fun. The Boy Scouts of America believes - and, through over a century of experience, knows - that helping youth is a key to building a more conscientious, responsible and productive society; and

WHEREAS, Jersey City has been fortunate to have Boy Scout Troop 466 as a resource for youngsters interested in the Boy Scouts of America program. Troop 466 has had great success in developing Scouts from Tenderfoots through Eagle Scout, the highest rank in scouting. To earn Eagle Scout status a Scout must progress through all the ranks, earn 21 Merit Badges, serve six months in a leadership position, plan, develop and give leadership to a service project for any religious organization, school or community. They must also take part in Scoutmaster Conferences and successfully complete an Eagle Scout board review; and

WHEREAS, Benicio Ortiz has earned his Eagle Scout rank by completing his final project of constructing bat houses for Liberty State Park to serve as a sanctuary and aid in insect control and pollination. He is currently a junior at Liberty High School in Jersey City. Benicio has served as Quartermaster and Instructor to the boys of Troop 466. He plans to attend college and become either an attorney or a teacher. He hopes to buy a sailboat someday. Benicio's hobbies include computer/video games and skateboarding.

WHEREAS, on Sunday, January 20th 2019, Benicio Ortiz will be awarded the rank of Eagle Scout in the O'Keefe Commons of St Peter's Prep for recognition to his hard work and dedication to scouting.

NOW, THEREFORE, BE IT RESOLVED that the Municipal Council of the City of Jersey does hereby congratulate Benicio Ortiz for his achievement of the rank of Eagle Scout and wishes him continued success in the bright future that lies ahead of him.

APPROVED:                             
APPOROVED AS TO LEGAL FORM

APPROVED:                             
Business Administrator

Corporation Counsel

Certification Required
Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 1.24.19

<table>
<thead>
<tr>
<th>COUNCILPERSON</th>
<th>AYE</th>
<th>NAY</th>
<th>N.V.</th>
<th>COUNCILPERSON</th>
<th>AYE</th>
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<th>N.V.</th>
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<tbody>
<tr>
<td>RIDLEY</td>
<td>✓</td>
<td></td>
<td></td>
<td>PRINZ-AREY</td>
<td>✓</td>
<td></td>
<td></td>
<td>BOGGIANO</td>
<td>✓</td>
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<tr>
<td>PRINZ-AREY</td>
<td>✓</td>
<td></td>
<td></td>
<td>SOLOMON</td>
<td>✓</td>
<td></td>
<td></td>
<td>WATTERMAN</td>
<td>✓</td>
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<tr>
<td>BOGGIANO</td>
<td>✓</td>
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<td></td>
<td>ROBINSON</td>
<td>✓</td>
<td></td>
<td></td>
<td>LAVARRO, PRES.</td>
<td>✓</td>
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</table>

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

Record of Council Vote on Final Passage 1.24.19

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

Robert R. LaVarrro, Jr., President of Council  
Robert Byrne, City Clerk
Resolution of the City of Jersey City, N.J.

CITY OF JERSEY CITY
CORPORATE SEAL

City Clerk  File No.  Res. 19-062
Agenda No. 10.2.11
Approved: JAN 24 2019

TITLE:

A RESOLUTION CONGRATULATING SEAN FUEHRER ON HIS RECEIPT OF THE EAGLE SCOUT AWARD

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

WHEREAS, the Boy Scouts of America were incorporated in the United States in 1910. The Boy Scouts of America is one of the nation's largest and most prominent values-based youth development organizations. The Boy Scouts of America provides a program that builds character, trains its members in the responsibilities of participating citizenship, and develops personal fitness; and

WHEREAS, for over a century, the Boy Scouts of America has helped build the future leaders of this country by combining educational activities and lifelong values with fun. The Boy Scouts of America believes - and, through over a century of experience, knows - that helping youth is a key to building a more conscientious, responsible and productive society; and

WHEREAS, Jersey City has been fortunate to have Boy Scout Troop 466 as a resource for youngsters interested in the Boy Scouts of America program. Troop 466 has had great success in developing Scouts from Tenderfoots through Eagle Scout, the highest rank in scouting. To earn Eagle Scout status a Scout must progress through all the ranks, earn 21 Merit Badges, serve six months in a leadership position, plan, develop and give leadership to a service project for any religious organization, school or community. They must also take part in Scoutmaster Conferences and successfully complete an Eagle Scout board review; and

WHEREAS, Sean Fuehrer has earned his Eagle Scout rank by completing his final project. Sean's Eagle Scout Project consisted of the building of an informational kiosk at Reservoir #3 in Jersey City. He is a currently a junior at High Tech High School in Secaucus and plans to attend either Rider University, Seton Hall or Rutgers University to study Education/History. Sean has served as Senior Patrol Leader and Instructor to the boys of Troop 466. He enjoys hiking, comedy, judo, teaching, video games and art.

WHEREAS, on Sunday, January 20th 2019, Sean Fuehrer will be awarded the rank of Eagle Scout in the O'Keefe Commons of St. Peter's Prep for recognition to his hard work and dedication to scouting.

NOW, THEREFORE, BE IT RESOLVED that the Municipal Council of the City of Jersey does hereby congratulate Sean Fuehrer for his achievement of the rank of Eagle Scout and wishes him continued success in the bright future that lies ahead of him.

APPROVED:       APPROVED AS TO LEGAL FORM

APPROVED:       Business Administrator

Certification Required  □
Not Required  □

RECORD OF COUNCIL VOTE ON FINAL PASSAGE  1.24.19

<table>
<thead>
<tr>
<th>COUNCILPERSON</th>
<th>AYE</th>
<th>NAY</th>
<th>N.V.</th>
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<th>N.V.</th>
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<th>AYE</th>
<th>NAY</th>
<th>N.V.</th>
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<tbody>
<tr>
<td>RIDLEY</td>
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<td>YUN</td>
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<td>RIVERA</td>
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<td>PKUZ-AREY</td>
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<td>SOLOMON</td>
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<td>WATTERMAN</td>
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<td>SOGGIANO</td>
<td></td>
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<td>ROBINSON</td>
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<td>LAVARRO, PRES.</td>
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</tr>
</tbody>
</table>

Indicates Vote
N.V. Not Voting (Abstain)

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

Rugged Byrne, City Clerk

R. Lavarrro, Jr., President of Council
A RESOLUTION CONGRATULATING OLIVER FLORES ON HIS RECEIPT OF THE EAGLE SCOUT AWARD

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

WHEREAS, the Boy Scouts of America were incorporated in the United States in 1910. The Boy Scouts of America is one of the nation's largest and most prominent values-based youth development organizations. The Boy Scouts of America provides a program that builds character, trains its members in the responsibilities of participating citizenship, and develops personal fitness; and

WHEREAS, for over a century, the Boy Scouts of America has helped build the future leaders of this country by combining educational activities and lifelong values with fun. The Boy Scouts of America believes - and, through over a century of experience, knows - that helping youth is a key to building a more conscientious, responsible and productive society; and

WHEREAS, Jersey City has been fortunate to have Boy Scout Troop 466 as a resource for youngsters interested in the Boy Scouts of America program. Troop 466 has had great success in developing Scouts from Tenderfoots through Eagle Scout, the highest rank in scouting. To earn Eagle Scout status a Scout must progress through all the ranks, earn 21 Merit Badges, serve six months in a leadership position, plan, develop and give leadership to a service project for any religious organization, school or community. They must also take part in Scoutmaster Conferences and successfully complete an Eagle Scout board review; and

WHEREAS, Oliver Flores has earned his Eagle Scout rank by completing his final project. Oliver did extensive repair of broken pews of St. Paul of the Cross Church in the Jersey City Heights and supervised a cleaning of the entire church. He graduated from McNair Academic High School in 2017 and is currently a student at Hudson County Community College majoring in Business Management. Oliver has served as an Instructor for the boys of Troop 466. He plans to work with at-risk youth around the Jersey City area who are fleeing their homes due to abuse, neglect, social issues or getting into trouble with the authorities. Oliver enjoys playing baseball and eating diverse foods.

WHEREAS, on Sunday, January 20th 2019, Oliver Flores will be awarded the rank of Eagle Scout in the O'Keefe Commons of St. Peter's Prep for recognition to his hard work and dedication to scouting.

NOW, THEREFORE, BE IT RESOLVED that the Municipal Council of the City of Jersey does hereby congratulate Oliver Flores for his achievement of the rank of Eagle Scout and wishes him continued success in the bright future that lies ahead of him.

