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

TITLE:

RESOLUTION AUTHORIZING AN EMERGENCY TEMPORARY APPROPRIATION

COUNCIL adopted 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 $305,680,793.

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>
</tr>
</thead>
<tbody>
<tr>
<td>INFO. TECH. O/E</td>
<td>20-140</td>
<td>$300,000</td>
<td>$550,000</td>
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<tr>
<td>OFFICE OF THE CITY CLERK O/E</td>
<td>20-120</td>
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<td>LAW O/E</td>
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<td>EMPLOY GROUP HEALTH INS. O/E</td>
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<td>$50,000,000</td>
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<tr>
<td>BLDG. &amp; STREET MAINT. O/E</td>
<td>26-281</td>
<td>$975,000</td>
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<td>AUTOMOTIVE SERVICES O/E</td>
<td>26-316</td>
<td>$1,850,000</td>
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<td>PARKS MAINTENANCE O/E</td>
<td>26-375</td>
<td>$200,000</td>
<td>$300,000</td>
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<tr>
<td>MUNICIPAL COURTS O/E</td>
<td>43-460</td>
<td>$50,000</td>
<td>$100,000</td>
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<tr>
<td>PRIOR YEAR BILLS</td>
<td>30-471</td>
<td>$20,098</td>
<td>$20,469</td>
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<tr>
<td>TOTAL INCREASE</td>
<td></td>
<td></td>
<td>$21,410,371</td>
</tr>
</tbody>
</table>

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

APPROVED:

APPROVED AS TO LEGAL FORM

Business Administrator

Corporation Counsel

Certification Required ☐  Not Required ☐

APPROVED  ☑  ☐

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 4.24.19

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

Robert R. Lavarro, Jr., President of Council

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

<table>
<thead>
<tr>
<th>FuH Title of Ordinance/Resolution</th>
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<tbody>
<tr>
<td>RESOLUTION AUTHORIZING AN EMERGENCY TEMPORARY APPROPRIATION</td>
</tr>
</tbody>
</table>

Initiator

<table>
<thead>
<tr>
<th>Department/Division</th>
<th>ADMINISTRATION</th>
<th>BUDGET</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name/Title</td>
<td>ROZANI PELC-PENTEADO</td>
<td></td>
</tr>
<tr>
<td>Phone/email</td>
<td>201-547-4964</td>
<td><a href="mailto:PELCR@JCNJ.ORG">PELCR@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

<table>
<thead>
<tr>
<th>Resolution Purpose</th>
</tr>
</thead>
<tbody>
<tr>
<td>THIS RESOLUTION IS TO INCREASE THE TEMPORARY BUDGET TO COVER OPERATING EXPENSES</td>
</tr>
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</table>

I certify that all the facts presented herein are accurate.

Signature of Department Director: _____________________________
Date: ________________

4/17/2019
Resolution of the City of Jersey City, N.J.

RESOLUTION REQUESTING COUNCIL REPRESENTATION AS MEMBER OF THE HOUSING AUTHORITY OF JERSEY CITY

COUNCIL

offered and moved adoption of the following Resolution:

WHEREAS, the City of Jersey City is currently the second largest municipality in the State of New Jersey; and

WHEREAS, the size and diversity of the City of Jersey City present unique challenges, creates a high volume of legislative work, and requires informed decisions from Councilmembers on a variety of complex subjects; and

WHEREAS, the Councilmembers believe that, to best understand and serve the needs of the City of Jersey City, a council member should be represented as a member of the Housing Authority of Jersey City; and

WHEREAS, pursuant to N.J.S.A. 40A:12A-17(a), the Housing Authority of Jersey City consists of seven members; and

WHEREAS, further pursuant to N.J.S.A. 40A:12A-17(a), five of the seven members of the Housing Authority shall be appointed by the governing body of the municipality; one of the seven members shall be appointed by the mayor; and one of the seven shall be appointed by the Commissioner of Community Affairs; and

WHEREAS, pursuant to N.J.S.A. 40A:12A-17(d), no more than one member of a housing authority may be an officer or employee of the municipality or county by which the authority is created.

NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of the City of Jersey City that this Municipal Council respectfully requests that the Mayor of the City of Jersey City appoint a member of this Municipal Council, or his/her designee, to serve as a member of the Housing Authority of Jersey City.

APPROVED: APR 24 2019

APPROVED AS TO LEGAL FORM

Certification Required □ Not Required □

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 4.24.19

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<tr>
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<td>RILEY</td>
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<td>BOGGIANO</td>
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<td>ROBINSON</td>
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<td>LAVARRO, PRES.</td>
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</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.

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
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Full Title of Ordinance/Resolution

| RESOLUTION REQUESTING COUNCIL REPRESENTATION AS MEMBER OF THE HOUSING AUTHORITY OF JERSEY CITY |

Initiator

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<tr>
<th>Department/Division</th>
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<tbody>
<tr>
<td>Name/Title</td>
<td>Councilwoman Joyce Watterman</td>
</tr>
<tr>
<td>Phone/email</td>
<td>(201) 547-5134 <a href="mailto:jwatterman@jenj.org">jwatterman@jenj.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

Due to the high volume of legislative work and the need for councilmembers to make informed decisions on a variety of complex subjects, the councilmembers will be more capable of understanding and serving the needs of Jersey City if a council member is represented on the Housing Authority of Jersey City.

Request that the Mayor appoint a member of the Municipal Council, or his/her designee, to serve as a member of the Housing Authority of Jersey City.

I certify that all the facts presented herein are accurate.

Signature of Council Member  Date
RESOLUTION REQUESTING COUNCIL REPRESENTATION ON THE JERSEY CITY EMPLOYMENT AND TRAINING PROGRAM EXECUTIVE BOARD

COUNCIL offered and moved adoption of the following Resolution:

WHEREAS, the City of Jersey City is currently the second largest municipality in the State of New Jersey; and

WHEREAS, the size and diversity of the City of Jersey City present unique challenges, creates a high volume of legislative work, and requires informed decisions from Councilmembers on a variety of complex subjects; and

WHEREAS, the Jersey City Employment and Training Program (JCETP) is a non-profit agency, that provides employment resources and training to the public; and

WHEREAS, the Councilmembers believe that, to best understand and serve the needs of the City of Jersey City, a council member should be represented as a member of the JCETP Executive Board; and

WHEREAS, the JCETP Executive Board is comprised of seven (7) members appointed by the Mayor of the City of Jersey City.

NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of the City of Jersey City that this Municipal Council respectfully requests that the Mayor of the City of Jersey City appoint a member of this Municipal Council, or his/her designee, to the Jersey City Employment and Training Program Executive Board.

APPROVED

APPROVED AS TO LEGAL FORM

RECORD OF COUNCIL VOTE ON FINAL PASSAGE

<table>
<thead>
<tr>
<th>COUNCILPERSON</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.

Roberto R. Lavarro, Jr., President of Council

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

RESOLUTION REQUESTING COUNCIL REPRESENTATION ON THE JERSEY CITY EMPLOYMENT AND TRAINING PROGRAM EXECUTIVE BOARD

Initiator

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<td>(201) 547-5134 <a href="mailto:jwatterman@jcnj.org">jwatterman@jcnj.org</a></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

Due to the high volume of legislative work and the need for councilmembers to make informed decisions on a variety of complex subjects, the councilmembers will be more capable of understanding and serving the needs of Jersey City if a council member is represented on the Jersey City Employment and Training Program Executive Board.

Request that the Mayor appoint a member of the Municipal Council, or his/her designee, to serve as a member of the Jersey City Employment and Training Program Executive Board.

I certify that all the facts presented herein are accurate.

Signature of Council Member

Date

4/10/19
Resolution of the City of Jersey City, N.J.

RESOLUTION REQUESTING COUNCIL REPRESENTATION ON THE LIBRARY BOARD OF TRUSTEES

COUNCIL offered and moved adoption of the following Resolution:

WHEREAS, the City of Jersey City is currently the second largest municipality in the State of New Jersey; and

WHEREAS, the size and diversity of the City of Jersey City present unique challenges, creates a high volume of legislative work, and requires informed decisions from Councilmembers on a variety of complex subjects; and

WHEREAS, the Library Board of Trustees manages the property of and makes rules and regulations for the government of the libraries of Jersey City; and

WHEREAS, the libraries of Jersey City are an important public resource that provide programming to the public; and

WHEREAS, the Councilmembers believe that, to best understand and serve the needs of the City of Jersey City, a Councilmember should serve on the Library Board of Trustees; and

WHEREAS, pursuant to N.J.S.A. 40:54-9 five to seven individuals may be "appointed by the mayor or chief executive" to the Library Board of Trustees.

NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of the City of Jersey City that this Municipal Council respectfully requests that the Mayor of the City of Jersey City appoint a member of this Municipal Council, or his/her designee, to the Jersey City Library Board of Trustees.

APPROVED: APR 24 2019

APPROVED: Business Administrator

APPROVED AS TO LEGAL FORM

Certification Required □
Not Required □

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 4.24.19

<table>
<thead>
<tr>
<th>COUNCILPERSON</th>
<th>AYE</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>PRINZ-AREY</td>
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<td>BOGGIANO</td>
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<td>ROBINSON</td>
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<td>LAVARRO, PRES.</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.

Roberto R. Lavarrro, Jr., President of Council

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

RESOLUTION REQUESTING COUNCIL REPRESENTATION ON THE LIBRARY BOARD OF TRUSTEES

Initiator

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Resolution Purpose

Due to the high volume of legislative work and the need for councilmembers to make informed decisions on a variety of complex subjects, the councilmembers will be more capable of understanding and serving the needs of Jersey City if a council member is represented on the Jersey City Library Board of Trustees.

Request that the Mayor appoint a member of the Municipal Council, or his/her designee, to serve as a member of the Jersey City Library Board of Trustees.

I certify that all the facts presented herein are accurate.

[Signature of Council Member] [Date]
RESOLUTION REQUESTING COUNCIL REPRESENTATION ON THE MUNICIPAL UTILITIES AUTHORITY BOARD

COUNCIL

offered and moved adoption of the following Resolution:

WHEREAS, the City of Jersey City is currently the second largest municipality in the State of New Jersey; and

WHEREAS, the size and diversity of the City of Jersey City present unique challenges, creates a high volume of legislative work, and requires informed decisions from Councilmembers on a variety of complex subjects; and

WHEREAS, the Municipal Utilities Authority board is the managing body of the Jersey City Municipal Utilities Authority (JCMUA); and

WHEREAS, the JCMUA provides water and wastewater collection services throughout the City of Jersey City; and

WHEREAS, this Council decides matters involving the JCMUA and its relationship with the City on a frequent basis; and

WHEREAS, the Councilmembers believe that, to best understand and serve the needs of the City of Jersey City, a Councilmember should serve as a member of Municipal Utilities Authority.

NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of the City of Jersey City that this Municipal Council respectfully requests that a member of this Municipal Council, or his/her designee, serve on the Jersey City Municipal Utilities Authority board.

APPROVED: ________________________

APPROVED AS TO LEGAL FORM

Robert Byrne, City Clerk

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 4.24.19

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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.

Robert Byrne, City Clerk

Roberto R. Lavarro, Jr., President of Council
RESOLUTION FACT SHEET –
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<th>RESOLUTION REQUESTING COUNCIL REPRESENTATION ON THE MUNICIPAL UTILITIES AUTHORITY BOARD</th>
</tr>
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Initiator

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<tr>
<th>Department/Division</th>
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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

Due to the high volume of legislative work and the need for councilmembers to make informed decisions on a variety of complex subjects, the councilmembers will be more capable of understanding and serving the needs of Jersey City if a council member is represented on the Jersey City Municipal Utilities Authority board.

Request that the Mayor appoint a member of the Municipal Council, or his/her designee, to serve as a member of the Jersey City Municipal Utilities Authority board.

I certify that all the facts presented herein are accurate.

<table>
<thead>
<tr>
<th>Signature of Council Member</th>
<th>Date</th>
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</table>
RESOLUTION REQUESTING COUNCIL REPRESENTATION ON THE RENT LEVELING BOARD

COUNCIL

offered and moved adoption of the following Resolution:

WHEREAS, the City of Jersey City is currently the second largest municipality in the State of New Jersey; and

WHEREAS, the size and diversity of the City of Jersey City present unique challenges, creates a high volume of legislative work, and requires informed decisions from Councilmembers on a variety of complex subjects; and

WHEREAS, the Councilmembers believe that, to best understand and serve the needs of the City of Jersey City, a council member should be represented as a member of the Rent Leveling Board; and

WHEREAS, pursuant to §260-11(A) of the Jersey City Municipal Code, the Rent Leveling Board shall consist of seven members, all of whom are residents of the City of Jersey City; and

WHEREAS, pursuant to §260-11(C) of the Jersey City Municipal Code, the Board members shall be appointed by the Mayor with the consent of the Municipal Council; and

WHEREAS, pursuant to §260-11(B) of the Jersey City Municipal Code, the Mayor may also appoint two alternate members of the Board with the consent of the Municipal Council for a term of one year and until their successors are appointed and qualified.

NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of the City of Jersey City that this Municipal Council respectfully requests that the Mayor of the City of Jersey City appoint a member of this Municipal Council, or his/her designee, to serve as a member of the Rent Leveling Board of Jersey City.

APPROVED: 04/15/19

APPROVED AS TO LEGAL FORM

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 4.24.19

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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 –
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 COUNCIL REPRESENTATION ON THE RENT LEVELING BOARD

Initiator

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<tr>
<td>Name/Title</td>
<td>Councilwoman Joyce Watterman</td>
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<tr>
<td>Phone/email</td>
<td>(201) 547-5134</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

Due to the high volume of legislative work and the need for councilmembers to make informed decisions on a variety of complex subjects, the councilmembers will be more capable of understanding and serving the needs of Jersey City if a council member is represented on the Rent Leveling Board of Jersey City.

Request that the Mayor appoint a member of the Municipal Council, or his/her designee, to serve as a member of the Rent Leveling Board of Jersey City.

I certify that all the facts presented herein are accurate.

Signature of Council Member  

Date  

4/16/19
Resolution of the City of Jersey City, N.J.

RESOLUTION HONORING PIERRE EMMANUEL LEANDRE
FOR HIS EXCELLENT PUBLIC SERVICE TO THE CITY OF JERSEY CITY

WHEREAS, the City of Jersey City is proud to recognize Pierre Emmanuel Leandre for his service to Jersey City; and

WHEREAS, Pierre Emmanuel Leandre attended the State University of New York (SUNY) at Stony Brook for his undergraduate and graduate studies where he received a Bachelor's Degree in Political Science and a Master's Degree in Public Policy; and

WHEREAS, Pierre Emmanuel Leandre after his time at SUNY Stony Brook, attended Rutgers University School of Law at Newark where he interned with the Essex County Prosecutor's Office, the Port Authority of New York and New Jersey Law Department, and the United States District Court for the District of New Jersey; and,

WHEREAS, Pierre Emmanuel Leandre, upon graduation clerked for the Honorable Marilyn C. Clark, P.J.Cr. the Presiding Chief Judge of the Criminal Division in Passaic County, New Jersey; and,

WHEREAS, Pierre Emmanuel Leandre, after his one year clerkship was sworn-in as an Assistant Prosecutor for Passaic County, New Jersey where he served as an assistant prosecutor for four (4) years; and,

WHEREAS, Pierre Emmanuel Leandre, in January 19, 2016 joined the City of Jersey City as Director and Counselor-At-Law for the Office of Tax Abatements and Compliance and under his leadership made significant strides and made the Office an efficient, effective and respective Office; and,

WHEREAS, Pierre Emmanuel Leandre, has always dreamt of serving his country in some fashion and has announced that he will be joining the United States Department of Homeland Security Office of Chief Counsel in New York City. As an Attorney, Pierre Emmanuel Leandre looks forward to continue to help protect the rights and liberties of all Americans by ensuring that all regulatory functions comply with relevant statutes and Executive Orders.

NOW, THEREFORE, BE IT RESOLVED that the Municipal Council of the City of Jersey City is proud to honor Pierre Emmanuel Leandre for his excellent and dedicated public service and wishes him continued success in his career.

APPROVED:

APPROVED AS TO LEGAL FORM

APPROVED:

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 4.24.19

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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]

Robert R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk
WHEREAS, the City of Jersey City is proud to recognize The Sejong Cultural Education, Inc; and,

WHEREAS, The Sejong Cultural Education, Inc was established in 1992 to address the needs of adoptees and children in Korean families by offering programs that encourage appreciation of the Korean and Korean-American Culture; and,

WHEREAS, Working with the Korean-American community, The Sejong Cultural Education Inc has done magnificent work for the Korean community dedicating its energies towards creating programs that foster positive changes in our youth; and,

WHEREAS, The Sejong Cultural Education, Inc, plays a vital role in building the confidence and esteem of its participants, with programs such as Camp Sejong, providing a social safety net and uplifting their spirits through enlightening engagement; and,

WHEREAS, The Sejong Cultural Education, Inc programs benefit many Jersey City residents including Sergeant Frank Thomson, who was born in Korea and is an alumni. The SCEI ensures the vitality of Korean-Americans in Jersey City with these very important programs; and,

WHEREAS, on April 25th, 2019 The Sejong Cultural Education, Inc will hold its 9th Annual Fundraising Gala in Fort Lee, New Jersey.

NOW, THEREFORE BE IT RESOLVED, that the Municipal Council of the City of Jersey City hereby thanks The Sejong Cultural Education, Inc for all their valuable contributions to the lives of so many Korean residents here in Jersey City and in the State of New Jersey and sincerely hopes that your organization continues to thrive and prosper.
RESOLUTION RECOGNIZING JOSEPH KIM SEXTON
AS THE NEW JERSEY STATE CHAMPION OF THE 2019 POETRY OUT LOUD FESTIVAL

WHEREAS, the City of Jersey City is proud to recognize Joseph Kim Sexton on becoming the 2019 Poetry Out Loud New Jersey State Champion; and,

WHEREAS, Poetry Out Loud (POL) is a national poetry recitation program that started in 2005 for all high school students grades 9-12. POL has grown to reach more than 3 million students and 50,000 teachers from 10,000 schools in every state, Washington DC, the US Virgin Islands, and Puerto Rico; and,

WHEREAS, Joseph Kim Sexton, after placing 1st at McNair Academic High School's POL competition, Joseph won Regionals on February 15th and on March 12th at The Grunin Center for the Arts at Ocean County College, Joseph was named State Champion; and,

WHEREAS, Joseph Kim Sexton is a first generation Korean American, one of 3 children, born in Jersey City to parents, KK and Daniel Sexton. Joseph is brother to Nick and Renee Sexton; and,

WHEREAS, Joseph Kim Sexton is an avid writer, filmmaker and actor. Joseph's play "Windows Wide" won the Blank Theatre's Nationwide Young Playwrights Competition and received a professionally staged presentation in Hollywood last summer. Joseph's screenplays have screened and won top prizes as well at the Rhode Island Film Festival, the Garden State Film Festival, and the Golden Door Film Festival here in Jersey City; and,

WHEREAS, Joseph Kim Sexton, founded the JC Humanitarian & Global Responsibility Fair and is currently Senior Class President at McNair High. Joseph was recently accepted and will be attending either Columbia University, Yale, Princeton, or Harvard next year; and,

WHEREAS, Joseph Kim Sexton will head to the Poetry Out Loud National Finals on April 30th in Washington, DC at The George Washington University Lisner Auditorium where he will perform one of 3 prepared pieces.

NOW, THEREFORE, BE IT RESOLVED that the Municipal Council of the City of Jersey City does hereby commend Joseph Kim Sexton, during April's celebration of National Poetry Month, on his outstanding achievement at the POL State Finals and wishes him the best of luck and "break a leg" at the upcoming National POL finals in Washington, DC.

APPROVED:

APPROVED AS TO LEGAL FORM

Certification Required ☐

Not Required ☐

APPROVED 9-0

 RECORD OF COUNCIL VOTE ON FINAL PASSAGE 4.24.19

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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.

Rafaelo R. Lavurro, Jr., President of Council
Robert Byrne, City Clerk
A RESOLUTION RECOGNIZING APRIL 2019 
AS HUDSON COUNTY COMMUNITY COLLEGE MONTH

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

WHEREAS, the more than thirteen hundred community and technical colleges, public and private, in the United States have contributed enormously to the richness and accessibility of American higher education, and, nearly half of all undergraduate college students in the nation today are enrolled in community colleges; and,

WHEREAS, by providing educational opportunities at costs and locations accessible to all who are qualified, community and technical colleges have greatly enhanced the opportunity for every ambitious student, young or old, to enter a postsecondary school program, and as community-based institutions, our schools provide varied programs and offer specialized training for more than one thousand occupations; and,

WHEREAS, Hudson County Community College, founded in 1974, has undergone tremendous growth in the last two decades; and is the largest institution of higher education in Hudson County, enrolling more than 15,000 students through 67 degree and certificate programs; and,

WHEREAS, Hudson County Community College has expanded its facilities - including its award-winning Gabert Library and STEM Building, with the support of the County; and,

WHEREAS, Hudson County Community College has the largest proportion of Hispanic students graduating with a degree or certificate of all New Jersey colleges and universities (public and private); and,

WHEREAS, Hudson County Community College has been recognized by the Middle States Commission on Higher Education for its exceptional Self Study during the March 2019 Reaccreditation process, and,

WHEREAS, Hudson County Community College’s Culinary Arts/Hospitality Management program has been ranked number six in the U.S. by Best Choice Schools; over 94% of HCCC Nursing program graduates have passed the NCLEX first time out, placing the program’s graduates in the top tier of two- and four-year nursing programs nationwide; and, in 2017, the Equality of Opportunity Project ranked HCCC in the top 5% of 2,200 U.S. higher education institutions for social mobility, and,
A RESOLUTION RECOGNIZING APRIL 2019
AS HUDSON COUNTY COMMUNITY COLLEGE MONTH

WHEREAS, HCCC Trustees, faculty, staff and students have received numerous national recognitions including, but not limited to: the 2017 Diana Hacker TYCA Outstanding Programs in English Award in Enhancing Developmental Education, presented by the Two-Year College English Association; Hudson Transportation Management 2017 New Jersey Smart Workplaces Award (Bronze); American Association of Community Colleges 2016 Awards of Excellence-Exemplary CEO/Board Finalist to Dr. Glen Gabert; Association of Community College Trustees (ACCT) 2016 Northeast Regional Equity Award to HCCC Board of Trustees; Association of College and Research Libraries (ACRL) 2016 Excellence in Academic Libraries Award; American Association of Community Colleges 2015 Awards of Excellence - Advancing Diversity Finalist; New Jersey Business & Industry Association New Good Neighbor Award in 2015 for the HCCC Library Building; Green Emerald 2015 Award for Urban Green Project for the HCCC Library Building; National Tutoring Association 2014 Excellence in Tutoring Award; Association of Community College Trustees 2013 Northeast Regional Marie M. Martin Chief Executive Officer Award to Dr. Glen Gabert; American Association of Community Colleges 2013 Awards of Excellence - Student Success Finalist; New Jersey Business & Industry Association New Good Neighbor Award in 2012 for the HCCC North Hudson Campus; Association of Community College Trustees 2012 Northeast Regional Charles Kennedy Equity Award; Association of Community College Trustees 2012 Northeast Regional Professional Board Staff Member Award to Jennifer Oakley; Hudson Transportation Management 2011 New Jersey Smart Workplaces Award (Silver); Hudson County Planning Board 2010 Smart Growth Gold Award; New Jersey Business & Industry Association New Good Neighbor Award in 2009 for the HCCC Culinary Conference Center, among others; and,

WHEREAS, in recognition of the important contributions of community and technical colleges to our total educational system, in 1985 the United States Congress authorized and requested then President Ronald Reagan to issue Proclamation 5418 establishing a National Community College Month;

NOW, THEREFORE, BE IT RESOLVED that the Members of the Jersey City Municipal recognize April 2019 as Hudson County Community College Month.

APPROVED: _________________
Business Administrator

APPROVED AS TO LEGAL FORM: ____________________________
Corporation Counsel

Certification Required ☐
Not Required ☐

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 4.24.19

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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.

Roberto R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk
Resolution of the City of Jersey City, N.J.

RESOLUTION AUTHORIZING THE CITY OF JERSEY CITY
TO ENTER INTO POLLING PLACE AGREEMENTS WITH
THE HUDSON COUNTY BOARD OF ELECTIONS

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

WHEREAS, the following elections shall take place in Jersey City on the dates specified below:

Primary Election: June 4, 2019
General Election, School Board Election & Municipal Election November 5, 2019

WHEREAS, it is the duty of the Hudson County Board of Elections to designate various sites as polling places; and

WHEREAS, the Hudson County Board of Elections has so designated the following sites in Jersey City for the above elections:

D Ward, 11th District, 28 Paterson Street
D Ward, 12th District, 28 Paterson Street
D Ward, 13th District, 28 Paterson Street

WHEREAS, pursuant to N.J.S.A. 40A:12-14(b), it is necessary for the City of Jersey City to enter into license agreements with the Hudson County Board of Elections for the use of the above-mentioned sites.

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

1. The following sites have been designated as polling places:

D Ward, 11th District, 28 Paterson Street
D Ward, 12th District, 28 Paterson Street
D Ward, 13th District, 28 Paterson Street

2. The Hudson County Board of Elections in consideration for the use of said sites shall pay the City of Jersey City Fifty Dollars ($50.00) per site.

3. The Mayor or the Business Administrator is hereby authorized to execute said license on behalf of the City of Jersey City and to take such steps as may be necessary to effectuate the purposes of this resolution.

APPROVED:______________
Business Administrator

APPROVED AS TO LEGAL FORM:______________
Corporation Counsel

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 4.24.19

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

Robert R. Lavarro, Jr., President of Council

Approved: ____________
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 CITY OF JERSEY CITY TO ENTER INTO POLLING PLACE AGREEMENTS WITH THE HUDSON COUNTY BOARD OF ELECTIONS

Initiator

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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

LEASE POLLING PLACES TO THE HUDSON COUNTY BOARD OF ELECTION.

I certify that all the facts presented herein are accurate.

Signature of Department Director  4/7/19  Date
RESOLUTION AUTHORIZING THE CITY COLLECTOR TO TRANSFER 2013 TAX YEAR PREMIUMS PAID ON TAX LIENS PURCHASED AT THE TAX SALE ON DECEMBER 19, 2013 FROM THE TAX COLLECTOR TO THE CITIES MISCELLANEOUS REVENUE NOT ANTICIPATED ACCOUNT (MRNA).

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

WHEREAS, if a premium has been bid at tax sale it is held by the Tax Collector in a premium redemption account for five years (5); and

WHEREAS, if the certificate is redeemed within five years (5) from the date of the sale, the premium will be returned to the purchaser of the certificate; and

WHEREAS, if the certificate has not been redeemed at the end of five years, the premium payment is then paid over to the Treasurer of the municipality and the premium money becomes part of the general municipal revenue for that year as miscellaneous revenue not anticipated also known as (MRNA); and

NOW, THEREFORE BE IT RESOLVED, by the Municipal Council of the City Of Jersey City, that the Tax Collector of the City Of Jersey City be and is hereby authorized to transfer the premiums paid on tax liens not redeemed within the 5 year period per the attached list totaling $13,200.00 from the premium account to the miscellaneous revenue not anticipated account also known as (MRNA); and

BE IT FURTHER RESOLVED, by the Municipal Council of the City of Jersey City that these funds shall be made available by the city treasurer on a legitimate claim for these premiums in the event the property owner filed a bankruptcy petition and the five year limitation was extended as per R.S. 54-5-33.

TRANSFER TO ACCOUNT 01-194-16-692 FOR $13,200.00

APPROVED: 

APPROVED AS TO LEGAL FORM

Certification Required □ Not Required □

APPROVED 8-0

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

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING THE CITY COLLECTOR TO TRANSFER 2013 TAX YEAR PREMIUMS PAID ON TAX LIENS PURCHASED AT THE TAX SALE ON DECEMBER 19, 2013 FROM THE TAX COLLECTOR TO THE CITIES MISCELLANEOUS REVENUE NOT ANTICIPATED ACCOUNT (MRNA).

Initiator

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<th>ADMINISTRATION</th>
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<tr>
<td>Name/Title</td>
<td>ANTHONY ESPOSITO</td>
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</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 TRANSFER MONEY FROM THE TAX COLLECTOR'S PREMIUM LIEN ACCOUNT INTO THE CITIES MISCELLANEOUS REVENUE NOT ANTICIPATED ACCOUNT (MRNA).

I certify that all the facts presented herein are accurate.

Signature of Department Director ___________________ Date _______________
RESOLUTION AUTHORIZING REFUNDS DUE TO OVERPAYMENTS ON PROPERTY TAX ACCOUNTS.

COUNCIL OFFERED, AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, the attached tax accounts have duplicate payments on the property tax accounts; and

WHEREAS, the owner/entity acting on behalf of the owner has requested a refund due to the duplicate payment; and

WHEREAS, the Tax Collector would like to issue a tax refund to the individual/entity acting on behalf of the owner requesting the refund on the attached schedule and;

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey, in the County of Hudson, state of New Jersey, that the refunds, as outlined on the attached schedule be issued, and the records of the Tax Collector’s office be accordingly adjusted.

Voucher B094602 Total of Refund $604,542.01

APPROVED:  

APPROVED AS TO LEGAL FORM:  

CERTIFICATION REQUIRED □  NOT REQUIRED □

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 4.24.19

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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.
| Voucher # | Name                                      | Address 1 | Address 2 | City        | State | Zip     | Principal | Interest | Total    | Account Block | Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/Lot/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RESOLUTION FACT SHEET - NON-CONTRACTUAL
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Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING REFUNDS DUE TO OVERPAYMENTS ON PROPERTY TAX ACCOUNTS.

Initiator

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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

REFUNDS DUE TO OVERPAYMENTS ON PROPERTY TAX ACCOUNTS.

I certify that all the facts presented herein are accurate.

Signature of Department Director ___________________________ Date ___________________________
RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY
AUTHORIZING PROGRAM CONTRACTS UNDER THE COMMUNITY SERVICES
BLOCK GRANT (CSBG) FOR PROGRAM YEAR JANUARY 1, 2019 THROUGH
DECEMBER 31, 2019

COUNCIL, offered and moved adoption of
the following resolution:

WHEREAS, the New Jersey Department of Community Affairs (DCA) has awarded the
City of Jersey City an initial grant in the amount of $233,450.00 under the Community
Services Block Grant (No. 2019-05235-0488-00); and

WHEREAS, this initial allocation of $233,450.00 represents a portion of the overall
anticipated allocation of approximately $933,801.00; and

WHEREAS, the City of Jersey City recognizes and accepts that the Department of
Community Affairs may offer a lesser or greater amount upon receipt of the Grant
Agreement from DCA; and

WHEREAS, upon receiving a commitment from the Department of Community Affairs for
the balance of the funding anticipated, the Division of Community Development will
increase these contracts to reflect the full funding identified on the following page; and

WHEREAS, the operation of the activities proposed in the City of Jersey City’s application
requires that we subcontract with the agencies listed on the attached page; and

WHEREAS, the City of Jersey City has solicited competitive proposals for the provision
of these services; and

WHEREAS, the Department of Community Affairs has approved services proposed by
the subgrantees listed on the attached page; and

WHEREAS, this grant will be effective for the period of January 1, 2019 through
December 31, 2019.

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey
City, that the Mayor or Business Administrator is hereby authorized to enter into contracts
under the Community Services Block Grant Program and to execute amendments and
modifications to agreements during the year.

BE IT FURTHER RESOLVED that upon receipt of full funding from the New Jersey
Department of Community Affairs, the Mayor or Business Administrator, through its
Division of Community Development, may increase contracts to reflect the full funding
identified on the following page.
RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY AUTHORIZING PROGRAM CONTRACTS UNDER THE COMMUNITY SERVICES BLOCK GRANT (CSBG) FOR PROGRAM YEAR JANUARY 1, 2019 THROUGH DECEMBER 31, 2019

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<td>Garden State Episcopal Homeless Outreach</td>
<td>25,000</td>
<td>75,000</td>
<td>100,000</td>
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<tr>
<td>Hudson Community Enterprises</td>
<td>5,000</td>
<td>15,000</td>
<td>20,000</td>
<td></td>
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<tr>
<td>Jersey City Dept. of Health &amp; Human Services (Senior Nutrition)</td>
<td>50,069</td>
<td>150,169</td>
<td>200,225</td>
<td>133341</td>
<td>906</td>
</tr>
<tr>
<td>Jersey City Free Public Library (TASC)</td>
<td>5,250</td>
<td>15,750</td>
<td>21,000</td>
<td>133342</td>
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<tr>
<td>Jersey City Free Public Library (Succeeding at Work &amp; Life)</td>
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<td>39,000</td>
<td>52,000</td>
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<td>604</td>
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<tr>
<td>Let's Celebrate, Inc. (Food Security Network)</td>
<td>12,500</td>
<td>37,500</td>
<td>50,000</td>
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<tr>
<td>New City Kids, Inc.</td>
<td>15,700</td>
<td>41,250</td>
<td>55,000</td>
<td>133345</td>
<td>506</td>
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<tr>
<td>Puertrriqueños Asociados for Community Organization (P.A.C.O.)</td>
<td>6,468</td>
<td>19,404</td>
<td>25,872</td>
<td>133346</td>
<td>980</td>
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<tr>
<td>Salvation Army Jersey City Corps Community Center (After School Program)</td>
<td>16,250</td>
<td>48,750</td>
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<td>Salvation Army Jersey City Corps Community Center (Basic Needs)</td>
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<td>Drex for Success Hudson County Skills For Success, (Financial Literacy)</td>
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<td>7,500</td>
<td>10,000</td>
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<tr>
<td>The Sharing Place, Inc.</td>
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<td>20,000</td>
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<td>WomenRising, Inc. (Workforce)</td>
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<td>37,500</td>
<td>50,000</td>
<td>133351</td>
<td>924</td>
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<tr>
<td><strong>TOTAL</strong></td>
<td>233,450</td>
<td>700,381</td>
<td>933,801</td>
<td></td>
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</tr>
</tbody>
</table>

I hereby certify that funds in the amount of $233,450.00 are available in Account No. 02-213-40-902 for this initial allocation.

Elizabeth Castillo, Acting Chief Financial Officer

APPROVED:               APPROVED AS TO LEGAL FORM
Business Administrator
Corporation Counsel

Certification Required □
Not Required □

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 4.24.19

<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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<tbody>
<tr>
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<td>PRINZ-AREY</td>
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<td>BOGGIANO</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.

Robert Byrne, City Clerk
Full Title of Ordinance/Resolution

Resolution of the Municipal Council of the City of Jersey City Authorizing Program Contracts under the Community Services Block Grant (CSBG) for program year January 1, 2019 through December 31, 2019

Project Manager

<table>
<thead>
<tr>
<th>Department/Division</th>
<th>Housing, Economic Development &amp; Commerce (HEDC)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name/Title</td>
<td>Kiyada Pittman</td>
</tr>
<tr>
<td>Phone/email</td>
<td>201-547-5468</td>
</tr>
<tr>
<td></td>
<td><a href="mailto:kpittman@jcnj.org">kpittman@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 Community Services Block Grant (CSBG) is an anti-poverty grant that provides funding to various social service agencies. Services range from educational programs to youth to Meals on Wheels programs for senior citizens.

In regulation with the Department of Community Affairs (DCA) the Community Services Grant Term funds for this grant are available for one fiscal year. The program year of operation for this grant is January 1, 2019 -- December 31, 2019.

Cost (Identify all sources and amounts)

| Grant Funds - $233,450 (initial allocation). Expected total allocation of $933,801.00 |

Contract term (include all proposed renewals)

| Grant Term is from January 1, 2019 -- December 31, 2019 |

Type of award

| State (DCA) Funding |

If “Other Exception”, enter type

| |

Additional Information

| |

I certify that all the facts presented herein are accurate.

Signature of Division Director: ___________________________ Date: 4/11/19

Signature of Department Director: ___________________________ Date: 12/19
Memorandum

To: Council President Lavarro, Jr. & Members of the Municipal Council
From: Carmen Gandulla, Director – Division of Community Development
Date: April 10, 2019
Subject: Resolution of the Municipal Council of the City of Jersey City authorizing program contracts under the Community Services Block Grant (CSBG) for program year January 1, 2019 through December 31, 2019

Synopsis: The Department of Community Affairs (DCA) allocated $233,450 to the City of Jersey City as an initial allocation of funds for the 2019 Community Services Block Grant (CSBG). This amount represents a portion of the total anticipated grant award of $933,801. It is further recognized that the Department of Community Affairs may offer a lesser or greater final funding amount upon receipt of their final Grant Agreement.

Background: The Community Services Block Grant (CSBG) is an anti-poverty grant that provides funding to various social service agencies. Services range from educational programs to youth to Meals on Wheels programs for senior citizens. The CSBG Grant is effective for one (1) calendar year (i.e. January 1, 2019 through December 31, 2019). No local cash match is required by the City of Jersey City under this grant agreement.
CSBG Recommendations: Staff recommends approval of proposals in five (5) phases detailed below:

1. Threshold eligibility – applicants must meet the legal requirements established by the Department of Community Affairs to apply.

2. Scoring – a committee is established by the DCD Director and staff consisting of members from the Jersey City Mayor’s office, County of Hudson Service Providers/Coordinators and Development Specialists, Municipal Accountant, Grant Coordinator and DCD staff. Eligible applicants are reviewed and scored. Applications are ranked upon program services provided that meets the objective to ameliorate poverty, proposes a clear concise purpose and need for said program, performance level and outcomes associated with the specific program, compliance with CSBG reporting requirements and prior history for returning applicants.

3. Tripartite Board Review - The purpose of this board is solely to advise and assist the Division of Community Development in the administration of the Community Services Block Grant and to address the needs of low-income persons working toward the goal of alleviating poverty. Board Members are established as follows: 1/3 is an elected official or designated representative, 1/3 is a selected representative of a major group/interests (i.e., clergy, business organizations, community organizations, schools, human service providers, etc.) in the community served Due to Nominating petitions N.J.S.A 40A:14-71 et seq, 1/3 is chosen through a democratic selection procedure through the JC Tenant Affairs Board to assure that these members are representatives of low-income individuals and families in Jersey City. Each representative of low-income persons must reside in Jersey City and Board members must be consistent with the demographic make-up of the City.

Public Official Emily Wahler, Mayor Aide / Term of Office
Representative of low-income individuals and families
Barbara Jo Wise, JC Tenant Affairs Board/6-7-2020
The New Jersey Department of Community Affairs (DCA) has awarded the City of Jersey City an initial grant in the amount of $233,450.00. This amount represents a portion of the overall anticipated allocation of approximately $933,801.00 for the operation of the activities proposed in the City of Jersey City's Community Services Block Grant (CSBG) FY 19 application; which requires the City subcontract with agencies referenced on the second page of the attached resolution. The City of Jersey City has solicited competitive proposals for the provision of these services and the Department of Community Affairs has approved services proposed by the Sub-grantees listed on the attached resolution.

On February 27, 2019, the Jersey City Municipal Council adopted a Resolution (Ref.19-170) authorizing the acceptance and execution of a grant agreement between the City of Jersey City and The New Jersey Department of Community Affairs (DCA). The attached resolution is authorization to enter into program contracts under the CSBG grant for program year January 1, 2019 through December 31, 2019.

Should you have any questions or concerns regarding the contents of this memorandum, please contact Carmen Gandulla at extension 5304.
GRANT/LOAN AGREEMENT

BETWEEN THE

STATE OF NEW JERSEY
DEPARTMENT OF COMMUNITY AFFAIRS

AND

Jersey City

GRANT/LOAN AGREEMENT NUMBER: 2019-05235-0488-00

PROGRAM NAME: CSBG - Non-Discretionary 2019

A grant/loan contractual agreement with the New Jersey Department of Community Affairs is composed of two major parts: the General Terms and Conditions for Administering a Grant/Loan and the individual Grant/Loan Agreement document which includes the cover page, the signature page, the Agreement Data Sheet and the following sections:

A. Specific Terms and Conditions;
B. Agreement Budget;
C. Work Plan; and
D. Program Provisions.

By signature on this Grant/Loan Agreement, the above-named Recipient agrees to the specific provisions stated in the four sections of this Grant/Loan Agreement. In addition, the Recipient agrees to comply with all provisions of the State of New Jersey, Department of Community Affairs, General Terms and Conditions for Administering a Grant/Loan - Issue Date: February, 1998. The General Terms and Conditions for Administering a Grant/Loan are incorporated in this Grant/Loan Agreement by reference. The Recipient hereby acknowledges receipt of the General Terms and Conditions for Administering a Grant/Loan document or understands that a copy of the General Terms and Conditions for Administering a Grant/Loan may be obtained upon request to the Division funding this grant and/or loan.
RECIPIENT AND DEPARTMENT AUTHORIZED SIGNATURES

The Recipient named below agrees to perform the services as described in the Scope of Services, Section C. of this Grant/Loan Agreement. The provisions of this Grant/Loan Agreement, as well as the provisions of the General Terms and Conditions for Administering a Grant/Loan, incorporated into this agreement by reference, including any subsequent amendments, shall constitute the terms and conditions of the agreement between the New Jersey Department of Community Affairs and the Recipient.

If this Grant/Loan Agreement including the General Terms and Conditions for Administering a Grant/Loan correctly states the Recipient's understanding of the terms and conditions of this award from the New Jersey Department of Community Affairs, please indicate concurrence with these terms and conditions by having the appropriate officer sign as ACCEPTED AND AGREED below and return it to the Department.

FOR RECIPIENT USE ONLY:

ACCEPTED AND AGREED TO FOR RECIPIENT:

BY: The Honorable Steven Fulop
    Mayor
    Jersey City

FOR NEW JERSEY DEPARTMENT OF COMMUNITY AFFAIRS APPROVAL ONLY:

DEPARTMENT FISCAL APPROVAL OFFICER CERTIFICATION:

BY: Cindy McDowell
    Director, Office of Fiscal Services

    I attest that sufficient funds have been appropriated by the State Legislature and are available for this grant/loan award.