APPROVED:

APPROVED:

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 1.24.19

<table>
<thead>
<tr>
<th>COUNCILPERSON</th>
<th>AYE</th>
<th>NAY</th>
<th>N.V.</th>
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<th>AYE</th>
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N.V.-Not Voting (Abstain)

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

Rolando M. Lavarrro, Jr., President of Council

Robert Byrne, City Clerk
Resolution of the City of Jersey City, N.J.

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

WHEREAS, the Boy Scouts of America were incorporated in the United States in 1910. The Boy Scouts of America is one of the nation's largest and most prominent values-based youth development organizations. The Boy Scouts of America provides a program that builds character, trains its members in the responsibilities of participating citizenship, and develops personal fitness; and

WHEREAS, for over a century, the Boy Scouts of America has helped build the future leaders of this country by combining educational activities and lifelong values with fun. The Boy Scouts of America believes - and, through over a century of experience, knows - that helping youth is a key to building a more conscientious, responsible and productive society; and

WHEREAS, Jersey City has been fortunate to have Boy Scout Troop 466 as a resource for youngsters interested in the Boy Scouts of America program. Troop 466 has had great success in developing Scouts from Tenderfoots through Eagle Scout, the highest rank in scouting. To earn Eagle Scout status a Scout must progress through all the ranks, earn 21 Merit Badges, serve six months in a leadership position, plan, develop and give leadership to a service project for any religious organization, school or community. They must also take part in Scoutmaster Conferences and successfully complete an Eagle Scout board review; and

WHEREAS, John S Libitz, Jr. has earned his Eagle Scout rank by completing his final project. John’s Eagle Scout Project consisted of the installation of two park benches and road improvements to the Jersey City Reservoir #3 fishing area. He is currently a junior at High Tech High School in Secaucus. John plans to study Business Management at either Rutgers University or New Jersey City University hoping to open a business. He has served as Assistant Senior Patrol Leader, Patrol Leader, and Instructor to the boys of Troop 466. John enjoys biking, skateboarding, traveling, spending time outdoors and photography.

WHEREAS, on Sunday, January 20th 2019, John S. Libitz, Jr. will be awarded the rank of Eagle Scout in the O'Keefe Commons of St. Peter’s Prep for recognition to his hard work and dedication to scouting.

NOW, THEREFORE, BE IT RESOLVED that the Municipal Council of the City of Jersey does hereby congratulate John S. Libitz, Jr. for his achievement of the rank of Eagle Scout and wishes him continued success in the bright future that lies ahead of him.

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

Robert J. Lavarro, Jr., President of Council

Robert Byrne, City Clerk
A RESOLUTION CONGRATULATING CHRISTIAN MURGAS ON HIS RECEIPT OF THE EAGLE SCOUT AWARD

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

WHEREAS, the Boy Scouts of America were incorporated in the United States in 1910. The Boy Scouts of America is one of the nation's largest and most prominent values-based youth development organizations. The Boy Scouts of America provides a program that builds character, trains its members in the responsibilities of participating citizenship, and develops personal fitness; and

WHEREAS, for over a century, the Boy Scouts of America has helped build the future leaders of this country by combining educational activities and lifelong values with fun. The Boy Scouts of America believes - and, through over a century of experience, knows - that helping youth is a key to building a more conscientious, responsible and productive society; and

WHEREAS, Jersey City has been fortunate to have Boy Scout Troop 466 as a resource for youngsters interested in the Boy Scouts of America program. Troop 466 has had great success in developing Scouts from Tenderfoots through Eagle Scout, the highest rank in scouting. To earn Eagle Scout status a Scout must progress through all the ranks, earn 21 Merit Badges, serve six months in a leadership position, plan, develop and give leadership to a service project for any religious organization, school or community. They must also take part in Scoutmaster Conferences and successfully complete an Eagle Scout board review; and

WHEREAS, Christian Murgas has earned his Eagle Scout rank by completing his final project of a community health fair to raise awareness of resources that are available to the public. Christian is currently a senior at M.E.T.S. Charter School in Jersey City. He has served as Assistant Senior Patrol Leader and Instructor to the boys of Troop 466. Christian plans to earn a degree in paramedicine at West Haven University in Connecticut and become a licensed paramedic. His hobbies include table-top role-playing games, volunteering, and training in emergency services.

WHEREAS, on Sunday, January 20th 2019, Christian Murgas will be awarded the rank of Eagle Scout in the O'Keefe Commons of St. Peter's Prep for recognition to his hard work and dedication to scouting.

NOW, THEREFORE, BE IT RESOLVED that the Municipal Council of the City of Jersey does hereby congratulate Christian Murgas for his achievement of the rank of Eagle Scout and wishes him continued success in the bright future that lies ahead of him.
A RESOLUTION CONGRATULATING CODY CHRISTIAN ROSS ON HIS RECEIPT OF THE EAGLE SCOUT AWARD

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

WHEREAS, the Boy Scouts of America were incorporated in the United States in 1910. The Boy Scouts of America is one of the nation’s largest and most prominent values-based youth development organizations. The Boy Scouts of America provides a program that builds character, trains its members in the responsibilities of participating citizenship, and develops personal fitness; and

WHEREAS, for over a century, the Boy Scouts of America has helped build the future leaders of this country by combining educational activities and lifelong values with fun. The Boy Scouts of America believes - and, through over a century of experience, knows - that helping youth is a key to building a more conscientious, responsible and productive society; and

WHEREAS, Jersey City has been fortunate to have Boy Scout Troop 466 as a resource for youngsters interested in the Boy Scouts of America program. Troop 466 has had great success in developing Scouts from Tenderfoots through Eagle Scout, the highest rank in scouting. To earn Eagle Scout status a Scout must progress through all the ranks, earn 21 Merit Badges, serve six months in a leadership position, plan, develop and give leadership to a service project for any religious organization, school or community. They must also partake in Scoutmaster Conferences and successfully complete an Eagle Scout board review; and

WHEREAS, Cody Christian Ross has earned his Eagle Scout rank by completing his final project which consisted of deconstructing, rebuilding and enlarging the Hurricane Sandy-damaged Interpretive Center Dock at Liberty State Park to enhance its usability. He is currently a junior at St. Peter’s Preparatory School in Jersey City. Cody has served as Senior Patrol Leader and Venture Patrol Leader of the boys of Troop 466. He plans to major in Engineering in college. Cody’s hobbies include guitar playing, volunteering, kayaking, biking and hiking.

WHEREAS, on Sunday, January 20th 2019, Cody Christian Ross will be awarded the rank of Eagle Scout in the O’Keefe Commons of St. Peter’s Prep for recognition to his hard work and dedication to scouting.

NOW, THEREFORE, BE IT RESOLVED that the Municipal Council of the City of Jersey does hereby congratulate Cody Christian Ross for his achievement of the rank of Eagle Scout and wishes him continued success in the bright future that lies ahead of him.

APPROVED: ________________
Business Administrator

APPROVED: ________________
Corporation Counsel

Certification Required □
Not Required □

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 1.24.19

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

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

Roupaide R. Lavaro, Jr., President of Council
Robert Byrne, City Clerk
RESOLUTION HONORING LYNDA BLACKMON LOWERY
ON THE OCCASION OF LYNDA BLACKMON LOWERY DAY AT LINCOLN
HIGH SCHOOL

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

WHEREAS, Lynda Blackmon Lowery was born in 1950 in segregated Selma, Alabama and at age 13 heard the mighty Dr. Martin Luther King Jr. speak at a church service in her hometown. A transformational experience. Dr. King fixed his gaze on Lynda and explained that you could change anyone with "steady, loving confrontation;" and

WHEREAS, After Dr. King's first visit, there were nightly meetings to organize efforts to stand up for voting rights. The decision was made to train teenage children to march in non-violent protests; and

WHEREAS, Lynda Blackmon Lowery had a full year of training in non-violent confrontation before she started the March to Montgomery. Unfortunately Lynda and other protestors didn't get very far and were attacked as they crossed over the bridge in Selma on Bloody Sunday, March 7th 1965; and

WHEREAS, Lynda Blackmon Lowery overcame her fears, endured horrendous conditions and continued on the path to healing by eventually making the 5 day, 54 mile march to Montgomery. Lynda was one of only 300 protestors allowed to make the entire journey; and

WHEREAS, Lynda Blackmon Lowery wrote a memoir titled, "Turning 15 on the Road to Freedom" sharing her moving, true story of being the youngest person to walk from Selma to Montgomery on the Voting Rights March of 1965; and

WHEREAS, "Turning 15 on the Road to Freedom" has been recognized with numerous awards including the Kirkus Best Books of 2013, Booklist Editors' Choice 2015, the BCCB Blue Ribbon 2015 and a Silbert Informational Book Medal Honor; and

WHEREAS, Lynda Blackmon Lowery continues to be an inspiration to a new generation and wants Lincoln High School students to understand that the "The Selma Movement was a kid's movement. You have a voice too and with determination, you can be a history maker just like me."

NOW, THEREFORE, BE IT RESOLVED that the Jersey City Municipal Council does hereby honor Lynda Blackmon Lowery for her courage and bravery during the dark days of our nation's history and celebrates her legacy on Lynda Blackmon Lowery Day, January 16th 2019.

APPROVED: ____________  
APPROVED: ____________

APPROVED AS TO LEGAL FORM 

Certification Required □ 
Not Required □

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 1.24.19

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✓ Indicates Vote

N.V. - Not Voting (Abstain)

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

Rodrigo A. Lavaro, Jr., President of Council

Robert Byrne, City Clerk
A RESOLUTION APPROVING THE APPOINTMENT OF MEMBERS OF THE VACANT PROPERTY ADVISORY COMMITTEE BY THE COUNCIL PRESIDENT

COUNCIL offered and moved adoption of the following Resolution:

WHEREAS, by resolution the City Council created a Vacant Property Advisory Committee to review Chapter 254, (Property Maintenance) Article IV, (vacant properties) Section 21.3 (General requirements for vacant buildings & lots); and

WHEREAS, the resolution provides that three of the commissioners will be members of the Municipal Council, which will be appointed by the Council President, with the advice and consent of the City Council; and

WHEREAS, the Council President has appointed Jermaine Robinson, Ward F Councilperson, as a Vacant Lot Advisory Committee Commissioner; and

WHEREAS, the Council President has appointed Joyce Watterman, Councilperson At Large, as a Vacant Lot Advisory Committee Commissioner; and

WHEREAS, the Council President has appointed Michael Yun, Ward D Councilperson, as a Vacant Lot Advisory Committee Commissioner.

NOW, THEREFORE, BE IT RESOLVED that the Municipal Council of the City of Jersey City hereby give advice and consent to the appointment of the three commissioners named herein onto the Vacant Property Advisory Committee.

1/16/19
RESOLUTION FACT SHEET
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

| A RESOLUTION APPROVING THE APPOINTMENT OF MEMBERS OF THE VACANT PROPERTY ADVISORY COMMITTEE BY THE COUNCIL PRESIDENT |

Initiator

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<tr>
<td>Name/Title</td>
<td>Rolando Lavarro</td>
</tr>
<tr>
<td>Phone/email</td>
<td>201-547-5268</td>
</tr>
<tr>
<td></td>
<td><a href="mailto:RLavaro@jcnj.org">RLavaro@jcnj.org</a></td>
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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 provide that three of the commissioners will become the members of the Municipal Council, who will be appointed by the Council President, with the advice and consent of the City Council as the Vacant Property Advisory Committee Commissioners.

I certify that all the facts presented herein are accurate.

Council President
Rolando Lavarro  
1/17/2019 Date
Resolution of the City of Jersey City, N.J.

RESOLUTION AUTHORIZING A PROFESSIONAL SERVICE AGREEMENT WITH ERFS, INC. TO PROVIDE THE CITY OF JERSEY CITY WITH ENVIRONMENTAL SERVICES

COUNCIL offered and moved adoption of the following resolution:

WHEREAS, the Municipal Council of the City of Jersey City ("City") approved Resolution 14.335 on May 14, 2014 authorizing a professional services agreement with ERFS, Inc. ("ERFS") 2150 Highway 35, Suite 250, Sea Girt, NJ 08750 as the City requires the services of professionals including environmental engineers to monitor environmental remediation being undertaken by PPG Industries, Inc. ("PPG") on Garfield Avenue and other sites pursuant to a consent judgment entered into by the City and PPG; and

WHEREAS, PPG Industries is required to make $350,000 in payments for experts to be retained by Jersey City; and

WHEREAS, Resolution 08.814 approved on October 22, 2008 awarded a professional services contract in the amount of $100,000 to ERFS; and

WHEREAS, Resolution 11.056 approved on January 26, 2011 reauthorized a professional services contract with ERFS in the amount of $70,000; and

WHEREAS, Resolution 12.142 approved on January 22, 2012 awarded a professional services contract in the amount of $20,000 to ERFS; and

WHEREAS, Resolution 13.098 approved on February 13, 2013 ratified a professional services contract in the amount of $125,000 with ERFS; and

WHEREAS, Resolution 14.335 approved on May 14, 2014 amended a professional services agreement increasing the contract amount by an additional $150,000 with ERFS; and

WHEREAS, Resolution 15.432 approved on June 10, 2015, reauthorized and amended a professional services agreement with ERFS to increase the contract amount by an additional $75,000; and

WHEREAS, Resolution 16.649 approved on September 28, 2016, reauthorized a professional services agreement with ERFS and increased the contract amount by an additional $50,000; and

WHEREAS, Resolution 17.683 approved on August 16, 2017, reauthorized a professional services agreement with ERFS and increased the contract amount by an additional $50,000; and

WHEREAS, the previous year contract has expired and the City desires to enter into an additional agreement to expire on December 31, 2019; and

WHEREAS, the Division of Engineering, Traffic and Transportation will take the lead in the monitoring and execution of the environmental services agreement effective per this resolution; and

WHEREAS, ERFS agrees to provide these services at an hourly rate of $150.00, including expenses, for a total amount not to exceed $100,000; and

WHEREAS, N.J.S.A. 19:44A-20.4 et seq. (the Pay-to-Play Law) took effect on January 1, 2006; and

WHEREAS, these services qualify as professional services exempt from public bidding under the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq.; and
RESOLUTION AUTHORIZING A PROFESSIONAL SERVICE AGREEMENT
WITH ERFS, INC. TO PROVIDE THE CITY OF JERSEY CITY WITH
ENVIRONMENTAL SERVICES

WHEREAS, the Corporation Counsel has determined and certified in writing that the value of the contract will exceed $17,500; and

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

WHEREAS, ERFS, Inc. 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 ERFS from making any reportable contributions during the term of the contract; and

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

WHEREAS, ERFS has submitted its Certification of Compliance with the City’s Contractor Pay-to-Play Reform Ordinance 08-128 adopted on September 3, 2008; and

WHEREAS, funds in the amount of $100,000 are available in the Engineering Environmental/LSRP Account No. 04-215-55-152-990.

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

1. An agreement with ERFS, Inc. of 2150 Highway 35, Suite 250, Sea Girt, New Jersey 08750 to undertake an environmental investigation and remediation of the PPG Site located on Garfield Avenue, is authorized for a one year period from the date of execution and the contract amount is not to exceed $100,000.

2. The award of this contract shall be subject to the condition that the vendor provides satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et seq.

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.

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, shall be placed on file with this Resolution.

6. This agreement is awarded without competitive bidding as a professional services agreement under the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq.
RESOLUTION AUTHORIZING A PROFESSIONAL SERVICE AGREEMENT
WITH ERFS, INC. TO PROVIDE THE CITY OF JERSEY CITY WITH
ENVIRONMENTAL SERVICES

I hereby certify that funds in the amount of $100,000 are available in Account No.: 04-215-55-152-990 for payment of this resolution.

Donna Mauer, Chief Financial Officer

APPROVED:  

APPROVED AS PER LEGAL FORM

APPROVED:  

Certification Required □  Not Required □

RECORD OF COUNCIL VOTE ON FINAL PASSAGE  1.24.19

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

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

Roberto R. Lavaro, Jr., President of Council  Robert Byrne, City Clerk
RESOLUTION FACT SHEET - CONTRACT AWARD
This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING A PROFESSIONAL SERVICE AGREEMENT WITH ERFS, INC. TO PROVIDE THE CITY OF JERSEY CITY WITH ENVIRONMENTAL SERVICES

Project Manager

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<th>Environmental</th>
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<tbody>
<tr>
<td>Name/Title</td>
<td>Joe Cunha</td>
<td>Municipal Engineer</td>
</tr>
<tr>
<td>Phone/email</td>
<td>201-547-4412</td>
<td><a href="mailto:JCunha@jcnj.org">JCunha@jcnj.org</a></td>
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Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Contract Purpose

Authorization to renew professional services agreement for environmental services from January 1, 2018 through December 31, 2019

Cost (Identify all sources and amounts) 

<table>
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<th>General Engineering / Environmental Capital Account: 04-215-55-152-990</th>
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Type of award Professional Services – N.J.S.A. 40A:11-1 et.seq.