NEW JERSEY DEPARTMENT OF COMMUNITY AFFAIRS GRANT APPROVAL OFFICER:

BY: Janel Winter
    Division Director
AGREEMENT DATA SHEET

( X ) GRANT ( ) LOAN

PROJECT INFORMATION
FUNDING PROGRAM NAME: CSBG - Non-Discretionary 2019
PROJECT TITLE: Community Services Block Grant
SERVICE AREA(S): Jersey City

RECIPIENT INFORMATION
AGENCY NAME: Jersey City
ADDRESS: 280 Grove Street
Jersey City, New Jersey 07302-3610
CHIEF FINANCIAL OFFICER: Ms. Elizabeth Castillo
VENDOR ID #: 226002013-38
TELEPHONE NUMBER: (201) 547-5150
CHARITIES REGISTRATION #: EX0000000
DUNS: 831438275

STATE INFORMATION
DEPARTMENT: NEW JERSEY DEPARTMENT OF COMMUNITY AFFAIRS
DIVISION: Division of Housing and Community Resources
ADDRESS: 101 South Broad Street, 5th Floor
PO Box 806
Trenton, NJ 08625-0806
CONTACT PERSON: Kate Butler
TELEPHONE NUMBER: (609) 633-6265

FEDERAL INFORMATION
FEDERAL AWARD AGENCY NAME: Department of Health and Human Services
CFDA NAME: Community Services Block Grant
FEDERAL AWARD #:
G-1901NJCosr
FUNDING AMOUNT AND SOURCE OF FUNDS

<table>
<thead>
<tr>
<th>ACCOUNT NUMBER</th>
<th>AMOUNT</th>
<th>CFDA #</th>
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<tbody>
<tr>
<td>2019-100-022-8030-184-F235-6130</td>
<td>$233,450.00</td>
<td>93569</td>
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</table>

<table>
<thead>
<tr>
<th>ACCOUNT NUMBER</th>
<th>AMOUNT</th>
<th>CFDA #</th>
</tr>
</thead>
<tbody>
<tr>
<td>2019-100-022-8030-184-F235-6130</td>
<td>$233,450.00</td>
<td>93569</td>
</tr>
</tbody>
</table>

SUBTOTAL $233,450.00
OTHER FUNDS $0.00
TOTAL $233,450.00

GRANT/LOAN AWARD PERIOD
GRANT/LOAN AWARD PERIOD: January 01, 2019 THROUGH: December 31, 2019
LENGTH OF AWARD PERIOD: 1 Year
LIQUIDATION OF OBLIGATIONS MUST BE MADE BY: March 30, 2020

PURPOSE OF GRANT/LOAN
This award will provide funding for health, education, employment, housing and other services benefiting and families and individuals with low incomes in Jersey City.
Section A SPECIFIC TERMS AND CONDITIONS

By virtue of the execution of the Grant/Loan Agreement, the Recipient agrees that all of the terms and conditions set forth in the General Terms and Conditions for Administering a Grant/Loan are incorporated herein. The specific Grant/Loan Agreement provisions are detailed as follows:

1. BONDING AND INSURANCE

   Fidelity Bonding:
   
   ( X ) Fidelity Bonding with the limit of liability of at least $233,450.00 shall be maintained by the Recipient until all financial transactions under this Grant/Loan Agreement are completed.
   
   ( ) No Fidelity Bonding shall be required.

   Insurance(s):
   
   The Department must be provided with current certificates of insurance for all coverage and renewals thereof which must contain the provision that the insurance provided in the certificate shall not be cancelled for any reason except after 30 days written notice to the New Jersey Department of Community Affairs.
   
   ( X ) Comprehensive General Liability policy as broad as the standard coverage form currently in use in the State of New Jersey which shall not be circumscribed by any endorsements limiting the breadth of coverage. The policy shall include an endorsement (broad form) for contractual liability and shall include the State of New Jersey as a named insured. Limits of liability shall not be less than $1 million per occurrence for bodily injury liability and property damage liability.
   
   ( X ) Comprehensive Automobile Liability policy covering owned, non-owned, and hired vehicles with minimum limits of $1 million per occurrence for bodily injury liability and property damage liability.
   
   ( X ) Workers' Compensation Insurance applicable to laws of the State of New Jersey and Employers' Liability insurance with a limit of not less than $100,000.
   
   ( ) Additional Insurance Coverage(s) required:
   
   ( ) No Additional Insurance shall be required.

2. METHOD OF PAYMENT

   Advance Payment
   
   ( ) An Advancement of Funds in the amount of $ shall be made.
   
   ( X ) No Advancement of Funds shall be made.
Payment Type

Payments shall be made as indicated below:

(X) Reimbursement payments based on the actual rate of disbursement shall be made

( ) Monthly

( ) Quarterly

(X) Other:

( ) Other:

Final Payment Withheld

( ) Final payment of $0.00 shall be withheld pending receipt of final reports.

(X) No Final payment shall be withheld.

( ) Other:

3. BUDGET VARIANCE FLEXIBILITY

Variance of expenditures from budgeted amounts is permitted without a formal amendment to the Grant/Loan Agreement within the following limitations:

- There is no permitted budget flexibility variance between major budget cost categories.
- Within major budget cost categories, there is a maximum allowable budget line item flexibility of 10%. No individual line item expenditures may exceed the amount budgeted for that line item by an amount in excess of 10% of the budgeted amount.
- Under no circumstances may total expenditures exceed the total grant/loan award amount.

Expenditures that exceed these limitations must be authorized via a budget revision approved by the Department. Expenditures incurred that exceed the permitted budget variance flexibility prior to Departmental approval of a revised budget are at risk for being disallowed by the Department.

4. PROJECT INCOME

Project income, if any, shall be:

(X) Added to project funds to further eligible program objectives; or

( ) Deducted from Recipient's payment request for allowable costs; or

( ) Used for the cost-sharing or matching requirement; or

( ) Returned to the Department.

( ) Not Applicable.
5. FINANCIAL AND PERFORMANCE REPORTING

Financial Reports - A Fiscal Monitoring Report comparing the Recipient's actual expenditures of the project with the approved Budget included in this Grant/Loan Agreement shall be submitted with each request for payment, except for advance funding, if any. The Fiscal Monitoring Report shall be certified by the Recipient's Chief Financial Officer and submitted to the Department with the State voucher requesting payment.

Performance Reports - A Performance report(s) indicating the progress of the project shall be submitted:

( ) Monthly
( ) Quarterly
( ) Annually
( ) Other:

Final Report - A final report shall be submitted to the Department no later than 60 days after completion of the grant/loan award period or termination of this Grant/Loan Agreement. Extensions to reporting due dates may be granted upon written request to the Department.

6. AUDIT REQUIREMENTS

( X ) Audit Required.
( ) Audit Not Required. Recipient must submit to the Department supporting documentation for all grant/loan expenditures.

Audit Costs - The pro rata share of the cost of any required single audit or the cost of a program-specific audit, financial statement audit, or other limited scope audit shall be paid from funds:

( X ) Provided for by this Grant/Loan Agreement.
( ) Provided by the Recipient from other funding sources.
( ) Not Applicable.

Additional Schedules - Additional schedules may be requested by the Department, if funding is made available to pay for such additional schedules.

( ) Additional Supplemental Schedules required as listed below:

( X ) No Additional Supplemental Schedules required.

7. GRANT ADMINISTRATION AUTOMATION

The recipient acknowledges that this agreement is recorded within and administered utilizing DCA SAGE, the DCA System for Administering Grants Electronically (https://dcasage.intelligrants.com/portal.asp). The recipient agrees to establish SAGE access for recipient staff in sufficient quantity and with sufficient authority to fulfill the requirements of the SAGE system and to assign relevant staff to the SAGE system grant record corresponding to this grant agreement document.
Budget Summary

Jersey City

<table>
<thead>
<tr>
<th>Program Components</th>
<th>DCA Funds Requested</th>
</tr>
</thead>
<tbody>
<tr>
<td>ADMINISTRATION: City of Jersey City</td>
<td>$36,176.00</td>
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<tr>
<td>Education and Training: Hudson Community Enterprises</td>
<td>$5,000.00</td>
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<tr>
<td>Customized Indicator: Garden State Episcopal</td>
<td>$25,000.00</td>
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<tr>
<td>Food Pantry: Sharing Place</td>
<td>$5,000.00</td>
</tr>
<tr>
<td>Information &amp; Referral - 211: PACO</td>
<td>$6,468.00</td>
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<tr>
<td>Youth After-School/Summer Programs: Salvation Army</td>
<td>$16,250.00</td>
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<td>Youth After-School/Summer Programs: Educational Arts Team</td>
<td>$15,000.00</td>
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<td>Customized Indicator: Suits for Success</td>
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<tr>
<td>Customized Indicator: Jersey City Dept. of Health &amp; Human Ser</td>
<td>$50,056.00</td>
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<tr>
<td>Customized Indicator: Act Now Foundation</td>
<td>$5,000.00</td>
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<tr>
<td>Customized Indicator: Jersey City Free Public Library</td>
<td>$13,000.00</td>
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<tr>
<td>Customized Indicator: Let's Celebrate</td>
<td>$12,500.00</td>
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<tr>
<td>Customized Indicator: New City Kids</td>
<td>$13,750.00</td>
</tr>
<tr>
<td>Customized Indicator: Salvation Army (Basic Needs)</td>
<td>$10,000.00</td>
</tr>
<tr>
<td>Customized Indicator: JC Free Public Library (Pre-GED)</td>
<td>$5,250.00</td>
</tr>
<tr>
<td>Customized Indicator: WomenRising, Inc.</td>
<td>$12,500.00</td>
</tr>
</tbody>
</table>

TOTAL:                                           | $233,450.00
January 18, 2019

Ms. Kiyada Pittman  
Senior Program Analyst  
Non-Profit & Relocation Services  
JC HEDC Division of Community Development  
30 Montgomery Street - Suite 404  
Jersey City, NJ 07302  

RE: Jersey City CSBG Non-Discretionary Grant #: 2019-05235-0362  

Dear Ms. Pittman,

On behalf of the New Jersey Department of Community Affairs, I am pleased to inform you that Jersey City will receive a FY19 non-discretionary Community Services Block Grant (CSBG) for approximately the level funding of your FY18 allocation. The award will provide funds for health, education, employment, housing and other services benefiting the low-income population of Jersey City.

Provision of such financial assistance is subject to appropriate execution of a grant/loan agreement with the Department and compliance by Jersey City with the terms, conditions and requirements set forth therein. Expenditures incurred prior to receipt of the executed grant agreement are incurred solely at the risk of the grant recipient should funding not be available to support this award. Your initial allocation will be $233,450.00. The annual Grant Final FY19 total is approximately $933,801.00.

The CSBG grant funds are available from 10/01/2018 through 09/30/2019. Your grant cycle will be 10/01/2017; however, the term of your contract will be January 1, 2019 through December 31, 2019. The Department is trying to eliminate overlapping contracts. Please ensure that the agencies you subcontract with are aware of the time-period, since this may differ from past years. If any sub grantee should require additional time to utilize funds, a grant revision would be necessary.

If you have any questions, please do not hesitate to contact me at (609) 292-3746.

Thank you,

[Signature]

Patricia (Trish) Allen  
Grant Manager  
State of New Jersey  
Department of Community Affairs  
Division of Housing and Community Resources  
101 South Broad Street  
Trenton, NJ 08625-0811
Projected FFY19 allocations are the same as FFY18.

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<td>1,092,858</td>
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<td>933,801</td>
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<td>779,600</td>
<td>1,787,512</td>
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<td>747,584</td>
<td>209,173</td>
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<td>274,450</td>
<td>879,664</td>
<td>1,873,377</td>
<td>357,424</td>
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</table>
RESOLUTION AUTHORIZING THE EXECUTION OF A MORTGAGE SUBORDINATION AGREEMENT AFFECTING THE PROPERTIES KNOWN AS 408-410 PACIFIC AVENUE A/K/A BLOCK 19001, LOT 1 AND F.K.A. BLOCK 2075, LOT 35

COUNCIL offered and moved adoption of the following resolution:

WHEREAS, the owners of 408-410 Pacific Avenue, a/k/a Block 19001, Lot 1 (the "Property") participated in the City of Jersey City's (the "City") HOME Program; and

WHEREAS, on January 28, 1993, the owners received a loan from the City HOME funds in the amount of $52,000.00 to be owned and occupied as low and very low income housing; and

WHEREAS, the City's loan was secured by a mortgage and note, which was recorded in Book 5097 at Page 320 of the Register of Deeds for Hudson County on February 4, 1993; and

WHEREAS, the owner now desires to refinance and obtain a loan from American Neighborhood Mortgage Acceptance, LLC in the amount of $139,976.00; and

WHEREAS, the lender, American Neighborhood Mortgage Acceptance, LLC, requires that the City's mortgage be made subordinate to its loan; and

WHEREAS, the City's mortgage will remain in second lien position; and

WHEREAS, the City, by its Division of Community Development has reviewed the appraisal report and determined that the value of the Properties 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 Properties.

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City that the Mayor or Business Administrator is authorized to execute a mortgage subordination agreement, in a form to be approved by Corporation Counsel, subordinating the City's lien affecting 408-410 Pacific Avenue, a/k/a Block 19001, Lot 1 to the interests of the new first mortgage of American Neighborhood Mortgage Acceptance, LLC.
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 408-410 PACIFIC AVENUE, A.K.A. Block 19001, Lot 1 and F.K.A. Block 2075, Lot 35 |

Initiator

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<th>HEDC</th>
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<tbody>
<tr>
<td>Name/Title</td>
<td>Rodney Hairston</td>
<td>Real Estate Officer</td>
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<tr>
<td>Phone/email</td>
<td>201-547-4793</td>
<td><a href="mailto:Hairston@jcj.org">Hairston@jcj.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

Council authorization to approve subordination request of City's mortgage on 408-410 Pacific Avenue to a first mortgage with American Neighborhood Mortgage Acceptance Company LLC.

I certify that all the facts presented herein are accurate.

Signature of Division Director

Date: 3/24/19

Signature of Department Director

Date: 3/28/19
STATE OF NEW JERSEY
COUNTY OF HUDSON

SUBORDINATION AGREEMENT

THIS SUBORDINATION AGREEMENT is made this ____ day of ___, 2019, by and among the following: Christopher Roman hereinafter referred to as “Owner(s)”, and the City of Jersey City, hereinafter referred to as “City”, subordinating party, and American Neighborhood Mortgage Acceptance, LLC (the Lender).

WITNESSTH

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

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

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

1. The Property subject to this Agreement is located at 408-410 Pacific Avenue, Jersey City, New Jersey a/k/a Block 19001 Lot 1 f/k/a Block 2075, Lot 35.

2. The superior debt is more fully described in a note in the original principal sum of $139,976.00 executed by Borrower, made payable to Lender and secured by a Security Instrument which has been or is to be filed of record in the above County.

3. The subordinated debt is more fully described in a note in the original principal sum of $52,000.00 executed on January 28, 1993, recorded in Book 5097, Page 320 of the Register of Deeds for Hudson County, and made payable to the City of Jersey City.

4. The Subordinating Party who is now the holder of the subordinated debt, 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 ______, ___.

CITY OF JERSEY CITY

By: ____________________________
    Brian Platt, Business Administrator

STATE OF NEW JERSEY )
      ss:
COUNTY OF HUDSON   )

I CERTIFY that on __________, 2019, __________ personally came before me and stated to my satisfaction that this 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.
Resolution of the City of Jersey City, N.J.

RESOLUTION AUTHORIZING THE RENEWAL OF A LICENSE AGREEMENT WITH THE JERSEY CITY RESERVOIR PRESERVATION ALLIANCE, INC. FOR THE PURPOSE OF PROVIDING PUBLIC ACCESS TO RESERVOIR NO. 3 LOCATED AT 113-116 CENTRAL AVENUE

COUNCIL offered and moved adoption of the following Resolution:

WHEREAS, the City of Jersey City (City) owns real property known as Reservoir No. 3 also known as Block 4802, Lot 1, formerly known as Block 835 Lot 5 (Property); and

WHEREAS, the Jersey City Reservoir Preservation Alliance, Inc. (Reservoir Alliance) is a private non-profit corporation of the State of New Jersey; and

WHEREAS, the Reservoir Alliance desires the City's permission to enter the Property for the purposes of conducting maintenance on, and providing public access to, the Property for the public benefit and enjoyment; and

WHEREAS, the Reservoir Alliance shall agree to indemnify and insure the City against any claims arising from the Reservoir Alliance's and its invitees' use of the Property when the City is not cosponsoring the event; and

WHEREAS, the City shall agree to indemnify the Reservoir Alliance against any claims arising from the Reservoir Alliance's and its invitees' use of the Property when the City is sponsoring or co-sponsoring an event; and

WHEREAS, the attached License Agreement shall commence on the date of execution by the City and shall expire no later than one (1) year thereafter; and

WHEREAS, the Reservoir Alliance agrees to execute the license agreement attached hereto.
RESOLUTION AUTHORIZING THE RENEWAL OF A LICENSE AGREEMENT
WITH THE JERSEY CITY RESERVOIR PRESERVATION ALLIANCE, INC. FOR
THE PURPOSE OF PROVIDING PUBLIC ACCESS TO RESERVOIR NO. 3
LOCATED AT 113-116 CENTRAL AVENUE

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

1. the Reservoir Alliance and its guests or invitees e authorized to enter onto the Property for the
   purpose of performing the activities described in the license agreement attached hereto; and

2. subject to such modifications as may be deemed necessary or appropriate by the Corporation
   Counsel, the Mayor or Business Administrator is authorized to execute the License Agreement
   in substantially the form attached hereto; and

3. the License Agreement shall commence on the date of execution by the City and shall expire no
   later than one (1) year thereafter.

APPROVED: ________________________________
APPROVED AS TO LEGAL FORM

Business Administrator
Corporation Counsel

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 4.24.19

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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.

Robert R. Lavarrero, 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 RENEWAL OF A LICENSE AGREEMENT WITH THE JERSEY CITY RESERVOIR PRESERVATION ALLIANCE, INC. FOR THE PURPOSE OF PROVIDING PUBLIC ACCESS TO RESERVOIR NO. 3 LOCATED AT 113-116 CENTRAL AVENUE

Initiator

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<tr>
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<td>Brian Platt</td>
<td>Business Administrator</td>
</tr>
<tr>
<td>Phone/email</td>
<td>201-547-4513</td>
<td><a href="mailto:bplatt@jcnj.org">bplatt@jcnj.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

The resolution shall authorize the execution of a license agreement that shall permit the Jersey City Reservoir Preservation Alliance to access Reservoir No. 3 for the purposes of maintenance of the reservoir and public recreation. The term of the License Agreement shall be for one (1) year.

I certify that all the facts presented herein are accurate.

[Signature]

Date: 4/17/18

Signature of Department Director
LICENSE AGREEMENT

THIS AGREEMENT made this __________ day of __________, 2019 between the City of Jersey City, a municipal corporation of the State of New Jersey (hereinafter referred to as “City” or “Licensor”) and the Jersey City Reservoir Preservation Alliance, Inc., a private nonprofit corporation (hereinafter referred to as "Licensee" or “Reservoir Alliance”), having offices at 921 Bergen Avenue, Jersey City, New Jersey 07306 c/o Irwin M. Rosen, Esq. By this agreement the City grants permission ("License") to the Licensee to enter onto property owned by the City known as Reservoir No. 3 with a street address of 113-116 Central Avenue, Jersey City, NJ 07306 and designated on the City's tax map as Lot 1 in Block 4802 formerly known as Lot S in Block 835 (hereinafter referred to as the "Premises").

Licensee, and/or its guests and invitees, are permitted to enter the Premises for the purpose of providing public access to the Premises as described in this License Agreement and subject to the terms and conditions of this Agreement set forth below.

1. The term of this License Agreement is as follows:

   From May 1, 2019 through April 30, 2020 ("License Term"), Licensee shall be permitted to use the Premises during daylight hours for public access to the Premises and to Reservoir Alliance board members for the purpose of maintenance and monitoring of the Premises. The Licensee shall be permitted to use the Premises for special events provided Licensee notifies the City Risk Manager at least seven (7) days prior to the date of the special event and obtains the written approval of the Risk Manager to conduct the special event.

   The days during which the Premises shall be open to the public or for special events shall be determined by the Reservoir Alliance. Weather closures shall be as determined in the discretion of the Reservoir Alliance or at the request of the City.

2. The Licensee shall be permitted to use the Premises during the License Public Use Term for the following activities:

   (a) educational tours and programs;
   (b) recreational programs;
   (c) light maintenance work;
   (d) fishing;
   (e) water based recreation (kayaking); and
   (f) field trips and outdoor educational programs supervised by public and private schools
3. All public use activities listed in paragraph 2 above will be under the direct supervision of the Reservoir Alliance.

4. Licensee shall conduct the activities listed in paragraph 2 above, for public benefit and enjoyment.

5. Licensee may conduct the activities listed in paragraph 2 above in cooperation with the City of Jersey City, its department and agencies, partnering institutions, organizations, community groups and the Jersey City Public Schools ("Public Schools") subject to the following:
   (a) For activities conducted in cooperation with the City of Jersey City, its departments and agencies, the City shall indemnify and hold harmless the Reservoir Alliance, its board members, officers, and volunteers, as set forth in paragraph 8 below.
   (b) For activities conducted in cooperation with the Public Schools, the Public Schools shall enter into a mutual indemnification agreement and they shall indemnify the City, its officers, directors, employees or agents and the Reservoir Alliance, its board members, officers and volunteers.
   (c) For activities conducted in cooperation with other partnering institutions, organizations and community groups ("Co-Sponsors"), the Reservoir Alliance in consultation with the City's Risk Manager may where appropriate request proof of insurance, that the City and the Reservoir Alliance be named as insured parties on Co-Sponsors' insurance policies, indemnification, waivers and/or releases from the Co-Sponsor, depending on the type of activity and amount of access to be provided.

6. Licensee’s use of the premises shall be subject to the following insurance requirements:
   (a) Licensee shall obtain liability insurance and such other types of insurance as deemed necessary by the City’s Risk Manager. The coverage limit for the liability insurance shall be no less than $5 million ($5,000,000). The amounts of other insurance coverages shall be determined by the City’s Risk Manager. The City shall be named as an insured party.
   (b) Prior to the beginning of the License Term, the Reservoir Alliance shall provide the City with a list of his current officers and directors.
   (c) Insurance coverages from Co-Sponsors shall be determined by the City’s Risk Manager.

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

8. For activities conducted by or in cooperation with the City, its departments and agencies, the Licensor agrees to assume any and all risk of loss or damage of any kind whatsoever to property or injury to or death including wrongful death of persons, including minors, whether or not involving a third party claim, arising out of the Licensor’s and Licensor’s invitees’ use of the premises permitted herein. The Licensor further agrees to indemnify and hold harmless the Reservoir Alliance, its board members, officers and volunteers from and against any and all claims, suits and demands based upon any of the risks so assumed, whether just or unjust, fraudulent or not, and for all costs and expenses incurred by them in the defense, settlement or satisfaction of any such claims, including attorney’s fees and costs of suit. Licensor shall, at no cost or expense to the Reservoir Alliance, defend against such claims. The Licensor’s liability under this License Agreement shall continue after the termination of it with respect to any liability, loss, expense or damage resulting from acts occurring prior to termination.

9. For activities hosted or sponsored by the Licensee that are not conducted by or in cooperation with the City, its departments and agencies, the Licensee agrees to assume any and all risk of loss or damage of any kind whatsoever to property or injury to or death including wrongful death of persons, including minors, arising out of the Licensee’s and Licensee’s invitees’ use of the premises permitted herein. The Licensee further agrees to indemnify and hold harmless the City, its officers, directors, employees or agents from and against any and all claims, suits and demands based upon any of the risks so assumed, whether just or unjust, fraudulent or not, and for all costs and expenses incurred by them in the defense, settlement or satisfaction of any such claims, including attorney’s fees and costs of suit. If so directed, the Licensee shall, at no cost or expense to the City, defend against such claims, in which event the Licensee shall not, without obtaining express permission in advance from the Corporation Counsel of the City raise any defense involving in any way the immunity of the City, or the provisions of any statutes respecting suits against the City. The Licensee’s liability under this License Agreement shall continue after the termination of it with respect to any liability, loss, expense or damage resulting from acts occurring prior to termination. Licensee shall require all third party organizations to execute a Waiver and Indemnification Agreement that releases, hold harmless and indemnifies the City and the Reservoir Alliance from any and all claims in a format that is agreed upon by the City’s Law Department in substantially the form attached as Exhibit A. A copy of all Waiver and Indemnification Agreements shall be provided to the City’s Division of Risk Management within ten (10) days of execution.
10. The Licensee agrees to protect, defend and save harmless the City against any damage in connection with the Licensee’s use of the premises and further agrees to indemnify and save harmless the City from suits or actions of every nature and description brought against it for, or on account of, any injuries or damages received or sustained by any party or parties by, or from, any of the acts of the contractor, its servants or agents. All accidents or injuries to persons, or any damages to property, occurring as a result or in connection with the Licensee’s use of the premises shall be reported to the City Risk Manager and the Business Administrator as authorized representatives of the Licensor together with all information required by the Licensor on prescribed forms to be provided by the Licensor.

11. Nothing herein contained shall be understood or construed to create or grant any third party benefits, rights or property interest unless the person claiming such rights is identified herein and the rights claimed are expressly set forth herein.

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

13. The entire agreement between the City and Licensee is contained herein and no modifications hereof shall be effective unless in writing, signed by the party to be charged herewith.

14. City officials, officers, directors, employees or agents shall not be charged personally with any liability under any term or provision of this agreement or because of its execution or attempted execution or because of any breach or alleged breach thereof.

15. The Licensee’s use of the Premises shall keep all improved and open public streets free and clear of obstructions and shall not interfere with their use.

16. The City shall not be responsible for any loss or theft sustained by the Licensee during its use of the Premises.

17. The Licensee’s use of the Premises shall be in accordance with all applicable federal, state, county, and City laws and regulations including but not limited to health ordinances and regulations of the City of Jersey City which are applicable to the intended use of the Premises by the Licensee.

18. All equipment installed or used by the Licensee in connection with its use of the
Premises that may be removed without damage to the Licensor's Premises shall be deemed to be the property of the Licensee and shall be removed by it at the termination of the agreement, or not later than two (2) weeks thereafter. In the event that the same is not removed, the same shall be deemed abandoned and the Licensor shall have the right to dispose of the same and charge the Licensee for any cost of disposing thereof.

19. The Licensee shall provide in writing to the Licensor the name of one (1) authorized representative of the Licensee who shall be responsible for adherence to the terms and conditions of the Agreement before, during and after the effective date of this Agreement. No other persons are to speak or act for the Licensee.

20. Licensee acknowledges and agrees that the City makes no representations or warranties regarding the Property. The City expressly disclaims, and Licensee expressly waives, all implied warranties, including without limitation, any warranty of suitability or fitness of the Property for any particular purpose or use.

21. This Agreement, when properly executed, shall be binding upon and inure to the benefit of the parties hereto and the contractors or agents of Licensee. The Licensee shall not assign this Agreement, or any part thereof, or occupy the property for any other reason or reasons than herein stipulated in this Agreement, under penalty of damages.

22. All of the above terms and conditions shall be binding on the Licensee, Licensor and all other parties connected with the event for which the Premises are herein licensed. Any and all violations of the terms and conditions of the said Agreement shall be considered just cause for immediate termination and cancellation of the Agreement.

23. This Agreement, when properly executed, shall be binding upon the parties hereto and their respective successors and assigns.

24. This Agreement may be executed in counter-parts, each of which shall be deemed to be an original and such counter-parts shall constitute one and the same document. Transmission of a facsimile or by email of a pdf copy of the signed counterpart of this Agreement shall be deemed the equivalent of the delivery of the original.

25. This Agreement shall be renewable for subsequent License Terms, upon approval of the City Council.
26. All Notices between the parties hereto shall be addressed and delivered to the following:

Licensor:
Business Administrator
City of Jersey City
280 Grove Street Jersey City, NJ 07302

Licensee:
Cynthia A. Hadjiyannis
Jersey City Reservoir Preservation Alliance, Inc.
25 Zabriskie Street
Jersey City, NJ 07307
Please indicate the Licensee's acceptance of the foregoing by signing and dating the duplicate originals hereof.

Agreed to this ___ day of ____________, 2019.

JERSEY CITY RESERVIOR
PRESERVATION ALLIANCE, INC.
(Licensee)

By: ____________________________

Cynthia A. Hadjiyannis

CITY OF JERSEY CITY
(Licenser)

By: ____________________________

Brian Platt
Acting Business Administrator

Attest: ________________________

Robert Byrne
City Clerk
EXHIBIT A

JERSEY CITY RESERVOIR 3
SUB-LICENSEE WAIVER, RELEASE AND ASSUMPTION OF RISK
THIS IS A RELEASE OF LEGAL RIGHTS. PLEASE READ AND UNDERSTAND BEFORE SIGNING.

WARNING
Reservoir #3, located on the City of Jersey City’s tax map as Lot 1 in Block 4802 formerly known as Lot S in Block 835 (hereinafter referred to as the (“Premises” ) is unimproved property and there are present actual and/or potentially dangerous, known and/or unknown, natural and/or man-made condition(s) at the Premises.

WAIVER AND RELEASE
I (we) acknowledge and fully understand that by entering upon, or by bringing others onto, the Premises, I(we) hereby waive and release all claims and agree to indemnify, defend and hold harmless the Reservoir Alliance and the City, their respective agents, employees and assigns from and against any and all claims, demands, causes of action and damages, including, but not limited to, court costs, judgments and attorneys’ fees resulting from any accident, incident or occurrence arising out of, incidental to or in any way resulting from the use of or my (our) exposure to the conditions of the premises or the Reservoir Alliance’s or City’s active or passive negligent conduct thereon. These include, among other things, injury or death to the undersigned or any third parties, including minors in my(our) or in the care of third parties, and damage or destruction of the undersigned’s personal property. Also, I (we) hereby further covenant and agree that I (we), my (our) heirs, successors and assigns will not make any claim or institute any suit or action at law or in equity against the Reservoir Alliance or City or their respective agents, representatives, employees, successors or assigns by reason of the Reservoir Alliance’s or City’s active or passive negligent conduct or by reason of the condition(s) of the premises, whether natural or man-made and whether the condition is caused by the Reservoir Alliance’s or City’s active or passive negligence.

ASSUMPTION OF RISK
Furthermore, I (we) declare I (we) that the aforementioned warning stated earlier serves to warn me (us) that actual and/or potentially dangerous natural or man-made condition(s) may be encountered on the premises that may cause serious bodily harm or death or cause damage to or destruction of my (our) personal property. I (we) hereby state that I am (we are) aware of the risks and hazards and that I(we) voluntarily, expressly and knowingly consent to exposing myself (ourselves) and my (our) personal property to those and other associated dangerous conditions, known or unknown.

I further acknowledge and fully understand that the City, a municipal corporation of the State of New Jersey with offices at City Hall, 280 Grove Street, Jersey City, New Jersey 07302, does not accept any responsibility or liability for any of the above-described risks.

INSURANCE REQUIREMENTS
I (we) have reviewed the insurance requirements set forth in Section 6 the License Agreement between the City of Jersey City and the Reservoir Alliance and agree to provide proof of coverage in the amounts in the form required, understanding that the City of Jersey City and the Reservoir Alliance shall be named an additional insured on the certificates of insurance.
AGREEMENT

I have read the above waiver and release in its entirety. I understand that I am giving up substantial rights by signing this document and hereby acknowledge that I am signing voluntarily.

BY: Company/Group/Organization:

Signed: ___________________________ DATE: ___________________________

(Sublicensee’s Signature)

Name: ___________________________ Title: ___________________________

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

COUNCIL offered and moved adoption of the following Resolution:

WHEREAS, the City of Jersey City ("the City") is a Municipal Corporation of the State of New Jersey, with offices located at City Hall, 280 Grove Street, Jersey City, New Jersey 07302, Jersey City, New Jersey; and

WHEREAS, on February 23, 2011, the Municipal Council adopted Ordinance 11-019 which authorized the leasing of vacant land to non-profit corporations in connection with the City's "Adopt-a-Lot" program; and

WHEREAS, the property located at 174-176 Brunswick Street has been set aside as a community garden pursuant to the City's Adopt-a-Lot program; and

WHEREAS, Jersey City Community Gardening, Inc. is a non-profit organization, and has been administering the community garden located at 174-176 Brunswick Street; and

WHEREAS, Jersey City Community Gardening, Inc. wishes to install a bee colony (apiary) in the community garden located at 174-176 Brunswick Street; and

WHEREAS, bee pollination helps the ecosystem remain diverse and sustainable; and

WHEREAS, bees are a crucial source of plant pollination and are therefore a key element in the food chain which supplies both animals and humans; and

WHEREAS, the widespread use of pesticides has had a deleterious effect on the bee population worldwide threatening both the ecosystem and the food chain; and

WHEREAS, Jersey City Community Gardening, Inc. believes that the installation of an apiary at 174-176 Brunswick Street will increase local plant pollination and garden output and will provide a positive boost to the local ecosystem; and

WHEREAS, Jersey City Community Gardening, Inc. agrees to designate a professional beekeeper (apiarist) to manage the apiary; and

WHEREAS, the installation of the apiary will be at no cost to the City; and

WHEREAS, Jersey City Community Gardening, Inc. will submit their biannual reports in June and October with the status of the bees.
A ResoLUTION AUTHORIZING THE EXECUTION OF A LICENSE AGREEMENT WITH JERSEY CITY COMMUNITY GARDEN, INC. TO ALLOW FOR THE ESTABLISHMENT OF A TEMPORARY BEE COLONY IN THE COMMUNITY GARDEN LOCATED AT 174-176 BRUNSWICK STREET, BLOCK 09905, LOTS 8 AND 9

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

1. A License Agreement with Jersey City Community Gardening, Inc. with offices located at 347 Pavonia Avenue, Jersey City, New Jersey 07307 is hereby approved.

2. The Business Administrator is authorized to execute the License Agreement subject to the following terms:
   
   A. The Property: Block 09905, Lots 8 and 9 on the official tax map of the City, more commonly known by the street address of 174-176 Brunswick Street, Jersey City, New Jersey 07307.

   B. The Term: A period not to exceed one (1) year from the date of execution.

3. The final version of the License Agreement shall be substantially in the form attached, subject to such modifications as may be deemed necessary or appropriate by the Corporation Counsel or the Business Administrator.

APPROVED:

[Signatures]

APPROVED AS TO LEGAL FORM

[Signatures]

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 4.24.19

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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.

[Signatures]
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

A RESOLUTION AUTHORIZING THE EXECUTION OF A LICENSE AGREEMENT WITH JERSEY CITY COMMUNITY GARDEN, INC. TO ALLOW FOR THE ESTABLISHMENT OF A TEMPORARY BEE COLONY IN THE COMMUNITY GARDEN LOCATED AT 174-176 BRUNSWICK STREET, BLOCK 09905, LOTS 8 and 9

Initiator

<table>
<thead>
<tr>
<th>Department/Division</th>
<th>Health &amp; Human Services</th>
<th>Food &amp; Nutrition</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name/Title</td>
<td>Stacey Flanagan/Angela Davis</td>
<td>Director/Director of Food &amp; Nutrition</td>
</tr>
<tr>
<td>Phone/email</td>
<td>(201) 547 6560/5838</td>
<td><a href="mailto:SFlanagan@jcnj.org">SFlanagan@jcnj.org</a>/ADavis@jcnj.org</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 permits the City to allow the Brunswick Community Garden to conduct beekeeping.

I certify that all the facts presented herein are accurate.

Signature of Department Director  Date
LICENSE AGREEMENT
Between
THE CITY OF JERSEY CITY and JERSEY CITY COMMUNITY GARDENING, INC.
OPERATORS OF THE COMMUNITY GARDEN LOCATED AT 174-176 BRUNSWICK STREET

This LICENSE AGREEMENT dated the ___ day of ___, 2019, between the CITY OF
JERSEY CITY (Licensor) with offices located at City Hall, 280 Grove Street, Jersey City, New
Jersey 07302, and JERSEY CITY COMMUNITY GARDENING, INC. A New Jersey Non-Profit
Corporation, (Licensee) with offices located at 347 Pavonia Avenue, Jersey City, New Jersey
07307, provides as follows:

SECTION ONE
Property

The Licensor owns a certain property located at 174-176 Brunswick Street, Jersey
City, New Jersey 07307, also described as Block 09905, Lots 8 and 9 consisting of
approximately 0.0459 acre of vacant, unimproved property (Property or Lot).

SECTION TWO
Services

Licensor has allowed the Licensee to use this Lot as a community garden pursuant
to an existing Lease Agreement attached hereto. Under the authority of this License
Agreement, the Licensee will be permitted to keep an active bee colony (apiary) on the Lot
to facilitate pollination.

SECTION THREE
Term

This License Agreement shall commence on April 11th, 2019. This License
Agreement shall be in effect for one (1) year from the above date.

SECTION FOUR
Fees

There are no fees associated with the Licensee's use of this Lot and the Licensee's
use of the lot to host an apiary will be at no cost to the Licensor.

SECTION FIVE
Quiet Enjoyment

Nothing in this License Agreement shall be construed as a limit on the term of the
existing Lease between the City and the Licensee. During the term of this License
Agreement the Licensor shall not terminate the existing Lease. The Licensee shall enjoy the
use and quiet enjoyment of the Lot during the term of this License Agreement.
SECTION SIX
Maintenance and Security

The Licensee shall be responsible for providing security and for keeping the Lot in good order and for ensuring that the apiary is secure from unauthorized use or manipulation. If, for any reason the Licensee fails to adequately secure the apiary, and the bees should escape, the Licensee must immediately notify the Licensor. The Licensor reserves the right to terminate the License Agreement without further notice. In this event, the Licensee's Lease shall continue unchanged.

SECTION SEVEN
Professional Oversight Required

Licensee shall utilize the services of a professional beekeeper (apiarist) to ensure that all proper precautions are followed, including, but not limited to, construction of a six-foot fence to enclose the apiary, placement of a water source near the apiary, placement of a "bait hive" near the apiary to discourage the colony from moving beyond the confines of the Lot.

SECTION EIGHT
Status Report

The Licensee will submit their biannual reports in June and October with the status of the bees.

SECTION NINE
Notices

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

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

Licensee: Jersey City Community Gardening, Inc.
347 Pavonia Avenue
Jersey City, New Jersey 07307
IN WITNESS WHEREOF, the parties to this agreement have executed this License Agreement as of the _____ day of _____, 2019.

ATTEST:__________________________

CITY OF JERSEY CITY

__________________________
Brian Platt
Business Administrator

ATTEST:__________________________

BRUNSWICK COMMUNITY GARDEN

__________________________
Mike McNamara
President

__________________________
Robert Byrne
City Clerk

__________________________
Mufti Ahmed
Beekeeper
ADOPT-A-LOT LEASE

This Lease is issued by the City of Jersey City "City" to Brunswick Community Garden Inc. ("Lessee") with offices located at 170-174 Brunswick St for the operation of an Adopt-A-Lot Garden located at ___ (address) on Block ___ and Lot(s) 19, 20 ("the Garden"). This Lease shall be administered jointly by the Department of Health and Human Services ("HHS") and the Department of Public Works ("DPW") through the Adopt-A-Lot Program Officer ("Officer"), with an office located at 1 Jackson Square, Jersey City, New Jersey 07305.

1. Term

This Lease is issued to Lessee for a term (the "Term") beginning January 1, 2019 and ending December 31, 2019 unless terminated earlier. The Lease may be renewed in October by the Municipal Council upon the recommendation of the Adopt-A-Lot Program Officer provided that the Lessee meets the obligations set forth in this Lease.

2. Notices and Contact Person

All correspondence, including notices of non-compliance, shall be sent to the person designated as the "Contact Person" by the Lessee.

Lessee: Mike McNamara
Address: 347 Palonia Ave JC 07302

Telephone numbers: 516 732 6564

Contact Person for Lessee: Mike McNamara
Address: ____________________________
Telephone numbers:

Day: 516 782 6564

Evening: 11

Weekend: 11

Email address: Brunswick Community Garden @ EMAIL

Lessee shall promptly notify the Adopt-A-Lot Program Officer of any change in the contact information provided above. Notice to the listed Contact Person shall be deemed notice to the Lessee.

3. Obligations of Lessee/Use of Premises

A. This Lease is specifically entered into for the purpose of Lessee's designing and cultivating a plant garden and thereafter maintaining that garden and all plants and structures contained therein (including, but not limited to, the City-supplied shed, all the tools contained therein, any fence, raised plant beds, planters, tables, benches, and other ornamental items, if applicable) in a safe and orderly condition.

   a. Before entering into a Lease, the prospective Lessee shall notify the Adopt-A-Lot Program Officer to arrange for an inspection of the premises for the purpose of locating, and, if feasible, removing any dangerous debris, undergrowth, garbage, or other dangerous materials. If the Adopt-A-Lot Program Officer determines that a dangerous condition exists on the premises that cannot be remedied at a cost deemed reasonable by the Adopt-A-Lot Program Officer, then the City shall refuse to consummate the Lease.

B. Within two months of the issuance of this Lease, or sooner if applicable, Lessee agrees to do the following:

   a. Lessee shall post a sign provided by DPW at the Garden explaining that the Garden is a part of the Adopt-A-Lot Program.

   b. Lessee shall update City's Adopt-A-Lot Jersey City manager of hours of operation for City of Jersey City Website.

C. Within three months of the issuance of this Lease, or sooner if applicable, Lessee agrees to the following:

   a. Lessee shall design and install a plant garden.

   b. Lessee shall nurture and develop the plants in the Garden, including watering, fertilizing, pruning, weeding, and harvesting as required. Any spray or liquid fertilizers or herbicides must be approved by DPW, and notice given to DPW prior to
application. DPW reserves the right to determine and prohibit an environmentally harmful fertilizer or herbicide.

D. Within four months of the issuance of this Lease, or sooner if applicable, Lessee agrees to the following:
   a. Gardens are required to post signage listing open hours, a schedule of planned activities, and information on how to join the garden, along with the name and telephone number of the Lessee’s contact person and/or the Officer.
   b. Lessee shall open the Garden to the public, as required by Section 8.
   c. Lessee shall make gardening plots available to the public on a first come first serve basis, through the use of a waiting list to be posted at the Garden.

E. Upon execution of the Lease, the Lessee agrees to the following:
   a. Lessee shall maintain the Garden in a safe condition and take care of all plants and structures contained therein, including all fences, raised beds, tables, benches, and ornamental items.
   b. Lessee shall keep sidewalks, passageways, and curbs adjacent to and within the Garden clean and free from snow, ice, garbage, debris, and other obstructions.
   c. Lessee shall comply with all applicable laws, rules, and regulations of the United States, the State of New Jersey, and the City of Jersey City, and with other such rules, regulations, orders, terms and conditions as may be set or required by the Adopt-a-Lot program to the extent that they relate to the gardening activities under this Lease or are otherwise applicable to the Lease.
   d. Lessee shall arrange for the provision of, and pay for any utilities, with the exception of water, necessary for the performance of the activities described herein; provided however that Lessee shall neither cause nor permit the installation of any such utilities without the prior written approval of the Adopt-A-Lot Program Officer.
   e. Provide two reports each year to the Adopt-A-Lot Program Officer, one in June and one in October, containing the current status of the Garden including, but not limited to, a current color photo, a list of current Garden members, and any current concerns or problems that the Lessee believes the Adopt-A-Lot Program Officer should be made aware of or a problem fulfilling any of the requirements specified in this lease.
   f. Lessee shall notify the to the Adopt-A-Lot Program Officer of any administrative or operational matters constituting any loss, injury, damage or violation within the garden within three days of such occurrence by contacting the to the Adopt-A-Lot Program Officer.
   g. Lease renewal will be submitted two months before expiration date.
4. Restrictions on Lessee

A. Lessee agrees to the following restriction on the use of the Garden:
   
a. No permanent improvements on the Garden. This prohibition includes but is not limited to paving the Garden concrete, asphalt or other materials.

b. The Lessee shall make no alterations, additions, or improvements to the Garden without the prior written consent of the Adopt-A-Lot Program Officer.

c. No permanent structures or murals or other permanent works of art may be built in the Garden without permission from the Adopt-A-Lot Program Officer, and, where applicable, the DPW, Jersey City Building Department and the Jersey City Division of Cultural Affairs.

d. No automobiles, trucks, or other motorized vehicles may be stored or parked at any time in the Garden.

e. There shall be a minimum of five (5) Active Garden members.

f. No persons shall be allowed to reside in the Garden.