If “Other Exception”, enter type

Additional Information

This is an on-going environmental services contract for work at the PPG Industries site on Garfield Avenue, and goes back to Reso 08-814 approved October 22, 2008 through Reso 17-683 approved August 16, 2017. This contract will cover the a year term to expire on approximately December 31, 2019.

I certify that all the facts presented herein are accurate.

Jose R. Cunha, Municipal Engineer          Date
Vendor
ENVIRONMENTAL REMEDIATION & FINANCIAL SERVICES INC
2150 HIGHWAY 35, SUITE 250
SEA GIRT NJ 08750
EN191715

Dept. Bill To
ENG, TRAFF & TRANS
13-15 LINDEN AVE. EAST
JERSEY CITY NJ 07305

Vendor
ENVIRONMENTAL REMEDIATION & FINANCIAL SERVICES INC
2150 HIGHWAY 35, SUITE 250
SEA GIRT NJ 08750
EN191715

Description
AMENDING RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH ENVIRONMENTAL REMEDIATION AND FINANCIAL SERVICES (ERFS) LOCATED AT 2150 HIGHWAY 35, SUITE 250, SEA GIRT, NJ 08750 FOR REQUIRED SERVICES BY A PROFESSIONAL ENVIRONMENTAL ENGINEER TO MONITOR THE ENVIRONMENTAL REMEDIATION BEING UNDERTAKEN BY PPG INDUSTRIES, INC. ON GARRELD AVENUE AND OTHER SITES PURSUANT TO A CONSENT JUDGEMENT ENTERED INTO BY THE CITY AND PPG INDUSTRIES.

ESTIMATE COST FOR THESE SERVICES $200,000.00
PERIOD JANUARY 1, 2018 THROUGH DECEMBER 31, 2019

AMOUNT OF THIS REQUISITION $200,000.00
FUNDING SOURCE: ENGINEERING ENVIRONMENTAL CAPITAL

Requisition Total 200,000.00
RESOLUTION REAUTHORIZING A PROFESSIONAL SERVICE AGREEMENT WITH ERFS, INC. TO PROVIDE THE CITY OF JERSEY CITY WITH ENVIRONMENTAL SERVICES

COUNCIL

offered and moved adoption of the following resolution:

WHEREAS, the Municipal Council of the City of Jersey City ("City") approved Resolution 14-335 on May 14, 2014 authorizing a professional services agreement with ERFS, Inc., ("ERFS") 2150 Highway 35, Suite 250, Sea Girt, NJ 08750 as the City requires the services of professionals including environmental engineers to monitor environmental remediation being undertaken by PPG Industries, Inc. ("PPG") on Garfield Avenue and other sites pursuant to a consent judgment entered into by the City and PPG; and

WHEREAS, PPG Industries is required to make $350,000 in payments for experts to be retained by Jersey City; and

WHEREAS, Resolution 08-814 approved on October 22, 2008 awarded a professional services contract in the amount of $100,000 to ERFS; and

WHEREAS, Resolution 11-035 approved on January 26, 2011 reauthorized a professional services contract with ERFS in the amount of $70,000; and

WHEREAS, Resolution 12-142 approved on January 22, 2012 awarded a professional services contract in the amount of $250,000 to ERFS; and

WHEREAS, Resolution 13-098 approved on February 13, 2013 ratified a professional services contract in the amount of $125,000 with ERFS; and

WHEREAS, Resolution 14-335 approved on May 14, 2014 amended a professional services agreement increasing the contract amount by an additional $150,000 with ERFS; and

WHEREAS, Resolution 15-432 approved on June 10, 2015 reauthorized and amended a professional services agreement with ERFS to increase the contract amount by an additional $75,000; and

WHEREAS, Resolution 16-649 approved on September 28, 2016, reauthorized a professional services agreement with ERFS and increased the contract amount by an additional $50,000; and

WHEREAS, ERFS agrees to provide these services at an hourly rate of $150.00, including expenses, for a total amount not to exceed $500,000; and

WHEREAS, N.J.S.A. 19:44A-20.4 et seq. (the Pay-to-Play Law) took effect on January 1, 2006; and

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

WHEREAS, the Corporation Counsel has determined and certified in writing that the value of the contract will exceed $17,500; and

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

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

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

WHEREAS, ERFS has submitted its Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance 08-128 adopted on September 3, 2008; and
TITLE: RESOLUTION REAUTHORIZING A PROFESSIONAL SERVICE AGREEMENT WITH ERPS, INC. TO PROVIDE THE CITY OF JERSEY CITY WITH ENVIRONMENTAL SERVICES

WHEREAS, funds in the amount of $50,000 are available in Account No. 04-226-65-000-037.

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

1. An agreement with ERPS, Inc. of 2150 Highway 35, Suite 250, Sea Girt, New Jersey 08750 to undertake an environmental investigation and remediation of the PPG Site located on Garfield Avenue, is hereby authorized for a one year period and the contract amount is increased by an additional $50,000.

2. The award of this contract shall be subject to the condition that the vendor provides satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et seq.

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.

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, shall be placed on file with this Resolution.

6. This agreement is awarded without competitive bidding as a professional services agreement under the Local Public Contracts Law, N.J.S.A. 40A:11-1 at sec.

I hereby certify that funds in the amount of $50,000 are available in Account No.; 04-226-65-000-037 for payment of this resolution.

[Signature]
Dana Mauer, Chief Financial Officer

APPROVED:

[Signature]
Business Administrator

[Signature]
Corporation Counsel

APPROVED AS TO LEGAL FORM

RECORD OF COUNCIL VOTE ON FINAL PASSAGE B. 16. 17

<table>
<thead>
<tr>
<th>COUNCILPERSON</th>
<th>AYE</th>
<th>NAY</th>
<th>N.Y.</th>
<th>COUNCILPERSON</th>
<th>AYE</th>
<th>NAY</th>
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<td>GARDEN</td>
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<td>N.Y.</td>
<td>BOGIANO</td>
<td>Y</td>
<td>N</td>
<td>N.Y.</td>
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<td>GIADIN</td>
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<td>RIVERA</td>
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<td>N</td>
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<td>ROBINSON</td>
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<td>LAVARO</td>
<td>R</td>
<td>N</td>
<td>N.Y.</td>
</tr>
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</table>

☑ Indicates Vote

N.Y. - Not Voting (Abstain)

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

[Signature]
Robert Rynne, City Clerk

[Signature]
Filippo R. Lavano, Jr., President of Council
RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY ACCEPTING A GRANT AND AUTHORIZING THE EXECUTION OF A GRANT AGREEMENT WITH THE COUNTY OF HUDSON DEPARTMENT OF HEALTH AND HUMAN SERVICES OFFICE ON AGING

COUNCIL

Offered and Moved Adoption of the following Resolution:

WHEREAS, the City of Jersey City ("City") Department of Health & Human Services, Divisions of Senior Affairs and Food & Nutrition is desirous of entering into a grant agreement with the County of Hudson Department of Health Human Services Office on Aging ("County") in order to provide meals to senior congregate sites, to homebound elderly over the age of 60, and for socialization to ensure their wellbeing; and

WHEREAS, this grant is for the period of January 1, 2019 through December 31, 2019 in the amount of $1,095,641.00; and

WHEREAS, the City will provide monetary matching funds in the amount of $365,214.00, which will be allocated under the CY2019 budget; and

WHEREAS, this grant agreement may be reviewed and/or extended on a yearly basis, contingent on funding from the County of Hudson Department of Health and Human Services Office on Aging.

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

1. The Mayor and/or Business Administrator is authorized to accept for the City of Jersey City, Department of Health and Human Services Divisions of Senior Affairs and Food & Nutrition a grant for the calendar year 2019 in the amount of $1,095,641.00 from the County of Hudson Department of Health and Human Services Office on Aging;

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

3. The City will provide matching funds in the amount of $365,214.00 allocated under the CY2019 budget; and

4. The Mayor or Business Administrator is authorized to execute the grant agreement, in substantially the form of the attached.

APPROVED:

[Signatures]

APPROVED AS TO LEGAL FORM

[Signature]

RECORD OF COUNCIL VOTE ON FINAL PASSAGE

<table>
<thead>
<tr>
<th>COUNCILPERSON</th>
<th>AYE</th>
<th>NAY</th>
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<td>RIDLEY</td>
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<td></td>
<td>YUN</td>
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<td>SOLOMON</td>
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<td>PRINZ-AREY</td>
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<td></td>
<td>WATTERMAN</td>
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<td>BOGGIANO</td>
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<td>LAVARRO, PRES.</td>
<td></td>
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</table>

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

[Signatures]

Robert Byrne, Jr., President of Council

Ronald R. Lavarro, 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 OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY ACCEPTING A GRANT AND AUTHORIZING THE EXECUTION OF A GRANT AGREEMENT WITH THE COUNTY OF HUDSON DEPARTMENT OF HEALTH AND HUMAN SERVICES OFFICE ON AGING

Project Manager
<table>
<thead>
<tr>
<th>Department/Division</th>
<th>Health &amp; Human Services</th>
<th>Health Education</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name/Title</td>
<td>Stacey Flanagan</td>
<td>Director</td>
</tr>
<tr>
<td>Phone/email</td>
<td>(201) 547 6560</td>
<td><a href="mailto:SFanagan@jcnj.org">SFanagan@jcnj.org</a></td>
</tr>
</tbody>
</table>

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

Contract Purpose
This resolution accepts a grant from the Hudson County Department of Health and Human Services to fund programs including Meals on Wheels, Senior Congregate Meal Sites, and Nutrition Education for seniors in Jersey City. The grant funds are administered by the HHS Divisions of Senior Affairs and Food and Nutrition.

Cost (Identify all sources and amounts)
Grant Award: $1,095,641.00

Contract term (include all proposed renewals)
January 1, 2019 through December 31, 2020

Type of award
Grant awards

If “Other Exception”, enter type

Additional Information

I certify that all the facts presented herein are accurate.

Signature of Department Director
Re: 2019 Area Agency on Aging/Aging and Disabilities Resource Connection (AAA/ADRC) Notice of Initial Allocation

Dear Ms. Flanagan:

The Hudson County Board of Chosen Freeholders has approved the following 2019 Initial allocation for City of Jersey City through the Hudson County Area Agency on Aging/Aging and Disability Resource Connection (AAA/ADRC). The 2019 Initial allocation is as follows:

<table>
<thead>
<tr>
<th>Project #</th>
<th>Service</th>
<th>Funding Source</th>
<th>Initial Allocation</th>
<th>Projected Total Allocation</th>
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<tbody>
<tr>
<td>205</td>
<td>Congregate Nutrition</td>
<td>Ill-C-1</td>
<td>$44,107.00</td>
<td>$99,214.00</td>
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<tr>
<td>212</td>
<td>Nutrition Education &amp; Counseling</td>
<td>Ill-C-1</td>
<td>$45,000.00</td>
<td>$90,000.00</td>
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<td>206</td>
<td>Home Delivered Nutrition</td>
<td>Ill-C-2</td>
<td>$81,329.00</td>
<td>$162,658.00</td>
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<tr>
<td>206</td>
<td>Congregate Nutrition</td>
<td>NS1P</td>
<td>$27,081.00</td>
<td>$97,826.00</td>
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<tr>
<td>208</td>
<td>Home Delivered Nutrition</td>
<td>NS1P</td>
<td>$25,826.00</td>
<td>$93,368.00</td>
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<td>413</td>
<td>Socialization Recreation</td>
<td>SSBG</td>
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<td>HDM</td>
<td>Supplemental</td>
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<td>207</td>
<td>SWHDM</td>
<td>Supplemental</td>
<td>$26,367.00</td>
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<td>207</td>
<td>SWHDM</td>
<td>SWHDM</td>
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<td>Total</td>
<td></td>
<td></td>
<td>$785,897.00</td>
<td>$1,095,641.00</td>
</tr>
</tbody>
</table>

Please complete the 2019 contract electronically via DocuSign. A link to complete the contract will be emailed to you directly. Please be sure to complete the contract and submit by December 21, 2018. Please be certain to include the 25% match requirement consistent with your proposal within the contract and to budget your program accordingly based upon the allocation amount represented above.

Should you have any questions or need additional information, please do not hesitate to contact me at 201.369.4313 or by email at bpooffel@hcnj.us.

Thank you,

Brian Pooffel
Executive Director
County of Hudson
Department of Human Services
Area Agency on Aging

Attachment A
Standard Language Document

This Agreement is effective as of the date recorded on the signature page between the County of Hudson and the SUBGRANTEE identified on the signature page.

Whereas, the County of Hudson has approved certain moneys for the purchase of services related to the elderly; and

Whereas, the County has designated the Hudson County Area Agency on Aging ("HCAA") of the County Department of Health and Human Services ("Department") as the administrative office of the County responsible for the administration of monies allocated by the County for services under this Agreement; and

Whereas, the New Jersey Department of Health and Senior Services (the "NJDHSS") has been duly designated under the authority of N.J.S.A. 30:1A-1, 30:1-11, 30:1-12, and 30:1-20 to administer or supervise the administration of elderly service programs; and

Whereas, the County desires that the SUBGRANTEE provide services and the SUBGRANTEE has agreed to provide said services, in accordance with the terms and conditions contained in this Contract;

Therefore, the Department and the SUBGRANTEE agree as follows:

I. Definitions

For the purposes of this document, the following terms, when capitalized, shall have meaning as stated:

Additional Named Insured means an endorsement to an insurance policy extending the coverage to the County of Hudson against loss in accordance with the terms of the policy. Naming the County of Hudson as an additional named insured permits the County to pay the premium should the named insured fail to do so.

Annex(es) means the attachment(s) to this document containing programmatic and financial information.

Contract means this document, the Annex(es), any additional appendices or attachments (including any approved assignments, subcontracts or modifications) and all supporting documents including any documents submitted by the SUBGRANTEE as part of their response to the Request for Proposals (RFP). The Contract constitutes the entire Agreement between the parties.

Expiration means the cessation of the Contract because its term has ended.
Notice means an official written communication between the Department and the SUBGRANTEE. All Notices shall be delivered in person or by certified mail, return receipt requested, and shall be directed to the persons and addresses specified for such purpose in the Annex(es) or to such other persons as either party may designate in writing.

The Notice shall also be sent by regular mail and shall be presumed to have been received by the addressee five days after being sent to the last address known by the Department.

Termination means an official cessation of this Contract, prior to the expiration of its term that results from action taken by the Department or SUBGRANTEE in accordance with the provisions contained in this Contract.

II. Basic Obligation of the Department

Section 2.01 Payment Payment for Contract services delivered shall be based on allowable expenditures or the specified rate per unit of service delivered as established in Annex B. Such payment(s) shall be authorized by the Department in accordance with the time frames specified in the Annex B. Total payments shall not exceed the maximum Contract amount. All payments authorized by the Department under this Contract shall be subject to revision on the basis of an audit or audits conducted under Section 3.08 Audit or on the basis of any Department monitoring or evaluation of the Contract.

Section 2.02 Referenced Materials Upon written request of the SUBGRANTEE, the Department shall make available to the SUBGRANTEE copies of federal and State regulations and other material specifically referenced in this document.

III. Basic Obligation of the SUBGRANTEE

Section 3.01 Contract Services The SUBGRANTEE shall provide services to eligible persons in accordance with all specifications contained in this Contract.

Section 3.02 Reporting The SUBGRANTEE shall submit to the Department programmatic and financial reports on forms provided by the Department and any additional forms that may be required to meet reporting requirements under this agreement. The report frequency and due date(s) are to be specified by the Department.

Section 3.03 Compliance with Laws The SUBGRANTEE agrees in the performance of this Contract to comply with all applicable Federal, State and local laws, rules and regulations (collectively, "laws"), including but not limited to the following: State and local laws relating to licensure; Federal and State laws relating to safeguarding of client information; the Federal Civil Rights Act of 1964 (as amended); P.L. 1975, Chapter 127, of the State of New Jersey (N.J.S.A. 10:5-31 et seq.) and associated executive orders pertaining to affirmative action and nondiscrimination in public contracts; the Federal Equal Employment Opportunity Act; Section 504 of the Federal Rehabilitation Act of 1973 pertaining to non-discrimination on the basis of handicap, and regulations thereunder; the Americans with Disabilities Act (ADA), 42 U.S.C. 12101 et seq. Failure to comply with the laws, rules and regulations referenced above shall be grounds for Termination of this Contract for cause.
If any provision of this Contract shall conflict with any Federal or State law(s) or shall have the effect of causing the State to be ineligible for federal financial participation in payment for Contract services, the specific Contract provision shall be considered amended or nullified to conform to such law(s). All other Contract provisions shall remain unchanged and shall continue in full force and effect.