B. No animals (including dogs or cats) shall reside in the Garden.

a. No drugs or alcohol may be used, consumed, stored, sold, or distributed in the Garden.

b. Garden shall not be used for any commercial purpose (including, but not limited to, the sale or advertisement of any goods or services): provided, however, that the City may allow, with prior notice to the Officer, Fundraising events at the Garden solely for the purposes of supporting the operation of the Garden. All agricultural produce cultivated at the Garden may be sold offsite at a designated Jersey City Farmer’s Market.

c. Lessee shall not create or suffer to be created any nuisance or danger to public safety in or around the Garden. Lessee shall not cause or permit the accumulation of garbage or debris in the Garden. Lessee shall not commit or cause any waste of or to the Garden.

d. Lessee shall not sub-let the demised premises for gardening or recreational purposes pursuant to N.J.S.A. 40A:12-15(I). Lessee shall not use or permit the premises to be used for any other purpose without obtaining the written and endorsed consent of the City.
e. Lessee may not discriminate in any way against any person on grounds of race, creed, religion, color, sex, age, national origin, disability, marital status, or sexual orientation.

f. Lessee may not cause or permit gambling or any activities related to gambling in the Garden, or the use of the Garden for any illegal purpose.

g. If Lessee ceases to use the property for gardening or recreational purposes, the City shall have the right to terminate the lease upon giving ten (10) days written notice to Lessee prior to the effective date of termination.

h. Lessee shall not use or permit the storage of any illuminating oils, oil lamps, turpentine, benzene, naphtha, or similar flammable substances or explosives of any kind, and any substance or item prohibited in the standard policies of insurance companies in the State of New Jersey.

i. Lessee shall not abandon the Garden.

5. Failure to Comply with Restriction and Termination

If Lessee violates any covenant or conditions of this Lease or of the rules established by the City, and upon failure to discontinue such violation within ten (10) days after notice to the Lessee, this Lease shall, at the option of the City, become void. Notwithstanding the above, the City may terminate this Lease without advance notice for any of the following reasons:

A. Use of the Garden for any illegal purpose, including, but not limited to use of drugs, alcohol, gambling, or other illegal activity, or conspiracy to commit same

   a. Creation of danger to the neighborhood, whether through inadequate sanitation, including accumulation of garbage, existence of a fire hazard, or any other condition which may cause harm to the Garden or other persons or property in its vicinity;

   b. The City ceases to be the fee owner of the Garden.

The City shall have the right to terminate the Lease at its convenience without cause by giving written notice sixty (60) days prior to the effective date of termination. The City shall have no liability of any nature whatsoever by reason of such termination.

6. Access

A. Gardens are required to keep their gates open for a minimum of twenty (20) hours per week from the first of May through and including the thirtieth day of November. This can be achieved through posted open hours, community events, workdays, workshops, and all activities that keep gardens open and accessible to the public. Gardens are required to post signage listing open hours, a schedule of planned activities, information on how to join the Garden, along with the name and telephone number of the Lessee's
contact person and the Adopt-A-Lot Program Officer. The Adopt-A-Lot Program Officer may conduct spot checks to see that the required public access is maintained, and if the Garden is not open at the designated time, the City may terminate this Lease.

B. The City and its representatives, i.e. the DPW, the Police and Fire Departments, and other City agency representatives shall have access to the leased premises at all times for any purpose.

7. Return of City Property and Surrender of the Garden

Lessee shall surrender the premises at the end of the term in as good condition as reasonable use will permit. In the event that the lease is terminated or expires, the Lessee shall remove all temporary improvements installed on the property by the Lessee at its own cost or expense. Lessee shall also return all tools referenced in Section 3(A)(ii) of this Lease and other unused items provided by the City, to DPW within thirty days of receipt of a notice of termination.

If the Lessee shall remain in the premises after the expiration of the term of this Lease without having executed a new written Lease with the City, such holding over shall not constitute a renewal or extension of this Lease. The City may treat the Lessee as one who has not removed at the end of his/her term, and thereupon be entitled to all remedies against the Lessee provided by law in that situation, or the City may elect, at its option, to construe such holding over as a tenancy from month to month, subject to all the terms and conditions of this lease, except as to duration thereof.

8. Indemnification

The Lessee shall indemnify and hold the City and its officers, agents and employees harmless from any and all claims or personal injury, and property damage arising out of the Lessee’s occupancy and use of the leased premises.

9. Risk Upon Lessee

The expenditures for gardening activities to be undertaken at Garden are to be made solely and exclusively at the risk and sole cost and expense of Lessee, and no part thereof is, or shall be, reimbursable by the City for any reason whatsoever. The gardening activities to be performed pursuant to this Lease were not and are not directed by the City, and the City assumes no obligation or responsibility nor shall have any liability, for any expenditure made hereunder.

10. Modification

This Lease shall not be modified or extended except in writing and when signed by both the City and Lessee. This instrument shall not be changed orally.
11. **Conflict of Interest**

Lessee warrants that no officer, agent, employee, or representative of the City of Jersey City has received any payment or other consideration for the making of this Lease and that no officer, agent, employee, or representative of the City has any personal financial interest, directly or indirectly, in this Lease.

12. **Assignment**

Lessee shall not sell, assign, mortgage or otherwise transfer, or sublicense any interest or right provided for herein, nor shall this Lessee be transferred by operation of law, it being the purpose and spirit of this agreement to grant this Lessee a privilege solely to the Lessee named herein.

13. **Employees**

All experts, consultants, volunteers or employees of Lessee who are employed by or volunteer their services to Lessee to perform work under this Lease are neither employees of the City nor under contract to the City and Lessee alone is responsible for their work, direction, compensation and personal conduct while engaged under this Lease. Nothing in this Lease shall impose any liability or duty to the City for acts, omissions, liabilities or obligations of Lessee or any person, firm, company, agency, association, corporation or organization engaged by Lessee as expert, consultant, independent contractor, specialist, trainee, employee, servant, or agent of for taxes of any nature including but not limited to unemployment insurance, workers' compensation, disability benefits and social security.

14. **Waiver, Release and Consent Agreement**

Prior to accessing or using the land, equipment, or facilities provided, Lessee agrees to sign the "JERSEY CITY ADOPT-A-LOT WAIVER AND RELEASE OF LIABILITY/MEDICAL AUTHORIZATION & CONSENT" agreement provided by the City. Failure to do so constitutes a breach of this Agreement and, in particular, voids the promise by the City to indemnify Lessee as described in Section 8.

15. **Representation**

This lease contains the entire contract between the parties. No representative, agent, or employee of the City has been authorized to make any representations or promises with reference to the within letting or to vary, alter or modify the terms hereof. No additions, changes or modifications, renewals or extensions hereof shall be binding unless reduced to writing and signed by the Landlord and Tenant.
16. **Severability**

If any provision(s) of this Lease is held unenforceable for any reason, each and all other provision(s) shall nevertheless remain in full force and effect.

17. **Choice of Law**

This agreement shall be governed by and constructed in accordance with the laws of the State of New Jersey. Any dispute arising under or in connection with this agreement or related to any matter which is the subject of this agreement shall be subject to the exclusive jurisdiction of the State and/or Federal courts located in New Jersey. Any dispute arising under or in connection with this agreement or related to any matter which is the subject of this agreement shall be subject to mandatory mediation or arbitration clause forcing the lessee to talk to the City to resolve any issue prior to seeking a day in court.

IN WITNESS WHEREOF, the parties hereto have cause this to be signed and sealed.

**THE CITY OF JERSEY CITY**

[Signatures and dates]

ADOPT-A-LOT PROGRAM OFFICER

[Signature]

DATE 3/7/19

Department of Health & Human Services Director

[Signature]

DATE 3/7/19

Gregory J. Corrado
Assistant Business Administrator

DATE 3/12/19

ATTEST: 

SEAN J. GALLAGHER
Deputy City Clerk

LESSEE

[Signature]

AUTHORIZING OFFICIAL/TITLE

BRUNSWICK

Garden or Group Name

DATE: 2/9/19

8
A RESOLUTION AUTHORIZING THE RENEWAL OF THE LICENSE AGREEMENT WITH RIVERVIEW NEIGHBORHOOD ASSOCIATION, INC. TO ALLOW FOR THE CONTINUATION OF THE TEMPORARY BEE COLONY IN THE COMMUNITY GARDEN LOCATED AT 285 OGDEN AVENUE, BLOCK 3002, LOT 2

COUNCIL, offered and moved adoption of the following Resolution:

WHEREAS, the City of Jersey City ("the City") is a Municipal Corporation of the State of New Jersey, with offices located at City Hall, 280 Grove Street, Jersey City, New Jersey 07302, Jersey City, New Jersey; and

WHEREAS, on February 23, 2011, the Municipal Council adopted Ordinance 11-019 which authorized the leasing of vacant land to non-profit corporations in connection with the City's "Adopt-a-Lot" program; and

WHEREAS, the property located at 285 Ogden Avenue has been set aside as a community garden pursuant to the City's Adopt-a-Lot program; and

WHEREAS, Riverview Neighborhood Association, Inc. (RNA) is a non-profit organization and has been administering the community garden located at 285 Ogden Avenue; and

WHEREAS, in the Spring of 2014 the RNA approached representatives from the City about operating a temporary bee colony (apiary) in the community garden located at 285 Ogden Avenue; and

WHEREAS, the representatives from the RNA cited the widespread use of pesticides which has had a deleterious effect on the bee population worldwide threatening both the ecosystem and the food chain; and

WHEREAS, the representatives from the RNA noted that bee pollination helps the ecosystem remain diverse and sustainable; and

WHEREAS, bees are a crucial source of plant pollination and are therefore a key element in the food chain which supplies both animals and humans; and

WHEREAS, on June 25, 2014, the Municipal Council approved Resolution 14.464 which authorized the execution of a License Agreement with Riverview Community Garden to allow for the establishment of a temporary bee colony in the community garden located at 285 Ogden Avenue; and

WHEREAS, the apiary has been successful and there have been no reported incidents; and

WHEREAS, RNA wishes to continue maintaining the bee colony in the community garden located at 285 Ogden Avenue; and

WHEREAS, RNA believes that maintaining the apiary at 285 Ogden Avenue will continue to increase local plant pollination and garden output and will provide a positive boost to the local ecosystem; and

WHEREAS, RNA agrees to retain a professional beekeeper (apiarist) to manage the apiary; and

WHEREAS, the maintenance of the apiary will be at no cost to the City; and
A RESOLUTION AUTHORIZING THE RENEWAL OF THE LICENSE AGREEMENT WITH RIVERVIEW NEIGHBORHOOD ASSOCIATION, INC. TO ALLOW FOR THE CONTINUATION OF THE TEMPORARY BEE COLONY IN THE COMMUNITY GARDEN LOCATED AT 285 OGDEN AVENUE, BLOCK 3002, LOT 2

WHEREAS, RNA will submit their biannual reports in June and October with the status of the bees.

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

1. A new License Agreement with Riverview Neighborhood Association, Inc. with offices located at 30 Zabriskie St, Jersey City, New Jersey 07307 is hereby approved.

2. The Business Administrator is authorized to execute the License Agreement subject to the following terms:

A. The Property: Block 3002, Lot 2 on the official tax map of the City, more commonly known by the street address of 285 Ogden Avenue, Jersey City, New Jersey 07307.

B. The Term: A period not to exceed one (1) year from the date of execution.

3. The final version of the License Agreement shall be substantially in the form attached, subject to such modifications as may be deemed necessary or appropriate by the Corporation Counsel or the Business Administrator.

APPROVED:

APPROVED AS TO LEGAL FORM

Certification Required □ Not Required □

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 4.24.19

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<th>COUNCILPERSON</th>
<th>AYE</th>
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<th>N.V.</th>
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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.

Reginald R. Lavarno, 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
A RESOLUTION AUTHORIZING THE RENEWAL OF THE LICENSE AGREEMENT WITH RIVERVIEW NEIGHBORHOOD ASSOCIATION, INC. TO ALLOW FOR THE CONTINUATION OF THE TEMPORARY BEE COLONY IN THE COMMUNITY GARDEN LOCATED AT 285 OGDEN AVENUE, BLOCK 3002, LOT 2

Initiator

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<td>Name/Title</td>
<td>Stacey Flanagan/Angela Davis</td>
<td>Director/Director of Food &amp; Nutrition</td>
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<tr>
<td>Phone/email</td>
<td>(201) 547 6560/5838</td>
<td><a href="mailto:SFlanagan@jcnj.org">SFlanagan@jcnj.org</a>/ADavis@jcnj.org</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 permits the City to allow the Riverview Community Garden to conduct beekeeping.

I certify that all the facts presented herein are accurate.

Signature of Department Director  Date

4/15/19
LICENSE AGREEMENT
Between
THE CITY OF JERSEY CITY and RIVERVIEW NEIGHBORHOOD ASSOCIATION, INC.
OPERATORS OF THE COMMUNITY GARDEN LOCATED AT 285 OGDEN AVENUE

This LICENSE AGREEMENT dated the day of 2019, between the CITY OF JERSEY CITY (Licensor) with offices located at City Hall, 280 Grove Street, Jersey City, New Jersey 07302, and RIVERVIEW NEIGHBORHOOD ASSOCIATION, INC. A New Jersey Non-Profit Corporation, (Licensee) with offices located at 30 Zabriskie Street, Jersey City, New Jersey 07307, provides as follows:

SECTION ONE
Property

The Licensor owns a certain property located at 285 Ogden Avenue, Jersey City, New Jersey 07307, also described as Block 3002, Lot 2, consisting of approximately 0.0342 acres of vacant, unimproved property (Property or Lot).

SECTION TWO
Services

Licensor has allowed the Licensee to use this Lot as a community garden pursuant to an existing Lease Agreement attached hereto. Under the authority of this License Agreement, the Licensee will be permitted to keep an active bee colony (apiary) on the lot to facilitate pollination as part of the Urban Beekeeping Pilot program.

SECTION THREE
Term

This License Agreement shall commence on April 11th, 2019. This License Agreement shall be in effect for one (1) year from the above date.

SECTION FOUR
Fees

There are no fees associated with the Licensee’s use of this Lot and the Licensee’s use of the Lot to host an apiary will be at no cost to the Licensor.

SECTION FIVE
Quiet Enjoyment

Nothing in this License Agreement shall be construed as a limit on the term of the existing Lease between the City and the Licensee. During the term of this License Agreement the Licensor shall not terminate the existing Lease. The Licensee shall enjoy the use and quiet enjoyment of the Lot during the term of this License Agreement.
SECTION SIX
Maintenance and Security

The Licensee shall be responsible for providing security and for keeping the Lot in good order and for ensuring that the apiary is secure from unauthorized use or manipulation. If, for any reason the Licensee fails to adequately secure the apiary, and the bees should escape, the Licensee must immediately notify the Licensor. The Licensor reserves the right to terminate the License Agreement without further notice. In this event, the Licensee's Lease shall continue unchanged.

SECTION SEVEN
Professional Oversight Required

Licensee shall utilize the services of a professional beekeeper (apiarist) to ensure that all proper precautions are followed, including, but not limited to, construction of a six-foot fence to enclose the apiary, placement of a water source near the apiary, placement of a "bait hive" near the apiary to discourage the colony from moving beyond the confines of the Lot.

SECTION EIGHT
Status Report

The Licensee will submit their biannual reports in June and October with the status of the bees.

SECTION NINE
Notices

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

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

Licensee: RIVERVIEW NEIGHBORHOOD ASSOCIATION, INC.
30 Zabriskie Street
Jersey City, New Jersey 07307

IN WITNESS WHEREOF, the parties to this agreement have executed this License Agreement as of the ____ day of _____, 2019.
ATTEST:

Robert Byrne
City Clerk

ATTEST:

Deirdre Newman
Beekeeper

CITY OF JERSEY CITY

Brian Platt
Business Administrator

RIVERVIEW COMMUNITY GARDEN

Kao Pin Lew, Esq.
President
ADOPT-A-LOT LEASE

This Lease is issued by the City of Jersey City "City" to Riverview Neighborhood Assoc. ("Lessee") with offices located at 1204 River Rd, for the operation of an Adopt-A-Lot Garden located at 1234 5th St. (address) on Block 300 and Lot(s) 2. ("the Garden"). This Lease shall be administered jointly by the Department of Health and Human Services ("HHS") and the Department of Public Works ("DPW") through the Adopt-A-Lot Program Officer ("Officer"), with an office located at 1 Jackson Square, Jersey City, New Jersey 07305.

1. Term

This Lease is issued to Lessee for a term (the "Term") beginning January 1, 2019 and ending December 31, 2019 unless terminated earlier. The Lease may be renewed in October by the Municipal Council upon the recommendation of the Adopt-A-Lot Program Officer provided that the Lessee meets the obligations set forth in this Lease.

2. Notices and Contact Person

All correspondence, including notices of non-compliance, shall be sent to the person designated as the "Contact Person" by the Lessee.

Lessee:_________________________________________________________

Address:________________________________________________________

Telephone numbers:______________________________________________

Contact Person for Lessee:_________________________________________

Address:_________________________________________________________
Telephone numbers:

Day: 201-656-1222

Evening: ______________

Weekend: ______________

Email address: Knap
town website

Lessee shall promptly notify the Adopt-A-Lot Program Officer of any change in the contact information provided above. Notice to the listed Contact Person shall be deemed notice to the Lessee.

3: Obligations of Lessee/Use of Premises

A. This Lease is specifically entered into for the purpose of Lessee's designing and cultivating a plant garden and thereafter maintaining that garden and all plants and structures contained therein (including, but not limited to, the City-supplied shed, all the tools contained therein, any fence, raised plant beds, planters, tables, benches, and other ornamental items, if applicable) in a safe and orderly condition.

a. Before entering into a Lease, the prospective Lessee shall notify the Adopt-A-Lot Program Officer to arrange for an inspection the premises for the purpose of locating, and, if feasible, removing any dangerous debris, undergrowth, garbage, or other dangerous materials. If the Adopt-A-Lot Program Officer determines that a dangerous condition exists on the premises that cannot be remedied at a cost deemed reasonable by the Adopt-A-Lot Program Officer, then the City shall refuse to consummate the Lease.

B. Within two months of the issuance of this Lease, or sooner if applicable, Lessee agrees to do the following:

a. Lessee shall post a sign provided by DPW at the Garden explaining that the Garden is a part of the Adopt-A-Lot Program.

b. Lessee shall update City's Adopt-A-Lot Jersey City manager of hours of operation for City of Jersey City Website.

C. Within three months of the issuance of this Lease, or sooner if applicable, Lessee agrees to the following:

a. Lessee shall design and install a plant garden.

b. Lessee shall nurture and develop the plants in the Garden, including watering, fertilizing, pruning, weeding, and harvesting as required. Any spray or liquid fertilizers or herbicides must be approved by DPW, and notice given to DPW prior to
application. DPW reserves the right to determine and prohibit an environmentally harmful fertilizer or herbicide.

**D. Within four months of the issuance of this Lease, or sooner if applicable, Lessee agrees to the following:**

a. Gardens are required to post signage listing open hours, a schedule of planned activities, and information on how to join the garden, along with the name and telephone number of the Lessee’s contact person and/or the Officer.

b. Lessee shall open the Garden to the public, as required by Section 8.

c. Lessee shall make gardening plots available to the public on a first come first serve basis, through the use of a waiting list to be posted at the Garden.

**E. Upon execution of the Lease, the Lessee agrees to the following:**

a. Lessee shall maintain the Garden in a safe condition and take care of all plants and structures contained therein, including all fences, raised beds, tables, benches, and ornamental items.

b. Lessee shall keep sidewalks, passageways, and curbs adjacent to and within the Garden clean and free from snow, ice, garbage, debris, and other obstructions.

c. Lessee shall comply with all applicable laws, rules, and regulations of the United States, the State of New Jersey, and the City of Jersey City, and with other such rules, regulations, orders, terms and conditions as may be set or required by the Adopt-a-Lot program to the extent that they relate to the gardening activities under this Lease or are otherwise applicable to the Lease.

d. Lessee shall arrange for the provision of, and pay for any utilities, with the exception of water, necessary for the performance of the activities described herein; provided however that Lessee shall not cause nor permit the installation of any such utilities without the prior written approval of the Adopt-A-Lot Program Officer.

e. Provide two reports each year to the Adopt-A-Lot Program Officer, one in June and one in October, containing the current status of the Garden including, but not limited to, a current color photo, a list of current Garden members, and any current concerns or problems that the Lessee believes the Adopt-A-Lot Program Officer should be made aware of or a problem fulfilling any of the requirements specified in this lease.

f. Lessee shall notify the to the Adopt-A-Lot Program Officer of any administrative or operational matters constituting any loss, injury, damage or violation within the garden within three days of such occurrence by contacting the to the Adopt-A-Lot Program Officer.

g. Lease renewal will be submitted two months before expiration date.
4. Restrictions on Lessee

A. Lessee agrees to the following restriction on the use of the Garden:

a. No permanent improvements on the Garden. This prohibition includes but is not limited to paving the Garden concrete, asphalt or other materials.

b. The Lessee shall make no alterations, additions, or improvements to the Garden without the prior written consent of the Adopt-A-Lot Program Officer.

c. No permanent structures or murals or other permanent works of art may be built in the Garden without permission from the Adopt-A-Lot Program Officer, and, where applicable, the DPW, Jersey City Building Department and the Jersey City Division of Cultural Affairs.

d. No automobiles, trucks, or other motorized vehicles may be stored or parked at any time in the Garden.

e. There shall be a minimum of five (5) Active Garden members.

f. No persons shall be allowed to reside in the Garden.

B. No animals (including dogs or cats) shall reside in the Garden.

a. No drugs or alcohol may be used, consumed, stored, sold, or distributed in the Garden.

b. Garden shall not be used for any commercial purpose (including, but not limited to, the sale or advertisement of any goods or services): provided, however, that the City may allow, with prior notice to the Officer, Fundraising events at the Garden solely for the purposes of supporting the operation of the Garden. All agricultural produce cultivated at the Garden may be sold offsite at a designated Jersey City Farmer’s Market.

c. Lessee shall not create or suffer to be created any nuisance or danger to public safety in or around the Garden. Lessee shall not cause or permit the accumulation of garbage or debris in the Garden. Lessee shall not commit or cause any waste of or to the Garden.

d. Lessee shall not sub-let the demise premises for gardening or recreational purposes pursuant to N.J.S.A. 40A:12-15(i). Lessee shall not use or permit the premises to be used for any other purpose without obtaining the written and endorsed consent of the City.
e. Lessee may not discriminate in any way against any person on grounds of race, creed, religion, color, sex, age, national origin, disability, marital status, or sexual orientation.

f. Lessee may not cause or permit gambling or any activities related to gambling in the Garden, or the use of the Garden for any illegal purpose.

g. If Lessee ceases to use the property for gardening or recreational purposes, the City shall have the right to terminate the lease upon giving ten (10) days written notice to Lessee prior to the effective date of termination.

h. Lessee shall not use or permit the storage of any illuminating oils, oil lamps, turpentine, benzene, naphtha, or similar flammable substances or explosives of any kind, and any substance or item prohibited in the standard policies of insurance companies in the State of New Jersey.

i. Lessee shall not abandon the Garden.

5. Failure to Comply with Restriction and Termination

If Lessee violates any covenant or conditions of this Lease or of the rules established by the City, and upon failure to discontinue such violation within ten (10) days after notice to the Lessee, this Lease shall, at the option of the City, become void. Notwithstanding the above, the City may terminate this Lease without advance notice for any of the following reasons:

A. Use of the Garden for any illegal purpose, including, but not limited to use of drugs, alcohol, gambling, or other illegal activity, or conspiracy to commit same

   a. Creation of danger to the neighborhood, whether through inadequate sanitation, including accumulation of garbage, existence of a fire hazard, or any other condition which may cause harm to the Garden or other persons or property in its vicinity;

   b. The City ceases to be the fee owner of the Garden.

The City shall have the right to terminate the Lease at its convenience without cause by giving written notice sixty (60) days prior to the effective date of termination. The City shall have no liability of any nature whatsoever by reason of such termination.

6. Access

A. Gardens are required to keep their gates open for a minimum of twenty (20) hours per week from the first of May through and including the thirtieth day of November. This can be achieved through posted open hours, community events, workdays, workshops, and all activities that keep gardens open and accessible to the public. Gardens are required to post signage listing open hours, a schedule of planned activities, information on how to join the Garden, along with the name and telephone number of the Lessee’s
contact person and the Adopt-A-Lot Program Officer. The Adopt-A-Lot Program Officer may conduct spot checks to see that the required public access is maintained, and if the Garden is not open at the designated time, the City may terminate this Lease.

B. The City and its representatives, i.e. the DPW, the Police and Fire Departments, and other City agency representatives shall have access to the leased premises at all times for any purpose.

7. Return of City Property and Surrender of the Garden

Lessee shall surrender the premises at the end of the term in as good condition as reasonable use will permit. In the event that the lease is terminated or expires, the Lessee shall remove all temporary improvements installed on the property by the Lessee at its own cost or expense. Lessee shall also return all tools referenced in Section 3(A)(ii) of this Lease and other unused items provided by the City, to DPW within thirty days of receipt of a notice of termination.

If the Lessee shall remain in the premises after the expiration of the term of this Lease without having executed a new written Lease with the City, such holding over shall not constitute a renewal or extension of this Lease. The City may treat the Lessee as one who has not removed at the end of his/her term, and thereupon be entitled to all remedies against the Lessee provided by law in that situation, or the City may elect, at its option, to construe such holding over as a tenancy from month to month, subject to all the terms and conditions of this lease, except as to duration thereof.

8. Indemnification

The Lessee shall indemnify and hold the City and its officers, agents and employees harmless from any and all claims or personal injury, and property damage arising out of the Lessee’s occupancy and use of the leased premises.

9. Risk Upon Lessee

The expenditures for gardening activities to be undertaken at Garden are to be made solely and exclusively at the risk and sole cost and expense of Lessee, and no part thereof is, or shall be, reimbursable by the City for any reason whatsoever. The gardening activities to be performed pursuant to this Lease were not and are not directed by the City, and the City assumes no obligation or responsibility nor shall have any liability, for any expenditure made hereunder.

10. Modification

This Lease shall not be modified or extended except in writing and when signed by both the City and Lessee. This instrument shall not be changed orally.
11. **Conflict of Interest**

Lessee warrants that no officer, agent, employee, or representative of the City of Jersey City has received any payment or other consideration for the making of this Lease and that no officer, agent, employee, or representative of the City has any personal financial interest, directly or indirectly, in this Lease.

12. **Assignment**

Lessee shall not sell, assign, mortgage or otherwise transfer, or sublicense any interest or right provided for herein, nor shall this Lessee be transferred by operation of law, it being the purpose and spirit of this agreement to grant this Lessee a privilege solely to the Lessee named herein.

13. **Employees**

All experts, consultants, volunteers or employees of Lessee who are employed by or volunteer their services to Lessee to perform work under this Lease are neither employees of the City nor under contract to the City and Lessee alone is responsible for their work, direction, compensation and personal conduct while engaged under this Lease. Nothing in this Lease shall impose any liability or duty to the City for acts, omissions, liabilities or obligations of Lessee or any person, firm, company, agency, association, corporation or organization engaged by Lessee as expert, consultant, independent contractor, specialist, trainee, employee, servant, or agent of for taxes of any nature including but not limited to unemployment insurance, workers' compensation, disability benefits and social security.

14. **Waiver, Release and Consent Agreement**

Prior to accessing or using the land, equipment or facilities provided, Lessee agrees to sign the “JERSEY CITY ADOPT-A-LOT WAIVER AND RELEASE OF LIABILITY/MEDICAL AUTHORIZATION & CONSENT” agreement provided by the City. Failure to do so constitutes a breach of this Agreement and, in particular, voids the promise by the City to indemnify Lessee as described in Section 8.

15. **Representation**

This lease contains the entire contract between the parties. No representative, agent, or employee of the City has been authorized to make any representations or promises with reference to the within letting or to vary, alter or modify the terms hereof. No additions, changes or modifications, renewals or extensions hereof shall be binding unless reduced to writing and signed by the Landlord and Tenant.
16. **Severability**

If any provision(s) of this Lease is held unenforceable for any reason, each and all other provision(s) shall nevertheless remain in full force and effect.

17. **Choice of Law**

This agreement shall be governed by and constructed in accordance with the laws of the State of New Jersey. Any dispute arising under or in connection with this agreement or related to any matter which is the subject of this agreement shall be subject to the exclusive jurisdiction of the State and/or Federal courts located in New Jersey. Any dispute arising under or in connection with this agreement or related to any matter which is the subject of this agreement shall be subject to mandatory mediation or arbitration clause forcing the lessee to talk to the City to resolve any issue prior to seeking a day in court.

**IN WITNESS WHEREOF,** the parties hereto have cause this to be signed and sealed.

**THE CITY OF JERSEY CITY**

**ADOPT-A-LOT PROGRAM OFFICER**

**DATE** 3/7/19

**Department of Health & Human Services Director**

**DATE** 3/7/19

**Gregory J. Corrado**

Assistant Business Administrator

**DATE** 3/6/19

**ATTEST:**

**SEAN J. GALLAGHER**

Deputy City Clerk

**LESSEE**

**AUTHORIZING OFFICIAL/TITLE**

**DATE:** 2/9/19
RESOLUTION AUTHORIZING THE USE AND EXECUTION OF A NOTICE IN LIEU OF DEED NOTICE FOR SOIL CONTAMINATION AT OCEAN AVENUE.

COUNCIL

offer and moved adoption of the following Resolution:

WHEREAS, an underground storage tank ("UST") was discovered at 186 Ocean Avenue, Jersey City, New Jersey a/k/a Block 29404 Lot 7; and

WHEREAS, the property owner of 186 Ocean Avenue removed the UST and analyzed the soil in its vicinity; and

WHEREAS, the soil analysis indicated that soil contamination in exceedance of the New Jersey Department of Environmental Contamination's (the "Department") Remediation Standards for Total Extractable Petroleum Hydrocarbon ("EPH") and Naphthalene existed underneath the sidewalk and the road directly adjacent to 186 Ocean Avenue (the "residual contamination"); and

WHEREAS, the Department has approved the installation of engineering and institutional controls to address the residual contamination; and

WHEREAS, the Department's approved engineering control is a cap comprised of the sidewalk and roadway; and

WHEREAS, the Department's approved institutional control is the filing of a Notice in Lieu of Deed Notice in substantially the same form as attached; and

WHEREAS, N.J.A.C. 7:26:C-7.2(c)(2)(i) requires that, when a Notice in Lieu of Deed Notice is used as an institutional control on a roadway and/or sidewalk associated with a municipality, the municipality must provide written agreement to provide the Notice in Lieu of Deed Notice in the form of a formal resolution; and

WHEREAS, the Department-approved institutional and engineering controls will prevent exposure of the residual contamination to the public.

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

1. The City of Jersey City agrees to provide a Notice in Lieu of Deed Notice for the affected area of Ocean Avenue in substantially the same form as attached pursuant to N.J.A.C. 7:26:C-7.2(b)(2); and

2. The Mayor or Business Administrator is authorized to execute the Notice in Lieu of Deed Notice for Ocean Avenue and any other document as the Corporation Counsel deems appropriate or necessary to effectuate the implementation of the Notice in Lieu of Deed Notice.

Approved: APR 24 2019

HCB 4/17/2019

APPROVED: (Signature)

APPROVED AS TO LEGAL FORM: (Signature)

Certification Required: ☑

Not Required: ☐

APPROVED 8-0

.Record of Council Vote on Final Passage 4.24.19

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<tr>
<th>Councilperson</th>
<th>Aye</th>
<th>Nay</th>
<th>N.V.</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.

Ricardo R. Lavare, 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 USE AND EXECUTION OF A NOTICE IN LIEU OF DEED NOTICE FOR SOIL CONTAMINATION AT OCEAN AVENUE. |

Initiator

<table>
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<tr>
<th>Department/Division</th>
<th>Law</th>
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<tbody>
<tr>
<td>Name/Title</td>
<td>Peter Baker</td>
</tr>
<tr>
<td>Corporation Counsel</td>
<td><a href="mailto:PBaker@jenj.org">PBaker@jenj.org</a></td>
</tr>
<tr>
<td>Phone/email</td>
<td>201 547 4667</td>
</tr>
</tbody>
</table>

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:30 p.m.)

Resolution Purpose

To authorize the implementation and execution of a notice in lieu of deed notice for residual contamination underneath Ocean Avenue and the adjacent sidewalk.

I certify that all the facts presented herein are accurate.

Signature ___________________________ Date ____________
NOTICE IN LIEU OF DEED NOTICE

IN ACCORDANCE WITH, N.J.A.C 7:26C-7.2(b)2, THIS DOCUMENT IS TO BE DISTRIBUTED TO ALL AFFECTED PARTIES.

Prepared by: ________________________________

Rodger A. Ferguson, Jr., LSRP

This Notice in Lieu of Deed Notice is made as of the _____ day of _____, 2019, by the City of Jersey City, New Jersey, 280 Grove Street Jersey City, New Jersey 07302 (“Owner”).

1. THE PROPERTY. City of Jersey City with an address of 280 Grove Street, Jersey City, New Jersey, 07302, is the owner of certain real property designated as Ocean Avenue, specifically this Notice in Lieu of Deed Notice is for a portion of Ocean Avenue between Linden Avenue and Lembeck Avenue, on the tax map of Jersey City, Hudson County; the New Jersey Department of Environmental Protection Program Interest Number (Preferred ID) for the contaminated site which includes this property is 682371; and the property is more particularly described in Exhibit A, which is attached hereto and made a part hereof (the “Property”).

2. REMEDIATION.

i. Rodger A. Ferguson, Jr., (LSRP License #573794) has approved this Notice in Lieu of a Deed Notice as an institutional control for the Property, which is part of the remediation of the Property.

3. SOIL CONTAMINATION. Jeremy Doppelt Realty Management LLC Defined Benefit Plan has remediated contaminated soil at the Property, such that soil contamination remains at certain areas of the Property that contains contaminants in concentrations that do not allow for the unrestricted use of the Property. Such soil contamination, including the type, concentration and specific location of such contamination, and the existing engineering control(s) on the site are described, in Exhibit B, which is attached hereto and made a part hereof. As a result, there is a statutory requirement for this Notice in Lieu of Deed Notice and engineering controls in accordance with N.J.S.A. 58:10B-13.

4. CONSIDERATION. In order to obtain approval of the remedial action for the remediation of a discharge from the heating oil tank system, and in consideration of the terms and conditions of that approval, and other good and valuable consideration, Owner has agreed to subject the Property to certain statutory and regulatory requirements that impose restrictions upon the use of
the Property, to restrict certain uses of the Property, and to provide notice to subsequent owners, lessors, lessees and operators of the Property of the restrictions outlined in this Notice in Lieu of Deed Notice and required by law, as set forth herein.

5A. RESTRICTED AREAS. Due to the presence of contamination remaining at concentrations that do not allow for unrestricted use, the Owner has agreed, as part of the remedial action for the Property, to restrict the use of certain parts of the Property that contain the residual contamination (the "Restricted Areas"); a narrative description of these restrictions is provided in Exhibit B, which is attached hereto and made a part hereof.

5B. RESTRICTED LAND USES. The Brownfield and Contaminated Site Remediation Act, N.J.S.A. 58:10B-12.g(10), prohibits the conversion of a contaminated site, remediated to non-residential soil remediation standards that require the maintenance of engineering or institutional controls, to a child care facility, or public, private, or charter school without the Department’s prior written approval, unless a presumptive remedy is implemented pursuant to the Technical Requirements for Site Remediation at N.J.A.C. 7:26E-5.3.

5C. ENGINEERING CONTROLS. Due to the presence and concentration of these contaminants, the Owner has also agreed, as part of the remedial action for the Property, to maintain engineering controls on the Property as described in Exhibit B.

6A. CHANGE IN OWNERSHIP AND REZONING.

i. The Owner and the subsequent owners, lessors, and lessees, shall cause all leases, grants, and other written transfers of an interest in the Restricted Areas to contain a provision expressly requiring all holders thereof to take the Property subject to the restrictions contained herein and to comply with all, and not to violate any, of the conditions of this Notice in Lieu of Deed Notice. Nothing contained in this Paragraph shall be construed as limiting any obligation of any person to provide any notice required by any law, regulation, or order of any governmental authority.

ii. The Owner or the subsequent owner shall provide written notice to the Department of Environmental Protection within 30 calendar days after the Owner’s or subsequent owner’s petition for or filing of any document initiating a rezoning of the Property to be used as a child care facility, or public, private, or charter school.

6B. SUCCESSORS AND ASSIGNS. This Notice in Lieu of Deed Notice shall be binding upon Owner and upon Owner’s successors and assigns, and subsequent owners, lessors, lessees and operators while each is an owner, lessee, lessee, or operator of the Property.

7A. ALTERATIONS, IMPROVEMENTS, AND DISTURBANCES.

i. The Owner and all subsequent owners, lessors, and lessees shall notify any person, including, without limitation, tenants, employees of tenants, and contractors, intending to conduct invasive work or excavate within the Restricted Areas, of the nature and location of
contamination in the Restricted Areas, and, of the precautions necessary to minimize potential human exposure to contaminants.

ii. The Owner and all subsequent owners, lessors, and lessees shall restore any disturbance of an engineering control to pre-disturbance conditions within 60 calendar days after the initiation of the alteration, improvement, or disturbance, unless the Department approves, in writing, a period of time exceeding 60 calendar days.

iii. Except as provided in Paragraph 7B, below, no person shall make, or allow to be made, any alteration, improvement, or disturbance in, to, or about the Property that disturbs any engineering control at the Property without first obtaining the Department's written permission for the alteration, improvement, or disturbance, unless the person restores the engineering control to pre-disturbance conditions within 60 calendar days.

7B. EMERGENCIES. In the event of an emergency which presents, or may present, an unacceptable risk to the public health and safety, or to the environment, or an immediate environmental concern, see the Site Remediation Reform Act at N.J.S.A. 58:10C-2, any person may temporarily breach an engineering control provided that that person complies with each of the following:

i. Immediately notifies the Department of Environmental Protection of the emergency, by calling the Department Hotline at 1-877-WARNDEP (1-877-927-6337);

ii. Hires an environmental professional, as defined in the Heating Oil Tank System Remediation Rules at N.J.A.C. 7:26F-1.5, to respond to the emergency;

iii. Limits both the actual disturbance and the time needed for the disturbance to the minimum reasonably necessary to adequately respond to the emergency;

iv. Implements all measures necessary to limit actual or potential, present or future risk of exposure to humans or the environment to the contamination;

v. Notifies the Department of Environmental Protection when the emergency or immediate environmental concern has ended by calling the Department Hotline at 1-877-WARNDEP (1-877-927-6337);

vi. Restores the engineering control(s) to the pre-emergency conditions as soon as possible; and

vii. Submits to the Department of Environmental Protection, within 60 calendar days after completion of the restoration of the engineering control(s), a report including: (a) the nature and likely cause of the emergency; (b) the measures that have been taken to mitigate the effects of the emergency on human health and the environment; (c) the measures completed or implemented to restore the engineering control(s); and (d) any changes to the engineering control(s) or site operation and maintenance plan to prevent recurrence of such conditions in the future.
8. TERMINATION OF NOTICE IN LIEU DEED NOTICE. This Notice in Lieu of Deed Notice may be terminated only upon delivering, via certified mail, a NJDEP-approved Termination of a Notice in Lieu of Deed Notice, available at N.J.A.C. 7:26C Appendix C, with the Affected Parties as identified in NJAC 7:26C-7.2(b)2, expressly terminating this Notice in Lieu of Deed Notice.

9. ACCESS. The Owner, and the subsequent owners, lessors, lessees, and operators agree to allow the Department, its agents, and its representatives access to the Property to inspect and evaluate the continued protectiveness of the remedial action that includes this Notice in Lieu of Deed Notice, and to conduct additional remediation to ensure the protection of the public health and safety and of the environment if the subsequent owners, lessors, lessees, and operators, during their ownership, tenancy, or operation, and the Owner fail to conduct such remediation pursuant to this Notice in Lieu of Deed Notice as required by law. The Owner, and the subsequent owners, lessors, and lessees, shall also cause all leases, subleases, grants, and other written transfers of an interest in the Restricted Areas to contain a provision expressly requiring that all holders thereof provide such access to the Department.

10. ENFORCEMENT OF VIOLATIONS.

i. This Notice in Lieu of Deed Notice itself is not intended to create any interest in real estate in favor of the Department of Environmental Protection, nor to create a lien against the Property, but merely is intended to provide notice of certain conditions and restrictions on the Property and to reflect the regulatory and statutory obligations imposed as a conditional remedial action for this site.

ii. The restrictions provided herein may be enforceable solely by the Department against any person who violates this Deed Notice. To enforce violations of this Notice in Lieu of Deed Notice, the Department may initiate one or more enforcement actions pursuant to the Spill Compensation and Control Act, N.J.S.A. 58:10-23.11, and the Site Remediation Reform Act, N.J.S.A. 58:10C, and require additional remediation and assess damages pursuant to N.J.S.A. 58:10-23.11 and N.J.S.A. 58:10C.

11. SEVERABILITY. If any court of competent jurisdiction determines that any provision of this Notice in Lieu of Deed Notice requires modification, such provision shall be deemed to have been modified automatically to conform to such requirements. If a court of competent jurisdiction determines that any provision of this Notice in Lieu of Deed Notice is invalid or unenforceable and the provision is of such a nature that it cannot be modified, the provision shall be deemed deleted from this instrument as though the provision had never been included herein. In either case, the remaining provisions of this Notice in Lieu of Deed Notice shall remain in full force and effect.

12A. EXHIBIT A. Exhibit A includes the following maps of the Property and the vicinity:
i. Exhibit A-1: Vicinity Map - A map that identifies by name the roads, and other important geographical features in the vicinity of the Property (for example, USGS Quad map, Hagstrom County Maps);

ii. Exhibit A-2: Metes and Bounds Description -- A tax map of lots and blocks as well as a metes and bounds description of the Property, including reference to tax lot and block numbers for the Property;

iii. Exhibit A-3: Property Map -- A scaled map of the Property, scaled at one inch to 200 feet or less, and if more than one map is submitted, the maps shall be presented as overlays, keyed to a base map; and the Property Map shall include diagrams of major surface topographical features such as buildings, roads, and parking lots.

12B. EXHIBIT B. Exhibit B includes the following descriptions of the Restricted Areas:

i. Exhibit B-1: Restricted Area Map -- A separate map for each restricted area that includes:

   (A) As-built diagrams of any buildings, paved areas, or capped easements (for example, a sidewalk containing utilities) that function as engineering controls; and

   (B) Designation of all soil and sediment sample locations within the Property that exceed any soil or sediment standard that are keyed into one of the tables described in the following paragraph.

ii. Exhibit B-2: Restricted Area Data Table -- A separate table for each restricted area that includes the following:

   (A) Sample location designation from Restricted Area map (Exhibit B-1);

   (B) Sample elevation based upon mean sea level; and

   (C) The remaining concentration of each contaminant at each sample location at each elevation.

iii. Exhibit B-3: Narrative Descriptions of the Engineering Control(s) as follows:

   (A) Description of the engineering control(s);

   (B) The objective of the engineering control(s); and

   (C) How the engineering control(s) is(are) intended to function.