Section 3.04 Set-Off for State Tax Pursuant to N.J.S.A. 54:49-19, et seq., and not withstanding any provision of the law to the contrary, whenever any taxpayer (SUBGRANTEE), partnership or corporation under contract to provide goods or services or construction projects to the Department is entitled to payment for those goods or services at the same time a taxpayer, partner, or shareholder of that entity is indebted for any State tax, the Director of the Division of Taxation shall seek to set off so much of that payment as shall be necessary to satisfy the indebtedness. The amount of the set-off shall not allow for the deduction of any expense or other deduction, which might be attributable to the taxpayer, partner, or shareholder subject to, set-off under this Act.

The Director of Taxation shall give notice of the set-off to the taxpayer, partner, or shareholder and provide an opportunity for a hearing within 30 days of such notice under the procedures for protests established under R.S. 54:49-18. No request for conference, protest or subsequent appeal to the Tax Court from any protest shall stay the collection of the indebtedness. Interest that may be payable by the State, pursuant to P.L. 1987, c. 184 (c. 52:32-32 et seq.) to the taxpayer shall be stayed.

Section 3.05 Affirmative Action During the performance of this Contract, the SUBGRANTEE agrees as follows:

The SUBGRANTEE and its subcontractors, 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, sex or disability. Except with respect to affectional sexual orientation, the SUBGRANTEE will take to ensure that such applicants are recruited and employed.

The SUBGRANTEE will also take affirmative action to ensure that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, sex or disability. Such action shall include, but not limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The SUBGRANTEE 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 SUBGRANTEE and its subcontractors, where applicable, in all solicitations or advertisements for employees placed by or on behalf of the SUBGRANTEE, shall state that all qualified applicants will receive consideration for employment without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, sex or disability.
The SUBGRANTEE and its subcontractors, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the SUBGRANTEE's commitments under this Act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The SUBGRANTEE and its subcontractors, where applicable, agrees to comply with the regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amend and supplemented from time to time.

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

The SUBGRANTEE and its subcontractors 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.

The SUBGRANTEE and its subcontractors 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, sex or disability, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable federal law and applicable federal court decisions.

The SUBGRANTEE and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office 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 Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).

Section 3.06 Department Policies and Procedures. In the administration of this Contract, the SUBGRANTEE shall comply with all applicable policies and procedures issued by the Department including, but not limited to, the policies and procedures contained in the County of Hudson’s Purchasing Procedures and Procurement Manual or as otherwise directed by the appropriate personnel of the Department. Failure to comply with these policies and procedures shall be grounds to terminate this Contract.

Section 3.07 Financial Management System. The SUBGRANTEE's financial management system shall provide for the following:
a) accurate, current and complete disclosure of the financial results of this Contract and any other contract, grant, program or other activity administered by the SUBGRANTEE;

b) records adequately identifying the source and application of all SUBGRANTEE funds and all funds administered by the SUBGRANTEE. These records shall contain information pertaining to all contract and grant awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays, and income;

c) effective internal control structure over all funds, property and other assets. The SUBGRANTEE shall adequately safeguard all such assets and shall ensure that they used solely for authorized purposes;

d) comparison of actual outlays with budgeted amounts for this Contract and for any other contract, grant, program or other activity administered by the SUBGRANTEE;

e) accounting records supporting by source documentation;

f) procedures to minimized elapsed time between any advance payment issues and the disbursement of such advance funds by the SUBGRANTEE; and

g) Procedures consistent with the provisions of any applicable Department policies and procedures for determining the reasonableness, and whether allocation of costs under this Contract are allowed.

Section 3.08 Audit

The Department requires submission of the SUBGRANTEE's annual organization-wide audit.

Audits shall be conducted in accordance with the Federal Single Audit Act of 1984, generally accepted auditing standards as specified in the Statements on Auditing Standards issued by the American Institute of Certified Public Accounts and Government Auditing Standards issued by the Comptroller General of the United States.

At any time during the Contract term, the SUBGRANTEE's overall operations, its compliance with specific Contract provisions, and the operations of any assignees or subcontractors engaged by the SUBGRANTEE under Section 5.02 Assignment and Subcontracts may be subject to audit by the Department, by any other appropriate unit or agency of State or federal government, and/or by a private firm or firms retained or approved by the Department for such purpose.

Whether or not such audits are conducted during the Contract term, a final financial and compliance audit of Contract operations, including the relevant operations of any assignees or subcontractors, may be conducted after Contract Termination or Expiration. The SUBGRANTEE is subject to audit up to four years after Termination or Expiration of the Contract. If any audit has been started but not completed or resolved before the end of the four year period, the SUBGRANTEE continues to be subject to such audit until it is completed and resolved.
IV. Termination

The Department may terminate or suspend this Contract in accordance with the section listed below.

Section 4.01 Termination for Convenience by the Department or SUBGRANTEE

The Department may terminate this Contract upon 60 days written advance notice to the other party for any reason whatsoever, including lack of funding by the Department. The SUBGRANTEE may terminate this Contract upon 90 days advance written notice.

The parties expressly recognize and agree that the Department’s ability to honor the terms and conditions of this Contract is contingent upon receipt of federal funds and/or appropriations of the State legislature. If during the term of this Contract, therefore, the federal and/or the State government reduce its allocation to the Department, the Department reserves the right, upon notice to the SUBGRANTEE, to reduce or terminate the Contract.

Section 4.02 Default and Termination for Cause

If the SUBGRANTEE fails to fulfill or comply with any of the terms or conditions of the Contract, in whole or in part, the Department may by Notice place the SUBGRANTEE in default status, and take any action(s) as permitted by law or regulation.

The above notwithstanding, the Department may immediately upon Notice terminate the Contract prior to expiration, in whole or in part, whenever it is determined that the SUBGRANTEE has jeopardized the safety and welfare of the Department’s clients, materially failed to comply with the terms and conditions of the Contract, or whenever the fiscal or programmatic integrity of the Contract has been compromised. The Notice of Termination shall state the reason for the action(s); the SUBGRANTEE’s informal review options, time frames, and procedures; the effective date of the Termination; and the fact that a request for a review of the decision for action(s) does not preclude the determined action(s) from being implemented.

Section 4.03 Termination Settlement

When a Contract is terminated, the SUBGRANTEE shall be prohibited from incurring additional obligations of Contract funds. The Department may allow costs, which the SUBGRANTEE could not reasonably avoid during the Termination process to the extent that said costs, are determined to be necessary and reasonable.

The SUBGRANTEE and Department shall settle or adjust all accounts in a manner specified by the Department and shall be subject to a final audit under Section 3.08 Audit.

V. Additional Provisions

Section 5.01 Application of New Jersey Law

This Contract shall be governed, construed and interpreted in accordance with the laws of the State of New Jersey including the New Jersey Contractual Liability Act (N.J.S.A. 59:13-1 et seq.)

Section 5.02 Assignment and Subcontractors

This Contract, in whole or in part, may not be assigned by the SUBGRANTEE or assumed by another entity for any reason, including but not limited to changes in the corporate status of the SUBGRANTEE, without the prior
written consent of the Department. Upon prior written notice of a proposed assignment, the Department may (i) approve the assignment and continue the Contract to term; (ii) approve the assignment conditioned upon the willingness of the assignee to accept all contractual modifications deemed necessary by the Department; or (iii) disapprove the assignment and either terminate the Contract or continue the Contract with the original SUBGRANTEE.

Section 5.03 Client Fees. Other than as provided for in the Annex (as) and/or Department specific policies, the SUBGRANTEE shall impose no fees or any other types of charges of any kind upon recipients of Contract services.

Section 5.04 Indemnification. The SUBGRANTEE shall assume all risk of a responsibility for, and agrees to indemnify, defend and hold harmless the County of Hudson and its employees from and against any and all claims, demands, suits, actions, recoveries, judgments and costs, and expenses in connection therewith on account of loss of life, property or injury or damages to the person, body or property of any person or persons, whatsoever, which shall arise from or result directly or indirectly from (i) the work, service or materials provided under this Contract; or (ii) any failure to perform the SUBGRANTEE's obligations under this Contract or any improper or deficient performance of the SUBGRANTEE's obligations under this Contract. This indemnification obligation is not limited by, but is in addition to, the insurance obligations contained in this Contract.