12C. EXHIBIT C. Exhibit C includes narrative descriptions of the institutional controls as follows:
i. Exhibit C-1: Deed Notice as Institutional Control: Exhibit C-1 includes a narrative description of the restriction and obligations of this Deed Notice that are in addition to those described above, as follows:

(A) Description and estimated size of the Restricted Areas as described above;

(B) Description of the restrictions on the Property by operation of this Deed Notice; and

(C) The objective of the restrictions.

13. SIGNATURES. IN WITNESS WHEREOF, Owner has executed this Deed Notice as of the date first written above.

ATTEST: Jeremy Doppelt Realty Management LLC Defined Benefit Plan

[Signature] [Signature]
Jeremv Doppelt, Esq./Trustee [Print name and title]

STATE OF New Jersey SS.: COUNTY OF Morris

I certify that on ___, 2019, Jeremy Doppelt, Esq., personally came before me, and this person acknowledged under oath, to my satisfaction, that:

(a) this person is a Trustee of Jeremy Doppelt Realty Management LLC Defined Benefit Plan, the entity named in this document;

(b) this person is the attesting witness to the signing of this document by the proper entity officer who is a Trustee of the entity;

(c) this document was signed and delivered by the entity as its voluntary act and was duly authorized;

(d) the entity does not have a seal as it is not a corporation; and

(e) this person signed this proof to attest to the truth of these facts.
[Signature] [Signature of Jersey City representative]

[Print name and title of attesting witness] [Print name and title of Jersey City rep]

Signed and sworn before me on _____, 2019

______________________________, Notary Public

[Print name and title]
EXHIBIT A-1

VICINITY MAP
EXHIBIT A-2

METES AND BOUNDS DESCRIPTION
October 24, 2018

Deed Description: Deed Notice
#186 Ocean Avenue
City of Jersey City
Hudson County, New Jersey

BEGINNING at a point in Ocean Avenue (NJSPCS - NAD 1983 North 678238.91 and East 605326.53), opposite building #186 and running; thence

1. South 47 degrees 39 minutes 20 seconds East a distance of 19.30 feet to a point; thence
2. South 42 degrees 20 minutes 40 seconds West a distance of 23.58 feet to a point; thence
3. North 47 degrees 39 minutes 20 seconds West a distance of 19.30 feet to a point; thence
4. North 42 degrees 20 minutes 40 seconds East a distance of 23.58 feet to the point and place of BEGINNING.

Containing a calculated area of 455 square feet.

Being the “Deed Notice” as shown on a map entitled “Deed Notice, City of Jersey City, Hudson County, New Jersey” prepared by Gerald G. DeGroat, L.S., Land Surveying & Planning, dated October 24, 2018.

[Signature]
N.J. Land Surveyor Lic. No. 26791
EXHIBIT B-1

RESTRICTED AREA MAP
EXHIBIT B-2

RESTRICTED AREA DATA

The analytical results of the subsurface soil sampled in the area below and around the former UST show a 455-square foot area exhibiting the presence of extractable petroleum hydrocarbons (EPH) and naphthalene at concentrations in excess of the applicable NJDEP Residential and Non-Residential Direct Contact Soil Remediation Standards.

The following residual home heating oil-related contaminants identified at the site include:

<table>
<thead>
<tr>
<th>Contaminant</th>
<th>Concentration (mg/kg)</th>
<th>Depth (feet msl)</th>
<th>Residential Direct Contact Soil Remediation Standard</th>
<th>Non-Residential Direct Contact Soil Remediation Standard</th>
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<tbody>
<tr>
<td>EPH</td>
<td>9,420</td>
<td>9.5 - 10.0</td>
<td>5,100</td>
<td>54,000</td>
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<tr>
<td>Naphthalene</td>
<td>13</td>
<td>7.0 - 7.5</td>
<td>6</td>
<td>17</td>
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The above subsurface contamination was delineated; however, the EPH contamination could not be remediated, because a four-foot wide electric conduit had been constructed in the street above the sample locations after the original soil boring had been installed. Further remediation of this location is not feasible. The direct contact exposure pathway cannot be completed due to the presence of the sidewalk, street, and the electric conduit.
EXHIBIT B-2:

ANALYTICAL DATA SUMMARY TABLE
<table>
<thead>
<tr>
<th>Client ID</th>
<th>Lab Sample ID</th>
<th>Matrix</th>
<th>Sampling Date</th>
<th>Dilution Factor</th>
<th>Unit</th>
<th>Sample Depth (ft)</th>
<th>Total EPH</th>
<th>NJ Residential Soil Remediation Standard (mg/kg)</th>
<th>NJ Non Residential Soil Remediation Standard (mg/kg)</th>
<th>NJ Impact to Groundwater Soil Screening Level (mg/kg)</th>
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<tr>
<td>SB-1</td>
<td>L16-34834-01</td>
<td>Soil</td>
<td>3/13/2015</td>
<td>10</td>
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<td>SJ-9.6-10</td>
<td>L16-19736-21</td>
<td>Soil</td>
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<td>7.0 - 7.5</td>
<td>Result</td>
<td>Q</td>
<td>RL</td>
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<td>9420</td>
<td>132</td>
<td>13</td>
<td>4.4</td>
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</table>

**Exceeds NJ Residential Soil Remediation Standard**

**Exceeds NJ Non Residential Soil Remediation Standard**

**Exceeds NJ Impact to Groundwater Soil Screening Level**

*Italic font indicates the MDL is below standard and/or screening level.*

NA: Not Analyzed

U: Indicates the analyte was analyzed for but not detected.

J: Result is less than the RL but greater than or equal to the MDL and the concentration is an approximate value.
Soil contaminants associated with the impacted soils on-site have been addressed by the installation of engineering controls in the form of a cap. The cap provides a physical barrier between the impacted soils and the general public. The impacted soils are covered by a combination of impermeable surfaces including asphalt pavement and concrete sidewalk.

The engineering controls will be inspected on a periodic basis to determine their integrity, operability, and effectiveness and that they continue, as designed, to protect public health and safety and the environment. Each alteration, excavation or disturbance of any of the engineering controls will be conducted in a timely manner and appropriately addressed to maintain the integrity of the engineering controls. A record of the self-inspection dates, the name of the inspector, the results of the inspection and the condition of each of the engineering controls will be maintained.

Exhibit B-1 Map Insert – “Restricted Area Map” presents the details of the above referenced cap construction details.

**Asphalt Roadway**
The areas capped with asphalt most likely reflect that of a typical roadway. The soil is covered by an engineering control consisting of as much as a 6-inch gravel sub-base and a minimum of 4-inch asphalt top course.

**Concrete sidewalk**
In the sidewalk area, the impacted soil is covered by an engineering control consisting of a 6-inch concrete course.
EXHIBIT C-1

Notice In Lieu of Deed Notice as Institutional Control – Monitoring and Maintenance

A Notice in Lieu of Deed Notice for restricted use will apply to a portion of the site. The applicable impervious (paved and unpaved) portions include the asphalt pavement and concrete sidewalk. The details of the area of coverage are provided on Exhibit B-1 and measures approximately 455 square feet. The cap is designed to prevent exposure to the impacted soils.

Pursuant to N.J.S.A. 58:10B-13.1, monitoring for compliance and effectiveness of the institutional and engineering controls shall be conducted and a certification submitted to the NJDEP every two years including an evaluation of the impervious surfaces to determine integrity, operability and effectiveness. The results of each inspection will be documented and made available to the NJDEP upon request. The report shall indicate the institutional and engineering controls are being properly maintained and continue to be protective of public health, safety and the environment. Also, the report shall state that the land use is consistent with the restrictions on this Notice in Lieu of Deed Notice. Any such certification shall include the information relied upon to determine no changes occurred over the two-year period. Finally, the report shall evaluate any newly promulgated or modified requirements of applicable regulation or laws applying to the site that might necessitate additional sampling in order to evaluate the protectiveness of the remedial action included in this Notice in Lieu of Deed Notice. The property owner is responsible for the maintenance.
RESOLUTION RATIFYING THE AWARD OF A CONTRACT TO THE JERSEY CITY MEDICAL CENTER TO PROVIDE BASIC LIFE SUPPORT (BLS) AMBULANCE SERVICES

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, the City of Jersey City (City) has a need to provide Basic Life Support (BLS) ambulance services to residents, commuters, and visitors; and

WHEREAS, the City advertised for bids pursuant to the Competitive Contracting Law, N.J.S.A. 40A:11-4.1, and Resolution 14.715, approved on November 12, 2014, awarded a three (3) year contract to the Jersey City Medical Center to provide BLS ambulance services effective as of January 1, 2015; and

WHEREAS, the contract provides the City with options to renew it for two (2) additional one (1) year terms; and

WHEREAS, Resolution 18-501, approved on May 23, 2018, renewed the contract for an additional one year effective January 1, 2018; and

WHEREAS, the City desires to exercise its second and final option and renew the contract for an additional one (1) year term effective January 1, 2019; and

WHEREAS, this contract is concession contract and the Jersey City Medical Center provides BLS ambulance services at no cost to the City.

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

1) Pursuant to N.J.S.A. 40A:11-4.1 et seq., a contract award to the Jersey City Medical Center to provide BLS ambulance services is ratified;

2) The term of the contract is one (1) year effective as of January 1, 2019 and the contract is at no cost to the City;

3) Subject to such modifications as deemed necessary or appropriate by Corporation Counsel, the Mayor or Business Administrator is authorized to execute the renewal contract attached hereto;

4) Notice of this action shall be published in a newspaper of general circulation within the municipality within ten days of this award;
TITLE: RESOLUTION RATIFYING THE AWARD OF A CONTRACT TO THE JERSEY CITY MEDICAL CENTER TO PROVIDE BASIC LIFE SUPPORT (BLS) AMBULANCE SERVICES

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

6) The award of this contract shall be subject to the condition that the Jersey City Medical Center provides satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et seq.

APPROVED 6-1-1

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 4.24.19

<table>
<thead>
<tr>
<th>COUNCILPERSON</th>
<th>AYE</th>
<th>NAY</th>
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<tr>
<td>RIDLEY</td>
<td>✓</td>
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<td>ABSTAIN</td>
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<tr>
<td>PRINZ-AREY</td>
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<td></td>
<td></td>
</tr>
<tr>
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<td>WATTERMAN</td>
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<tr>
<td>LAVARRO, PRES.</td>
<td>✓</td>
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<td>ABSTAIN</td>
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</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.

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 CONTRACT TO THE JERSEY CITY MEDICAL CENTER TO PROVIDE BASIC LIFE SUPPORT (BLS) AMBULANCE SERVICES

Project Manager

<table>
<thead>
<tr>
<th>Department/Division</th>
<th>Administration</th>
</tr>
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<tbody>
<tr>
<td>Name/Title</td>
<td>Brian Platt</td>
</tr>
<tr>
<td>Phone/email</td>
<td>547-5147</td>
</tr>
<tr>
<td></td>
<td><a href="mailto:BPlatt@jcnj.org">BPlatt@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 has a need to provide Basic Life Support (BLS) ambulance services to residents, commuters, and visitors. The City advertised for bids pursuant to the Competitive Contracting Law, N.J.S.A. 40A:11-4.1, and Resolution 14.715, approved on Nov. 12, 2014, awarded a 3 year contract to the Jersey City Medical Center to provide BLS ambulance services effective as of Jan. 1, 2015. The contract provides the City with options to renew it for two additional one year terms. Resolution 18-501, approved on May 23, 2018, renewed the contract for one year effective as of Jan. 1, 2018. The City desires to exercise its second and final option and renew the contract for an additional one year term effective Jan. 1, 2019. This contract is a concession contract and the Jersey City Medical Center provides BLS ambulance services at no cost to the City.

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

| No Cost to the City (Concession Contract) | One year effective Jan. 1, 2019 |

Type of award  Competitive Contracting

If “Other Exception”, enter type

Additional Information

I certify that all the facts presented herein are accurate.

Signature of Department Director  Date
RENEWAL AGREEMENT TO PROVIDE BASIC LIFE SUPPORT AMBULANCE SERVICES

This Renewal Agreement is made this _____ day of ___________, 2019 between the City of Jersey City ("City") and the Jersey City Medical Center ("JCMC" or "Contractor")

WHEREAS, the City of Jersey City (City) has a need to provide Basic Life Support (BLS) ambulance services to residents, commuters, and visitors; and

WHEREAS, the City advertised for bids pursuant to the Competitive Contracting Law, N.J.S.A. 40A:11-4.1, and Resolution 14.715, approved on November 12, 2014, awarded a three (3) year contract to the Jersey City Medical Center to provide BLS ambulance services effective as of January 1, 2015; and

WHEREAS, the contract provided the City with options to renew the contract for two (2) additional one (1) year terms; and

WHEREAS, Resolution 18-501, approved on May 23, 2018, renewed the contract for an additional one year effective January 1, 2018; and

WHEREAS, the City desires to exercise its second and final option and renew the contract for an additional one (1) year term; and

WHEREAS, this contract is concession contract and the Jersey City Medical Center provides BLS ambulance services at no cost to the City; and

WHEREAS it is necessary to ratify this Renewal Agreement effective as of January 1, 2019.

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

1. The contract to provide BLS ambulance services is renewed effective as of January 1, 2019.

2. All other terms, covenants, conditions, rights and liabilities of the parties as set forth in the Agreement dated January 1, 2015, which is attached hereto as Exhibit “A” and incorporated herein by reference, shall remain in full force and effect.

IN WITNESS WHEREOF, the City of Jersey City by its Mayor or Business Administrator and the Jersey City Medical Center have executed this Renewal Agreement and affixed their corporate seals thereto the day, month and year first above written.

ATTEST: 

CITY OF JERSEY CITY

ROBERT BYRNE
City Clerk

BRIAN PLATT
Business Administrator

ATTEST:

JERSEY CITY MEDICAL CENTER

RR
4-4-19
EXHIBIT A
AGREEMENT

AGREEMENT made as of this 1st day of January 2015 between the CITY OF JERSEY CITY, a Municipal Corporation of the State of New Jersey, located at 280 Grove St., Jersey City, New Jersey 07302 ("City") and the JERSEY CITY MEDICAL CENTER, located at 355 Grand St., Jersey City, New Jersey 07302 ("JCMC" or "Contractor").

WHEREAS, the City has a need to provide Basic Life Support Emergency Ambulance Services ("BLS Services") to residents, commuters and visitors of Jersey City; and

WHEREAS, N.J.S.A. 40A:11-4.1(b)(3)(f) authorizes the use of competitive contracting for the procurement of emergency medical services; and

WHEREAS, Resolution No. 13-663 approved on September 25, 2013, authorized the City to use the Competitive Contracting Law, N.J.S.A. 40A:11-4.1 et seq., to award a contract for providing BLS Services in Jersey City; and

WHEREAS, on June 26, 2014 the City publicly advertised a request for proposals, and on July 30, 2014 received proposals from McCabe Ambulance Service, Inc. and from the Jersey City Medical Center; and

WHEREAS, a committee appointed pursuant to N.J.A.C. 5:34-4.3 reviewed the proposals and prepared a report recommending that the City award the BLS Services contract to the JCMC; and

WHEREAS, Resolution 14-715 approved on November 12, 2014 authorized this Agreement between the City and the Contractor;

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

1. The purpose of this Agreement is for Contractor to provide BLS Services to residents, commuters, and visitors of Jersey City.

ARTICLE II
Scope of Services

2. Contractor shall perform for the City all the services as described in the City’s Request for Proposals (RFP) dated June 26, 2014, the Addenda issued by the City on July 9, 2014 and July 14, 2014 (“Addenda”), and the Contractor’s Proposal received by the City on July 30, 2014 (“Contractor’s Proposal”), which are attached hereto and incorporated herein by reference (“RFP Contract Documents”). The contract consists of this Agreement and the RFP Contract Documents. This Agreement and the RFP Contract Documents are intended to complement and supplement each other. In the event that there is a conflict or discrepancy between the provisions of this Agreement and the RFP Contract Documents, the provisions of this Agreement shall govern over the provisions of the RFP Contract Documents, and the provisions of the Addenda shall govern over the RFP, and the RFP shall govern over the Contractor’s Proposal.

3. The contract term is for three (3) years effective as of January 1, 2015, and the City shall have the option to renew the contract for two (2) additional one (1) year terms.

4. The scope of services to be performed shall not be materially different from, or more or less extensive, than those specified above unless such modifications are reduced in writing and signed by authorized representatives of the City and Contractor. Any modifications which increase the compensation of Contractor shall require the prior authorization of the governing body of the City.

ARTICLE III
Contractual Relationship

5. In performing the services under this Agreement, Contractor shall operate and have the status of an independent contractor and shall not act as an agent or employee of City. As an independent contractor, Contractor shall be responsible for determining the means and methods of performing the services described in the Scope of Services.
ARTICLE IV
Compliance

6. Contractor shall perform the services to be furnished under this Agreement with the degree of skill and care required as per:

a. The City’s RFP dated June 26, 2014;

b. The Contractor’s proposal received July 30, 2014;

c. Local, state or federal laws, regulations or codes, including but not limited to, all Medicare and Medicaid laws and/or regulations concerning transport of patients to the Closest Appropriate Facility; and

d. Reasonable and customary professional practices and standards with regard to the provision of BLS Services and the emergency transport of patients, including, but not limited to:

i. Contractor shall take patients to the Closest Appropriate Facility, as defined herein, taking into consideration the patient condition, patient preference and distance to the hospital.

ii. The following definitions shall apply:

1. “Appropriate Facility” shall mean: an institution that is generally equipped to provide the needed hospital care for the illness or injury involved, a physician or a physician specialist is available to provide the necessary care required to treat the patient’s condition, and a bed is available for the patient. See 42 C.F.R. § 410.40(e) and Medicare Benefits Policy Manual, Ch. 10-Ambulance Services § 10.3.6; and

2. “Closest” shall mean: the hospital that is geographically nearest to the location where the ambulance physically picks up a patient as determined by GPS.

iii. The Contractor must utilize the most current regulations, codes, policies, best practices and protocols regarding transporting patients with special service needs, such as trauma, stroke or myocardial infarction, including, but not limited to, the New Jersey Administrative Code and the most current edition of the NJEMS Field Guide, made available by the New Jersey Department of Health and Senior Service Office of Emergency Medical Services.

iv. In the case of sexual assault, transport shall be to the Closest
Appropriate Hospital in accordance with the most current edition of the New Jersey Attorney General Standards for providing Services to Victims of Sexual Assault.

v. If the patient expresses a preference for a particular hospital, Contractor may transport the patient to said hospital even if not the Closest, as permitted under local, state or federal laws or regulations.

ARTICLE V
Reports, Monitoring and Audit

7. Contractor shall comply with all reporting requirements set forth in the RFP, Section 3.4.2., “Records and Reports”. During the term of this Agreement, to the extent permitted under applicable law, Contractor shall prepare reports of the following information on a monthly basis, provide such information to the public upon request, and make reasonable and good-faith efforts to provide such information on the Contractor’s website on a quarterly basis:

a. General pick-up location

b. General diagnosis at scene

c. Drop-off location

d. Payor Source (Medicaid, Medicare, or Other, as reported by the patient, if available). If Payor Source is unavailable, Contractor shall note the reason for same.

8. As per RFP, Section 3.4.3, Contractor shall reply to all complaints of service received within one (1) week.

9. The City shall have the right to conduct periodic and/or unscheduled program audits, vehicle inspections, patient care equipment inspections, and fiscal audits as often as it deems necessary for the purposes of monitoring the effectiveness of this Agreement. During an audit, upon request by the City, Contractor shall identify each transport that was not to the Closest Appropriate Facility and the reason for such transport, including objective documentation supporting the decision not to transport to the Closest Appropriate Facility.

10. The Contractor agrees to cooperate fully with the City in the monitoring of this Agreement.

11. The provisions of Article V, Section 7, shall take effect on July 1, 2015.
ARTICLE VI
Compensation and Payment

12. In consideration for the award of this concession, as indicated in Contractor’s proposal received July 30, 2014, the Contractor shall perform this contract at no cost to the City during the term of this contract and for any term extensions. The Contractor will be responsible for all expenses incurred in providing BLS Services.

ARTICLE VII
Insurance

13. Contractor shall purchase and maintain the following insurance during the terms of this Contract:

   a. Comprehensive General Liability in the minimum amount of $2,000,000 per occurrence. Insurance certificate must name the City as an additional insured.

   b. Automobile Liability in the amount of $2,000,000. Insurance certificate must name the City as an additional insured.

   c. Medical Malpractice-Professional Liability in the minimum amount of $2,000,000 per occurrence.

   d. Workmen’s Compensation Insurance in the statutory amount and Employer’s Liability in the minimum amount of $1,000,000.

14. Contractor agrees to procure and maintain insurance of the kinds and in the amounts provided above with insurance companies authorized to do business in the State of New Jersey, as rated in the Best Key Rating Guide for Property and Casualty covering all operations under this Contract.

15. Before commencing the work, Contractor shall furnish the City certificates of each insurance.

16. The insurance policies described in this Article shall be kept in force for the term of the contract, including any extensions thereto.
ARTICLE VIII
Termination

17. Failure to follow the specifications set forth herein, as may be amended through agreement of both parties, may constitute a breach of the contract. Should a dispute arise, and if, after a good faith effort at resolution, the dispute is not resolved, the Contractor may cancel the contract by providing 90 days written notice to the City. The City reserves the right to cancel the contract for cause or for convenience by providing 90 days written notice to the Contractor.

ARTICLE IX
Arbitration

18. Any disputes or claims arising out of this Agreement or breach thereof shall be decided upon by a mutually-agreed single arbitrator appointed in accordance with the rules of the American Arbitration Association. The Arbitrator shall be bound by the terms of this Agreement and shall issue a written opinion explaining the reasons for this award.

19. A demand for arbitration shall be in writing no later than five (5) days after the written decision of the City of Jersey City Business Administrator on any claim or dispute covered by this Agreement.

ARTICLE X
Indemnity

20. The Contractor shall indemnify and hold harmless the City, its agents, servants, and/or employees from and against all claims, damages, losses, and expenses including all reasonable counsel fees incurred by the City for any of the aforesaid claims that may result or arise directly or indirectly, from or by reason of the performance of the contract or from any act or omission by the Contractor, its agents, servants, and/or employees that result in any loss of life or property or in any injury or damage to persons or property.

ARTICLE XI
Entire Agreement

21. This Agreement constitutes the entire agreement between City and Contractor. It supersedes all prior or contemporaneous communications, representations of agreement, whether oral or written with respect to the subject matter thereof and has been induced by no representations, statements or agreements other than those herein expressed. No agreement hereafter made between the parties shall be binding on
either party unless reduced to writing and signed by an authorized officer of the party sought to be bound thereby.

22. This Agreement shall in all respects be interpreted and construed and the rights of the parties thereto shall be governed by the laws of the State of New Jersey.

ARTICLE XII
Assignment

23. Contractor shall make no assignment nor transfer this Agreement or assign or transfer any part of the work under this Agreement without the written consent of the City. This Agreement shall be binding upon the parties hereto, their heirs, executors, legal representatives and assigns.

ARTICLE XIII
Notice

24. All notices or other communications given hereunder shall be in writing and shall be deemed to be duly given if delivered to:

Robert J. Kakoleski
City Business Administrator
City Hall
280 Grove Street
Jersey City, NJ 07302

Joseph F. Scott
President and CEO
Jersey City Medical Center
355 Grand Street
Jersey City, NJ 07302

With a copy to:

Jeremy Farrell
Corporation Counsel
City Hall
280 Grove Street
Jersey City, NJ 07302

John P. Lacey, Esq.
Connell Foley LLP
85 Livingston Avenue
Roseland, NJ 07068

David A. Mebane, Esq.
Senior Vice President and General Counsel
Barnabas Health
95 Old Short Hills road
West Orange, NJ 07052
ARTICLE XIV
Compliance with Affirmative Action Plan

25. a. If the Agreement exceeds $36,000.00, 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:

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

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

ARTICLE XV
New Jersey Business Registration Requirements

26. The Contractor shall provide written notice to its subcontractors of the responsibility to submit proof of business registration to the Contractor.

Before final payment on the contract is made by the contracting agency, or before the end of the contract term, the Contractor shall submit an accurate list and the proof of business registration of each subcontractor or supplier used in the fulfillment of the contract, or shall attest that no subcontractors were used.

For the term of the contract, the Contractor and each of its affiliates and a subcontractor and each of its affiliates (N.J.S.A. 52:32-44(g)(3)) shall collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act on all sales of tangible personal property delivered into this State, regardless of whether the tangible personal property is intended for a contract with a contracting agency.

A business organization that fails to provide a copy of a business registration as required pursuant to section 1 of P.L. 2001, c. 134 (C.52:32-44 et seq.) of 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.
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers.

Attest:                     CITY OF JERSEY CITY

Robert Byrne, City Clerk     Robert J. Kakoleski, Business Administrator

Attest:                     JERSEY CITY MEDICAL CENTER

[Signatures]

Page 10
RESOLUTION APPROVING PARTICIPATION IN THE ALLIANCE FOR COMPETITIVE ENERGY SERVICES ("ACES") ACESPLUS PROGRAM TO PROVIDE ENERGY EFFICIENCY CONSULTING SERVICES

COUNCIL ADOPTION OF THE FOLLOWING RESOLUTION:

OFFERED AND MOVED

WHEREAS, the New Jersey School Boards Association (hereinafter referred to as "NJSBA"), is the Lead Agency in accordance with the "Public School Contracts Law", N.J.S.A. 18A:18A-1 et seq., and the Electric Discount and Energy Competition Act, N.J.S.A. 48:3-49 et seq. ("EDECA") and the regulations promulgated thereunder; and

WHEREAS, under EDECA, NJSBA is authorized to provide other energy-related services to its members; and

WHEREAS, N.J.S.A. 40A:11-10(b) authorizes municipalities to enter into cooperative pricing agreements; and

WHEREAS, ACES has offered voluntary participation in a cooperative pricing system for the energy-related services to municipalities; and

WHEREAS, the City of Jersey City ("City"), is a member of the ACES Cooperative Pricing System; and

WHEREAS, the NJSBA and the New Jersey Association of School Administrators (NJASA) has created, and is offering to school districts and others, including municipalities participating in ACES, the ACESplus Program, which is designed to assist participating members with the evaluation and implementation of certain energy related programs, including Energy Savings Improvement Programs ("ESIPs"); and

WHEREAS, the City desires to participate in the ACESplus Program; and

WHEREAS, the Lead Agency, via its professional energy consultant, Gabel Associates, will work with the City to develop and administer a competitive procurement, request for proposal process, to select an Energy Services Company (ESCO) to develop and implement an ESIP; and

WHEREAS, funds in the amount of $65,000.00 are available in Account No. 01-201-20-100-368.

BE IT RESOLVED, that the City binds itself to NJSBA as the Lead Agency to provide ESIP-related services under the ACESplus Program; and, be it

FURTHER RESOLVED: that the City accepts the Proposal and Agreement, attached as Exhibits A and B respectively, with Gabel Associates, and authorizes and directs the business administrator to execute same; and, be it
RESOLUTION APPROVING PARTICIPATION IN THE ALLIANCE FOR COMPETITIVE ENERGY SERVICES ("ACES") ACESPLUS PROGRAM TO PROVIDE ENERGY EFFICIENCY CONSULTING SERVICES

FURTHER RESOLVED, that the Lead Agency, via its professional energy consultant, Gabel Associates, is hereby authorized to work with the business administrator and City representatives to evaluate, develop and administer an RFP process, as authorized by, and in accordance with the requirements Local Public Contracts Law and in accordance with EDECA and the Proposal; and, be it

FURTHER RESOLVED that this Resolution shall take effect immediately upon passage.

I, Elizabeth Castillo, Chief Financial Officer, hereby certify that funds in the amount of $65,000.00 are available in Account No.

Account Number: 01-201-20-100-368 P.O. Number: ____________

4/15/2019

WIThDRAWN

RECORD OF COUNCIL VOTE OF

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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. 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 APPROVING PARTICIPATION IN THE ALLIANCE FOR COMPETITIVE ENERGY SERVICES ("ACES") ACESPLUS PROGRAM TO PROVIDE ENERGY EFFICIENCY CONSULTING SERVICES

Project Manager

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<tr>
<td>Name/Title</td>
<td>Brian Platt</td>
</tr>
<tr>
<td>Phone/email</td>
<td>(201) 547-4642</td>
</tr>
<tr>
<td></td>
<td><a href="mailto:bplatt@jcnj.org">bplatt@jcnj.org</a></td>
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</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 resolution shall authorize the Mayor or BA to execute a contract for energy efficiency consulting services. The goal is to capture intermediate to long term cost savings through improved energy use. The consultant will advise the City on developing and implementing of an Energy Savings Improvement Program ("ESIP"). Specifically, the consultant will help the City identify and implement energy conservation measures. It will also help the City develop an ESIP procurement process to solicit proposals from 3rd party energy services companies to save on costs. This will include consultation on devising an RFP for these 3rd party services.

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

$65,000.00  Two (2) years

Type of award  Cooperative Purchasing Agreement (ACES)

If “Other Exception”, enter type

Additional Information

The contract will through the ACES cooperative’s, with its consultant, Gabel Associates ("Gabel") who has won a bid under the ACES cooperative purchasing agreement (lead agency: NJSBA). The City of Jersey City is a member of this cooperative and would therefore be contracting with Gabel under the cooperative purchasing exception.

As part of its proposal, Gabel has suggested that the City can recover the cost of these consulting services by building into the RFP we’d be developing with them certain requirements that successful 3rd party vendors pay for the consulting services directly.

I certify that all the facts presented herein are accurate.

Signature of Department Director  Date
Proposal to Provide Energy Consulting Services

to The City of Jersey City

Through the ACESplus Program

January 22, 2019

Overview

Gabel Associates (Gabel Associates or Gabel) is pleased to provide this proposal to the City of Jersey City (Jersey City or the City) to provide energy consulting services related to its energy efficiency (EE) projects. Gabel has unmatched experience developing renewable energy projects in New Jersey, especially projects for public entities where defined procurement processes are required.

It is also important to note that Gabel Associates has an existing working relationship with the City and is currently providing consulting support for the City’s solar and EE projects.

Based on discussions and review of the Local Government Energy Audit (LGEA) report for the City’s facilities, we believe there is a viable opportunity for the City to pursue an EE project through an Energy Savings Improvement Program (ESIP) approach, and that Jersey City would be successful in attracting strong proposals that will save the City money through the implementation of EE measures. ESIP provides New Jersey government agencies with a flexible tool to improve and reduce energy usage with minimal outlay of financial resources.

Jersey City is interested in releasing a Request for Proposals (RFP) for the procurement of an Energy Service Company (ESCO) for the implementation of the ESIP. Gabel understands that the City is looking for an energy consultant to assist with the procurement, evaluation and review of the proposals (RFP), and energy savings plan (ESP). As outlined in more detail in the proposal below, Gabel will provide specialized energy consulting services to assist the City with the RFP and ESIP process.

As outlined in more detail in the proposal below, Gabel will provide specialized energy consulting services to assist the City develop an ESIP program including the development and administration of a competitive contracting procurement process. This support will be performed in collaboration with the City, the City’s engineers, and the City attorney, with the goal of minimizing administrative impacts on City personnel.

Since the City is a part of the Alliance for Competitive Energy Services (ACES) program, these consulting services can be procured easily and typically without budgeted expense through the ACESplus program. ACESplus is sponsored by the New Jersey School Boards Association (NJSBA) as the lead agency and the New Jersey Association of School Administrators (NJASA). Through ACESplus, our consulting services are provided through a long-standing cooperative purchasing program created by these organizations, as approved by the New Jersey Department of Community Affairs (DCA), with the program overseen by sponsors.
Engaging the services proposed below requires only the passing of a standardized resolution to participate in the ACESplus program for this project. All expenses for the consulting services provided can typically be included as part of the final project as a reimbursement to the City. Therefore, in the end, the project may not require any "out-of-pocket" expenses by the City as these costs will be recovered by Jersey City.

For more information about ACES and ACESplus, please refer to www.nj-aces.com.

**Overview of Gabel Associates**

Gabel Associates, Inc. is an energy, environmental and public utility consulting firm with its principal office located in Highland Park, New Jersey. In business for over 25 years, the firm provides its expertise to a wide variety of clients. Our client list includes public agencies at the local, county and State levels, individual commercial and industrial end users, aggregated groups of customers, public utility commissions, power plant owners and operators, wholesale suppliers and utilities. We have successfully assisted public and private sector clients in implementing strategic energy plans to reduce costs and enhance environmental quality.

Gabel Associates combines technical skills with in-depth, specialized financial and regulatory knowledge to create and implement financially and economically sound energy plans.

Unlike many other firms, Gabel Associates possesses strong and complementary capabilities in a range of disciplines – technical, economic, financial, marketplace, and regulatory – all of which are crucial to project success and maximizing benefits. We use these skills to build a customized approach that aligns with the energy goals of each client.

A multitude of clients rely on our firm to take on a project facilitator role to ensure that projects and studies happen successfully and efficiently. Throughout the process, the firm serves as a trusted advisor to ensure the best interests of our clients are fully analyzed and protected.

Gabel Associates has on-the-ground experience with all aspects of project development for a wide-range of projects including EE, renewable (solar, wind, landfill gas-to-energy, waste-to-energy, biomass and geothermal), cogeneration, and traditional energy sources such as natural gas and coal. Our services include feasibility studies, comprehensive economic and financial analysis, contract drafting and negotiation, and project facilitation during implementation. Our "real world" expertise and long-standing experience with the development of various types of projects and technologies strengthens our ability to provide strategic advice and forecasts.

Gabel Associates has dual expertise in both the technical and economic aspects of EE projects, which serves to differentiate our firm. The firm is also deeply involved in regulatory, legislative, and tariff issues throughout the country, which provides an additional level of support and insight to our work. Given our range of involvement in various projects, Gabel Associates can bring practical expertise to each engagement, as informed by deep experience in a wide range of energy industry disciplines.
Gabel Associates' unique combination of skills, coupled with demonstrated project success, makes the firm a trusted resource to lead Jersey City through its energy initiative. The firm possesses differentiating expertise which allows it to offer well-grounded and creative advice, including:

- Refined approach and long-standing success in EE activities including detailed energy auditing and facility assessments; historic utility usage benchmarking and bill analysis; estimated energy savings associated with energy conservation measures (ECMs); development or independent review of Energy Savings Plans (ESPs); rebate/incentive administration; preparation of request for proposals (RFPs) for Energy Service Companies (ESCOs); financial, economic and technical analysis; proposal evaluation; and contract negotiation support.

- Intimate familiarity and direct experience with various forms of performance contracting such as the ESIP for government entities and the self-own (or do-it-yourself) model. The firm is highly experienced in structuring energy performance contracts in a manner that protects our clients while also maximizing benefits;

- Extensive experience working successfully with dozens of public entities throughout New Jersey on EE issues, including the City of Atlantic City, Elizabeth Public Schools, Willingboro Municipal Utilities Authority, Monmouth County, Glen Gardner School District, Teaneck Board of Education, Hudson County, Newark Housing Authority, School District of the Chathams, and many others. The firm has specialized expertise in supporting energy projects for public entities through competitive contracting processes that seek to maximize participation;

- Highly knowledgeable about the Sustainable Jersey program, including detailed working knowledge of EE actions for which this project will be applicable;

- A highly skilled technical staff led by Mark Warner, Vice President of the firm, who has over 30 years of experience in leading technical teams. Previously, Mr. Warner chaired Sustainable Jersey's Energy Task Force where he led the development of numerous high-impact best-practice standards for the award winning Sustainable Jersey program. This included a strong focus on improving building performance and sustainability through energy efficiency and renewable energy measures;

- Additional key resources include Bojan Mitrovic and Andrew Conte, Senior Associates at the firm. Mr. Mitrovic has over 25 years of experience in energy economics and engineering and is a Certified Energy Auditor (CEA) and a Certified Energy Manager (CEM) while Mr. Conte has over 10 years of experience in energy planning and engineering and is a CEM, CEA, and Certified Measurement and Verification Professional (CMVP);
• Comprehensive analysis that allows our clients to make informed decisions based on prudent technical reviews coupled with detailed forecasting and analysis of economic and risk factors;

• Deep expertise in utility tariffs and an advanced understanding of all components that collectively make up electricity rates. Extensive expertise in energy economics and unique insights on market dynamics in retail and wholesale energy markets, which allows the firm to clearly analyze and forecast the cost of utility service, and;

• Expert understanding and continued presence at PJM, the operator of the region’s wholesale electricity marketplace, which gives the firm a unique ability to anticipate energy market trends and foresee major developments that may impact our clients.

It is also important to note that Gabel has served as the Consultant/Program Administrator for the ACES program for over 18 years. ACES represents a significant energy purchasing consortium comprised of over 400 New Jersey school districts, including Jersey City Public Schools. Gabel is also the exclusive provider of consulting services, as outlined in this proposal, for the ACESplus program.

For a full description of our services, please see our website at www.gabelassociates.com.

Proposal

This proposal provides the following information for your consideration:

1) Scope of Services
2) Fee Structure
3) General Terms and Conditions

1) Scope of Services

It is our understanding that the City is interested in implementing an ESIP. The ESIP structure will allow the City to realize the benefits of EE measures with minimal outlay of financial resources. Jersey City has already completed Local Government Energy Audits (LGEA) of certain facilities. The City is interested in exploring opportunities to expand the list of ECMs and innovative energy projects. Gabel proposes to implement the following scope of work related to implementing an ESIP:

Task 1 – ESIP Procurement Process

Gabel will develop and administer a Request for Proposals (RFP), in conjunction with the City’s legal counsel, pursuant to Department of Community Affairs (DCA) guidelines and New Jersey Board of Public Utilities (BPU) regulations (including full notice and transparent evaluation of proposals) that will be used to solicit proposals from qualified ESCOs to design and install the selected ECMs under the ESIP. Throughout the process, Gabel will work closely with the City’s
legal counsel to assure that the process is consistent (and is developed in coordination) with local unit procurement requirements. Specifically, this process will include:

a. Work with the City to collect the necessary documents required for the implementation of an ESIP as well as identify any goals and items of critical need to the City;

b. Draft an RFP using DCA and BPU approved documents that will identify the technical, financial, performance, and contractual issues that ESCOs must adhere to in their proposals;

c. Conduct a pre-bid meeting for interested ESCOs to address any questions or issues and coordinate site visits for interested vendors;

d. Evaluate the proposals from a technical, economic and financial perspective. This evaluation will be based on both price and non-price factors to assure that the City executes an agreement with a vendor that is financially and technically capable while also providing sound economic value;

e. Gabel would prepare an evaluation matrix, including weighting factors, to serve as a basis for the decision of the City to designate a contract award. Based upon this comprehensive evaluation, Gabel would prepare an Evaluation Report that clearly analyzes each proposal and provides our recommendation on the ESCO that would provide the most value to the City. Once the winning vendor has been selected, we will support the City in making an award;

f. Review proposed contracts and provide comments on their provisions to assure that the interests of the City are advanced and protected, and;

g. Finalize the contract award with the chosen vendor.

h. Assist the City with documentation of the EE Action in the Sustainable Jersey program once the project is operational, if desired.

2) Fee Structure

Task 1 - ESIP Procurement Process

Gabel proposes to charge a flat, fixed fee of $65,000 for this task. This amount would be due and payable in full following Gabel’s issuance of the Evaluation Report. This fee can be included in the ESIP financing and reimbursed to the City, but must be included in the portion of the ESIP not financed by the energy savings as per State guidelines.

Contingent Payment of the Task 1 Fee:
In the event the City chooses to stop the procurement process after Gabel starts drafting the RFP but before its release, payment owed to Gabel by the City would be $14,000. Likewise, in the event the City chooses to stop the procurement process after receipt of proposals but before Gabel begins the full evaluation (including interviews), payment owed to Gabel by the City would be $28,000.

3) General Terms and Conditions

Liability

Gabel Associates is acting in a consulting capacity and any opinions, advice or analysis presented, or activities undertaken, by Gabel Associates are based on its professional judgment and do not constitute a guarantee. IN NO EVENT SHALL GABEL ASSOCIATES' AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS PROPOSAL, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE TOTAL OF THE AMOUNTS PAID TO GABEL ASSOCIATES PURSUANT TO THIS PROPOSAL. NEITHER PARTY (OR ITS AFFILIATES, DIRECTORS, OFFICERS, AGENTS OR EMPLOYEES), UNDER ANY CIRCUMSTANCES, WILL BE LIABLE TO THE OTHER PARTY (OR ITS AFFILIATES, OWNERS, DIRECTORS, MANAGERS, OFFICERS, AGENTS OR EMPLOYEES) FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES, OR LOST OR IMPUTED PROFITS AND/OR SALES, OR FOR DAMAGES BASED UPON ANY TYPE OF MULTIPLE ARISING OUT OF THIS AGREEMENT OR ITS TERMINATION OR EXPIRATION, WHETHER LIABILITY IS ASSERTED IN CONTRACT OR TORT AND IRRESPECTIVE OF WHETHER ANY PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF ANY SUCH LOSS OR DAMAGE. EACH PARTY HEREBY WAIVES ANY CLAIM THAT THESE EXCLUSIONS DEPRIVE IT OF ANY ADEQUATE REMEDY.

Confidentiality

In the course of its performance under this Agreement, each party may acquire certain confidential information from the other in regard to the nature of the services performed. All such confidential information shall not be disclosed or revealed by Gabel Associates, or the City as applicable, to any other person or entity, nor shall any such information be utilized in any way in the performance of any work for any other person or entity, without prior written approval from the other Party or by order of a government agency with jurisdiction.
We appreciate the opportunity to provide this proposal to the City for ESIP procurement and evaluation services through ACESplus dated January 22, 2019. Please feel free to call me at (732) 296-0770 with any questions regarding this proposal.

Sincerely,

Andrew Conte, CEM, CEA, CMVP
Senior Associate

If this proposal is acceptable, and the City decides to utilize ACESplus, the Council would need to pass a resolution to participate in the ACESplus program with New Jersey School Boards Association as the lead agency.

Countersign by official with authority to bind the City of Jersey City:

__________________________________  __________________________________
Signature                          Date

__________________________________
Name

__________________________________
Title
Attachment 1: Hourly Fee Schedule

Gabel Associates

Fee Schedule

Principal Level
  Steven Gabel
  Robert Chilton
  $290 per hour

Executive Level
  $250 per hour

Senior Associate Level
  $225 per hour

Associate level
  $175 per hour

Time charges: all time is billed on an hourly basis at the rates set forth above. All time is rounded to the nearest quarter hour. Payment is due within 30 days of receipt of invoice.