Furthermore, the provisions of this indemnification clause shall in no way limit the obligations assumed by the SUBGRANTEE under this Contract, nor shall they be construed to relieve the SUBGRANTEE from any liability nor preclude the County of Hudson, its Agencies, and/or the Department from taking any other actions available to them under any other provisions of this Contract or otherwise in law.

Section 5.05 Insurance. The SUBGRANTEE shall maintain adequate insurance coverage. The County of Hudson shall be included as an Additional Named Insured on any insurance policy applicable to this Contract. Should the SUBGRANTEE fail to pay any premium on any insurance policy when due, the Department may pay the premium and, upon Notice to the SUBGRANTEE, reduce payment to the SUBGRANTEE by the amount of the premium payment.

Section 5.06 Modification and Amendments. If both parties to this Contract agree to amend or supplement this Contract, any and all such amendments or supplement shall be in writing and signed by both parties. The amendment or supplement shall incorporate the entire Contract by reference and will not serve to contradict, amend, or supplement the Contract except as specifically expressed in the amendment or supplement.

Section 5.07 Statement of Non-Influence. No person employed by the State of New Jersey has been or will be paid any fee, commission, or compensation of any kind or granted any gratuity by the SUBGRANTEE or any representative thereof in order to influence the awarding or administration of this Contract.

Section 5.08 Exercise of Rights. A failure or a delay on the part of the Department or the SUBGRANTEE in exercising any right, power or privilege under this Contract shall not waive that right, power or privilege. Moreover, a single or a partial exercise shall not prevent another or a further exercise of that or of any other right, power or privilege.
Section 5.09 Recognition of Cultural Sensitivity    The SUBGRANTEE agrees in the performance of this Contract to be sensitive to the needs of the minority population of the State of New Jersey. This sensitivity includes the employment, if possible, of a culturally diverse staff that can communicate with, and be representative of, the community it serves.

The SUBGRANTEE shall make programs linguistically appropriate and culturally relevant to undeserved minority groups within the community. Appropriate accommodations for services shall be developed and maintained for those minority individuals who are deprived of reasonable access to those services due to language barriers or ethnic and cultural differences. In addition, SUBGRANTEE shall make certain that all programs and services are reflective of the demographic needs of the community, while providing all minorities the opportunity to experience any and all available social services irrespective of their ethnic or cultural heritage.

Section 5.10 Copyrights    The Department reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish or otherwise use any work or materials developed under a Department or federally funded contract or subcontract. The Department also reserves the right to authorize others to reproduce, publish or otherwise use any work or materials developed under said contract and subcontract.

Section 5.11 Successor Contracts    If an audit or Contract closeout reveals that the SUBGRANTEE has failed to comply with the terms and/or conditions of this Contract, the Department reserves the right to make all financial and/or programmatic adjustments it deems appropriate to any other Contract entered into between the Department and the SUBGRANTEE.

Section 5.12 Sufficiency of Funds    The SUBGRANTEE agrees that this Contract is contingent upon availability of appropriated funding and fulfillment of the following procedure(s):

A separate Contract and award letter shall be sent by the Department to the Provider prior to the effective date of the Contract. The Contract shall include the Contract term and the approved Contract reimbursable ceiling. The Contract shall be signed by the authorized Provider signatory and returned to the Department. The Contract shall not be valid or binding and no payment(s), will be approved until the Contract is properly executed.

Whenever a Contract ceiling is revised (increased or decreased) during the Contract term, a Contract Modification confirmation letter shall be prepared by the Department and signed by the authorized Provider signatory.

The Contract term and reimbursement ceiling specified in the Contract confirmation letter(s) are hereby incorporated into and made a part of this Contract.

Section 5.13 Collective Bargaining    State and federal law allow employees to organize themselves into a collective bargaining unit.

Funds provided under this Contract shall not be utilized to abridge the rights of employees to organize themselves into a collective bargaining organization or preclude them from
negotiating with SUBGRANTEE management. Funds may be utilized for legitimate and reasonable management purposes at the direction of the SUBGRANTEE during the process of collective bargaining organization.

Section 5.14 Independent Employer Status Employees of SUBGRANDEES that Contract with the Department are employees of the SUBGRANTEE, not the State or County.

In accordance with the National Labor Relations Act, 29 U.S.C.A. 152(2) and State law, N.J.S.A. 34:13A-1 et seq., SUBGRANDEES are independent, private employers with all the rights and obligations of such, and are not political subdivisions of the Department of Health and Human Services.

As such, the SUBGRANTEE acknowledges that it is an independent SUBGRANTEE, providing services to the Department of Health and Human Services, typically through a contract-for-services agreement. As independent grant recipients, the SUBGRANTEE is responsible for the organization's overall function, including the overseeing and monitoring of its operations, the establishing of salary and benefit levels for its employees, and the handling of all personnel matters as the employer of its workers.

The SUBGRANTEE acknowledges its relationship with its employees as that of employer. While the Department has an adjunct role with SUBGRANTEE through regulatory oversight and ensuring contractual performance, the SUBGRANTEE understands that the Department is not the employer of any SUBGRANTEE employees.

The SUBGRANTEE further acknowledges that while the Department reimburses the SUBGRANTEE for all allowable costs under this Agreement, this funding mechanism does not translate into the Department being responsible for any of the elements of any collective bargaining agreements into which SUBGRANTEE may enter. Moreover, the SUBGRANTEE understands that it is responsible for funding its own programs and is not limited to the amount of funding provided by the Department, and, in fact, is encouraged to solicit non-State sources of funding, whenever possible.

Section 6.0 County Living Wage Ordinance Unless specifically exempted in writing by the County, the SUBGRANTEE recognizes the applicability of Hudson County's “Living Wage Ordinance” Resolution No. 364-6-2014, and agrees to comply with the terms of the ordinance.
Contract Signatures and Dates

The terms of this Contract have been read and understood by the persons whose signatures appear below, the parties agree to comply with the terms and conditions of the Contract set forth on the preceding pages in Articles I through Article VI, any related Annexes, and the Parties recognize and incorporate by reference the terms of the Request for Proposals.

This contract contains 10 pages plus attachments and is the entire Agreement between the parties. Oral evidence tending to contradict, amend or supplement the Contract is inadmissible, the parties having made the Contract as the final and complete expression of their agreement.

As to the COUNTY:

By: ____________________________
    (Signature)

    Abraham Antun
    (Type Name)

Title: County Administrator

Date: __________________________

Departmental Representative:

______________________________

Brian Poffel, Executive Director
Hudson County Area Agency on Aging

As to the SUBGRANTEE:

By: ____________________________
    (Signature)

    ____________________________
    (Type/Print Name)

Title: __________________________

Date: __________________________
STATE OF NEW JERSEY )
COUNTY OF HUDSON )

BE IT REMEMBERED, that on this ______ day of ______ Two Thousand Nineteen
Before me, the subscriber, a ______ personally appeared ALBERTO G. SANTOS, who
being duly sworn according to law, on his oath says that he is the Clerk of the Board of Chosen
Freeholders of the County of Hudson and that ABRAHAM ANTUN, is the County
Administrator, that he know the corporate seal said County of Hudson and that the seal affixed
to the foregoing instrument is the seal of said instrument and affixed said ABRAHAM
ANTUN, as County Administrator signed said instrument and affixed seal thereto as his
voluntary act and deed for the uses and purposes therein expressed, in attestation whereof, he
that said ALBERTO G. SANTOS, as Clerk, subscribed his name thereto.

ALBERTO G. SANTOS, CLERK
BOARD OF CHOSEN FREEHOLDERS

Subscribed and sworn to
Before me this ______ Day
of __________, 2019
RESOLUTION
No. 659-11-2018
On Motion of Freeholder Torres
Seconded by Freeholder Rodriguez

ACCEPTING AND APPROVING THE AWARD OF FAIR AND OPEN, AND GOVERNMENTAL CONTRACTS, TO VARIOUS PROVIDERS FOR THE OPERATION, ADMINISTRATION, AND MANAGEMENT OF SOCIAL SERVICE PROGRAMS BY THE HUDSON COUNTY OFFICE ON AGING JANUARY 1, 2019 THROUGH DECEMBER 31, 2019 ($4,492,833.00)

WHEREAS, the Local Public Contract Law authorizes the use of the competitive contracting process for the operation, administration, and management of social service programs N.J.S.A. 40A:11-4.1 b(2); and

WHEREAS, pursuant to and in compliance with N.J.S.A. 40A:11-4.1, et seq. and the contract procedures issued by the New Jersey Department of Human Services, Division of Aging Services, dated April 26, 2018, a Request for Proposals was prepared and advertised in accordance with a fair and open procurement process, thus satisfying the Pay to Play requirements found in N.J.S.A. 19:44A-20.4; and

WHEREAS, weighted criteria for scoring of the Proposals was established and an Evaluation Panel was created to review and score the Proposals; and

WHEREAS, as a result of the Request for Proposals issued on September 6, 2018, sixteen (16) respondents submitted Proposals in twenty-four (24) categories, which were received on October 4, 2018; and

WHEREAS, upon receipt of the Proposals by the County they were distributed to the Evaluation Panel for review and scoring; and

WHEREAS, the findings of the Evaluation Panel were submitted to the Advisory Council of the Hudson County Area Agency on Aging (AAA); and

WHEREAS, the Advisory Council of the AAA reviewed and supported the findings of the Evaluation Panel and;

WHEREAS, the Executive Director of the AAA, in conjunction with the Hudson County Qualified Purchasing Agent (QPA), prepared a report and made recommendations in support of findings of the Evaluation Panel; and

WHEREAS, the Report of the QPA was made available to the public pursuant to the requirements of N.J.S.A. 40A:11-4.4 (3) and a copy of the Proposals are on file with the Clerk to the Board of Chosen Freeholders; and

WHEREAS, based upon the Request for Proposals; the established weighted criteria; the proposals received and reviewed by the Evaluation Panel; and the recommendations of the Evaluation Panel and the Advisory Council, the Executive Director of the AAA and the QPA recommend the award of competitive contracts in the amount of ONE MILLION FOUR HUNDRED TWENTY NINE THOUSAND SEVEN DOLLARS AND 00/100 ($1,429,007.00) and governmental contracts in the amount of THREE MILLION SIXTY THREE THOUSAND EIGHT HUNDRED TWENTY SIX ($3,063,826.00) DOLLARS, for a total of FOUR MILLION FOUR HUNDRED NINETY TWO THOUSAND EIGHT HUNDRED THIRTY THREE ($4,492,833.00) DOLLARS be awarded as follows:
### BOARD OF CHOSEN FREEHOLDERS
#### COUNTY OF HUDSON

**RESOLUTION**

<table>
<thead>
<tr>
<th>No.</th>
<th>Page 2</th>
</tr>
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<tr>
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<td>On Motion of Freeholder</td>
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**GOVERNMENTAL AGENCY AWARDS**

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<td>219</td>
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<td>SSBG</td>
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</table>
WHEREAS, this contract shall be dependent upon the future appropriation of funds in the 2019 fiscal year budget for the purposes of this contract and the Chief Financial Officer providing a certification, to be affixed to this resolution, as to the availability of funds for this contract upon that appropriation.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Hudson that:

1. The aforesaid recitals are incorporated therein as though fully set forth at length.

2. The Board hereby authorizes the County Executive, Thomas A. DiGiuseppe, or County Administrator, Abraham Anton, or Deputy County Administrator, David B. Drumeler, or their lawfully appointed designee, to execute any and all documents and take any and all actions necessary to complete and realize the intent and purpose of this resolution.

3. This Resolution shall take effect immediately.

<table>
<thead>
<tr>
<th>Freeholder</th>
<th>Aye</th>
<th>Nay</th>
<th>Abst</th>
<th>N.P.</th>
<th>Freeholder</th>
<th>Aye</th>
<th>Nay</th>
<th>Abst</th>
<th>N.P.</th>
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</thead>
<tbody>
<tr>
<td>Walker</td>
<td>✓</td>
<td></td>
<td></td>
<td></td>
<td>Rivas</td>
<td>✓</td>
<td></td>
<td></td>
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<tr>
<td>Cifelli</td>
<td>✓</td>
<td></td>
<td></td>
<td></td>
<td>Rodriguez</td>
<td>✓</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>Kopacz</td>
<td></td>
<td>✓</td>
<td></td>
<td></td>
<td>Ranaie</td>
<td></td>
<td>✓</td>
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</tr>
<tr>
<td>Torres</td>
<td></td>
<td></td>
<td>✓</td>
<td></td>
<td>Chairperson- Vailiet</td>
<td>✓</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>O'Dea</td>
<td>✓</td>
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</table>

It is hereby certified that at a regular meeting of the Board of Freeholders of the County of Hudson held on the 2nd day of June, A.D. 2018, the foregoing resolution was adopted with 7 members voting in the affirmative and 0 in the negative.

APPROVED AS TO LEGAL FORM

BY:

DONATO J. BATTISTA
HUDSON COUNTY COUNSEL
Source: Department of Health & Human Services

AW:team

4
RESOLUTION AUTHORIZING A CLOSED SESSION OF THE MUNICIPAL COUNCIL ON MONDAY, FEBRUARY 11, 2019 AT 5:00 PM TO DISCUSS MATTERS WITHIN THE ATTORNEY-CLIENT PRIVILEGE RELATED TO JERSEY CITY LABOR NEGOTIATIONS

COUNCIL offered and moved adoption of the following Resolution:

WHEREAS, the Municipal Council of the City of Jersey City is the governing body of the municipality; and

WHEREAS, meetings of municipal governing bodies are governed by the provisions of the Open Public Meetings Act, N.J.S.A. 10:4 et seq. ("the Act"); and

WHEREAS, the Act requires that all meetings of governing bodies shall be open to the public, although N.J.S.A. 10:4-12 sets forth exceptions to this requirement; and

WHEREAS, N.J.S.A. 10:4-12(b)(7) authorizes the governing body to hold a closed session to discuss pending or anticipated litigation in which the governing body is, or may become, a party, or matters falling within the attorney-client privilege, to the extent that confidentiality is required in order for the City's attorney to exercise his or her ethical duties as a lawyer; and

WHEREAS, the Act requires that a closed session shall be authorized by resolution, which shall indicate when the minutes of the closed session shall be released to the public; and

WHEREAS, the Municipal Council wishes to discuss the following matter:

- Ongoing labor negotiations.

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

1. A closed session of the Municipal Council will be held during the regularly scheduled Caucus Meeting of the Council on Monday, February 11, 2019, to discuss ongoing labor negotiations. The meeting will take place in the Efrain Rosario Municipal Council Caucus Room in City Hall, 280 Grove Street, Jersey City at 5:00 PM; and

2. The minutes of this closed session shall be released to the public when the Corporation Counsel deems that the legal interests of the City of Jersey City will not be impaired by such release.

1/22/2019

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 1-24-19

<table>
<thead>
<tr>
<th>COUNCILPERSON</th>
<th>AYE</th>
<th>NAY</th>
<th>N.V.</th>
<th>COUNCILPERSON</th>
<th>AYE</th>
<th>NAY</th>
<th>N.V.</th>
<th>COUNCILPERSON</th>
<th>AYE</th>
<th>NAY</th>
<th>N.V.</th>
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</thead>
<tbody>
<tr>
<td>RILEY</td>
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<td>YUN</td>
<td></td>
<td></td>
<td></td>
<td>PRINZ-AREY</td>
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<tr>
<td>PRINZ-AREY</td>
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<td></td>
<td></td>
<td>SOLOMON</td>
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<td>BOGGIANO</td>
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<tr>
<td>BOGGIANO</td>
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</tbody>
</table>

✓ Indicates Vote

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

Rafael R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk
RESOLUTION FACT SHEET
This summary sheet is to be attached to the front of any Resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the Resolution.

Full Title of Resolution

| RESOLUTION AUTHORIZING A CLOSED SESSION OF THE MUNICIPAL COUNCIL ON MONDAY, FEBRUARY 11, 2019 AT 5:00 PM TO DISCUSS MATTERS WITHIN THE ATTORNEY-CLIENT PRIVILEGE RELATED TO JERSEY CITY LABOR NEGOTIATIONS |

Initiator

<table>
<thead>
<tr>
<th>Department/Division</th>
<th>Law</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name/Title</td>
<td>Peter J. Baker Corporation Counsel</td>
</tr>
<tr>
<td>Phone/email</td>
<td>201-547-5229 <a href="mailto:PBaker@jcnj.org">PBaker@jcnj.org</a></td>
</tr>
</tbody>
</table>

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 authorize a closed session of the Municipal Council to discuss matters ongoing labor negotiations.

I certify that all the facts presented herein are accurate.

Signature of Department Director        Date

January 24, 2019