Expenses: all direct expenses incurred are billed at cost. Direct expenses include travel, overnight expenses, Federal Express, and bulk copying as well as other expenses approved in advance by the client.
EXHIBIT B
AGREEMENT

AGREEMENT made this ___ day of _______, 2019 between the CITY OF JERSEY CITY, a Municipal Corporation of the State of New Jersey ("City"), City Hall, 280 Grove Street, Jersey City, New Jersey 07302, and GABEL ASSOCIATES, 417 Denison Street, Highland Park, New Jersey 08904 ("Gabel" or "Consultant"),

WHEREAS, the City is seeking to save money by making improvements and implementing procedures that increase energy efficiency in its buildings and operations; and

WHEREAS, the City desires to implement an Energy Savings Improvement Plan (ESIP) to achieve these goals; and

WHEREAS, the City requires the services of a qualified consultant with specific expertise relating to assist in development and implementation the above listed objectives; and

WHEREAS, N.J.S.A. 40A:11-10(b) authorizes municipalities to enter into cooperative pricing agreements; and

WHEREAS, the New Jersey School Boards Association (hereinafter referred to as "NJSBA"), is the Lead Agency in accordance with the “Public School Contracts Law”, N.J.S.A. 18A:18A-1 et seq., and the Electric Discount and Energy Competition Act, N.J.S.A. 48:3-49 et seq. (“EDECA”) and the regulations promulgated thereunder; and

WHEREAS, under EDECA, NJSBA is authorized to provide other energy-related services to its members; and

WHEREAS, ACES, has offered voluntary participation in a cooperative pricing system for the energy-related services to municipalities; and

WHEREAS, the NJSBA and the New Jersey Association of School Administrators (NJASA) has created, and is offering to school districts and others, the ACESplus Program, which is designed to assist participating members with the evaluation and implementation of certain energy related programs, including Energy Savings Improvement Programs (“ESIPs”); and

WHEREAS, the City of Jersey City ("Participant"), is a member of the ACES Cooperative Pricing System, and desires to participate in the ACESplus Program; and

WHEREAS, the City desires to consult with the Lead Agency, via the cooperative’s professional energy consultant, Gabel Associates, to develop and administer a competitive procurement, request for proposal process, to select an Energy Services
Company (ESCO) to develop and implement an ESIP; and

WHEREAS, the total fixed fee contract amount for such consultation services shall not exceed $ 65,000.00; and

WHEREAS, under Resolution ____ approved on __________, 2019, the City bound itself to NJSBA as the Lead Agency to provide ESIP-related consultation services under the ACESplus Program and authorized this Agreement between the City and Gabel; and, be it;

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

ARTICLE I
Purpose of Agreement

The purpose of this Agreement is for the Consultant to conduct.

ARTICLE II
Scope of Services

1. Consultant shall perform for the all the services as described in its attached the Consultant’s Proposal dated ________________ (Exhibit “A”), which is attached hereto and incorporated herein by reference (“Proposal”). The contract consists of this Agreement and the Proposal (“Contract Documents”). The Contract Documents are intended to complement and supplement each other. In the event that there is a conflict or discrepancy between the provisions of this Agreement and the Proposal, the provisions of this Agreement shall govern over the provisions of the Proposal.

2. The scope of services to be performed shall not be materially different from, or more or less extensive, than those specified above unless such modifications are reduced in writing and signed by authorized representatives of the City and Contractor. Any modifications which increase the compensation of Contractor shall require the prior authorization of the governing body of the City.

ARTICLE III
Term

1. The term of this Agreement shall be two years commencing of the date this Agreement is executed by City officials.
ARTICLE IV
Contractual Relationship

1. In performing the services under this agreement, Consultant shall operate and have the status of an independent contractor and shall not act as an agent or employee of City. As an independent contractor, Consultant shall be solely responsible for determining the means and methods of performing the consulting services described in the Scope of Services set forth in Exhibit A.

2. Consultant shall perform the services to be furnished under this Agreement with the degree of skill and care that is required by customarily accepted competent professional practices to assure that all work is correct and appropriate for the purposes intended.

ARTICLE V
Compensation and Payment

1. In exchange for performing the services describe in Article II herein, the Consultant shall receive a total contract amount of $65,000.00 including fees and expenses, unless the City decides to stop the procurement process prior to issuance of the request for proposals in which case the Consultant shall receive a total amount of $14,000, or if the City decides to stop the procurement prior to the comprehensive evaluation of proposals in which case the Consultant shall receive a total amount of $28,000, or if no responsive proposals are received from responsible bidders in which case the Consultant shall receive a total amount of $0. It is contemplated that this amount will be reimbursed to the City by a successful respondent to the RFP developed and administered by Consultant at the time of project financing, as set forth in the Consultant’s Proposal. Compensation shall be payable upon submission and verification of invoices to the City Business Administrator in accordance with the Consultant’s Proposal, subject to the following: Consultant’s invoice shall include a description of all services and materials for which the invoice is being submitted. Consultant understands that the invoice must be submitted to the Governing Body of the City for approval prior to payment. The Governing Body meets on the second and fourth Wednesdays of each month. The processing time for payment is approximately three weeks.

ARTICLE VI
Insurance

1. Consultant shall purchase and maintain the following insurance during the
terms of this Contract:

A. Comprehensive General Liability in the amount of $1,000,000.00 per occurrence and $2,000,000.00 in aggregate; including Products & Completed Operations coverage.

B. Workmen’s Compensation with State of New Jersey statutory limits and Employer’s Liability in the amount of $1,000,000.00.

C. Automobile Liability in the amount of $1,000,000.00 combined single limit.

D. Professional Liability in the amount of $2,000,000.00 per occurrence and in aggregate.

E. Cyber Liability in the amount of $2,000,000.00 per occurrence and in aggregate. Said policy shall include an endorsement whereby Consultant indemnifies and holds harmless the City, its respective employees and all claims against any of them arising solely out of the negligent performance of services or caused by error, omission, or negligent act of the Consultant or any one employed by the Consultant.

2. Consultant agrees to procure and maintain insurance of the kinds and in the amounts hereinafore provided in insurance companies authorized to do business in the State of New Jersey, as rated in the Best Key Rating Guide for Property and Casualty covering all operations under this Contract.

Consultant shall furnish the City certificates of each insurance upon execution of this Contract.

3. The insurance policies described in this Article shall be kept in force for the period specified below.

All coverage should remain in effect for the term of the contract.

ARTICLE VII
Termination for Cause

1. Should a dispute arise between the City and Consultant, and if, after a good faith effort resolution, the dispute is not resolved, either party may terminate the contract by providing 30 days’ written notice to the other party. Notwithstanding the foregoing, the City reserves the right to cancel the contract at its convenience by providing 30 days’ written notice to the Consultant. Consultant shall be paid the amount earned by or reimbursable to Consultant hereunder to the time specified in said notice. Consultant shall have no further claim against the City with respect thereto.
ARTICLE VIII
Arbitration

1. Any disputes or claims arising out of this agreement or breach thereof shall be decided upon a mutually agreed upon single arbitrator appointed in accordance with the rules of the American Arbitration Association. The Arbitrator shall be bound by the terms of this agreement and shall issue a written opinion explaining the reasons for this award.

2. A demand for arbitration shall be in writing no later than 5 days after the written decision of the City of Jersey City Business Administrator on any claim or dispute covered by this Agreement.

ARTICLE IX
Indemnity

1. The Consultant shall indemnify and hold harmless the City from and against all claims, damages, losses, and expenses including all reasonable counsel fees incurred by the City for any of the aforesaid claims that may result or arise directly or indirectly, from or by reason of the performance of the contract or from any act or omission by the Consultant, its agents, servants, and/or employees that result in any loss of life or property or in any injury or damage to persons or property.

ARTICLE X
Entire Agreement

1. This Agreement and the Proposal constitutes the entire agreement between City and Consultant. This Agreement supersedes all prior or contemporaneous communications, representations of agreement, whether oral or written with respect to the subject matter thereof and has been induced by no representations, statements or agreements other than those herein expressed. No agreement hereafter made between the parties shall be binding on either party unless reduced to writing and signed by an authorized officer of the party sought to be bound thereby.

2. This Agreement shall in all respects be interpreted and construed and the rights of the party thereto shall be governed by the laws of the State of New Jersey.

ARTICLE XI
Assignment

Consultant shall make no assignment nor transfer this Agreement or assign or transfer any part of the work under this Agreement without the written consent of the
City. This Agreement shall be binding upon the parties hereto, their heirs, executors, legal representatives and assigns.

ARTICLE XII
Notice

All notices or other communications given hereunder shall be in writing and shall be deemed to be duly given if delivered to:

Brian Platt  Andrew Conte  
City Business Administrator  Senior Associate  
City Hall  Gabel Associates  
280 Grove Street  417 Denison Street  
Jersey City, NJ 07302  Highland Park, NJ 08904

ARTICLE XIII
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).

ARTICLE XIV
New Jersey Business Registration Requirements

The Contractor shall provide written notice to its subcontractors of the responsibility to submit proof of business registration to the Contractor.

Before final payment on the contract is made by the contracting agency, the Contractor shall submit an accurate list and the proof of business registration of each subcontractor or supplier used in the fulfillment of the contract, or shall attest that no
subcontractors were used.

For the term of the contract, the Contractor and each of its affiliates and a subcontractor and each of its affiliates (N.J.S.A. 52:32-44(g)(3)) shall collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act on all sales of tangible personal property delivered into this State, regardless of whether the tangible personal property is intended for a contract with a contracting agency.

A business organization that fails to provide a copy of a business registration as required pursuant to section 1 of P.L. 2001, c. 134 (C.52:32-44 et seq.) of 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.

**ARICLE XV**
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 Consultant either did not retain the services of a lobbyist to lobby on behalf of the Consultant for the award of this contract, or if a lobbyist was retained by the Consultant for such purposes, the Consultant’s lobbyist, prior to commencing his/her lobbying activities, filed a notice of lobbyist representative status form with the City Clerk. Any Consultant 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.

**ARICLE XVI**
Open Public Records Act (OPRA) and Proprietary and/or Confidential Information

Anything to the contrary notwithstanding, the Consultant acknowledges and consents to the fact that its Proposal will become property of the City and also become public information at the appropriate time, as determined by the City (in the exercise of its sole discretion) in accordance with law. While its Proposal will become public information, it is understood that the Open Public Records Act, N.J.S.A. 47:1A-1 et seq. ("OPRA") contains exceptions for “Trade secrets and proprietary commercial or financial information obtained from any source” and “Information which, if disclosed, would give an advantage to competitors or bidders”. Consultant may, therefore, designate specific information as not subject to disclosure pursuant to the exceptions to OPRA found at N.J.S.A. 47:1A-1.1, when the Respondent has a good faith legal and or factual basis for such assertion. The City reserves the right to make the determination as to what is
proprietary or confidential, and will advise the Consultant accordingly. The location in
the Proposal of any such designation should be clearly stated in a cover letter. The City
will not honor any attempt by Consultant to designate its entire proposal as proprietary,
confidential and/or to claim copyright protection for its entire proposal. In the event of
any challenge to the Consultant’s assertion of confidentiality with which the City does
not concur, the Consultant shall be solely responsible for defending its designation.

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

Attest: City of Jersey City

Robert Byrne, City Clerk

Brian Platt, Business Administrator

Attest: Gabel Associates
RESOLUTION AUTHORIZING A PAYMENT TO DELL, INC. FOR THE LEASING, PURCHASE AND RETURN OF VARIOUS DESKTOP COMPUTERS.

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, the City of Jersey City (the “City”) entered into four (4) leases with Dell Inc. (“Dell”) for the rental of computer equipment to be used throughout the City; and

WHEREAS, the leases have expired and the City desires to exercise an option pursuant to the leases to purchase fifty-eight (58) of the leased computers for a total of $13,610.97, which constitutes approximately $234.67 per computer (see Attachment A); and

WHEREAS, the City desires to exercise an option pursuant to the leases to return sixty-eight (68) pieces of computer equipment to Dell for $3,672.00 (see Attachment B); and

WHEREAS, the City owes $81,641.20 to Dell for the leased equipment (see attachment A); and

WHEREAS, the City’s purchasing agent considers the prices to be fair and reasonable; and

WHEREAS, the sum of $17,000.00 is available in Account No. 01-201-20-140-316. PO #: 133475.

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

1) The City is hereby authorized to pay Dell the sum of $98,924.17 to pay for the outstanding lease payments owed and to pay for the costs associated with the purchase options and return options in the expired leases; and

2) The Business Administrator is hereby authorized to take such other actions that are necessary to effectuate the purposes of this Resolution.

3) 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.

I, Lizabetli Castillo, as Acting Chief Financial Officer, hereby certify that these funds are available for this expenditure in Account No. 01-201-20-140-316 for payment of the above resolution. Purchase Order # 133475. $17,000.00.

APPROVED: April 24, 2019

Business Administrator

Corporation Counsel

Certification Required □ Not Required □

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 4.24.19

<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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<td>RIDLEY</td>
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<td>YUN</td>
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<td></td>
<td>ABS</td>
<td>RIVERA</td>
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<td>SOLOMON</td>
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<td>WATTERMAN</td>
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<tr>
<td>BOGGIANO</td>
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<td></td>
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<td>ROBINSON</td>
<td>✓</td>
<td></td>
<td></td>
<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.

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

Robert Byrne, C/O Clerk
ATTACHMENT A
To: City of Jersey City
1 Journal Square Plaza, 3rd Floor
Jersey City, NJ 07304

Re: Lease Number 001-4451575-001

<table>
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<tr>
<th>Buyout Type</th>
<th>Contract</th>
<th>Receivable Balance</th>
<th>Buyout Amount</th>
<th>Sales Tax</th>
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<td>End of Lease Invoice</td>
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Subtotal: $78,086.48

Total Amount Due: $77,936.20

Should you need assistance regarding this invoice, please contact your Asset Management contact.

Respectfully,

Ben S. Barnacoat
Accounts Receivable Specialist, Customer Care
Dell Financial Services
Dell Inc 1512723 6247
Ben.Barnacoat@Dell.com

Thank you for choosing Dell Financial Services.
ATTACHMENT B
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 PAYMENT TO DELL, INC. FOR THE LEASING, PURCHASE AND RETURN OF VARIOUS DESKTOP COMPUTERS.

Project Manager
<table>
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<tr>
<th>Department/Division</th>
<th>Administration</th>
<th>IT.</th>
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<tbody>
<tr>
<td>Name/Title</td>
<td>Bernadette Kucharczuk</td>
<td>Director</td>
</tr>
<tr>
<td>Phone/email</td>
<td>X4313</td>
<td><a href="mailto:BKucharczuk@jcnj.org">BKucharczuk@jcnj.org</a></td>
</tr>
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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
To pay outstanding lease amounts and to exercise purchase and return options pursuant to four (4) expired leases with Dell Inc. for various computers.

Cost (Identify all sources and amounts)               Contract term (include all proposed renewals)
$81,641.20 – Lease payments                       
$13,510.97 – Purchase option, 58 units.           
$3,672.00 – Return option.                        

Type of award: Expired lease

Additional Information

I certify that all the facts presented herein are accurate.

Signature of Department Director       Date
DFS Lease Return Service Quotation

**Quote Date:** 11/20/2018  
**Customer:** City of Jersey City (56635172)

### Sold-To Information
- Shirley Marcano  
  15 Linden Ave East  
  Jersey City, NJ 7305  
  201-547-4890  
  Email: smarcano@jcnj.org

### Pick-Up Information
- Shirley Marcano  
  15 Linden Ave East  
  Jersey City, NJ 7305  
  201-547-4890  
  Email: smarcano@jcnj.org

<table>
<thead>
<tr>
<th>EOL Coordinator</th>
<th>Requested Pick-Up Date</th>
<th>RMA / Contract Number</th>
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<tr>
<td>Ben Barnicoat</td>
<td>3/20/2018</td>
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### Special Instructions

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<td>Desks</td>
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<td>$1,292.80</td>
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<td>69</td>
<td>Flat Panel Monitors; 20&quot; to 24&quot;</td>
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<td>$1,836.00</td>
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<td>1</td>
<td>Full Service Return Logistics (Inventory, Package, &amp; Transportation)</td>
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**Subtotal** $3,672.00  
**Sales Tax** See Note  
**Total** $3,672.00

**NOTE:** APPLICABLE SALES TAX WILL BE ADDED TO INVOICE.

THIS QUOTE IS VALID AFTER PICK UP IS SCHEDULED AND CONFIRMED BY THE CUSTOMER AND SERVICE PROVIDER. QUOTE IS VALID FOR 30 DAYS FROM THIS QUOTE DATE. BY SIGNING BELOW, YOU AGREE THAT YOU HAVE READ, UNDERSTAND AND AGREE TO THE TERMS AND CONDITIONS OF THE CUSTOMER MASTER SERVICES AGREEMENT (AS MORE FULLY DETAILED IN THE SERVICE AGREEMENT APPLICABLE TO THE ABOVE QUOTED SERVICES). IF YOU HAVE ANY QUESTIONS ABOUT THESE TERMS, YOU SHOULD CONTACT YOUR DESIGNATED DFS REPRESENTATIVE OR CONTACT THE DFS LOGISTICS DEPARTMENT VIA EMAIL AT US_EOL LOGISTICS@DELL.COM.
This Full Service Logistics Agreement ("Agreement") contains the terms and conditions that apply to your purchase of end-of-lease transportation services ("Services") from Dell Financial Services L.L.C. ("DFS"). By ordering any Services, Customer agrees to be bound by this Agreement and accept the following terms and conditions. This Service is provided in connection with Customer's separate signed master services agreement with Dell that either expressly references and authorizes Customer to order this service pursuant thereto; or, in the absence of such agreement, Dell's standard Customer Master Services Agreement ("CMSA"), which can be obtained at www.dellrefurbished.com and is incorporated by reference in its entirety herein. Notwithstanding these master service agreements, in the event of an irreconcilable conflict between the provisions set forth in this Agreement and the CMSA (or any separately signed agreement), Customer hereby agrees the provisions set forth in this Agreement, being agreed upon subsequent to those of the applicable master agreement, shall govern.

1. **Quote.** At the Customer's request, DFS will generate a quote that indicates the services to be performed and the related charges. Each "Quote" is valid for 30 days. DFS has no obligation to provide the Services under a Quote unless Customer has signed and returned the Quote to DFS. DFS may accept or reject the signed Quote in its absolute discretion. DFS may accept the Quote by performing the Services. DFS may adjust charges (+/-) for Services if the number of Items to be transported varies from the Quote.

2. **Description of Services.** DFS, by itself or through a third party provider ("Provider"), will pick up the equipment designated on the Quote between the hours of 8 a.m. - 5 p.m. on a business day mutually agreed upon at the site(s) designated on a Quote. Customer may request after hours pick-up or pick up at a specific time at the cost set forth in the Quote. Provider will count each item of equipment ("Item"), pack the Items for transportation and load the Items onto Provider's vehicle(s). Each Item, including without limitation each monitor, desktop box, notebook, server, switch, printer, copier and projector, will be deemed a separate Item.

3. **Customer Obligations.** Customer will cooperate with DFS and Provider in connection with the Services. At least five days before any scheduled Service, Customer will (i) provide to DFS a written list identifying all Items by type, quantity and service tag [serial] number, (ii) notify DFS of any scheduling requirements, (iii) specify any reasonable insurance coverage that Customer requires Provider to carry, and (iv) specify any reasonable special handling instructions. Customer is responsible for the de-installation of each Item and removal of Customer's proprietary or confidential information from any Item. By the scheduled pick up date Customer must (i) consolidate all Items at one central sheltered ground floor location that has sufficient space and lighting for counting and packing the Items and that is directly and freely accessible to Provider and, if necessary, Provider's moving equipment, and (ii) designate an employee of Customer as a contact person who is available at the time of pick up and has authorization to confirm information on a bill of lading or inventory report prepared by Provider. Customer will allow Provider all access to the Items as may be necessary to provide the Services.

4. **Attempted Pick Up Fee.** If Customer fails to provide the correct pick up address, does not have the Items ready for scheduled pick up, provides the wrong Items to Provider, fails to provide a designated contact person, or for any other reason fails to make all the Items available for counting, packing and pick up on the scheduled date and by the appointed time(s) in accordance with this Agreement, DFS may assess a fee of $150.00 per attempted pick up in addition to any charge adjustments under Section 1.

5. **Risk of Loss.** DFS will bear the risk of in-transit loss or damage to the Items upon tender of the Items to DFS' Provider. However, Customer will bear the risk of in-transit loss or damage to the Items if Customer packs the Items. The total box counts will be declared on all waybills or bills of lading.

6. **Minimum Billing.** Customer agrees that regardless of the actual number of Items tendered for a single shipment, a minimum charge of $300.00, plus applicable taxes shall apply per location for each scheduled pick up.

7. **Cancellation Fee.** If Customer cancels an order more than 2 business days after the request has been submitted to Provider, then DFS may assess a $150.00 cancellation fee.

8. **Payments.** All payments for Services shall be made promptly by wire or in the form of a check to DFS sent to the address shown on the invoice. Payments are due no later than 30 days after the date of invoice. All amounts not paid when due will accrue interest at the rate of 18% per annum or the maximum rate allowable by law, if less, from the due date until payment is received by DFS. If any check is returned unpaid by Customer's financial institution due to insufficient funds, DFS may assess an insufficient funds charge of $35.00 per occurrence. Customer will be liable for any sales, use, excise, value added, gross receipts, customs or other transaction-based tax assessed on the provision of the Services, regardless of whether they are assessed against Customer, DFS or Provider.
9. **Representations and Warranties.** Customer warrants that (i) unless the items were leased to Customer by DFS, title to the items is free and clear of all liens and claims of any kind, and (ii) that Customer is duly authorized to request performance of the Services for such items and that performance of the Services shall not result in a breach by Customer of any agreement or judgment binding upon Customer or any applicable law or regulation. In the event Customer breaches any representation or warranty contained in this Agreement, Customer agrees, to the extent permitted by law, to indemnify, defend and hold harmless DFS and its respective officers, directors, employees, representatives and agents from and against, all claims, demands, damages, losses, liabilities, actions, costs or expenses, including reasonable legal fees and expenses arising from or incurred in connection with this Agreement, regardless of the form of action.

10. **Limitation of Liabilities.** DFS will not be liable to Customer for any indirect, special, consequential or punitive damages under this Agreement, however arising. In the event DFS becomes liable to Customer for direct damages arising from any act, or omission hereunder, including breach of contract or negligence, such direct damages shall not exceed the amount of the payments made by Customer under the quote under which such act or omission occurred. DFS’s aggregate direct damages under this Agreement shall not exceed the amount of total payments made by Customer under this Agreement.

11. **Quotes and Purchase Orders.** The provisions of this Agreement shall govern any quote or any purchase order for Services issued by Customer. Except as agreed in writing signed by both parties, (i) in the event of any conflict or inconsistency between the terms of any quote or purchase order and the terms of this Agreement, the terms of this Agreement shall prevail, and (ii) in the event Customer issues a purchase order to DFS for the Services, any pre-printed terms on that purchase order are rejected by DFS and may not be incorporated into this Agreement and shall be void and of no effect.

12. **Dispute Resolution.** The parties agree to work in good faith to resolve between them all disputes and claims arising out of or relating to this Agreement before initiating a lawsuit. To this end, either party may request that each party designate an officer or other management employee to meet, with authority to bind the party to resolve the dispute or claim. During their discussions, each party will honor the other’s reasonable requests for non-privileged and relevant information. This paragraph will not apply if: (i) the expiration of the statute of limitations for a cause of action is imminent; or (ii) injunctive or other equitable relief is necessary to mitigate damages.

13. **Confidentiality.** Customer may have access to certain confidential or proprietary information or materials of DFS, including without limitation the contents of this Agreement and any quote and any other information designated by DFS as confidential or proprietary ("Confidential Information"). Customer may not disclose Confidential Information to third parties and must use the same care to prevent disclosure of Confidential Information as it uses to safeguard its own confidential information but in no event less than a reasonable degree of care.

14. **Publicity and Use of Marks.** Customer may not use the name or any trademarks, trade names or service marks of DFS or Dell Computer Corporation, or quote the opinion of any employee of DFS, in any advertising or marketing material (including press releases) without first obtaining the prior written consent of an officer of DFS.

15. **Miscellaneous.** This Agreement shall be governed by the laws of the State of Texas without regard to choice of law principles. Any lawsuit arising under this Agreement must be brought in the state courts in Williamson County, Texas. This Agreement contains the entire agreement and understanding of the parties governing the relationship formed by this Agreement; supersedes any previous agreements or understandings, oral or written; and may not be modified except in writing by both parties. Customer may not assign this Agreement without DFS’ prior written consent, and any attempted assignment without such consent shall be void.

v 04.30.2010
This Data Wipe Services Agreement ("Agreement") contains the terms and conditions that apply to your purchase of data wipe services ("Services") from Dell Financial Services L.L.C. ("DF5"). By ordering any Services, Customer agrees to be bound by this Agreement and accept the following terms and conditions. This Service is provided in connection with Customer's separate signed master services agreement with Dell that either expressly references and authorizes Customer to order this service pursuant thereto; or, in the absence of such agreement, Dell's standard Customer Master Services Agreement ("CMSA"), which can be obtained at www.dellrefurbished.com and is incorporated by reference in its entirety herein. Notwithstanding these master service agreements, in the event of an irreconcilable conflict between the provisions set forth in this Agreement and the CMSA (or any separately signed agreement), Customer hereby agrees the provisions set forth in this Agreement, being agreed upon subsequent to those of the applicable master agreement, shall govern.

1. Quote. At the Customer's request, DF5 will generate a quote that indicates the services to be performed and the related charges, (each a "Quote") A Quote is valid for 30 days. DF5 has no obligation to provide the Services under a Quote unless Customer has signed and returned the Quote to DF5. DF5 may accept or reject the signed Quote In its absolute discretion. DF5 may accept the Quote by performing the Services. DF5 may adjust charges (+/-) for Services if the number of items subject to the Service varies from the Quote.

2. Description of Services. Upon receipt of a hard drive at DF5's location, Data on Data Containing Devices will be Sanitized by Dell or its Partners in compliance with the sanitization methods of Clear, Purge and Destroy as outlined in Table 5-1 of Chapter 5 of the current published version of NIST SP 800-88r1. Each hard drive (functional or otherwise) will be considered a separate hard drive resulting in the applicable fee being charged to Customer. THIS PROCESS MAY NOT RENDER DATA UNRECOVERABLE TO, FOR EXAMPLE, EXISTING ADVANCED FORENSIC METHODS OR DATA RECOVERY METHODS THAT MAY BE DEVELOPED IN THE FUTURE, AND THEREFORE DF5 MAKES NO WARRANTIES WHATSOEVER REGARDING THIS WIPE PROCESS. DF5 IS NOT RESPONSIBLE FOR HARD DRIVES THAT ARE NOT RECEIVED AT DF5' LOCATION. Within 35 business days of the date a hard drive is received by DF5 at its location, DF5 shall deliver to Customer a report via email that lists the hard drives received and verifying that all listed hard drives were wiped or destroyed in accordance with this Section 2 and the disposal/recycling of all other Equipment was performed in accordance with applicable local country and state regulatory requirements and guidelines.

3. Customer Obligations. (1) CUSTOMER SHALL BACKUP ANY DATA OR SOFTWARE CUSTOMER DESIRES TO RETAIN PRIOR TO EQUIPMENT BEING MADE AVAILABLE TO DF5. Service provided under this Agreement does not include the restoration of any data or software from Equipment. (2) CUSTOMER SHALL REMOVE ANY AND ALL CONFIDENTIAL, PROPRIETARY, SENSITIVE OR OTHER NON-PUBLIC DATA AND ANY THIRD PARTY SOFTWARE FROM ALL EQUIPMENT PRIOR TO PICK UP BY DELL'S LOGISTICS PROVIDER. (3) Customer represents and warrants that all confidential, proprietary, sensitive or other non-public data has been removed from hard drives.

4. DF5 Limited Warranty. DF5 WARRANTS THAT IT WILL PERFORM THE SERVICE WITH COMMERCIALLY REASONABLE CARE. DF5 MAKES NO OTHER WARRANTIES AND DISCLAIMS ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. DELL HEREBY DISCLAIMS ANY AND ALL LIABILITY FOR ANY RESTORATION OF DATA OR SOFTWARE ON ANY HARD DRIVE.

5. Risk of Loss. DF5 will bear the risk of loss or damage to the hard drives once received by DF5 at its location. This risk of loss extends only to physical damage to the hard drive and does not broaden the limitations of liability set forth in Section 2 and 7 hereof.

6. Limits of Data Wipe. No data wipe process leaves a hard drive as free from unreadable residual data as a comparable new product. DF5 makes no (i) recommendations regarding the Customer's data removal requirements or (ii) representations regarding the effectiveness of one method of data removal over another.
7. Limitation of Liability. DFS' LIABILITY FOR SERVICES PROVIDED IN ACCORDANCE WITH THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH LIABILITY, WILL BE AT ALL TIMES SUBJECT TO THE FOLLOWING LIMITATIONS AND EXCLUSIONS:

A. IN NO EVENT SHALL DFS BE LIABLE (WHETHER IN CONTRACT, TORT OR OTHERWISE) FOR ANY OF THE FOLLOWING: (I) LOST PROFITS, LOSS OF BUSINESS OR COMPLIANCE WITH THIRD PARTY REQUIREMENTS THAT MAY APPLY TO DATA ON EQUIPMENT, (II) CONSEQUENTIAL, SPECIAL, INDIRECT, INCIDENTAL OR PUNITIVE (IF APPLICABLE) DAMAGES, OR (III) ANY THIRD PARTY CLAIM.

B. IN NO EVENT SHALL DFS BE LIABLE (WHETHER IN CONTRACT, TORT OR OTHERWISE) FOR ANY DAMAGES ARISING FROM OR RELATING TO THE CORRUPTION, LOSS, DISCLOSURE OR USE OF DATA, CONFIDENTIAL INFORMATION OR THIRD PARTY SOFTWARE WHICH CUSTOMER FAILS TO REMOVE FROM ANY HARD DRIVE PRIOR TO MAKING SUCH HARD DRIVE AVAILABLE TO DFS.

C. DFS'S MAXIMUM AND SOLE LIABILITY (WHETHER IN CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR IN CONNECTION WITH ANY CLAIM FOR LOSS OF ANY PHYSICAL ITEM OF EQUIPMENT SHALL IN NO EVENT EXCEED THE FAIR MARKET VALUE OF THE HARD DRIVE.

D. DFS'S AGGREGATE LIABILITY (WHETHER IN CONTRACT, TORT OR OTHERWISE) FOR ANY AND ALL CLAIMS OF LIABILITY ARISING FROM FEES PAID OR PAYABLE BY CUSTOMER UNDER THIS AGREEMENT IN SUCH CALENDAR YEAR.

DFS DOES NOT LIMIT ITS LIABILITY FOR FRAUD, PERSONAL INJURY OR DEATH ARISING FROM ITS NEGLIGENCE OR ANY OTHER LOSS THAT CANNOT BE LIMITED UNDER APPLICABLE LAW. IN THE EVENT APPLICABLE LAW PROHIBITS IN ANY PART ANY LIMITATION OF LIABILITY IN THIS SERVICE DESCRIPTION, THE PARTIES AGREE THAT SUCH LIMITATION SHALL Be MODIFIED, WITHOUT FURTHER ACTION OF EITHER PARTY, SO AS TO BROADLY APPLY TO THE MAXIMUM EFFECT ALLOWED BY APPLICABLE LAW.

8. Payments. All payments for Services shall be made promptly by wire or in the form of a check to DFS sent to the address shown on the invoice. Payments are due no later than 30 days after the date of invoice. All amounts not paid when due will accrue interest at the rate of 18% per annum (or the maximum rate allowable by law, if less) from the due date until payment is received by DFS. If any check is returned unpaid by Customer's financial institution due to insufficient funds, DFS may assess an insufficient funds charge of $35.00 per occurrence. Customer will be liable for any sales, use, excise, value added, gross receipts, customs or other transaction-based tax assessed on the provision of the Services, regardless of whether they are assessed against Customer or DFS.

9. Representations and Warranties. Customer warrants that (i) unless the hard drives were subject to a lease to Customer by DFS, title to the hard drives are free and clear of all liens and claims of any kind, and (ii) that Customer is duly authorized to request performance of the Services for such hard drives and that performance of the Services shall not result in a breach by Customer of any agreement or judgment binding upon Customer or any applicable law or regulation. In the event Customer breaches any representation or warranty contained in this Agreement, Customer agrees, to the extent permitted by law, to indemnify, defend and hold harmless DFS and its respective officers, directors, employees, representatives and agents from and against all claims, demands, damages, losses, liabilities, actions, costs or expenses, including reasonable legal fees and expenses arising from or incurred in connection with this Agreement, regardless of the form of action.

10. Quotes and Purchase Orders. The provisions of this Agreement shall govern any Quote or any purchase order for Services issued by Customer. Except as agreed in writing signed by both parties, (i) in the event of any conflict or inconsistency between the terms of any Quote or purchase order and the terms of this Agreement, the terms of this Agreement shall prevail, and (ii) in the event Customer issues a purchase order to DFS for the Services, any pre-printed terms on that purchase order are rejected by DFS and may not be incorporated into this Agreement and shall be void and of no effect.

11. Dispute Resolution. The parties agree to work in good faith to resolve between them all disputes and claims arising out of or relating to this Agreement before initiating a lawsuit. To this end, either party may request that each party designate an officer or other management employee to meet, with authority to bind the party to resolve the dispute or claim. During their discussions, each party will honor the other's reasonable requests for non-privileged and relevant information. This paragraph will not apply if: (i) the expiration of the statute of limitations for a cause of action is imminent; or (ii) injunctive or other equitable relief is necessary to mitigate damages.

12. Publicity and Use of Marks. Customer may not use the name or any trademarks, trade names or service marks of DFS or Dell Computer Corporation, or quote the opinion of any employee of DFS, in any advertising or marketing material (including press releases) without first obtaining the prior written consent of an officer of DFS.
13. **Miscellaneous.** This Agreement shall be governed by the laws of the State of Texas without regard to choice of law principles. Any lawsuit arising under this Agreement must be brought in the state courts in Williamson County, Texas. This Agreement contains the entire agreement and understanding of the parties governing the relationship formed by this Agreement; supersedes any previous agreements or understandings, oral or written; and may not be modified except in writing by both parties. Customer may not assign this Agreement without DFS' prior written consent, and any attempted assignment without such consent shall be void.
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OptiPlex 3020 Small Form Factor BTX Base
OptiPlex 3020 Small Form Factor DTx Base
OptiPlex 3020 Small Form Factor BTX Base
RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO SCHULMAN, WIEGMANN & ASSOCIATES TO PROVIDE COURT REPORTING SERVICES DURING COUNCIL MEETINGS FOR THE OFFICE OF THE CITY CLERK

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, the Office of the City Clerk requires court reporting services to transcribe spoken or recorded speech into written form, using shorthand, machine shorthand or voice writing equipment to produce official transcripts of City Council meetings, and other official proceedings; 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 Schulman, Wiegmann & Associates, 216 Stelton Road, Suite C-1, Piscataway, New Jersey 08854 in the total amount of thirty thousand, eight hundred thirty dollars ($30,800.00); and

WHEREAS, the Purchasing Director believes the proposal of Schulman, Wiegmann & Associates, attached hereto, to be 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 City Clerk 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 Operating Account:

<table>
<thead>
<tr>
<th>Account</th>
<th>PO #</th>
<th>Total Contract</th>
<th>Temp Encumbrance</th>
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<td>133332</td>
<td>$30,800.00</td>
<td>$1,180.00</td>
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NOW, THEREFORE BE IT RESOLVED, by the Municipal Council of the City of Jersey City that:

1. A contract is awarded to Schulman, Wiegmann & Associates in the amount of $30,800.00 for court reporting services;

2. The term of the contract shall be effective April 24, 2019 through April 23, 2020;

(Continue on page 2)
RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO SCHULMAN, WIEGMANN & ASSOCIATES TO PROVIDE COURT REPORTING SERVICES DURING COUNCIL MEETINGS FOR THE OFFICE OF THE CITY CLERK

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.;

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; and

5. Pursuant to N.J.A.C. 5:30-5.5(c), 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 and in the subsequent fiscal year budget.

Elizabeth Castillo, Acting 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

4/15/19

Business Administrator

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 4.24.19

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<th>AYE</th>
<th>NAY</th>
<th>N.V.</th>
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<td>BOGGIANO</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.
RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO SCHULMAN, WIEGMANN & ASSOCIATES TO PROVIDE COURT REPORTING SERVICES DURING COUNCIL MEETINGS FOR THE OFFICE OF THE CITY CLERK

Project Manager

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<th>Department/Division</th>
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<tr>
<td>ROBERT BYRNE</td>
<td>CITY CLERK</td>
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<tr>
<td>201-547-5469</td>
<td><a href="mailto:royrne@cnj.org">royrne@cnj.org</a></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.)

Contract Purpose

Court reporting services during council meeting and other official proceedings.

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

| Total Cost $30,800.00 | One year, effective 4/24/19 - 4/23/20 |
| Acct Number # 01-201-20-120-312 (Operating) |

Type of award PAY-TO-PLAY

If "Other Exception", enter type

Additional Information

I certify that all the facts presented herein are accurate.

Signature of Department Director

[Signature]

Date APR 15 2019

APR 15 2019

Date

Peter Riegl, QPA, R/PO

Date
I, Robert Byrne, of full age, hereby certify the following:

1. I am the City Clerk for the City of Jersey City.

2. The City needs to court reporting services during council meetings and other official proceedings.

4. The administration's recommendation is to award a contract to Schulman Wiegman & Associates.

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

APR 15 2019

Robert Byrne, City Clerk
City of Jersey City
RE: Certified Court Reporting City Council Meetings March 15, 2019 to March 15, 2020

Dear Mr. Byrne:


It has always been a pleasure doing business with Jersey City. We are proud of our track record of reporting the Jersey City Council Meetings for over 25 years and we look forward to continuing our mutually beneficial relationship.

Very truly yours,

BARRY J. WIEGMANN, C.C.R.

BJW/bw
Encl.
e-mailed 4-9-2019 and hard copy mailed
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 SCHULMAN-WIEGEMANN+ASSOCIATES has not made any reportable contributions in the one-year period preceding MARCH 15, 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 SCHULMAN-WIEGEMANN+ASSOCIATES (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: SCHULMAN-WIEGEMANN+ASSOCIATES

Signed: DARCY WIEGEMANN Title: COURT REPORTER/OWNER

Print Name: DARCY WIEGEMANN Date: APRIL 9, 2019

Subscribed and sworn before me this 9th day of APRIL, 2019.

My Commission expires:

JOSEPHINE COSME-FRYE Commission # 50078473 Notary Public, State of New Jersey My Commission Expires March 27, 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-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 2021                        | Mira Prinz-Arcy for Council |
| Lavarro for Councilman                   | Friends of Richard Boggiano  |
| Friends of Joyce Waterman                | Michael Yun for Council     |
| Friends of Daniel Rivera                 | Solomon for Council 2021    |
| 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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<tbody>
<tr>
<td>BARRY J. WIEGANDT</td>
<td>217 MONROE AVE BELLEVUE, NJ 07102</td>
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</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: BARBARA J. WIEGANDT
Signature of Affiant: [Signature]
Printed Name of Affiant: BARRY J. WIEGANDT
Title: CERTIFIED COURT REPORTER/OWNER
Date: 1-1-2019

Subscribed and sworn before me this 1st day of April, 2014.
JOSEPHINE COSME-FRYE
Commission #50079473
Notary Public, State of New Jersey
My Commission Expires March 27, 2023
(Witnessed or attested by)
BUSINESS ENTITY DISCLOSURE CERTIFICATION
FOR NON-FAIR AND OPEN CONTRACTS
Required Pursuant To N.J.S.A. 19:44A-20.8
<NAME OF CONTRACTING AGENCY>

The following is statutory text related to the terms and citations used in the Business Entity Disclosure Certification form.

"Local Unit Pay-To-Play Law" (P.L. 2004, c.19, as amended by P.L. 2005, c.51)

19:44A-20.6 Certain contributions deemed as contributions by business entity.
5. When a business entity is a natural person, a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity. When a business entity is other than a natural person, a contribution by any person or other business entity having an interest therein shall be deemed to be a contribution by the business entity.

19:44A-20.7 Definitions relative to certain campaign contributions.
6. As used in sections 2 through 12 of this act:
"business entity" means any natural or legal person, business corporation, professional services corporation, limited liability company, partnership, limited partnership, business trust, association or any other legal commercial entity organized under the laws of this State or of any other state or foreign jurisdiction;
"interest" means the ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit, as appropriate;

Temporary and Executing
12. Nothing contained in this act shall be construed as affecting the eligibility of any business entity to perform a public contract because that entity made a contribution to any committee during the one-year period immediately preceding the effective date of this act.

The New Jersey Campaign Contributions and Expenditures Reporting Act (N.J.S.A. 19:44A-1 et seq.)

19:44A-3 Definitions. In pertinent part...

p. The term "political party committee" means the State committee of a political party, as organized pursuant to R.S.19:5-4, any county committee of a political party, as organized pursuant to R.S.19:5-3, or any municipal committee of a political party, as organized pursuant to R.S.19:5-2.

q. The term "candidate committee" means a committee established pursuant to subsection a. of section 9 of P.L.1973, c.83 (C.19:44A-9) for the purpose of receiving contributions and making expenditures.

r. the term "joint candidates committee" means a committee established pursuant to subsection a. of section 9 of P.L.1973, c.83 (C.19:44A-9) by at least two candidates for the same elective public offices in the same election in a legislative district, county, municipality or school district, but not more candidates than the total number of the same elective public offices to be filled in that election, for the purpose of receiving contributions and making expenditures. For the purpose of this subsection: ...; the offices of member of the board of chosen freeholders and county executive shall be deemed to be the same elective public offices in a county; and the offices of mayor and member of the municipal governing body shall be deemed to be the same elective public offices in a municipality.

19:44A-8 and 16 Contributions, expenditures, reports, requirements.
While the provisions of this section are too extensive to reprint here, the following is deemed to be the pertinent part affecting amounts of contributions:
"The $300 limit established in this subsection shall remain as stated in this subsection without further adjustment by the commission in the manner prescribed by section 22 of P.L.1993, c.65 (C.19:44A-7.2)
C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Public Agency Instructions

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. It is not intended to be provided to contractors. What follows are instructions on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information on the process is available in Local Finance Notice 2006-1 (www.nj.gov/dca/lgs/lfnmenu.shtml).

1. The disclosure is required for all contracts in excess of $17,500 that are not awarded pursuant to a “fair and open” process (N.J.S.A. 19:44A-20.7).

2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. The form is worded to accept this alternate submission. The text should be amended if electronic submission will not be allowed.

3. The submission must be received from the contractor and on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.

4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.
   a. The Division has prepared model disclosure forms for each county. They can be downloaded from the “County PCD Forms” link on the Pay-to-Play web site at www.nj.gov/dca/lgs/p2p. They will be updated from time-to-time as necessary.
   b. A public agency using these forms should edit them to properly reflect the correct legislative district(s). As the forms are county-based, they list all legislative districts in each county. Districts that do not represent the public agency should be removed from the lists.
   c. Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
   d. The form may be used "as-is", subject to edits as described herein.
   e. The “Contractor Instructions” sheet is intended to be provided with the form. It is recommended that the instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
   f. The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.

5. It is recommended that the contractor also complete a “Stockholder Disclosure Certification.” This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract. (See Local Finance Notice 2006-7 for additional information on this obligation) A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. NOTE: This section is not applicable to Boards of Education.
C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Contractor Instructions

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a “fair and open” process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any State, county, or municipal committee of a political party
- any legislative leadership committee
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
  - of the public entity awarding the contract
  - of that county in which that public entity is located
  - of another public entity within that county
  - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county

The disclosure must list reportable contributions to any of the committees that exceed $300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an “interest” ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs).

When the business entity is a natural person, “a contribution by that person’s spouse or child, residing therewith, shall be deemed to be a contribution by the business entity.” [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure.

Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report.

The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor’s responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor’s submission and is disclosable to the public under the Open Public Records Act.

The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law. NOTE: This section does not apply to Board of Education contracts.

*N.J.S.A. 19:44A-3(3): “The term "legislative leadership committee" means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L. 1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures.”*
C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

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

This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.

Part I - Vendor Information

| Vendor Name: | 216 STELTON ROAD, SUITE C-1 |
| Address: | PISCATAWAY, NEW JERSEY 08854 |
| City: | State: | Zip: |

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: Barry J. Wiegmann
Printed Name: Barry J. Wiegmann
Title: CCR/OWNER

Part II - Contribution Disclosure

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

- Check here if disclosure is provided in electronic form.

<table>
<thead>
<tr>
<th>Contributor Name</th>
<th>Recipient Name</th>
<th>Date</th>
<th>Dollar Amount</th>
</tr>
</thead>
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<tr>
<td>Barry J. Wiegmann</td>
<td>COMMITTEE TO ELECT JISE KATZ</td>
<td>3-13-2018</td>
<td>$300</td>
</tr>
<tr>
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<td>Barry J. Wiegmann</td>
<td>COMMITTEE TO ELECT SIMON LEVY</td>
<td>3-13-2018</td>
<td>300</td>
</tr>
<tr>
<td>Barry J. Wiegmann</td>
<td>PEASLEE FOR CONGRESS</td>
<td>8-24-2018</td>
<td>500</td>
</tr>
<tr>
<td>Barry J. Wiegmann</td>
<td>SHOCOO FOR MAYOR</td>
<td>10-5-2018</td>
<td>1,000</td>
</tr>
</tbody>
</table>

- Check here if the information is continued on subsequent page(s)
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: ____________________________
Address: ____________________________
Telephone No: ____________________________
Contact Name: ____________________________

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.
Appendix A

Americans with Disabilities Act of 1990

Equal Opportunity for Individuals with Disability

The contractor and the [City] of [Jersey City] (hereinafter “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 aids, benefits, or services on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner’s grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to sue 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 all 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 release 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.

[Signature]

Representative’s Name/Title/Print

Date: 4-9-2019

[Signature]

Representative’s Signature

[Signature]

Name of Company

[Signature]

Name of Company

[Signature]

Name of Company

SCHULMAN, WIEGMANN & ASSOCIATES
CERTIFIED SHORTHAND REPORTERS
NEW MARKET CROSSINGS
216 STELTON ROAD, SUITE C-1
PISCATAWAY, NEW JERSEY 08854
1. Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

BARRY J. WIEGMANN, C.C.R., OWNER

2. Business name/disregarded entity name, if different from above

SCHULMAN, WIEGMANN & ASSOCIATES, PA

3. Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC
☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate
☐ Limited liability company. Enter the tax classification (C or S corporation, S or S corporation, P or Partnership)

Note: Check the appropriate box in line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

4. Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

☐ Exempt payer code (if any)
☐ Exemption from FATCA reporting code (if any)

5. Address (number, street, and apt. or suite no. See instructions.

216 STELTON ROAD, SUITE C-1

6. City, state, and ZIP code

PISCATAWAY, NEW JERSEY 08854

7. List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)
Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see What Name and Number To Give the Requester for guidelines on whose number to enter.

Part II Certification
Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

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

Sign Here
Signature of U.S. person: ____________________________

Date: 4-9-2019

General Instructions
Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form
An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.
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-JAN-2017 to 15-JAN-2024.

SCHULMAN, WIEGWMANN & ASSOCIATES
216 STELTON ROAD, SUITE C-1
PISCATAWAY NJ 08854

FORD M. SCUDDER
State Treasurer
RESOLUTION AUTHORIZING THE RENEWAL OF A CONTRACT WITH LIBERTY HUMANE SOCIETY INC. FOR ANIMAL CONTROL SERVICES FOR THE CITY OF JERSEY CITY

COUNCIL

Offered and Moved Adoption of the Following Resolution:

WHEREAS, Resolution No. 17,358, approved on April 26, 2017, awarded a two-year contract in the amount of $1,217,678.00 to Liberty Humane Society Inc. for Animal Control Services for the City of Jersey City ("City"); and

WHEREAS, the Animal Control contract contained options to renew the contract for three additional one-year periods; and

WHEREAS, the City wishes to exercise the option to extend the contract with Liberty Humane Society Inc. for a term of one year commencing May 1, 2019; and

WHEREAS, the total cost of the contract renewal shall not exceed the sum of $569,281.00; and

WHEREAS, funds in the amount of $25,000.00 are available in Account No. 01-201-27-336-312.

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

1. The renewal of a contract with Liberty Humane Society Inc. for Animal Control Services effective May 1, 2019 is approved.
2. The total cost of the contract extension shall not exceed the sum of $569,281.00.
3. 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.

I, as Acting Chief Financial Officer, hereby certify that these funds are available for this expenditure in Account No. 01-201-27-336-312 for payment of the above resolution.

Purchase Order # 133468-

APPROVED: 

APPROVED AS TO LEGAL FORM

APPROVED: Business Administrator

Certification Required □

Not Required □

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 4.24.19

<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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✓ Indicates Vote
N.Y.-Not Voting (Abstain)

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

Roll Call: Lavaro, Jr., President of Council

Approved by: Robb Byrne, City Clerk
RESOLUTION FACT SHEET - CONTRACT AWARD

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

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING THE RENEWAL OF A CONTRACT WITH LIBERTY HUMANE SOCIETY INC. FOR ANIMAL CONTROL SERVICES FOR THE CITY OF JERSEY CITY

Project Manager

<table>
<thead>
<tr>
<th>Department/Division</th>
<th>Health and Human Services</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name/Title</td>
<td>Stacey Flanagan</td>
</tr>
<tr>
<td>Phone/email</td>
<td>(201) 547-6560</td>
</tr>
<tr>
<td></td>
<td><a href="mailto:SFlanagan@kjcni.org">SFlanagan@kjcni.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 authorize renewal renewal of a contract between the City of Jersey City and Liberty Humane Society Inc. for animal control services to be effective May 1, 2019; and

Pursuant to N.J.A.C. 5:30-5.5(a), to authorize 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.

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

NOT TO EXCEED $569,281.00  One year

Type of award

If “Other Exception”, enter type

Additional Information

I certify that all the facts presented herein are accurate.

Signature of Department Director  Date
Resolution of the City of Jersey City, N.J.

RESOLUTION AUTHORIZING THE USE OF COMPETITIVE CONTRACTING TO PROCURE A CONSULTANT TO LEAD THE UPDATE TO THE MASTER PLAN OF THE CITY OF JERSEY CITY

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, there is a need to update several Elements of the City's Master Plan in conformance with New Jersey Municipal Land Use Law; and

WHEREAS, City Planning seeks to issue competitive contracting for a consultant, identified hereafter as the Prime Consultant, to lead the community outreach, graphic design, and project management of the Master Plan Update across all Elements; and

WHEREAS, the Prime Consultant will lead community engagement to clearly and effectively communicate the scope and recommendations of each Element while also bringing innovative strategies for soliciting and analyzing community feedback; and

WHEREAS, the Prime Consultant will bring a consistent graphic identity to the entirety of the Master Plan Update, allowing statistics and maps to be cohesive across all Elements; and

WHEREAS, The Prime Consultant will serve as a project manager across all Element Updates to align recommendations and goal setting, while also managing the integration of previously adopted visioning documents produced by the City of Jersey City; and

WHEREAS, the City is seeking a qualified consultant to lead the above mentioned services and plans; and

WHEREAS, the award of the contract will be based upon the most advantageous price and other factors that will be identified in the Request for Proposals document (RFP) that the City will publicly advertise; and

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

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

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

NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of the City of Jersey City that the use of competitive contracting pursuant to N.J.S.A. 40A: 11-4.1(m) is authorized for the procurement a consultant to lead the update of the Master Plan of the City of Jersey City.

Tanya Marione, AICP, PP
Director, Division of City Planning

APPROVED:

APPROVED AS TO LEGAL FORM

Business Administrator

Corporation Counsel

Certification Required □

Not Required □

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 4.24.19

<table>
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</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.

Ralph R. Lavarro, Jr., President of Council

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

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING THE USE OF COMPETITIVE CONTRACTING TO PROCURE A CONSULTANT TO LEAD THE UPDATE TO THE MASTER PLAN OF THE CITY OF JERSEY CITY

Initiator

<table>
<thead>
<tr>
<th>Department/Division</th>
<th>Name/Title</th>
<th>Phone/email</th>
</tr>
</thead>
<tbody>
<tr>
<td>HEDC/Planning</td>
<td>Annasia Cialone, AICP, PP/HEDC Director</td>
<td><a href="mailto:acialone@jcnj.org">acialone@jcnj.org</a></td>
</tr>
<tr>
<td></td>
<td>Tanya Marione, AICP, PP/Planning Director</td>
<td>201-547-5010/tanyam@jcnj.org</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 Resolution will authorize the use of competitive contracting pursuant to N.J.S.A. 40A: 11-4.1(m) procurement of a consultant to lead the update of the Master Plan of the City of Jersey City. This consultant will: (a) streamline recommendations and Master Plan goals and objectives in serving as the project manager of other consultants across multiple Master Plan Elements; (b) establish a graphic identity for the Master Plan update while also creating and maintaining an online website related to all Master Plan activity, and; (c) organize and facilitate community engagement across all Elements of the Master Plan, including but not limited to large community presentations, small, localized community charrettes, and key stakeholder engagement.

I certify that all the facts presented herein are accurate.

Signature of Division Director

Date

Signature of Department Director

Date
RESOLUTION AUTHORIZING THE USE OF COMPETITIVE CONTRACTING TO PROCURE A CONSULTANT TO LEAD THE UPDATE TO THE MASTER PLAN OF THE CITY OF JERSEY CITY

The resolution will authorize the use of competitive contracting pursuant to N.J.S.A. 40A: 11-4.1(m) procurement of a consultant to lead the update of the Master Plan of the City of Jersey City. This consultant will; (a) serve as the project manager of other consultants across multiple Master Plan Elements; (b) establish a graphic identity for the Master Plan update, and; (c) organize and facilitate community engagement across all Elements of the Master Plan.
RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY DESIGNATING THE BLOCK 11401 STUDY AREA AS AN AREA IN NEED OF REHABILITATION

WHEREAS, the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-14.a., provides that the governing body of a municipality may, by resolution, determine that a delineated area is an "area in need of rehabilitation" if certain conditions are found to exist within the delineated area; and

WHEREAS, among the conditions precedent to making such a determination is a finding that "more than half of the housing stock in the delineated area is at least 50 years old, or a majority of the water and sewer infrastructure in the delineated area is more than 50 years old and in need of repair and substantial maintenance;" and

WHEREAS, the Municipal Council sought a review by, and recommendation of, the Jersey City Planning Board, with regard to a determination that the delineated area, known as "The Block 11401 Study Area" is an area in need of rehabilitation; and

WHEREAS, the Jersey City Planning Board, at its meeting of April 9, 2019, the Planning Board heard sworn testimony from Lindsey Sigmund, Assistant Planner, to the effect that the Senior Engineer to the Municipal Utilities Authority had submitted a written report confirming that the majority of the water and sewer infrastructure in the Study Area is more than 50 years old and would benefit from a program of repair and substantial maintenance; and

WHEREAS, the Jersey City Planning Board, at its meeting of April 9, 2019, approved a motion to recommend to the Municipal Council that the referenced area be declared to be "an area in need of rehabilitation"; and

NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of the City of Jersey City that the "Block 11401 Study Area" be, and hereby is, determined to meet the criteria to be declared "an Area in Need of Rehabilitation."

Tanya Marrone, PP, AICP
Director, Division of City Planning

APPROVED: 8-0

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

Rafael R. Lavarrro, Jr., President of Council
Robert Byrne, City Clerk
RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY DESIGNATING THE BLOCK 11401 STUDY AREA AS AN AREA IN NEED OF REHABILITATION

Initiator

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<tr>
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<th>Name/Title</th>
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<tbody>
<tr>
<td>HEDC</td>
<td>Tanya Marione, PP, AICP</td>
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<tr>
<td>City Planning</td>
<td>Lindsey Sigmund</td>
<td><a href="mailto:tanyam@jcuj.org">tanyam@jcuj.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.)

Purpose

The Municipal Council directed the Planning Board by resolution to examine whether the Block 11401 Study Area, identified as Block 11401, Lots 13 and 14 and referred to as the “Study Area”, should be designated an area in need of rehabilitation pursuant to the Local Redevelopment and Housing Law.

This resolution is a result of the Report Concerning the Determination of Block 11401 Study Area as an “Area in Need of Rehabilitation”. On April 9, 2019, the Planning Board accepted and adopted the contents of the Study and hereby recommends to the Jersey City Municipal council that Block 11401 Study Area, be declared an area in need of rehabilitation for the reasons set forth therein.

I certify that all the facts presented herein are accurate.

Signature of Division Director

Signature of Department Director

Date
Summary Sheet:

RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY DESIGNATING THE BLOCK 11401 STUDY AREA AS AN AREA IN NEED OF REHABILITATION

The Municipal Council directed the Planning Board by resolution to examine whether the Block 11401 Study Area, identified as Block 11401, Lots 13 and 14 and referred to as the “Study Area,” should be designated an area in need of rehabilitation pursuant to the Local Redevelopment and Housing Law.

This resolution is a result of the Report Concerning the Determination of Block 11401 Study Area as an “Area in Need of Rehabilitation”. On April 9, 2019, the Planning Board accepted and adopted the contents of the Study and hereby recommends to the Jersey City Municipal council that Block 11401 Study Area, be declared an area in need of rehabilitation for the reasons set forth therein.
DATE: 4/15/19

TO: COUNCIL PRESIDENT LAVARRO, MUNICIPAL COUNCIL

FROM: LINDSEY SIGMUND, ASSISTANT PLANNER

SUBJECT: RESOLUTION TO DESIGNATE THE BLOCK 11401 STUDY AREA AS AN AREA IN NEED OF REHABILITATION

This resolution declares the Block 11401 Study Area to be an area in need of rehabilitation.

The Block 11401 Study Area contains two parcels known as Block 11401, Lots 13 and 14 according to the Jersey City Tax Map and is bounded by Newark Avenue and First Street in Downtown Jersey City.

The Planning Board, at its meeting of April 9, 2019 did conduct an investigation into the conditions affecting the property in question and did approve a motion to recommend to the Municipal Council that the referenced area be declared to be "an area in need of rehabilitation."

The JCMUA confirmed a majority of the water and sewer infrastructure in the delineated area is at least 50 years old and is need of repair or substantial maintenance.

The JCMUA confirmation satisfies a condition for designating "an area in need of rehabilitation" pursuant to NISA 40A:12-14.a(6).
Report Concerning the Determination of the Block 11401 Study Area as an "Area in Need Rehabilitation"

Prepared by the City of Jersey City
Division of City Planning

The original of this report was signed and sealed in accordance with N.J.S.A. 40:14A-12

March 25, 2019
TABLE OF CONTENTS

I. Survey of Conditions in the Study Area
   A. Introduction
   B. Boundary Description
   C. Local Setting and Background
   D. Transportation Access
   E. Physical Survey and Analysis
      E.1 Physical Survey Methods
      E.2 Study Area Characteristics

II. Criteria for Determination of Need for Rehabilitation

III. Conclusion

Appendix

   Map   Study Area Boundary
   Exhibit A Letter from JCMUA
   Exhibit B Block 11401 Study Area Photographs
I. SURVEY OF CONDITIONS OF THE STUDY AREA

A. Introduction

The Municipal Council of the City of Jersey City, on September 14, 2016, adopted resolution number 16-589, authorizing the Jersey City Planning Board to:

1. Undertake a preliminary investigation to determine whether an area is, or is not, an “area in need of redevelopment”, as defined by NJSA 40A:12A-3, or “an area in need of rehabilitation”, as defined by NJSA 40A:12A-14.
2. Propose a Redevelopment Plan for this Study Area if it is found to be in Need of Redevelopment and/or Rehabilitation.

B. Boundary Description

The Block 11401 Study Area contains two parcels known as Block 11401, Lots 13 and 14 according to the Jersey City Tax Map. The Study Area is bounded by Newark Avenue to the south and First Street to the north. The address for the study area is 174 Newark Avenue.

The boundary of the Study Area is also depicted on the “Block 11401 Study Area Boundary Map”.

C. Local Setting and Background

The Study Area is located in Downtown Jersey City, in the Neighborhood Commercial (NC) Zone across from the Downtown Newark Redevelopment Area. The Study Area includes two (2) parcels on the Jersey City Tax Map equaling approximately .29 Acres (12,632.4 SF) of City-owned land.

The Study Area is a parking lot owned by the Jersey City Parking Authority and contains 27 paid public parking spaces. Historically, the lot was accessible through Newark Avenue and First Street, but after the expansion of the Newark Avenue Pedestrian Plaza, the lot is only accessible on First Street. The narrow entrance on Newark Avenue has since been repurposed as a public space.

D. Transportation Access

The Study Area has good vehicular access. The site is positioned near Newark Avenue and Christopher Columbus Drive, providing connections to Interstate 78 / Turnpike Extension.

The Area also has mass transit options. It is serviced by several bus lines, including: NJT 80 Bus, NJT 82 Bus, NJT 86 Bus, and the Bergenline Avenue Jitney Bus route. The site is also 0.2 miles from the Grove Street PATH station providing access to the PATH line and the bus terminal at the Journal Square Transportation Center, Exchange Place, and additional local and regional stations. In addition, the Harborside Light Rail Station is 0.7 miles from the Study
This Light Rail Line provides access to local stops within Jersey City, as well as connections with the PATH line, the Hoboken NJT Train Station and numerous bus lines.

E. **Physical Survey and Analysis**

E.1. **Physical Survey Methodology** – The following methods were used in gathering information and preparing a physical condition survey of the Study Area.

A. The area was visually inspected and photographed on March 20, 2019 at 12:00 PM as shown in Exhibit B of this document.

B. A certification of the state of the water and sewer infrastructure for the Study Area was requested from the Jersey City Municipal Utilities Authority to determine the state of repair of utilities in the area, as confirmed in Exhibit A of this document.

E.2. **Study Area Characteristics**

The Block 11401 Study Area contains two (2) parcels known as Block 11401, Lots 13 and 14 according to the Jersey City Tax Map and bounded by Newark Avenue and First Street. The area is irregularly shaped and is developed as a surface parking lot for public use. The Study Area contains 27 parking spaces and landscaped areas with trees and other vegetation throughout the site. The area also lacks proper grading and there are areas of uneven and deteriorating asphalt.

In terms of infrastructure and services, more than 50% of the water and sewage infrastructure of the Study Area is at least 50 years old, and the water and sewage utilities in the area are in need of repair or substantial maintenance, as certified in a March 1, 2019 letter from the Jersey City Municipal Utilities Authority (Exhibit A of this document).

II. **CRITERIA FOR DETERMINATION OF NEED FOR REHABILITATION**

The Study Area may be determined to be in an area need of rehabilitation if, after investigation, notice and hearing, as provided within NJSA 40A:12A-14, the governing body concludes by resolution that within the study area, any of the following conditions are found:

a. A delineated area may be determined to be in need of rehabilitation if the governing body of the municipality determines by resolution that a program of rehabilitation, as defined in section 3 of P.L.1992, c.79 (C.40A:12A-3), may be expected to prevent further deterioration and promote the overall development of the community; and that there exist in that area any of the following conditions such that (1) a significant portion of structures therein are in a deteriorated or substandard condition; (2) more than half of the housing stock in the delineated area is at least 50 years old; (3) there is a pattern of vacancy, abandonment or underutilization of properties in the area; (4) there is a persistent arrearage of property tax payments on properties in the area; (5) environmental contamination is discouraging improvements and investment in
properties in the area; or (6) a majority of the water and sewer infrastructure in the
delineated area is at least 50 years old and is in need of repair or substantial
maintenance.

b. A delineated area shall be deemed to have been determined to be an area in need of
rehabilitation in accordance with the provisions of this act if it has heretofore been
determined to be an area in need of rehabilitation pursuant to P.L.1975, c.104 (C.54:4-
3.72 et seq.), P.L.1977, c.12 (C.54:4-3.95 et seq.) or P.L.1979, c.233 (C.54:4-3.121 et
al.).

c. (1) A municipality may adopt an ordinance declaring a renovation housing project to
be an area in need of rehabilitation for the purposes of Article VIII, Section I, paragraph
6 of the New Jersey Constitution if the need for renovation resulted from conflagration.
(2) For the purposes of this subsection, "renovation housing project" means any work
or undertaking to provide a decent, safe, and sanitary dwelling, to exclusively benefit
a specific household, by the renovation, reconstruction, or replacement of the
household's home on the same lot by either a charitable entity organized to perform
home renovations or by a for-profit builder using 75% or more volunteer labor-hours
to accomplish the construction for the project. The undertaking may include any
buildings; demolition, clearance, or removal of buildings from land; equipment;
facilities; or other personal properties or interests therein which are necessary,
convenient, or desirable appurtenances of the undertaking.

d. (1) A municipality may adopt an ordinance declaring a renovation housing project to
be an area in need of rehabilitation for the purposes of Article VIII, Section I, paragraph
6 of the New Jersey Constitution if at least half of the number of people occupying the
dwelling as their primary residence qualify for a federal income tax credit pursuant to
26 U.S.C. s.22 as a result of being permanently and totally disabled and the
improvements to be made to the dwelling are made substantially to accommodate those
disabilities.

(2) For the purposes of this subsection, "renovation housing project" means any work
or undertaking to provide a decent, safe, and sanitary single-family dwelling, to
exclusively benefit at least half of the number of people occupying a dwelling as their
primary residence, by the renovation, reconstruction, or replacement of that dwelling
on the same lot by either a charitable entity organized to perform home renovations or
by a for-profit builder using 75% or more volunteer labor-hours to accomplish the
construction for the project. The undertaking may include any buildings; demolition,
clearance, or removal of buildings from land; equipment; facilities; or other personal
properties or interests therein which are necessary, convenient, or desirable
appurtenances of the undertaking.
A review of the unique characteristics of the Study Area indicates that it qualifies as an “Area in Need of Rehabilitation” as defined in NJSA 40A:12A-14; meeting the criteria of subsection a(6).

Subsection “a(6)” speaks to the state of the water and sanitation infrastructure of the area, both in terms of age and state of repair. Under a(6), an area is classified as in need of rehabilitation when “a majority of the water and sewer infrastructure in the delineated area is at least 50 years old and is in need of repair or substantial maintenance.” In exhibit A, the Jersey City Municipal Utilities Authority has determined that the Study Area falls under this condition, and that a program of rehabilitation would rejuvenate water and sanitation assets and prevent further deterioration of these systems.

We conclude that the conditions of Criterion “a(6)” are met.

It is the recommendation of City Planning staff that the aforementioned Study Area be determined as an “area in need of rehabilitation” without the authorization to use eminent domain, as it qualifies for such a determination under subsection a(6) of NJSA 40A:12A-14.

Prepared by:

Tanya Marione, PP, AICP
Director, City Planning Division

Lindsey Sigmund
Assistant Planner
Exhibit "A"
Letter from JCMUA
(following page)
March 1, 2019

Jersey City Planning
30 Montgomery Street
Jersey City, NJ 07302

Attn: Ms. Tanya Marione

RE: 174 NEWARK AVENUE

Dear Ms. Marione:

This letter is to certify that the majority of water and sewer infrastructure serving the above referenced area is 50 years old. As is typical for infrastructure of this age, the JCMUA performs ongoing maintenance and repairs to keep the infrastructure assets from failing. Replacement or rehabilitation of these assets would prevent their future deterioration and promote the overall development of this community.

If you should have any questions regarding this matter, please contact me.

Very truly yours,

Richard Haytas
Senior Engineer

RH/gb

cc: Joseph Coviello, Executive Director
    Edward Conti, Director of Compliance
Exhibit "B"
Photos of the Study Area
(photographed on 3/20/2019 at 12:00PM)

WHEREAS, the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1, et seq., as amended (the "Act"), authorizes municipalities to determine whether certain parcels of land in the municipality constitute areas in need of redevelopment; and

WHEREAS, to determine whether certain parcels of land constitute an area in need of redevelopment, under the Act the City Council must authorize the Planning Board to conduct a preliminary investigation of the area and make recommendations pursuant to N.J.S.A. 40A:12A-6; and

WHEREAS, the City Council hereby requests that the Planning Board conduct an investigation with respect to the property known as Block 11501, Lots 1 through 39 on the tax map of the City of Jersey City, State of New Jersey, located along Laurel Court and Saddlewood Court, wrapped by Marin Boulevard to the east, Grove Street to the west, Second Street to the north, and First Street to the south (the "Study Area"), to determine whether the Study Area meets the criteria set forth in the Act, specifically N.J.S.A. 40A:12A-5, and should be designated as an area in need of redevelopment with the power of condemnation.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF JERSEY CITY AS FOLLOWS:

Section 1. The foregoing recitals are incorporated herein as if set forth in full.

Section 2. The Planning Board is hereby authorized and directed to conduct an investigation pursuant to N.J.S.A. 40A:12A-6 to determine whether the Study Area satisfies the criteria set forth in N.J.S.A. 40A:12A-5 to be designated as an area in need of redevelopment, which designation would permit the City to utilize all of the redevelopment powers, including eminent domain.

Section 3. As part of its investigation, the Planning Board shall prepare maps showing the boundaries of the Study Area and the location of the parcels contained therein and appended thereto shall be a statement setting forth the basis of the investigation.

Section 4. The Planning Board shall conduct a public hearing in accordance with the Act, specifically N.J.S.A. 40A:12A-6, after giving due notice of the proposed boundary of the Study Area, the date of the hearing and the municipal option to exercise the power of eminent domain to any persons who are interested in or would be affected by a determination that the Study Area is an area in need of redevelopment. The notice of the hearing shall specifically state that the redevelopment area determination would authorize the City to exercise the power of eminent domain to acquire any property in the delineated area, for the Study Area is being investigated as a possible Condemnation Redevelopment Area.
RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JERSEY CITY
AUTHORIZING THE PLANNING BOARD TO INVESTIGATE WHETHER
THE PROPERTY KNOWN AS BLOCK 11501, LOTS 1 THROUGH 39 ON THE
TAX MAP OF THE CITY OF JERSEY CITY, STATE OF NEW JERSEY,
(FRONTING ON LAUREL COURT AND SADDLEWOOD COURT) SHOULD
BE DESIGNATED AS AN AREA IN NEED OF REDEVELOPMENT WITH THE
POWER OF CONDEMNATION, PURSUANT TO THE LOCAL

Section 5. At the public hearing, the Planning Board shall hear from all persons who
are interested in or would be affected by a determination that the Study Area is a redevelopment
area with the power of eminent domain. All objections to a determination that the Study Area is
an area in need of redevelopment with the power of eminent domain and evidence in support of
those objections shall be received and considered by the Planning Board and made part of the
public record.

Section 6. After conducting its investigation, preparing a map of the Study Area, and
conducting a public hearing at which all objections to the designations are received and considered,
the Planning Board shall make recommendations to the City as to whether the City should
designate all or some of the Study Area as an area in need of redevelopment with the power of
eminent domain pursuant to the Act.

Section 7. This Resolution shall take effect immediately.

Tanya Marone, AICP, PP
Director, Division of City Planning

APPROVED:ansen M. Lavarro, Jr., President of Council
APPROVED: Corporation Counsel
APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 4.24.19

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

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

Full Title of Ordinance/Resolution

Initiator
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<tr>
<th>Department/Division</th>
<th>City Planning</th>
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<tbody>
<tr>
<td>Name/Title</td>
<td>Matt Ward, AICP, PP</td>
</tr>
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<td>201-547-5010</td>
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Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Purpose
This Resolution will authorize the Planning board to conduct an investigation with respect to the property known as Block 11501, Lots 1 through 39 on the tax map of the City of Jersey City, State of New Jersey, located along Laurel Court and Saddlewood Court, bounded by Marin Boulevard, Grove Street, First Street, and Second Street (the "Study Area"), to determine whether the Study Area meets the criteria set forth in the Act, specifically N.J.S.A. 40A:12A-5, and should be designated as an area in need of redevelopment with the power of condemnation.

I certify that all the facts presented herein are accurate.

Division Director

Date: 4/15/19

Department Director

Date: 4/15/19

This Resolution will authorize the Planning board to conduct an investigation with respect to the property known as Block 11501, Lots 1 through 39 on the tax map of the City of Jersey City, State of New Jersey, located along Laurel Court and Saddlewood Court, bounded by Marin Boulevard, Grove Street, First Street, and Second Street (the “Study Area”), to determine whether the Study Area meets the criteria set forth in the Act, specifically N.J.S.A. 40A:12A-5, and should be designated as an area in need of redevelopment with the power of condemnation.
Res. 19-376

Title: RESOLUTION AUTHORIZING THE AWARD OF A COMPETATIVELY BID CONTRACT TO ARUP USA, INC. TO PROVIDE PROFESSIONAL PLANNING SERVICES FOR THE DEVELOPMENT OF A PARKING MANAGEMENT PLAN ADMINISTERED BY THE DIVISION OF CITY PLANNING

WHEREAS, the City of Jersey City ("City") requires the services of a consultant to provide professional planning services for a City-wide Parking Management Plan; and

WHEREAS, the City may acquire these services pursuant to the competitive contracting provisions of N.J.S.A. 40A:11-4.1 et seq.; and

WHEREAS, the Municipal Council approved Resolution 18-1099 on December 19, 2018, authorizing the use of competitive contracting for this purpose; and

WHEREAS, a Request for Proposals (RFP) was issued by the City on January 8, 2019; and

WHEREAS, on February 21, 2019 the City received six proposals in response to the RFP; and

WHEREAS, a committee appointed by the City’s Business Administrator pursuant to N.J.A.C. 5:34-4.3 reviewed the proposals and prepared a report attached hereto recommending that the contract be awarded to Arup USA, Inc.; and

WHEREAS, the contract term is fifteen months and Arup USA, Inc. agrees to provide professional planning services for a total contract amount of $299,696; and

WHEREAS, funds in the amount of $299,696 are available in account no. 02-213-40-898;

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

1. Pursuant to N.J.S.A. 40A:11-4.1 et seq., a contract is awarded to Arup USA, Inc. to provide consulting services to develop a Parking Management Plan;

2. The term of the contract is fifteen months commencing on the execution date of the contract by City Officials and the total cost of the contract is $299,696;

3. Subject to such modifications as deemed necessary or appropriate by Corporation Counsel, the Mayor or Business Administrator is authorized to execute a contract in substantially the form of the attached;

4. Notice of this action shall be published in a newspaper of general circulation within the municipality within 10 days of this award;

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

6. The award of this contract shall be subject to the condition that Arup USA, Inc. provides satisfactory evidence of compliance with the Affirmative Action Amendments to Law against Discrimination, N.J.S.A. 10:5-31 et seq.
RESOLUTION AUTHORIZING THE AWARD OF A COMPETITIVELY BID CONTRACT TO ARUP TO PROVIDE PROFESSIONAL PLANNING SERVICES FOR THE DEVELOPMENT OF A PARKING MANAGEMENT PLAN ADMINISTERED BY THE DIVISION OF CITY PLANNING

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

I, [Signature], Acting Chief Financial Officer, certify that funds in the amount of $299,696 are available in Account No. 02-213-40-898. The Requisition number is 0188273. The Purchase Order number is 133335.

Tanya Marione, Director
Division of City Planning

APPROVED AS TO LEGAL FORM

CORPORATION COUNSEL
Certification Required □ Not Required □

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 4.24.19

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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.

Rafael R. Lavarro, Jr., President of Council
Rohan 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 AWARD OF A COMPETATIVELY BID CONTRACT TO ARUP TO PROVIDE PROFESSIONAL PLANNING SERVICES FOR THE DEVELOPMENT OF A PARKING MANAGEMENT PLAN ADMINISTERED BY THE DIVISION OF CITY PLANNING

Initiator

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<tbody>
<tr>
<td>Name/Title</td>
<td>Barkha R Patel</td>
<td>Senior Transportation Planner</td>
</tr>
<tr>
<td>Phone/email</td>
<td>201-547-5021</td>
<td><a href="mailto:bpatel@jcnj.org">bpatel@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 award a competitively bid contract to the firm Arup to provide consulting services for the development of a Parking Management Plan for the City of Jersey City for a total contract amount of $299,696. The goal of the plan is to optimize the use of current parking supply and identify parking management strategies to inform zoning and policy regulations for future development.

This study will be funded by a grant received by the City in the amount of $300,000 from the North Jersey Transportation Planning Authority (NJTPA) through its FY 2019-2020 Subregional Studies Program (SSP) in order to develop a citywide Parking Management Plan.

I certify that all the facts presented herein are accurate.

Signature of Division Director  Date

Signature of Department Director  Date
DATE: April 15, 2019
TO: Hon. Rolando Lavarro, Council President and Municipal Council
FROM: Tanya Marione, Director, Division of City Planning
SUBJECT: Recommendation to Award Contract
Parking Management Plan

Attached for your consideration is a resolution authorizing the award of a contract between the City of Jersey City and Arup USA, Inc. for the development of a Parking Management Plan. A Request for Proposals for issued on January 8, 2019 using Competitive Contracting. Six (6) proposals were received by the City on February 21, 2019. A consultant selection committee appointed by the City's Business Administrator reviewed the proposals and recommends that the contract be awarded to:

Arup USA, Inc.
77 Water Street
New York, NY 10005

The total contract amount is $299,696. Funds for this study are available in Account No. 02-213-40-898.

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Attachments

CC: Brian Platt, Business Administrator
    Peter Folgado, Purchasing Agent
    Barkha R Patel, Senior Transportation Planner
DATE: April 15, 2019
TO: Peter Folgado, Purchasing Agent
FROM: Tanya Marione, Director, Division of City Planning
SUBJECT: Recommendation to Award Contract
Parking Management Plan

Please be advised, after a careful and thorough review of six (6) proposals received by the City of Jersey City for the above-mentioned project, a committee appointed by the City's Business Administrator recommends that the contract be awarded to:

Arup USA, Inc.
77 Water Street
New York, NY 10005

The total contract amount is $299,696. Funds for this study are available in Account No. 02-213-40-898. The Requisition No. is 0188273.

Attached are the Evaluation Report, Resolution, Fact Sheet and EEO forms for your reference. Please issue a Purchase Order number for the award of this contract. Should you have any questions or need any additional justifications regarding this contract award, please do not hesitate to call Barkha Patel, Senior Transportation Planner at ext. 5021 or 201-577-4423

CC: Barkha R Patel, Senior Transportation Planner
Raquel Tosado, Contract Manager
Jeannine Zampella, Administrative Assistant

Attachments
City of Jersey City
Parking Management Plan

RFP #1901-002 | Technical Proposal | February 21, 2019

Primary Contact:
Margaret Newman, Principal
Arup USA, Inc
77 Water Street, New York, NY 10005
t: +1 212 897 1618
c: margaret.newman@arup.com

ARUP
February 21, 2019

Dear Mr. Folgado,

City of Jersey City Parking Management Plan

Arup USA, Inc. (Arup) is pleased to submit its response to the City of Jersey City Department of Housing, Economic Development and Commerce for a Parking Management Plan. We see this project as a pivotal opportunity to pave the way toward a right-sized parking supply that aligns with City and community goals around sustainable transportation, land use, clean air, and economic development.

As Jersey City continues its rapid pace of development, now is the time to make sure that growth does not come at the expense of quality of life for Jersey City residents and businesses. The City recognizes this opportunity by addressing the issue of parking, whose implications extend far beyond merely the storage of vehicles. A comprehensive, community-driven parking management strategy— informs a precise and user-friendly model of the City’s public and private parking supply—can mitigate the demand for driving, improve mobility on local streets, reduce harmful emissions, promote a vibrant mix of land uses, future-proof parking facilities, and promote economic growth.

To achieve this vision, we have assembled a team that brings together world-class parking management and policy, urban planning, community engagement, and analytics leaders with a wealth of experience delivering transformative transportation projects in New Jersey, New York, and beyond. We look forward to the opportunity to supporting you on this important and transformative project for the City of Jersey City.

Yours Sincerely,

Margaret Newman, FAIA
Principal
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1 Summary statement

Arup has assembled a creative, multidisciplinary team of nationally-recognized experts who can deliver an innovative, ambitious, yet achievable parking management strategy that will be inclusive of community ideas. With a diverse set of skills and experiences, Arup team members complement and enhance each other’s capabilities. Joined by Fitzgerald & Halliday, Inc (FHI), a leading community and stakeholder engagement firm, and Rachel Weinberger, among the foremost parking policy experts in the nation, the Arup team will bring a package of unique qualities to bear on this project.

Our team brings an unparalleled depth of experience in developing parking policies, management plans, and facilities. Together, we have developed community-driven parking masterplans for the cities of Hoboken, Norwalk, New York, and Seattle, as well as analyzed and designed parking facilities in New York, Denver, and California. Further, we are on the cutting edge of the changes that are transforming parking industry. With the revolution that is underway with digital and CAV technology, a forward-looking approach to parking management is more critical than ever. Our team members include knowledge leaders in the field—Eric Swenson recently developed a webinar for AIA on the future of parking and Rachel Weinberger authored a chapter in Donald Shoup’s new book. This expertise complements our broad bench of related expertise. For five decades, Arup’s transportation planners have been drivers of change in urban mobility, and we remain at the global forefront of planning, design, and engineering of smart mobility systems.

The Arup team also brings an expertise in curbside management. Not only do we know how to plan for parking at the curb, but we also have a comprehensive understanding of how to manage competing demands for curbside space, from freight deliveries and bus operations to parklets and taxi/TNC pickup and drop-off. We have consistently demonstrated our versatility in curbside management through a diversity of projects and initiatives including our Lower Manhattan Curb Management study, Electric Vehicle Charging Infrastructure Strategy, various curbside studies for airports, and green infrastructure siting guidelines, to name a few. We enjoy unrivaled access to rich data about the patterns of daily life, and, with these resources and expertise, we devise our own creative ways to adapt streets and neighborhoods for the needs of the 21st century. For example, our FlexKerbs concept, recognized by the UK National Infrastructure Commission, accommodates changing curbside demands over time through the predictive and adaptive allocation of curb space.

We understand this parking study will not be successful as a standalone plan but is really part of a larger transportation planning effort aimed at making the city more livable. It will build upon Jersey City’s recent success with other projects such as Vision Zero, Let’s Ride JC, and JC Walks to promote streets that accommodate bikes, pedestrians, transit and open space as well as cars. Our multidisciplinary team is the ideal team to develop a parking management plan which will assimilate well into Jersey City’s broader goals and deliver transformative change for Jersey City.

2 Statement of qualifications

2.1 The Arup team

We present a team that is unrivaled in its ability to deliver a comprehensive and practical parking management plan for the City of Jersey. Our team will be led by Arup, serving as Prime Consultant, and will be supported by WBE/DBE-certified firm, FHI, and Weinberger & Associates as subconsultants. A brief overview of the team is provided below.
ARUP
Arup | Prime Consultant | Tasks 1, 3, 4, 5, 6
For over three decades, Arup has helped shape cities across the US and globally by working with clients to realize their vision for creating more accessible, equitable, and livable cities. We have an intimate knowledge of the New York and New Jersey metropolitan area, the challenges it poses, and the issues that matter most to its citizens. We have worked with New Jersey Transit, Town of Morristown, and the City of Hoboken, where we developed a parking masterplan. We are experiencing an unprecedented change in the way we live — populations are growing, technology and expectations are changing. We need to make places of habitation that are efficient, culturally appropriate, and environmentally sensitive.

Fitzgerald & Halliday, Inc. | WBE/DBE-certified Subconsultant | Tasks 2, 4
Fitzgerald & Halliday, Inc. (FHI) is a multidisciplinary firm with a track record of improving the quality of life in communities across northern New Jersey. FHI has used their expertise in transportation, environmental, and community planning to implement successful public outreach that are inclusive, flexible, and multi-pronged. They have carried out public outreach efforts in coordination with the North Jersey Transportation Planning Authority (NJTPA), including several in Jersey City. Recently, FHI led two recent studies in Hudson County funded through NJTPA’s Subregional Studies Program: JC Walks Pedestrian Enhancements Plan and the John F. Kennedy Boulevard Safety Corridor Study.

Weinberger & Associates | Subconsultant | Tasks 4, 5, 6
Weinberger & Associates is a specialty transportation planning firm with expertise in urban transportation policy, travel behavior, transportation/land use interactions, sustainable transport, and transportation and environmental policy and planning. Recent projects include strategic planning for New York City Department of Transportation and New York State Metropolitan Transportation Authority, an analysis of GPS traces to understand cruising for parking for the United States Department of Transportation, a ferry feasibility study for the Borough of Carteret New Jersey, curb management for both the Seattle and NYC Departments of Transportation and environmental review for BRT and rail expansion projects locally and across the US.

2.1. Key Personnel

Margaret Newman, FAIA, LEED BD+C, Principal | Project Director
77 Water Street, New York, NY 10005
t: +1 212 897 1618 | e: margaret.newman@arup.com
www.arup.com
Margaret Newman is a Principal in Arup’s New York office. Margaret will serve as the Project Director and will ultimately be responsible for the project for Arup. She will work closely with the Project Manager, and together, they will be responsible for ensuring all issued documents, and all internal analyses, are checked thoroughly for quality. Margaret has coordinated and managed the needs of multiple stakeholders: city and state agencies, private sector and real estate industry clients, community and non-profit organizations. She has identified funding needs for complex projects as well as navigated the permit approval process for city agencies. Prior to joining Arup, Margaret served as Chief of Staff at NYC DOT where she directed major agency projects including the capital construction plan for Times Square.
Eric Swenson, PE, PTOE, PTP, Senior Engineer | Project Manager
77 Water Street, New York, NY 10005
t: +1 212 896 3294 | e: eric.swenson@arup.com
www.arup.com

Eric Swenson is a Senior Transportation Engineer and project manager in Arup’s New York office with extensive experience in transportation planning. Eric will serve as Project Manager and will be responsible for the day-to-day management of the project team. He will be the primary point of contact between the project team and the City of Jersey City. Eric will be responsible for the team’s adherence to the project budget and schedule. His project management experience has had an emphasis on complete streets and includes parking studies, transportation feasibility studies, traffic impact studies, master plans, and multimodal street design. Eric has spoken at several conferences and recently presented a nationally-broadcasted AIA webinar on the future of parking.

LJ Nassivera, AICP, Associate | Data Collection Lead
77 Water Street, New York, NY 10005
t: +1 212 897 1433 | e: lawrence.nassivera@arup.com
www.arup.com

Lawrence J. (LJ) Nassivera is a transportation planner and project manager in our New York office. He has detailed experience with curbside management, geographic information systems and pedestrian planning and simulation. LJ’s accomplishments include Arup’s Lower Manhattan Street Management and Engineering Services Agreement projects with NYCDOT. Other notable projects include station modeling for Second Avenue Subway in NYC and Union Station in Toronto, curbside parking studies in Hoboken, and post-Sandy outreach and mapping work for the New York City Housing Recovery and NY Rising Community Reconstruction programs.

Michael Ahillen, AICP, Planner (FHI) | Community Outreach Lead
11 Hanover Square, 3rd Floor, New York, NY 10005
t: +1 917 933 7444 | e: mahillen@fhiplan.com
www.fhiplan.com

FHI’s Michael Ahillen has used his expertise in transportation planning and public involvement to enhance the livability and economic vitality of urban areas across North America and Australia. His project experience includes transit studies, bike system design, bikeshare feasibility studies, pedestrian planning, and economic development plans. In addition to technical planning, he has extensive experience leading innovative and inclusive community engagement efforts. He is skilled at communicating complex technical analysis to a variety of stakeholders, including business groups, advisory committees, the press, elected officials, and members of the public. His Spanish language abilities help include non-English speaking community members in the public process.
Denis Mani, Senior Planner | Data Analytics & Modeling Lead  
77 Water Street, New York, NY 10005  
t: +1 212 896 3243 | e: denis.mani@arup.com  
www.arup.com  
Denis Mani is the New York lead for Transportation Data & Analytics. For more than ten years, he has set out data-driven strategies to address unique problems in the transportation landscape. Working on projects in the US and globally, he has studied the mechanisms driving travel behavior, and modeled their interplay with activity patterns. This experience led to the development of several bespoke models for transportation performance simulation.

Melissa Ruhl, Planner | New Mobility and CAVs Lead  
560 Mission Street, #700, San Francisco, CA 94105  
t: +1 415 946 0237 | e: melissa.ruhl@arup.com  
www.arup.com  
Melissa Ruhl is a Transportation Planner in Arup’s San Francisco office specializing in emerging mobility trends. Her focus is on understanding the potential design and policy implications of autonomous vehicles, innovations in transit operations and mobility as a service applications, and smart city trends and opportunities. Her experience includes new mobility research, transit planning, transportation demand management, and complete streets design.

Rachel Weinberger, PhD, Principal (Weinberger & Associates) |  
Parking Management & Pricing Lead  
7 Saint Marks Avenue, Brooklyn, NY 11217  
t: +1 718 629 8550 | e: rrw1234@gmail.com  
Weinberger & Associates’ Rachel Weinberger, PhD has over 30 years of transportation planning experience in the public and private sectors and in academia. An internationally recognized expert in sustainable transportation, she is trained in urban planning and civil engineering. Her specializations include travel behavior, land use transportation interactions, economic impacts of the transportation system, and parking policy. She is also known for her work in developing innovative and econometrically robust methods of studying transportation problems.
2.1.2 Staff Time Contribution to Overall Project

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<td>Margaret Newman, FAIA, LEED BD+C, Principal (Arup)</td>
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<td>Eric Swenson, PE, PTOE, PTP, Senior Engineer (Arup)</td>
<td>Project Manager</td>
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<td>LJ Nassivera, AICP, Associate</td>
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<td>Melissa Ruhl, Planner (Arup)</td>
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<td>Rachel Weinberger, PhD, Principal (Weinberger &amp; Associates)</td>
<td>Parking Management &amp; Pricing Lead</td>
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Please see Appendix C for Resumes of all lead staff.

2.1.3 Team Organization

Key
1 | Arup
2 | Fitzgerald & Halliday, Inc. (DBE)
3 | Weinberger & Associates, LLC

![Team Organization Diagram]
2.2 Team Experience

Arup

**Hoboken Parking Masterplan, Hoboken, NJ**

One of the most densely populated places in the US, Hoboken leads the nation in public transit usage for work journeys, but many residents' cars continuously occupy the city's scarce parking supply during daytime hours. Through observation, public meetings, and public outreach, Arup identified the major problems, needs, and opportunity areas and researched best practices from comparable cities. Working in close collaboration with local officials, Arup then developed and recommended a number of phased, innovative, and implementable solutions to Hoboken's parking issues to enhance quality of life for residents, visitors, and business owners. These recommendations included infrastructure-, pricing- and policy-based strategies to help the City manage demand, moderately expand supply, and more efficiently use existing resources.

**Lower Manhattan Street Management Curb Management Studies, New York, NY**

Arup was at the forefront of evaluating existing on-street parking and curb management conditions, as well as proposing responsible recommendations for the future. Over the course of the Lower Manhattan Street Management project, Arup assisted NYCDOT with numerous curbside management task orders. This work included building a parking regulation GIS database, surveys, placard parking studies, curbside management recommendations, delivery management techniques, bus parking surveys and recommendations and more. Two key studies included a Lower Manhattan-wide survey of all parked vehicles and the delivery of a comprehensive report detailing survey results with specific attention paid to placard vehicles. The success of the placard parking study led to Arup undertaking a detailed investigation into the on-street parking, street type and land use characteristics of the study area in order to develop a comprehensive curbside management framework for NYCDOT to use going forward.

**JFK Airport Terminal 4 Curbside Management, New York, NY**

At Delta's Terminal 4 at JFK Airport, inefficient use of curbside space and confusing regulations led to considerable vehicle backups, unruly motorist behaviors, and a generally unpleasant passenger experience. Delta contracted Arup to study curbside usage and propose strategies for improving the arrivals and departures experience at Terminal 4. Through studying curbside regulations and observing circulation patterns of taxis, black cars, private vehicles, and pedestrians, Arup found illogical vehicle movements and complicated signage. Arup's transport planners proposed a curb access operational plan that utilized a number of policy, operational and wayfinding solutions to optimize curb allocation, accommodate the rapid growth in TNCs, and improve the user experience through the creation of a more rational wayfinding system. The project led to a modification of the terminal's wayfinding system as recommended.
Savoy Park Masterplan and Parking, New York, NY

Arup examined parking conditions in the Savoy Park Apartments complex to develop a masterplan to improve site circulation and increase green space while consolidating on-site parking. We collaborated with Fairstead Capital, the owners of the complex, to define and visualize short- and medium-term strategies that relocate essential logistics within the site and free space for a variety of recreational features and site improvements. Our recommendations addressed wayfinding, landscaping, lighting, and circulation considerations and proposed a vision for engaging adjacent streets through a new entrance to the site at 140th Street and Lenox Avenue.

Republic Plaza Mobility Center, Denver, CO

Leveraging our expertise in transport policy and future-oriented mobility, Arup developed an innovative design concept for a new parking facility in downtown Denver. Brookfield’s Republic Plaza recently underwent a substantial modernization, and Brookfield looked to Arup for expertise in parking design and policy to accommodate its tenants’ evolving travel demands. Rather than a traditional parking structure, Arup developed a concept for a “mobility center of the future” driven by client transport goals. Catering to Denver’s growing “creative class” workforce, Arup sought to reduce parking demand through travel demand mitigations, such as bike share, car share, and transit connectivity. Incorporating cutting-edge facilities, such as car sharing and a bike café, the mobility center will project an image of modernity in Denver’s landscape. The facility also incorporates flexibility for repurposing parking spaces in anticipation of a future when autonomous vehicles and ride sharing reduce parking needs.

New York City Citywide Congestion Analysis, New York, NY

Arup is working with NYCDOT to identify key mobility metrics and develop a web-based platform for monitoring the state of the road network’s performance. Arup is leveraging New York City’s own transportation data libraries and recently acquired commercial products to design and develop a data-driven tool that will offer a holistic assessment of the mobility system and measure the outcomes of the city’s congestion reduction initiatives. With a more comprehensive definition of the travel experience in the City, Arup will formulate new metrics to be used to monitor the key indicators of health and performance of the transportation system. The system dashboard will include metrics on various aspects of the system, focusing on the user experience.

Electric Vehicle Charging Infrastructure Strategy, New York, NY

Arup is working with NYCDOT and the Mayor’s Office of Sustainability to develop a citywide strategy for the expansion of electric vehicle (EV) supply equipment. Arup conducted a market analysis of electric vehicles, including current and forecast ownership levels, opportunities and barriers in NYC, network demands, and energy consumption. Potential charging station locations are provided based on the analysis of high-utilization, high-equity, and high-visibility scenarios throughout the boroughs. We will explore the electrification of carshare fleets, truck and commercials fleets, and city-owned fleets, with a final report detailing an EV infrastructure plan. In addition, we
are providing ongoing support to help NYC plan, design, develop, and market their first five charging stations, which will be rolled out by the end of 2019.

**Ford Dearborn Campus Transformation, Detroit, MI**

The Ford Motor Company is transforming its Dearborn Research and Engineering facilities, which are over 60 years old, into a modern, green, high-tech campus. The project will locate approximately 30,000 employees from 70 buildings spread around the region into two primary locations over a 10- to 20-year period. Mobility is a major consideration and driver of the project, given the current prevalence of the private automobile in Michigan and lack of convenient public transit for staff and visitors to reach the campus. The master plan proposes a phased approach to integrating future mobility and shifts in transportation modes, with a strong focus on future proofing. This includes flexible and adaptable parking structures, as well as vehicular routes that are compatible with connected autonomous vehicles.

**Fitzgerald & Halliday (FHI)**

**Jersey City Pedestrian Enhancement Plan, Jersey City, NJ**

FHI partnered with the City of Jersey City to develop a Pedestrian Enhancement Plan for the City. The plan focused on six corridors located throughout the City and provided recommendations for both near-term quick-fixes as well as longer-term capital projects and policy changes aimed at improving the safety, comfort, and attractiveness of the walking environment. Key components of the planning process included developing a methodology for selecting the six priority corridors; selecting those corridors; holding community walkability workshops in each of those six corridors; and, developing recommendations reports for each corridor. The City has already moved forward with implementation of several of those tested early recommendations including curb extensions at key intersections.

**Norwalk Parking Masterplan, Norwalk, CT**

The Norwalk Connectivity Plan was prepared to complement the City’s Downtown land development planning process and ensure that the necessary multi-modal and visual linkages are created to unify separate developments into a successful urban fabric that not only accommodates all modes but enhances the efficiency of area traffic and circulation overall. The Parking Master Plan called for the study of parking relative to Norwalk’s Downtown. Advancing Norwalk’s economic development will require significant additional density, which will only be possible with higher transit utilization, improved conditions for bicyclists and pedestrians, and a policy that ‘right-sizes’ parking for the increasingly urban environment. Parking management focused shared parking strategies, pricing curbside spaces, demand management best practices, and protection of neighborhood on-street supply.
Weinberger & Associates

Seattle Department of Transportation Curb Management and Right-of-Way Allocation Study

While working at Nelson\Nygard, Weinberger & Associates Principal Rachel Weinberger was the project manager for the Seattle DOT (SDOT) Curb Management and Right-of-Way Allocation study. The study created an alternative framework for understanding the function of the curb lane. Once a baseline of curb functions had been compiled, Weinberger accompanied SDOT personnel on dozens of stakeholder meetings to learn the concerns and issues faced by residents, businesses, King County Metro, and other organizations throughout the study area. With community priorities in hand, principles for curb-management and ROW allocation were developed. A future analysis of programmed and planned projects from a multitude of adopted plans including the bicycle, pedestrian, and transit plans coupled with private development and streetscape improvements, was completed showing potential conflicts and locations where streets had been overprogrammed.

NYCDOT Parking Blueprint, New York, NY

The pace of change in New York City demands a systematic way to think about parking based on high-quality data, sound analysis, and a set of principles to guide policy decisions that will move the City toward its goals of safety, environmental sustainability, equity, and economic development. This on-going project aims at developing a transparent system, taking into account the disparate, and sometimes competing, parking and curb access needs in the city. Project components include a physical and regulatory inventory, a statement of goals and a series of gap analyses that highlight what is missing in moving the city from its current resources (physical inventory) and current governance structure (regulatory inventory) to a parking meter management strategy that meet the City’s goals for curb management.

2.3 Quality Assurance/Quality Control Procedures

Arup operates a company-wide “Arup Management System” (AMS), which combines quality, health and safety and environmental management into a single, integrated system. The AMS is routinely audited by independent auditors, and is certificated to ISO 9001:2008, OHSAS 18001:2007 and ISO 14001:2004 by Lloyds Register Quality Assurance (LRQA).

This Quality Management Program describes Arup’s proposed approach for quality management on the Parking Management Plan for Jersey City.

Key features of the Arup QMS include the following:

- Project Kickoff Review Meetings - The Kickoff Review concentrates on understanding and clarifying the client’s requirements.
- Project Planning - The Project Plan details the work to be undertaken, the people responsible, the project program etc. It forms the basis of our management system on a project.
- Project Input Requirements - These procedures ensure that all incoming information is registered, checked and reviewed, and communicated to the project team as appropriate.
Document Control - These instructions for standard project filing structure relate to electronic and hardcopy document control and registration.

Controlled References - These instructions define the responsibilities for ensuring that reference material is kept up-to-date throughout project.

Sub-consultants and Arup Global - These procedures are used to establish and define the formal allocation of tasks between Arup and any sub-consultants used.

Project Review and Checking - These procedures are used to ensure that our output meets the client's requirements. Reviews are undertaken at key stages of the project, both before the commencement of a major piece of work to ensure we approach it satisfactorily, and towards the end to ensure that we have met the requirements for each aspect.

Project Changes - Our project procedures incorporate Change Control. Where new information is found to have implications on timelines or budgets, a formal change procedure is initiated.

Arup's Quality policy is derived from our mission to shape a better world. To deliver this, the firm's policy is designed to:

- meet the needs of its clients by providing services of recognized value;
- seek continued enhancement of its performance through improved processes;
- create conditions where people of high ability are attracted to work in the firm;
- achieve local delivery of the firm's global knowledge and skills, through the provision of networks, supported by appropriate training and facilities;
- maintain honor and mutual respect in relationships with clients, members of the firm and collaborators; and
- operate within a management system which meets the requirements of ISO 9001.

The scope of the quality management system applies to all projects, including supporting processes. There are no exclusions claimed from the requirements of ISO 9001.

Arup pursues a process-based approach that is business-focused around our core process of "projects." The standard process model contained within ISO 9001 has been modified to simplify this approach by using the four pillars of Projects, People and Teams, Office and Other Resources, and System Management.

2.3.1 Staffing and Availability

The New York office continuously monitors its total workload to assure its ability to deliver timely service on all projects. Currently our staff projections anticipate that over the next year approximately 65% to 75% of our staff hours are committed to current projects. Arup uses its breadth of project experience, its understanding of the differing requirements of projects in multiple locations, and its network of global skills and offices to offer a consistent and aggregated service. If for some reason, scheduling or timing arrangement become an issue, we can allocate alternative and additional staff to complete the project with the same skill and excellence as the proposed team.

2.4 WBE/DBE/ESBE Certifications

Please see Appendix D for FHI's WBE/DBE certification.
3 Scope of work

3.1 Task 1: Project Management

Kickoff meeting

We will attend a kickoff meeting with the NJTPA, Jersey City staff, and other engaged subconsultants and stakeholders to develop the vision and goals for the project. Prior to the meeting, we will coordinate with NJTPA and the City’s transportation planners to develop an agenda. From our perspective, the meeting will address the following items:

- Clarify and set study goals and objectives
- Clarify priority locations, corridors and study area(s)
- Discuss intended level of public participation and roles for our team within the public engagement strategy
- Identify the relevant stakeholders
- Identify and share data sources and background documents

Ongoing project management

Throughout the project it will be critical to continuously collaborate with City staff, allowing the project team to develop a deep understanding of the needs of the traveling public, shape parking solutions that are specifically tailored for the City, and respond to information requests that may come up.

As the consultant team’s project manager, Eric Swenson will serve as the main point of contact with NJTPA and the City and will maintain regular communications with both. Eric will also be responsible for supervising all task work and ensuring that all deliverables are developed to a high quality. To manage this, Eric will develop a project management plan that will define internal roles, the processes that will be put in place throughout the project lifecycle to provide the successful delivery of the project, and to provide assurance to NJTPA and the City that the deliverables will comply with their specified requirements.

As detailed in the RFP, a progress report and invoice will be submitted monthly to provide an official record of work completed on tasks and deliverables. A detailed schedule will be prepared for the kick-off meeting and then updated every two months, keeping the City and NJTPA informed of any changes, their impacts, and how this will be mitigated. We take pride in our project controls system, our ISO-certified project management approach, and the dedication of our project managers. We will utilize all these methods to deliver best practices, data validation, completeness, and accuracy in this parking study.

Management meeting attendance

As project manager, Eric will participate in the biweekly project progress calls, accompanied by the relevant task leads throughout the different stages of the project. The project team also commits to sending Eric and up to three (3) team members to attend in-person a total of five (5) interagency meetings over the course of the project, as directed by NJTPA and the City.
3.2 Task 2: Outreach & Partnerships

The public outreach approach below is customized to receive input from individuals who live, work, and do business in Jersey City. Considering Jersey City is one of the nation's most diverse cities, outreach materials will be made available in English and Spanish, with other languages provided as needed. A Spanish speaking member of the project team will be provided at all public meetings.

Public Outreach Strategy & Contact Lists

We will collaborate with Jersey City to formulate a logistics plan for public engagement. The Public Outreach Strategy will reach and attract community members with a clear message and will respond to changing conditions as they arise. Keeping in mind the schedule and the review timelines of both Jersey City and the NJTPA, we will develop a draft outreach strategy immediately following the initial kick-off meeting. The draft outreach strategy will include:

- a draft schedule of the major public involvement milestones - tied directly to technical milestones to receive the most relevant input - with consideration for comment and review periods,
- recommendations for flyer distribution and documenting input,
- social media and online engagement strategies,
- a description of procedures for integrating the public in the decision-making process, and
- an evaluation procedure for measuring the effectiveness of outreach techniques, with the potential for making mid-course changes on approaches.

We will incorporate input from Jersey City and the NJTPA to revise the strategy and finalize.

A contact list will be developed for publicizing public meetings and for keeping interested parties informed about study developments. The list will be comprised of relevant elected officials, neighborhood groups, area residents, businesses, civic associations, and meeting attendees. The Arup team will update the contact list after each public meeting with attendees.

Deliverables:
- Draft and final Public Outreach Strategy
- Contact list

Assumptions: Jersey City will receive and respond to emails from the general public, elected officials, and stakeholder groups.

Technical Advisory Committee (TAC)

The Technical Advisory Committee (TAC) will play an integral role providing input on the planning process, recommendations, and interim deliverables. The Technical Advisory Committee will meet up to five (5) times at key milestones throughout the project.

Deliverables:
- Up to five (5) TAC presentations
- Up to five (5) TAC meeting summaries
Assumptions: Jersey City will schedule the meetings, arrange the venue, and be the primary contact person; the Arup team will provide a presentation with project updates; no meeting minutes will be provided, but the Arup team will produce a meeting summary of up to two (2) pages.

Stakeholder Meetings

Stakeholder meetings are one of the ways the Arup team will gain input from targeted members of the Jersey City community. Stakeholders at these meetings may include elected officials, business or civic groups, neighborhood associations, or advocacy groups (e.g., Jersey City Heights Parking Committee, Safe Streets Jersey City, Sustainable Jersey City). The Arup team will be available to attend up to three (3) stakeholder meetings and provide supporting materials for these meetings.

Deliverables:
- Materials for up to three (3) stakeholder meetings

Public Meetings

Public meetings play an important role in gaining meaningful and often detailed feedback from the public. The Arup team will attend and present at three phases of public meeting:

- **Ward-based meetings.** As a part of the Arup team’s goal to meet the public where they already are, the Arup team will attend one (1) meeting in each of Jersey City’s six wards. These meetings may include a brief presentation and supporting materials, which may include up to six (6) boards or a project factsheet. The purpose of these meetings will be to help define the problem, vision, and goals of the study while educating the public about how parking relates to the built environment and broader city goals for sustainability, mobility, and equity. Although it is assumed these meetings will each be stand-alone meeting for the project, these meetings may instead be a component of previously scheduled meetings (e.g., community board meetings) or they may be more a “pop-up” event at existing community events held in Spring/Summer 2019.

- **Public workshop.** A public workshop will be held in October 2019 to involve the community in drafting recommendations and updates to citywide parking policies. The meeting will involve a presentation followed by an engagement activity where participants will be able to interact with different parking scenarios and note their preferences. The outcome of the activity will inform the Arup team as it develops the parking management strategy.

- **Final public meeting.** The final public meeting will be held in February 2020. The meeting will present the parking management strategy and other recommendations developed over the course of the study. The Arup team will provide comment sheets, a voting exercise, or other ways for the public to share their feedback on the draft recommendations.

Deliverables:
- Presentations for up to eight (8) public meetings
- Up to one (1) factsheet OR up to six (6) boards
- Up to eight (8) meeting summaries
• Up to three (3) flyers or one (1) for each round of public meetings

Assumptions: The Arup team will create up to three (3) bilingual flyers, one for each round of public meetings; the Arup team will provide a Spanish speaker at each public meeting; It is assumed that Jersey City will arrange the meeting venues for all eight (8) public meetings and will be responsible for distributing the flyers; the Arup team will develop the presentation and engagement activities and provide up to six (6) boards or one (1) project factsheet; venue fees, refreshments, and additional interpretation services (including interpretation headsets/bodypacks) are not included in the direct costs and will be paid for directly by Jersey City.

Website & Social Media

Although Jersey City will maintain and design the project website, the Arup team will provide initial content including a project overview, pictures, and a project schedule. The content will be translated and crafted with Limited-English Proficiency (LEP) populations in mind. It is assumed that Jersey City will maintain the website and incorporate materials developed for the public outreach process (e.g., meeting presentations, boards, and/or summaries) as the project progresses.

As demonstrated by the social media accounts for JC Walks, Let’s Ride JC, and Vision Zero, Jersey City has found success developing project-based social media networks. The Arup team will provide periodic updates for social media accounts during peak public involvement periods. As demonstrated by the social media accounts for JC Walks, Let’s Ride JC, and Vision Zero, Jersey City has found success developing project-based social media networks.

Deliverables:
• Initial content for project website
• Periodic social media updates during peak public involvement phases

Assumptions:
• The Arup team will provide initial content for the project website and periodic updates to the social media platforms
• It is assumed that Jersey City will set up social media accounts and host the website.

Outreach Technical Memorandum

Documentation of the public’s feedback will take place in a variety of ways. For each meeting, a summary will be generated; this includes notes on the presentation and Q&A, as well as a summary of engagement activity results. Photos will also be taken at each event. The documentation at each stage of public involvement will be compiled into an outreach technical memorandum as the report is finalized.

Deliverables:
• Draft and final technical memorandum

Optional Task – E-Survey to Include Non-Drivers

Drivers and businesses are frequently the most vocal members of the community during a parking study. Parking, however, is not just about cars. As shown by the parklet pilot program in Jersey City as well as plans for Bergen
Square, parking relates to other modes of transportation, economic development, open space access, and sustainability goals.

This optional e-survey task takes a unique approach that will work to include people who do not drive but may benefit from repurposing parking spaces. Public meetings for parking plans are frequently attended by people who drive regularly or own a business in a congested area. Considering nearly 40 percent of Jersey City residents live in a household without a vehicle, many community members do not fall into these categories. The Arup team will develop an e-survey aimed to capture those who do not drive or those who may not be able to attend a public meeting. Seeing as how parking plans may pave the way for parklets, transit priority measures, bike lanes, sidewalk expansions, or food carts, the e-survey may help tap into stakeholders who may not realize how a parking study relates to them, even if they never drive. If Jersey City opts for this task, the Arup team will also provide a flyer or website graphic to encourage the public to participate in the e-survey.

Optional Deliverable:
- Draft and final e-survey with one (1) flyer or website graphic

Assumptions:
- This optional task will only be performed with express written permission from Jersey City and NJTPA.

3.3 Task 3: Data Collection

Data Strategy

Before beginning data collection in earnest, we will follow-up from the kick-off meeting (Task 1) by consolidating the project's goals and objectives. This document will serve as the project beacon, ensuring that every effort is headed towards driving value to Jersey City as defined by the project scope.

The goals and objectives will be the basis for the development of a Data Strategy, in which we will map the facts and figures required to inform the project team, stakeholders, and public on the ramifications of the parking strategy scenarios. This mapping is important not just to help us identify which of the readily available data sources matter, but also which data sources to be pursued, to guarantee that each objective can be pursued in a data-driven way. With this roadmap, we will be able to allocate resources in the search for data that can be applied in the subsequent analyses of the project.

Deliverables:
- Technical note summarizing the data strategy

Review of Jersey City Plans and Regulations

In the past few years, the northern New Jersey region, Hudson County, and Jersey City have been the subject of several plans, and there are several reports that lay out the strategies relevant to the built environment. We will review these plans to identify data, facts, and findings relevant to this study, and to map out the strategies and actions that overlap with the shared goals of this study.

We will review the latest reports that lay out the plans for transportation and development in Jersey City, to ensure that this Parking Study aligns with their actions, and that amplifies their benefits. These documents will also serve as a source of information, thus allowing this team to focus efforts on new surveys and activities. Some
of these key plans include the Pedestrian Enhancement Plan, Bicycle Master Plan, Complete Streets policy, the Long-Range Transportation Plan New Jersey 2045, and the Hudson County Master Plan 2017 Update.

Parking supply in Jersey City is shaped by the city regulations that mandate their levels and operational rules. We will review the parking requirements in the city ordinance, the city parking zone boundaries, and other relevant legislation.

Deliverable:
- Technical note summarizing the review of existing plans and regulations

Review of Digital Sources

We will develop a geodatabase with all the available information regarding parking in Jersey City. This database will be used to inform planning decisions in the scope of this project, and beyond. Starting from the information needs outlined in sub-task 1, Arup will identify sources of relevant data, which will include both open sources (such as the U.S. Census Bureau), and sources with proprietary data that may be interested in sharing some of their datasets, including those generated by the existing Jersey City's parking management system. While the full scope of data requirements will be identified at the data strategy, we anticipate collecting data related to traffic volumes, parking demand, parking supply, land use and socio-demographic distribution.

Following identification of these sources, Arup will collect the relevant datasets, and integrate them into the geodatabase, creating compatibility to allow the study of their interaction and overlay. Under this scope we anticipate that no field surveys will be carried out, and this data collection exercise will be entirely desktop-based. This database will be the primary input for Task 5, Data Analysis and Modelling.

Deliverable:
- Geodatabase with parking-relevant information

Environmental Justice Assessment

Equipped with the parking strategy geodatabase, we will be in position to carry out an Environmental Justice Assessment of the parking landscape in Jersey City. In this assessment, Arup will identify how the costs and benefits associated with parking supply and their management are distributed across the socio-economic groups living in Jersey City. This Environmental Justice assessment will set up a framework to be applied to the parking strategies recommended on Task 5, including identification of affected populations, estimate of nature and extent of effects, and assessment of whether the effects are equitable.

Deliverable:
- Technical note summarizing the environmental justice assessment

Existing Conditions Summary

To conclude Task 3, we will draft an existing conditions report, describing the parking landscape across Jersey City. This document will summarize key parking facts and figures, including measures of supply surplus or shortage, and demand characteristics, summarized at the Ward level. This report will be the base upon which Tasks 4 and 5 will be developed.

Deliverable:
• Existing Conditions report consolidating the work of Task 3 in a slide deck (PowerPoint) format

Assumptions:
• Up to 40 person-hours of field walk-throughs.

3.4 Task 4: Data Analysis & Modeling

Model Requirements Specification

This study will recommend parking strategies that are aimed at achieving the vision for the Jersey City articulated on Task 1. At this sub-task, we will collaborate with Jersey City and NJTPA to clearly define the desired outcomes of the parking dynamics model, so that strategy recommendations can be aligned with the goals and objectives of the study.

A parking dynamics model should be capable of testing scenarios that have different parking levels, regulations, pricing structures, as well as varying development intensities and typologies, and travel mode splits. The model should indicate the magnitude of the effects of these scenarios in relation to traffic volumes on key corridors (including, but not limited to, Newark Ave, Grand St, John F. Kennedy Blvd, Washington St, and Columbus Drive). Finally, we expect the model to be key tool in extracting insight regarding the dynamics of parking supply and demand for Jersey City.

Because there is no single, standard approach to modeling parking dynamics, along with the client we will identify options for a model concept design and will select the approach that best aligns with the project needs and constraints. Typical project needs may include a description of the type and precision of the simulation results (results in terms of unmet demand for parking or effectiveness in promoting mode shift; figures aggregated at the year, month, or peak period level), and processing times for each scenario run (if it should take a few hours to run, or a few seconds). Typical project constraints may include data availability, and the software preferences of the analysts who will use the tool both during this project, and after its completion.

Deliverable:
• Technical note summarizing the parking dynamics model requirements specification

Model Concept Design

Unlike other transportation problems with well-defined analysis techniques, such as traffic intersection design and bus operations planning, the dynamics of parking supply and demand can be approach in many ways. Starting from the model needs and constraints, we will devise a model concept design that lays out the development platform, the methodological framework, and the visualization strategy:

1. Development platform: The best development platform for the project lies in the balance between functional requirements and development budget and schedule; this platform is a piece of software (such as Excel, Google Sheets, TransCAD, or ArcGIS), scripting languages (i.e. Python, VBA, JavaScript, etc.), or combination thereof.

2. Methodological framework: There are multiple analytical models that fit supply/demand analyses: basic elasticity curves, network effect simulations, hierarchical econometric models, and so on. The methodological
framework should be such that is implementable in the chosen development platform, without compromising the expected quality of results.

3. **Visualization strategy:** To achieve the full value of the model, its results must be reported not just in tables, but also in graphs, diagrams and maps. A clear visualization strategy ensures that the tools and skillsets are mobilized ahead of their need, and that their look and feel are set in agreement with the project team.

**Deliverable:**
- Technical note summarizing the model concept design, which includes the choices for development platform, methodological framework and visualization strategy.

**Implementation**

The model implementation will take place in sequential development cycles, that deliver continuous improvement while allowing testing and partial validation throughout the process, rather just on its end. This approach manages the development risk by offering opportunities to adapt strategies as needed to react to unforeseen events or data issues.

Upon completion, we will calibrate and validate the full model, and eventually develop the baseline model that will set location-specific parameters. Model results will be georeferenced, and thus capable of being represented in digital maps with any GIS software package. The model will be accompanied by a user manual presented in a slide deck, to allow the Jersey City and NJTPA analysts to make use of the tool beyond the completion of this project.

**Deliverables:**
- A parking dynamics model
- A user’s manual in a slide deck (PowerPoint) format

**Assumptions:**
- User’s manual will include recommendations for maintenance of the model.

**Scenario Development and Testing**

We will work alongside Jersey City and NJTPA in developing up to five (5) scenarios, to be assessed with the parking dynamics model. In addition to building these scenarios, and adjusting the model as needed, we will summarize their key outcomes, and build a scenario assessment board.

This board will indicate the pros and cons of each scenario and map their relationship to the study’s goals and objectives. This board will communicate in a style accessible to an audience of Jersey City decision-makers, residents and members of its business community who may not be familiar with technical details of transportation modeling. It will depict the spatial relationship between parking and land use, and potential implications to traffic circulation.

**Deliverables:**
- Five (5) parking strategy scenarios assessments
- Scenarios assessment board
3.5 Task 5: Recommendations

Synthesize Input & Incorporate Best Practices

The Arup team will compile the findings gained through the data collection and modeling tasks, as well as feedback from the public, the technical advisory committee, and other stakeholders, as they relate to study goals and objectives. This will serve as the foundation for which to develop recommendations.

By considering national and international best practices in light of the local information gathered, we will develop recommendations regarding parking policy, pricing, and parking infrastructure improvements. Policies to be considered may include Unbundling, Performance pricing, Dynamic pricing, Updates to zoning or overlay districts, Reduced minimums or possibly even maximums, Shared parking, or other demand management principles. The best practices we advocate underscore the notion that infrastructure is durable, whereas land uses are flexible and can change quickly. National examples will be brought to bear where appropriate. For instance, some of the many national examples of successful shared parking include the following:

- **The Limelight** — a church, drug rehab center, notorious night club, and now boutique mall use the same building and parking lot—yet do a church, drug rehab, night club and mall all have the same parking requirements?
- **The Berkeley Bowl** — a bowling alley, grocery store, and outdoor gear store share the same parking space

**Deliverable:**
- Technical note summarizing the input from prior tasks and relevant best practices

Implementation Strategy

As noted in the approach section, traditional parking policies provide an oversupply. There are potentially large opportunity costs associated with parking oversupply. A successful implementation strategy that addresses oversupply should be realistic and achievable. We will work with the key stakeholders to achieve a strategy that best optimizes the interests of all parties and supports the city's development goals. At the same time, these recommendations will acknowledge quality of life for residents and economic conditions for local businesses.

The strategy we develop will pay particular attention to innovative parking strategies and to “future-proofing” parking facilities. We will draw on our experience with previous projects and our expertise in the future of mobility and connected and autonomous vehicles to develop an approach that can flexibly accommodate future technological and demographic changes that define the new mobility. Some improvements may challenge conventional wisdom. For example, most of us as travelers assume a five- or ten-minute walk to transit is acceptable but we demand parking on location. This assumption should be challenged.

The recommendations will guide the city to more effectively manage both parking demand and supply. They will be tailored to address the diverse areas across Jersey City, such as exiting residential parking zones, commercial zones, and mixed-use zones such as the downtown. Along with specific measures, the plan will identify:

- rough order of magnitude cost estimates,
- timeframe for execution, including short-, medium-, and long-term improvements,
- potential implementing agency or agencies,
- potential funding sources, and
potential Environmental Justice impacts.

Deliverable:

- Summary of draft recommendations and implementation strategy in a slide deck (PowerPoint) format

3.6 Task 6: Final Report & Final Deliverables

The final report will synthesize the deliverables from the previous tasks, including the findings of the analysis, the recommendations, and the implementation strategy. The outline and table of contents for the final report will be prepared in consultation with Jersey City and NJTPA, upon which the final report will be based. The report will focus on overarching actions or strategies that can facilitate implementation. Individual meeting summaries from the public meetings will be included in appendices.

Rather than printed posters, we recommend a digital interface on that will be accessible via the webpage, for easier distribution and availability.

Deliverables:

- Final report in a slide deck (PowerPoint) format
- Study findings available in NJTPA “PRIME” format

Assumptions:

- One (1) set of consolidated comments—including all comments from the Jersey City project manager, NJTPA staff, the technical advisory committee, and stakeholders will be used to revise the draft report in order to produce the final report.
- Any public comments to be addressed will be identified in consultation with the Jersey City project manager and will be provided to the Arup team in a consolidated set.
- The final report will follow NJTPA reporting guidelines.

4 Project approach

The Arup team includes industry-leading experts familiar with national and international best practices. Eric Swenson is parking management expert who has presented on downtown parking management and parking demand reduction techniques on a national level, including ITE and AIA educational seminars. Melissa Ruhl is an expert on the future of mobility, including connected and autonomous vehicles. Rachel Weinberger is a nationally-recognized expert on parking policy and pricing, having authored papers about the latest research and recently a chapter in Donald Shoup’s latest book.

Parking standards have historically been set according to unconstrained demand in contexts where the automobile is the only access option. These traditional standards are notoriously inappropriate to mixed use contexts and may well induce automobile use. Nationwide, there are on average three to four parking spaces for every vehicle, by some estimates even more. In most city settings similar to Jersey City, we find there is typically excess supply. This means there is almost always available parking—it is just not always distributed conveniently. Parking management, when implemented appropriately, addresses these needs. It is also a tool for achieving modal split goals, easing delivery, and addressing access. Parking recommendations must be context specific and must support broader city goals.
We recognize that higher density contexts require less parking than low density contexts. Places with transit and other access options naturally require less parking by reducing demand. Arup is an advocate of multimodal connections, and we are able to leverage our expertise in related fields, such as masterplanning, urban design, pedestrian modeling and wayfinding, to design spaces at the human scale. Our ability to design and plan multimodal spaces is reinforced by our experience in transit station design, downtown master plans, and "mobility hub" projects, a concept that encapsulates many key aspects of downtown parking management.

Finally, and perhaps most necessary to achieving successful implementation, we recognize that parking is an emotional issue. Although from an analytical perspective there is no demand for parking per se—it is merely an important access option—from the public's perspective, it is tantamount to a human right. People get afraid that something is being taken from them when policies are changed—parking just happens to be very tangible, and so it's felt very acutely. We will work with the city, key stakeholders, and the public to achieve a strategy that best optimizes the interests of all parties.

Our approach to the project tasks would begin by drawing on our collective experience. We focus in delivering excellence on our work, and that is achieved through collaboration. Our team will be led by a seasoned project director and project manager, who believe that a close working relationship and constant communication is key to managing the project (Task 1) and the best way to faithfully represent the city's interests. Our approach to outreach (Task 2) would engage a diverse cross section of Jersey City in ways that they can provide meaningful input. The Arup team includes FHI, a familiar face in all six of Jersey City's wards. Once engaged, we would strive to educate the public on the benefits and trade-offs of parking, including congestion management, economic development, multi-modal transportation, and place-making. These objectives would be achieved through an iterative, multi-pronged, and inclusive outreach process.

Our approach to data collection (Task 3) would blend a traditional desktop study with innovative data collection and processing methodologies. Specifically, when needed, we will complement a comprehensive review of all Jersey City parking requirements and regulations with technologically driven fieldwork to make sure our parking model comprises the entirety of the City's parking supply. We would also apply novel, time-saving techniques to automate the process of compiling data. We understand that one of the primary objectives of the study is to build a citywide parking inventory to inform broader public policy and land use strategies. As such, our parking model (Task 4) would not only distill parking, demographic, land use, and transportation data into a geodatabase to facilitate analysis, but also leverage a digital scenario assessment board to bring the results into a format comprehensible to all. This will inform our Recommendations (Task 5) and decision-making more impartially, to develop recommendations sensitive to the city's diverse needs, including where Environmental Justice populations live.

Our team's nationally-recognized experts will bring the latest best practices to bear upon the findings of the previous tasks. The team we have assembled for this project will leverage Arup's collective experience in parking management, urban and public realm design, streetscape design, and wayfinding and have previously optimized the user experience for facilities as varied as museums, rail stations, and universities. We think holistically about overall curb management—not just about parking, but about how parking coexists with other uses, such as public space, parklets, green infrastructure and even future uses arising from smart mobility. This could mean TNC pick-up and drop-off areas or even as-yet unidentified uses. With the revolution that is underway in connected and autonomous vehicle (CAV) technology, a "future-proof" approach to parking management is more critical than ever. Our recommendations will be fundamentally practical in this regard. We would like to see the final product of the study (Task 6) focus more on the recommendations and the implementation of parking management strategies rather than format; therefore, we propose shorter and more summarized reports in slide deck format rather than formal documents.
5 Project timeline

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<th>Tasks</th>
<th>Percentage of project time (by person hours)</th>
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<tr>
<td>1. Project Management, Progress Reports, Website</td>
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<tr>
<td>2. Outreach &amp; Partnerships</td>
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<tr>
<td>3. Data Collection</td>
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<td>4. Data Analysis &amp; Modeling</td>
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<td>5. Recommendations</td>
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<tr>
<td>6. Final Report and Final Deliverables</td>
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</tbody>
</table>

6 Schedule of deliverables

Please see Appendix E for Schedule of deliverables.

7 Schedule of meetings and presentations

Please see Appendix E for Schedule of meetings and presentations.

8 City responsibilities

Task 2, Outreach & Partnerships:
- Jersey City will receive and respond to emails from the public, elected officials, and stakeholder groups.
- Jersey City will schedule the meetings, arrange and provide the venue, and be the primary point of contact for meeting attendees; the Arup team will provide a presentation with project updates; no meeting minutes will be provided, but the Arup team will produce a meeting summary of up to two (2) pages.
- Website will be Jersey City-hosted and Jersey City-designed, Initial website content will be developed by the Arup team but it is assumed Jersey City will be responsible for additional updates.

Task 3, Data Collection:
- Jersey City will provide all existing parking data in a digital format.

Task 6, Final Report:
- Jersey City will consolidate comments from all stakeholders and provide consolidated set of comments to the Arup team.
9 Assumptions

- It is assumed a substantial majority of parking data for Jersey City has already available, and minimal field visits are required. Up to 40 person-hours of field walk-throughs are assumed.
- Parking dynamics model and scenarios assessment board to be developed using spreadsheet type software such as Excel or similar file format.
- Identification of level-of-service (LOS) or significant traffic impacts based on LOS is excluded.
- Travel demand modeling services are excluded.
- Comments on draft deliverables will be provided in consolidated form to the Arup team. The length of review time for deliverables is assumed to be two (2) weeks.
- Our team has reviewed the General Terms and Conditions provided in the RFP and find these to be generally acceptable. Should our submission be of interest, we would seek to discuss a limited number of provisions with Jersey City including aligning the indemnification obligations with insurance cover and incorporation of an overall limitation of liability and mutual waiver of consequential damages.

10 References

Hoboken Parking Masterplan
Ryan Sharp Director, City of Hoboken
Department of Transportation and Parking
T (201) 708-5736
E rsharp@hobokennj.gov

Lower Manhattan Street Management
Suchi Sanagavarapu
Chief of Staff, Traffic Operations
New York City Department of Transportation
T 212-839-4462
E ssanagavarapu@dot.nyc.gov

Republic Plaza Mobility Center
Sophia Cha, Director – Design
Brookfield Properties
T 212-417-7268
E Sophia.cha@brookfield.com

11 Cost proposal

Please find Cost Proposal in a separate, sealed envelope.
Appendix A

Acknowledgement of Receipt of Addenda
Item 1: ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA

CITY OF JERSEY CITY
ACKNOWLEDGEMENT OF RECEIPT OF ADDENDUM FORM
CONSULTING SERVICES: VISION ZERO ACTION PLAN

The undersigned acknowledges receipt of the following addenda to the Request For Proposal:

THE COMPLETED ACKNOWLEDGMENT OF ADDENDA FORM SHOULD BE RETURNED WITH PROPOSAL PACKAGE: NOT TO BE SENT SEPARATELY

NOTE: Failure to acknowledge receipt of all addenda will cause the proposal to be considered non-responsive and the proposal will be rejected. Acknowledgement of receipt of each addendum must be clearly established and included with the proposal pursuant to N.J.S.A. 40A:11-23.2(e).

Addendum No. ______ Dated ____________
Addendum No. ______ Dated ____________
Addendum No. ______ Dated ____________

Name of Proposer: Arup USA, Inc.
Street Address: 77 Water Street, 5th Floor
City, State, Zip New York, NY 10005
Authorized Signature: __________________________
Date: February 20, 2019
Appendix B

Required Administrative Forms
CITY OF JERSEY CITY  
DEPARTMENT: HEDC  
PURPOSE: PARKING MANAGEMENT PLAN  

SECTION 8: REQUIRED ADMINISTRATIVE FORMS (begin on next page)  

CITY OF JERSEY CITY  
PROJECT: PARKING MANAGEMENT PLAN  

The undersigned is X (a corporation) under the laws of the State of Delaware having offices at 77 Water Street, New York, NY 10005 and submits this proposal in response to the City's RFP.

Signed: ___________________________  
Name: Margaret Newman  
Title: Principal  
Company: Arup USA, Inc.  
Address: 77 Water Street, 5th floor  
New York, NY 10005  

PROJECT: Parking Management Plan  

36
CITY OF JERSEY CITY
DEPARTMENT: HEDC
PURPOSE: PARKING MANAGEMENT PLAN

RESPONDENT: Arup USA, Inc.

RESPONDENT'S CHECKLIST

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<td>A. Non-Collusion Affidavit properly notarized</td>
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<td>B. Public Disclosure Statement*</td>
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<td>C. Mandatory Affirmative Action Language (submit with Proposal or</td>
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<td>a. A valid letter that the contractor is operating under an</td>
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<td>existing Federally approved or sanctioned affirmative action</td>
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<td>program (good for one year from the date of the letter); or</td>
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<td>b. Unexpired Certificate of Employee Information Report; or</td>
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<td>c. Employee Information Report (Form AA 302) and if first time</td>
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<td>E. Americans with Disabilities Act</td>
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<td>F. MWBE Questionnaire* (with Bid Proposals or within 24 hour of</td>
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<td>Bid Opening)</td>
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<td>G. Business Registration Certificate</td>
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<td>H. Original signature(s) on all required forms.</td>
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<td>I. Acknowledgement of Receipt of Addenda*</td>
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<td>J. Disclosure of Investment Activities in Iran Form</td>
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<tr>
<td>K. DBE/ESBE Participation Documentation or documentation of good</td>
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<tr>
<td>faith effort to utilize DBE/ESBE</td>
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</tbody>
</table>

*Failure to include items marked with an asterisk (*) with the proposal will result in automatic rejection of the proposal
Item A. NON COLLUSION AFFIDAVIT

STATE OF NEW JERSEY CITY
OF JERSEY CITY:

I certify that I am Principal

of the firm of Arup USA, Inc.

the bidder making the proposal for the above named project, and that I executed the said proposal with full authority so to do; that said bidder has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the City of Jersey City relies upon the truth of the statements contained in said proposal and in the statements contained in this affidavit in awarding the contract for the said project.

I further warrant that no person or selling agency has been employed to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by (N.J.S.A. 52: 34-25)

(Signature of respondent)

SUBSCRIBED AND SWORN TO BEFORE ME THIS DAY ____________________ OF 20

(TYPE OR PRINT NAME OF AFFIANT UNDER SIGNATURE)

NOTARY PUBLIC OF
MY COMMISSION EXPIRES: 20.

(NOTE: THIS FORM MUST BE COMPLETED, NOTARIZED AND RETURNED WITH THIS PROPOSAL).
Item B. STATEMENT OF OWNERSHIP DISCLOSURE

STATEMENT OF OWNERSHIP DISCLOSURE

This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.

Name of Organization: Arup USA, Inc.
Organization Address: 77 Water Street, 5th Floor, New York, NY 10005

Part I Check the box that represents the type of business organization:
☐ Sole Proprietorship (skip Parts II and III, execute certification in Part IV)
☐ Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)
☒ For-Profit Corporation (any type) ☐ Limited Liability Company (LLC)
☐ Partnership ☐ Limited Partnership ☐ Limited Liability Partnership (LLP)
☐ Other (be specific): 

Part II

☐ The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. (COMPLETE THE LIST BELOW IN THIS SECTION)

OR

☒ No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. (SKIP TO PART IV)

(Please attach additional sheets if more space is needed):

<table>
<thead>
<tr>
<th>Name of Individual or Business Entity</th>
<th>Home Address (for Individuals) or Business Address</th>
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Part III  DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual Federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. Attach additional sheets if more space is needed.

<table>
<thead>
<tr>
<th>Website (URL) containing the last annual SEC (or foreign equivalent) filing</th>
<th>Page #’s</th>
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</table>

Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II other than for any publicly traded parent entities referenced above. The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. Attach additional sheets if more space is needed.

<table>
<thead>
<tr>
<th>Stockholder/Partner/Member and Corresponding Entity Listed in Part II</th>
<th>Home Address (for Individual) or Business Address</th>
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Part IV  Certification

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge that I am authorized to execute this certification on behalf of the bidder/proposer, that the City of Jersey City is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contract with the City of Jersey City to notify the City of Jersey City in writing of any changes to the information contained herein that I am aware that it is a criminal offense to make a false statement or representation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the City of Jersey City to declare any contract(s) resulting from this certification void and unenforceable.

<table>
<thead>
<tr>
<th>Full Name (Print)</th>
<th>Margaret Newman</th>
<th>Title</th>
<th>Principal</th>
</tr>
</thead>
<tbody>
<tr>
<td>Signature:</td>
<td>[Signature]</td>
<td>Date:</td>
<td>26 January 2019</td>
</tr>
</tbody>
</table>
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 discharge 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 with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal laws and applicable Federal court decisions.

In conformance 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 the applicable Federal laws 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
Employed Information Report Form AA302 electronically provided by the Division and distributed to the public agency through the Division’s website at www.ccau.nj.gov/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 vendors certify on their company’s behalf, knowledge and commitment to comply with:

EXHIBIT A
N.J.A.C. 10:9-21 and N.J.A.C. 17:27
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

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

understands that the City of Jersey City’s bid shall be rejected if the contractor fails to comply with the requirements of N.J.A.C. 10:9-21 and N.J.A.C. 17:27.

Representative’s Name/Title: Margaret Newman
Representative’s Signature: __________________________
Name of Company: Arup USA, Inc.
Tel. No.: 212-897-1618

If bid, 9/18/2019 6:04 AM
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-DEC-2016 to 15-DEC-2019

ARUP USA INC.
77 WATER STREET
NEW YORK
NY 10005

FORD M. SCUDDER
State Treasurer
Enclosed is your Certificate of Employee information Report (hereinafter referred to as the “Certificate” and issued based on the Employee Information Report (AA-302) form completed by a representative of your company or firm. Immediately upon receipt, this certificate should be forwarded to the person in your company or firm responsible for ensuring equal employment opportunity and/or overseeing the company or firm’s contracts with public agencies. Typically, this person may be your company or firm’s Human Resources Manager, Equal Employment Opportunity Officer or Contract Administrator. If you do not know to whom the certificate should be forward, kindly forward it to the head of your company or firm. Copies of the certificate should also be distributed to all facilities of your company or firm who engage in bidding on public contracts in New Jersey and who use the same federal identification number and company name. The certificate should be retained in your records until the date it expires. This is very important since a request for a duplicate/replacement certificate will result in a $75.00 fee.

On future successful bids on public contracts, your company or firm must present a photocopy of the certificate to the public agency awarding the contract after notification of the award but prior to execution of a goods and services or professional services contract. Failure to present the certificate within the time limits prescribed may result in the awarded contract being rescinded in accordance with N.J.A.C. 17:27-4.3b.

Please be advised that this certificate has been approved only for the time periods stated on the certificate. As early as ninety (90) days prior to its expiration, the Division will forward a renewal notification. Upon the Division’s receipt of a properly completed renewal application and $150.00 application fee, it will issue a renewal certificate. In addition, representatives from the Division may conduct periodic visits and/or request additional information to monitor and evaluate the continued equal employment opportunity compliance of your company or firm. Moreover, the Division may provide your company or firm with technical assistance, as required. Please be sure to notify the Division immediately if your company’s federal identification number, name or address changes.

If you have any questions, please call (609) 292-5473 and a representative will be available to assist you.

Enclosure(s) (AA-01 Rev. 11/11)
Item E. AMERICANS WITH DISABILITIES ACT

APPENDIX A

AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disabilities

City of Jersey City

The contractor and the [name of contractor] (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 its 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 result from 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 notice 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: Margaret Newman
Representative's Signature: [Signature]
Name of Company: Artip USA, Inc.
Tel. No.: 212-887-1618
Date: 20 Jan 2019
Item F. MWBE QUESTIONNAIRE (2 Copies)

Minority/Woman Business Enterprise (MWBE)
Questionnaire for Bidders

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

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

Business Name: Arup USA, Inc.
Address: 77 Water Street, Floor 5, New York, NY 10005
Telephone No.: 212 896-3000
Contact Name: Margaret Newman, Principal

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, 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 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 either 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

1/8/2019 6:04 AM
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: Arup USA, Inc.
Address: 77 Water Street, 6th Floor, New York, NY 10005
Telephone No.: 212-886-3000
Contact Name: Margaret Newman

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:

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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
STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

<table>
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<th>Taxpayer Name:</th>
<th>ARUP USA, INC.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Trade Name:</td>
<td></td>
</tr>
<tr>
<td>Address:</td>
<td>830 BEAR TAVERN ROAD</td>
</tr>
<tr>
<td></td>
<td>WEST TRENTON, NJ 08628</td>
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<tr>
<td>Certificate Number:</td>
<td>0160470</td>
</tr>
<tr>
<td>Effective Date:</td>
<td>May 11, 2001</td>
</tr>
<tr>
<td>Date of Issuance:</td>
<td>January 02, 2019</td>
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</table>

For Office Use Only:
20190102144614269
STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY
CERTIFICATE OF AUTHORITY

ARUP ADVISORY, INC.
0101050632

I, the Treasurer of the State of New Jersey, do hereby certify that the above-named Foreign Profit Corporation organized under the laws of Delaware, has complied with all the requirements of Title 14A of the New Jersey Statutes, and that the business or activity of said Foreign Profit Corporation to be carried on within the State of New Jersey is such as may be lawfully carried on by Foreign Profit Corporation filed under the laws of this State for similar business or activity. The Certificate of Authority was duly filed January 3rd, 2019.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal at Trenton, this 4th day of January, 2019.

[Signature]

Elizabeth Maher Muoio
State Treasurer
Item J: DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

OUR NUMBER: Preparer, Arup USA, Inc.

Pursuant to Public Law 2012 c.25 any person or entity that submits a bid or proposal or otherwise prepares to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates (any parent, ancestor, subside, direct or indirect subsidiary, or any entity under common ownership or control with, any entity), is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the State of New Jersey, Department of Treasury, Division of Purchase and Property website at http://www.state.nj.us/buy/purchasedel@Chapter25List.pdf

Bidders must review this list prior to completing the below certification. Failure to complete the certification will render the bidder’s proposal non-responsive. If the Authority finds a person or entity to be in violation of law, the Authority may, at its discretion, take such action as may be appropriate and provided by law, such as dismissing the proposal, recovering damages, seeking injunctions, obtaining cease and desist orders, declaring the proposal void, and seeking reimbursement of any and all costs incurred by the Authority.

PLEASE CHECK THE APPROPRIATE BOX:

X I certify, pursuant to Public Law 2012 c. 25, that neither the bidder listed above nor any of the bidder’s parents, subsidiaries, or affiliates is listed on the U.S. Department of the Treasury’s list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012 c. 25 (“Chapter 25 List”). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. I will ship Part 2 and sign and complete the Certificate below.

OR

I am unable to certify above because the bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department’s Chapter 25 List. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the Certificate below. Failure to provide such will result in the proposal being rendered non-responsive and inappropriate penalties, fine and/or sanctions will be assessed as provided by law.

PART 2

You must provide a detailed, accurate and precise description of the activities of the bidder, parent company, or one of its parents, subsidiaries, or affiliates, engage in prohibited activities in Iran unless able to complete the box below.

Bereby certify, this statement of activities is accurate and complete.

Certified by: ___________________________ Date: ____________

Print Name: ___________________________

Title: ___________________________

Signature: ___________________________ Date: ____________

Margaret Newman

p. 33
Appendix C

Resumes
Margaret Newman, FAIA, LEED BD+C

Margaret Newman is a Principal in Arup’s New York office. With over 25 years of experience as an architect and urban planner in New York, Margaret has extensive experience building complex projects in the public realm.

Ms. Newman has coordinated and managed the needs of multiple stakeholders: city and state agencies, private sector and real estate industry clients, community and non-profit organizations, identified funding needs for complex projects as well as permit approval process for city agencies, design commission and landmarks. She has managed a wide range of project consultants including civil and transportation engineering, structural, MEP, acoustic, lighting, product, furniture, graphic design, site and landscape design.

Prior to joining Arup, Ms. Newman headed up her own consulting firm More Urban, advising on design, urban planning, and development projects. Under Mayor Bloomberg and Commissioner Sadik-Khan, Ms. Newman served as Chief of Staff at the New York City Department of Transportation where she directed major agency projects including the capital construction plan for Times Square.

Margaret has been a leader in the revitalization of New York City’s public realm and a pioneer in bringing design excellence to vital infrastructure projects.

Ford Motor Company Masterplan for World Headquarters, Dearborn, MI

Project Director and Urban Design Lead. In partnership with Snohetta, Arup is providing services for a Concept Masterplan for the re-development of Ford’s Research & Engineering campus, and World Headquarters site with a goal to reimagine the 400-acre site to be resilient, integrate with the local community and landscape and provide a better work environment for the 25,000 employees on site. Project work focuses on expanding mobility options, providing resilient infrastructure solutions, and harnessing advances in technology to enhance workplace environments and site-wide operations.

Savoy Park Site Planning and Design, New York, NY

Project Director. Fairstead Capital is the client for the 11-acre residential site in East Harlem. Project services include zoning and regulatory analysis, design for enhanced recreational and play space, site access, delivery, and site waste management, improved internal pedestrian circulation, parking reconfiguration and stormwater management.

www.arup.com
NYCEDC Transportation Planning and Policy Consultant
On-Call, New York, NY

Project Director. Transportation Planning and Policy for multi-year contract to provide consultant services on infrastructure improvements, freight, ferry, rail assets, and transportation related economic development. Consultant services to include planning, resiliency, existing conditions analysis, transportation planning, environmental review, mass transit and aviation planning, innovation and technology strategic planning, waterfront and economic impact analysis and workforce development.

NYCDOT Engineering Services Agreement, New York, NY

Planning and Urban Design Lead. Multiple projects for 3-year ESA contract includes Broadway Vision Plan, Downtown Jamaica Urban Design and Streetscape Implementation Plan, Pedestrian Plaza Assessment, Sightseeing Bus Analysis. Project Director, Work scope includes the design of streetscapes, new pedestrian spaces, corridor planning, transportation analysis and policy analysis. The project design and implementation work require the coordination of work for DOT, Mayor’s office, multiple city agencies and community stakeholders and a knowledge and familiarity with city processes, government structure, citywide networks and policies.

Morristown Engineering and Mobility Improvements, Morristown, NJ

Project Director. Design of mobility improvements for key corridors in the mid-size community of Morristown NJ. Consultant services include transportation planning, design concept development, community engagement program, data collection and analysis, project implementation and cost estimate in coordination with the town’s strategic vision plan. The project goals include managing traffic and growth, planning for the community’s growth in the region and assisting the town in realizing their vision of becoming a sustainable, and welcoming community in New Jersey.

Lower Hudson Transit Link—Enhanced Regional Transit, Rockland and Westchester Counties, NY

Project Director. The New York State Mass Transit Task Force recommended a rapid bus system to connect Rockland and Westchester Counties. Arup was invited to design the system and support NYSDOT in tendering the service, as part of its Lower Hudson Transit Link initiative. The enhanced regional transit system, with will be the first under NYSDOT’s direct oversight. It was designed to complement the regional transportation network, strengthening links to up-and-coming employment centers and offering a compelling alternative to Manhattan-bound drivers.

*experience prior to joining Arup
Eric Swenson, PE, PTOE, PTP

Eric Swenson is a Senior Transportation Engineer in Arup’s New York office with extensive experience in transportation planning. His project management experience has had an emphasis on complete streets and includes parking studies, transportation feasibility studies, traffic impact studies, master plans, and multimodal street design. His background as a traffic engineer provides him with a solid understanding of capacity analysis, traffic impact analysis, parking management, traffic modeling and simulation, signal timing optimization, bicycle and pedestrian analysis, safety analysis, parking utilization analysis, roundabout analysis and design, and traffic signal design.

Over his 14 years of experience, Eric has brought an extensive understanding of traffic engineering and transportation planning to each of his projects.

Savoy Park Site Analysis, Planning, Design, and Opportunities Assessment, New York, NY
As Lead Traffic Engineer on this project, Eric led the parking analysis, zoning analysis, and site review components of this effort to improve the urban design characteristics of a residential campus owned by Fairstead Capital. This included a focus on realigning site roadways and entrances and altering the layout of on-site parking to provide space for civic activities and foster community engagement.

Brookfield Properties, Republic Plaza Mobility Center, Denver, CO
Project Manager for this visioning and design project. The Republic Plaza is the tallest skyscraper in Denver. Brookfield Properties, the owner, requested Arup’s expertise to build a mobility center and parking garage at the site that will feature a number of pedestrian-oriented retail facilities. Arup advised the developer and their architect in this effort from a transportation planning perspective, accounting for increased car, pedestrian, bicycle, and truck activity. Eric oversaw all aspects of the project, which included design workshops, site design review, garage circulation ideas, parking and trip generation estimates, intersection and urban design concepts, and recommendations on how to adapt the garage to TNCs, autonomous vehicles, and electric vehicles in the future. (2016 to 2017)

Long Beach Civic Center (LBCC), Long Beach, CA
Lead Transportation Planner for the Parking and Traffic Circulation portions of this project. The new Civic Center in downtown Long Beach comprises a superblock that will house the new Civic Hall, Port Headquarters, Main Library and Lincoln
Park. Arup was hired to provide project management and related services. Eric provided expert guidance on two new parking garages at the site, the Lincoln Garage and the Police Department Garage. He oversaw recommendations made on the design of the garages access, circulation, and layout, and identification of traffic changes on the local street network.

**NYCDOT Jamaica Now Urban Design and Streetscape Implementation Plan, Jamaica (Queens), NY**

Lead Transportation Planner for a streetscape implementation project in a congested downtown area that doubles as one of the nation’s busiest bus hubs. Eric reviewed streetscape plan concepts and provided feedback on visioning ideas to help NYCDOT develop design priorities. He also helped run a public workshop to obtain local input on the design priorities.

**NYMTC Downtown Parking Management Workshops, Nassau and Westchester Counties, NY**

Lead Transportation Planner responsible for facilitating five parking management workshops at three locations in Suffolk County—Amityville, Copiague, and East Farmingdale—and two locations in Westchester County—Dobbs Ferry and New Rochelle. Eric presented case studies and “best practice” strategies for parking management, reviewed existing conditions and future development plans, and led workshop walking tours and “design charrette” sessions to identify parking strategies tailored for each of these transit-oriented communities. Participants included elected officials, municipal employees, civic leaders, non-profits, real estate developers, and members of the public. Each workshop was followed by a comprehensive report on best parking management strategies to address the unique issues in each downtown location. (RBA, 2015)

**SWRPA Westport Rail Stations Parking Study, Westport, CT**

This traffic and parking study evaluated the effects of proposed changes at the Saugatuck and Greens Farms rail stations along the Metro-North Railroad’s New Haven commuter rail line. Eric was task leader for a traffic study around the Saugatuck and Greens Farms stations in support of proposed multi-modal improvements. He supervised the development of a baseline traffic study model in Synchro for nine intersections for two peak hours which was calibrated to match conditions of the adjacent study intersections for a concurrent study. He oversaw traffic data collection and analysis of existing and future vehicular, pedestrian, and parking conditions and he prepared the traffic analysis sections of the existing and future conditions report. (RBA, 2013 to 2016)

*experience prior to joining Arup
Lawrence J. Nassivera is a transportation planner and project manager in our New York office. He has over 16 years of experience with New York City-focused planning projects and on-call task order project management. He also has detailed experience with curbside management, geographic information systems and pedestrian planning/simulation. LJ’s accomplishments include the project management and execution of numerous planning and engineering studies under Arup’s Lower Manhattan Street Management and Engineering Services Agreement projects with NYCDOT. Some of his other notable work includes station modeling for Second Avenue Subway in NYC and Union Station in Toronto, curbside studies in Hoboken and post-Sandy outreach and mapping work for the New York City Housing Recovery and New York Rising Community Reconstruction programs.

LJ’s work involves all aspects of transportation planning, with a focus on curbside management, GIS mapping and pedestrian planning and project management of NYC planning projects.

Hoboken Citywide Parking Master Plan, Hoboken, NJ
Project Manager for the development of a parking master plan for the City of Hoboken. Hoboken is a small, dense city with heavy car ownership and a major on-street parking problem. Arup developed an understanding for the existing conditions, met regularly with local leaders, stakeholders and the public, and then developed a multi-point plan for the future of on-street parking in the City of Hoboken. This included initiatives from improved meters and technology advancements to citywide valet and zoned parking schemes.

New York City Engineering Services Agreement, New York, NY
Project Manager for the Engineering Services Agreement (ESA) contract with NYCDOT. This contract is a task order-based project handed out over the course of three years to Arup and renewed for three additional years. Leading a diverse group of over 20 subconsultants, with over 50 task orders completed or in progress to date and project fees valued at over $15m. Task orders led include: climate resiliency/engineering, on-street parking, SBS BRT routes, green infrastructure, Vision Zero safety initiatives, staff secondments, traffic data collection, bus studies, road design and civil infrastructure, access to transit studies and more.

Lower Manhattan Street Management, New York, NY
Transportation Planner performing planning, modeling and mapping tasks on multiple task orders over the life of this multi-year, multi-million dollar Lower Manhattan Street Management (LMSM) project. Project manager in the project’s final year. Assisted in project-wide QA of curbside parking regulations, helped create and
improve a GIS/Paramics-based turning movement data application, completed a complex curbside mapping project for the Chambers Street Parking Study, setup a data integration process between Paramics and GIS for the World Trade Center Street Closure pilot, made recommendations to the client regarding their parking and street centerline database programs and completed other GIS mapping tasks.

Used Paramics software extensively to assist in the creation and improvement of a traffic model for the area. Task Manager for tasks including a street closure modeling task, a bus garage feasibility study and two parking database update tasks. Also assisted with a major bus parking study, a parking enforcement study, the development of a GIS/modeling tool and modeling and planning for a confidential planning study in Lower Manhattan.

LMSM, Placard Parking Task, New York, NY
Transportation Planner with task management responsibilities in the second year of a multi-year contract with NYCDOT. Managed data collection, storage and reporting task with respect to parking in Lower Manhattan. Coordinated a subconsultant in collecting two months of parked vehicle data, created a new GIS database to store the data, and reported the data and results to NYCDOT including reports, series of maps, and multiple presentations to high-level city officials. The final report, including an extensive map appendix, for the study was released to the public and was summarized in multiple media sources. The high-profile nature of the job and quality of the final product has led to continued parking work for the LMSM project. This role led to task management duties with regards to revising NYCDOT's parking regulation database, another parking data collection effort, revision of the original parking report, and a "next steps" task order providing assistance to the City in organizing parking in Lower Manhattan in the future.

LMSM, Curbside Management, New York, NY
Task Manager for a major planning exercise to advise the client on managing on-street curbside parking regulations in Lower Manhattan. Oversaw the development of a complex framework of parking regulations and GIS processes on how to apply these regulations based on land use, street type, time of day and more. Within this task was a specific mini-task to develop regulations and proposals for the streets of the Tribeca neighborhood.

LMSM, Bus Management, New York, NY
Task Manager for a team of planners and subconsultants surveying existing bus movements and parking preferences during multiple field visits over two years. Led the effort to collect, compile and analyze data in order to provide NYCDOT with an understanding of bus behavior and recommendations for the future of bus parking in Lower Manhattan.
Denis Mani, AICP

Denis Mani brings strong analytical expertise to his transportation planning projects. In over ten years of experience in the field, he has helped clients design strategies that stand on sound evidence.

Working on projects in the US and globally, Denis has accrued more experience planning urban transit networks based on BRT systems, with over ten projects in his portfolio. To craft compelling narratives, Denis relies on advanced techniques for data analysis and interpretation. He has led teams developing customized digital tools, capable of addressing the toughest questions.

Denis is an expert on context-sensitive design, offering evidence-based advice that leads to success in a wide range of projects.

John F. Kennedy International Airport Terminal 4 Curb Management, Jamaica, NY
The operators of JFK’s new Terminal 4 hired Arup to conceive options for the curb management and wayfinding that would streamline the experience on both the drop-off and pick-up of passengers. Denis designed concepts and prepared alternatives considering different transport modes and their demand patterns at the curb.

Lower Manhattan Streets Management Framework, New York, NY
Advice on the update of current framework, that serves as a decision-making tool for street management. After the events of 11/09/2001, NYC developed a massive program qualification of Lower Manhattan. Advice was based on review of best practices and site observations.

Governors Island Mobility Study, New York, NY
In Spring 2017, the New York City Economic Development Corporation hired Arup to develop mobility strategies aimed at increasing public use and securing long-term tenants for Governors Island. Denis developed a suite of travel analysis tools for this project capable of assessing the impacts, needs and possible strategies, for different land use and development scenarios.

Crash Spatial Database for Vision Zero, New York, NY
Over the course of six months, Denis was seconded to the NYC, where he developed bespoke tools to expedite and increase reliability of crash data retrieval, over time and space, with the relevant databases provided by NYSDOT, NYPD and NYCDOT.
The toolbox put forward included functionalities to improve reporting, working with interactive maps.

**Eastern Rail Yards at the Hudson Yards, New York, NY**
Denis forecasted foot traffic volumes for the development on the West Side of Manhattan (over 2 million sqft). Analysis considered different visitor and dweller profiles, and was based on a spreadsheet-ground full 4-step model.

**I-495 Integrated Corridor Management, New York, NY**
Arup is the appointed consultant by the NYCDOT to advance the concept of operations for this multimodal, urban corridor crossing New York City. The ICM concept will reduce travel time variability and increase safety along this key corridor in NY.

**New NY Bridge Mass Transit Taskforce, Westchester and Rockland Counties, NY**
Arup advised a taskforce comprised of elected officials and other stakeholders on drafting a set of recommendations for transit development in the area of influence of The New NY Bridge along I-287. Denis analyzed socioeconomic and travel behavior data, and worked on the forecast of potential ridership for different alternatives.

**Woodhaven Boulevard BRT, Queens, NY**
Arup is leading the consultant design team for the Woodhaven Boulevard BRT project in Queens. At first, Denis worked with Synchro to analyze traffic flows, and developed custom tools to perform batch processing of vehicle counts, load balancing and interfacing with SimTraffic software.

**Manhattan Bridge Approach Redesign, New York, NY**
The Manhattan Bridge approach in Manhattan currently holds vehicles in very high priority, at the expense of good urban experience for pedestrians. Today, this area has heavy pedestrian use both on weekdays and weekends, and a new approach design is needed to better serve all users of this area. Denis developed traffic microsimulation models of the area, and assessed the impact of alternative designs that changed road configuration, signal timings and the bridge operational scheme.
Melissa Ruhl

Melissa Ruhl is a Transportation Planner specializing in emerging mobility trends. Her focus is on understanding the potential design and policy implications of autonomous vehicles, innovations in transit operations and mobility as a service applications, and smart city trends and opportunities. Her experience includes new mobility research, transit planning, transportation demand management, and complete streets design.

Melissa specializes in preparing today’s transportation networks for the needs and demands of tomorrow’s mobility possibilities.

Bay Area Core Capacity Transit Study, San Francisco, CA
The Core Capacity Transit Study identified, evaluated, and prioritized transit improvements and enhancements aimed at improving transit capacity to the San Francisco Core. A 24 month study, the effort was the first in the Bay Area to seek multi-agency transit solutions in the corridor. Melissa analyzed and visualized data from a wide variety of transit operators.

Autonomous Vehicles Strategy Report, San Francisco, CA
The Metropolitan Transportation Commission has commissioned Arup to research and write an Automated Vehicles Strategy Report to inform the upcoming Futures Process and the 2021 Regional Transportation Plan. This report will include description of priority strategies for the Bay Area to proactively address challenges and embrace opportunities that autonomous vehicles are likely to introduce. Melissa is serving as project manager.

“Future of” Series: New Mobility Street Design
Melissa is the project manager on a study to redesign 4th Street in San Francisco to accommodate autonomous vehicles. Using real data, real plans, and real projections, the project team applied three future scenarios to the study area’s traffic, parking, and curb demand. From this quantitative approach, the team created new designs for a 4th Street with autonomous vehicles.

MTC Future Mobility Research Program, San Francisco, CA
The Metropolitan Transportation Commission asked Arup to help them understand the ways in which autonomous vehicles may impact future travel behavior. Specifically, MTC seeks to understand how to better design their travel demand model to forecast possible futures. Melissa provided research and expert interview assistance with this effort.
Lafayette Downtown Congestion Study, Lafayette, CA
This study took a comprehensive look at how to deliver solutions that solve numerous transportation challenges in the City of Lafayette. Building on traditional data such as traffic counts, the study analyzed new “Big Data” sources from GPS navigation devices and cell phones that provide insight into travel patterns and the performance of the street network from a more granular yet systemic perspective. As the primary transportation planner for the project, Melissa supported the day-to-day project needs from data analysis to website design.

“Future of” Series: Driverless Impacts on Transit
This project posed the question: How might transit evolve as autonomous technologies advance? To explore the question, project researchers interviewed a variety of transit agency officials and other public transportation stakeholders on their vision for how transit can evolve. The project also included an interactive workshop for Arup transport planners and other interested participants. Melissa provided research and management assistance on this project.

“Future of” Series: Delivering a Driverless World
This project explores the built environment in a driverless world. The project includes expert interviews, design charrettes, and renderings that articulate the design thinking of the team and Arup’s global experts. Melissa researched and wrote a comprehensive literature review as part of the groundwork for this project.

Concord Corridors Study, Concord, CA
As part of implementing a green streets framework envisioned in its Downtown Specific Plan, the City of Concord asked Arup to prepare design guidelines and streetscape designs for three key corridors that connect residents and visitors with major downtown destinations. The study integrated and reconciled recent planning and engineering efforts to improve the vibrancy and appeal of Concord’s downtown. Melissa provided design and research analysis for the project.

Regional Mall Development, San Francisco Bay Area, CA
Arup provided support to a property owner to understand the transportation implications of redeveloping a shopping mall to a large mixed-use development. Arup’s efforts include providing transportation advice and trip, parking, and infrastructure design analyses. Melissa created a TDM program to enable a multi-modal transportation network for the development. She also helped develop a free on-demand shuttle service the developer planned to provide for the community.
OVERVIEW

Michael has used his expertise in transportation planning and public involvement to enhance the livability and economic vitality of urban areas across North America and Australia. His project experience includes transit studies, bike system design, bikeshare feasibility studies, pedestrian planning, and economic development plans. In addition to technical planning, he has extensive experience leading innovative and inclusive community engagement efforts. He is skilled at communicating complex technical analysis to a variety of stakeholders, including business groups, advisory committees, the press, elected officials, and members of the public. His Spanish language abilities work to include non-English speaking community members in the public process.

PROJECT EXPERIENCE

JOHN F. KENNEDY BOULEVARD SAFETY CORRIDOR STUDY | HUDSON COUNTY, NJ | 2018 – ONGOING
FHI is the lead consultant on the corridor study, which analyzes 13.5-miles of a high-volume arterial in Hudson County. As deputy project manager, Michael is responsible for leading four walk audits, three technical advisory committee meetings, six stakeholder interviews, and a public meeting. He also oversees the technical work, which includes analysis of crash data, multimodal connectivity, and recommendations for a safer corridor.

PEDESTRIAN ENHANCEMENTS PLAN | JERSEY CITY, NJ | 2017 - 2018
FHI was the lead consultant firm working with the City of Jersey City and the North Jersey Transportation Planning Authority to study how to make streets safer and more appealing for walking. Michael was the community engagement task lead for the project. The project included three pop-up events, six walkability workshops, nine demonstration projects, five technical advisory committee meetings, and online engagement. He incorporated the stakeholder feedback into the technical analysis to develop recommendations for short-term improvements and long-term capital projects to protect and enhance the pedestrian realm.

NJTPA INNOVATIVE PUBLIC OUTREACH | NORTH JERSEY | 2016-2017
Michael was the virtual outreach task lead on the North Jersey Transportation Planning Authority’s Regional Transportation Plan update. He led the development of live polling software and virtual open houses to create a fun and highly engaging planning process. He also coordinated and attended several pop-up events where he used polling software on tablets to engage community members. FHI was the lead consultant firm for this project.

PORTLAND STATE UNIVERSITY MARKET STUDY | PORTLAND, OREGON | 2012*
Michael managed the Portland State University Market Study, which included a study of area parking capacity, occupancy, and rates. The University District, located in Downtown Portland, has not added any new parking spaces in decades despite the addition of more than ten thousand students and hundreds of new housing units. This study, paired with the 2012 Transportation Update also managed by Michael, demonstrated how the existing capacity issues were being addressed through flexible parking passes and commuter programs.

REBUILD BY DESIGN HUDSON RIVER PROJECT | HOBOKEEN, NJ | 2015-2017
Michael coordinated the robust outreach effort to reduce the risk of flooding in Hoboken, Jersey City, and Weehawken, New Jersey. He coordinated meetings with three committees, including an executive steering committee, a technical coordination team, and a citizen advisory group. In addition to organizing public meetings, he maintained a stakeholder list and developed advertising for the meetings.

CAPITOL REGION COMPLETE STREETS | HARTFORD, CT | 2017-ONGOING
Michael serves as the community engagement task lead working with the Capitol Region Council of Governments to develop a plan and policy for a complete streets network in the Greater Hartford region. He is coordinating 12 pop-up events, two multi-day open planning studios, stakeholder meetings, community advisory committees, and technical advisory committees. He designs each event to collect meaningful input that will help the team incorporate feedback into the complete streets policy. At the first open planning studio, Michael led five focus groups and coordinated an expert panel featuring two national experts on complete streets policies. FHI is the lead consultant firm for this project.

HUDSON TUNNEL PROJECT | HUDSON COUNTY, NJ & NEW YORK CITY | 2016-ONGOING
The Federal Railroad Administration and NJ TRANSIT are jointly preparing an Environmental Impact Statement to evaluate the Hudson Tunnel Project, which aims to preserve the current functionality of the Northeast Corridor’s Hudson River rail crossing between New Jersey and New York. Michael serves as the Deputy Project Manager of the community engagement effort. He organized four public meetings, two scoping meetings, three hearings; he also contributes to the agency coordination efforts and maintains the project website.

FHWA POST HURRICANE SANDY TRANSPORTATION RESILIENCY STUDY | NORTHERN NJ, NY, AND CT | 2014-2016
MPOs and state departments of transportation in New York, New Jersey, and Connecticut came together to assess the vulnerability and resiliency of specific transportation assets to climate change and extreme weather events. Through a grant from the Federal Highway Administration (FHWA), FHI assisted the project team with transportation data collection and facilitation of several project guidance committee meetings and technical experts meetings. Michael helped with meeting coordination and meeting minutes.

NJTPA PUBLIC OUTREACH FOR REGIONAL TRANSPORTATION PLANNING | NORTHERN NJ | 2014
FHI was the lead consultant firm working with the North Jersey Transportation Planning Authority in collaboration with the Together North Jersey (TNJ) Consortium developing a coordinated, innovative approach for public outreach to support the development of both the NJTPA Regional Transportation Plan (RTP) update (Plan 2040) and the TNJ Regional Plan for Sustainable Development (RPSD). Together, these two plans guided and directed planning activities in the NJTPA region for land use, transportation, economic, and environmental/conservation initiatives in the future. Michael served as a project planner carrying out the public outreach strategies. These strategies included a public relations and media campaign that encompassed both traditional and social media elements. He coordinated pop-up outreach events at museums and helped with the translation of outreach materials.

ROUTES 1 & 9 AND I-278 MISSING LINKS | PORT AUTHORITY OF NEW YORK & NEW JERSEY | 2014
This project aimed to construct missing links between I-278 and Routes 1 & 9. The community had an opportunity to provide public input at a public meeting, where Michael facilitated the collection of comments, provided meeting minutes, and assisted in Spanish language translation.

GREATER NYACK BICYCLE & PEDESTRIAN MASTER PLAN | NYACK RIVER VILLAGES, NY | 2017-2018
FHI was the lead consultant on the bicycle and pedestrian master plan, which is developing key recommendations for three villages and two hamlets in Rockland County. Michael served as the deputy project manager and public involvement task lead on the project. His work included four steering committee meetings, two pop-up events, stakeholder interviews, and a public meeting.

*Prior to joining FHI
SUMMARY

Rachel Weinberger, Ph.D has over 30 years of transportation planning experience in the public and private sectors and in academia. An internationally recognized expert in sustainable transportation, she is trained in Urban Planning and Civil Engineering. Her specializations include travel behavior, land use transportation interactions, economic impacts of the transportation system, and parking policy. She is also known for her work in developing innovative and econometrically robust methods of studying transportation problems.

She has published extensively in the areas of transportation policy and travel behavior and has been invited to speak about her work in cities as disparate as Ahmedabad, Boise, Budapest, Guangzhou, Miami, Mexico City, San Francisco and Zurich. Weinberger holds the degrees M.U.P. from Hunter College; M.S. in Civil Engineering and Ph.D. in Urban Planning from the University of California, Berkeley.

EXPERIENCE

Weinberger & Associates (2016-present) – *indicates projects begun with Nelson\Nygaard Consulting Associates

- Atlanta Transportation Demand Management Study (2018-on-going): Subject Matter Expert. Central Atlanta Progress, the Atlanta Downtown Improvement District, is developing a TDM plan. Responsible for parking policy and regulatory recommendations, we are supporting another firm in this endeavor.

- Boston BRT Initiative Evaluation (2018): Project Manager, Technical Lead. The Barr Foundation has distributed several million dollars to explore and promote the idea of bus rapid transit in the Greater Boston Region. This project called for an evaluation of the funding and success of the project including recommendations for the foundation moving forward.

- Parking Blueprint, New York, NY (2016-2018*): Project Manager, Technical Lead. NYC Department of Transportation is developing a plan to guide their policy, planning, and operations approach to curb management and meter management across New York City.

- Ferry Feasibility and Local Concept Development, Borough of Carteret, NJ (2015-2018*): Project Manager, Technical Lead, Lead Author. This project called for a ferry feasibility analysis, development of competitive alternatives, a preliminary demand analysis and preliminary environmental scoping. The work led ultimately to creation of a Local Concept Development Report, consistent with NJTPA’s requirements for project inclusion in the long-range plan and funding.

- Transportation Performance Monitoring Arlington County, VA (2015-2017*): Project Manager, Technical Lead, Lead Author. This project required an intercept survey for parking and trip generation data collection, automated garage entry and exit counts, interviews with building managers and tenant interviews. At multiple mixed-use building sites. It also required a brief on each building site and an aggregate analysis of the residential sites to measure the impact of TDM measures.

- NYCDOIT Strategic Plan, New York, NY (2015-2016*): Project Manager, Research Analyst, Facilitator, Author. Given a set of agency objectives, the consultant team researched and developed a series of resource papers used by members of the Strategic Plan Working Groups.

- Campus Parking Analysis, Wilmington, NC (2017): Technical Lead. To support the Master Planning efforts at the University of North Carolina at Wilmington, this sub-component of the transportation plan inventoried existing parking supply, available usage data, and the University’s policies and objectives. As a result, comprehensive recommendations regarding policy and data deficiencies were adopted.
Rachel R.
Weinberger, PhD
Founding Principal

- **Understanding Changes in Youth Mobility, National (2015-2017)**: *Task Lead, Analytic Support.* This project, funded through the National Highway Cooperative Research Program, was undertaken to better understand travel behavior of the Millennial Generation. The relevant sub-task included changes in driver’s license acquisition among teenagers and young adults.

- **LaGuardia Airport Travel Demand Management, New York, NY (2016)**: *Project Manager, Technical Lead.* To ensure uninterrupted ground side access during the airport redevelopment, a series of TDM measures was developed. Measures were targeted in geographic markets, tailored to employees and air travelers, further differentiating among long-term or short-term travelers and people traveling for business or personal reasons.

- **All Transportation is Local, National (2016)**: *Technical Lead, Project Advisor.* Initiated as the Mayor’s Guide to Parking and TDM, the project team provided TransitCenter planners with a series of briefing papers covering transit supportive topics such as shared parking, universal transit passes, and use of transit overlay zoning. The final report provides technical information, examples of effective implementation, and guidance for local elected officials on how to implement the many initiatives outlined in the report.

- **Parking Cruising Caused Congestion, National (2016)**: *Project Manager, Co-Technical Lead, Lead Author.* For the U.S. Department of Transportation, the project team developed and implemented a strategy that used GPS trace data to understand cruising and to quantify the amount of cruising both in terms of trips affected and the extent of cruising.

**Nelson\Nygaard Consulting Associates Inc. Principal, 2013–2016**

- **Trip and Parking Generation at Transit-Oriented Development, National (2015-2016)**: *Project Manager, Technical Lead, Task Lead.* Responsibilities included developing and piloting the data collection methodology, protocols, and instruments used at all sites, developing the definition of TOD and selecting candidate sites for study, and performing the prototype data analysis.

- **Transit Supportive Parking Policies and Programs, National (2015-2016)**: *Project Manager, Technical Lead.* This TCRP Synthesis project reports on the findings of interviews with 30 transit operators and a comprehensive review of transit agency parking policies. It includes a review of academic and practice oriented literature.

- **Seattle Central Business District (CBD) Curbs Management, Seattle, WA (2014-2016)**: *Project Manager, Technical Lead for the Seattle Department of Transportation (SDOT) curb management study.* The project consisted of a comprehensive review of curb uses and functions, a reconciliation of the City’s modal master plans and creation of a decision framework and policies for curb use management and regulation.

**Sustainable Transport Consultant Independent, 2008-2013**

- Project and policy advising to various levels of government, including Federal Highway Administration; Dongguan, China Department of Urban Planning; City of Seattle Department of Transportation; Mexico City Ministry of the Environment (World Bank).

**University of Pennsylvania Assistant Professor, 2004–2012**

- Research projects covered social and demographic factors in travel behavior; land use transportation interactions; urban transportation; transportation economics, and sustainable travel. A frequent invited speaker, Rachel is the author of more than 50 journal articles, book chapters, and other publications.
Appendix D

DBE/WBE certifications
Dear Certification Applicant:

Your company has been certified as a Minority Business Enterprise and/or Women Business Enterprise (MBE/WBE) by The State of New Jersey. Your certificate is enclosed.

Your status in the New Jersey Selective Assistance Vendor Information (NJSAVI) database is assured. If you require any information in your company profile to be updated in the future, please let us know in writing at the above address, so that we can make the necessary changes.

Your MBE/WBE certification is valid for three years. On or before your third anniversary date, you must reapply for a 3-year period, submitting a completed application, and a check or money order in the amount of $100.00.

The MBE/WBE application can be downloaded from the link below:

http://www.nj.gov/njbusiness/contracting/

Annually the business must submit, not more than 20 days prior to the anniversary of the certification notice, an “Annual Verification Statement” in which it shall attest that there is no change in the ownership, revenue, eligibility or control of the business in accordance with NJAC 17:46-1.4.

The Annual Verification Form can be downloaded from the link below:

http://www.state.nj.us/njbusiness/contracting/documents/MBE%20WBE%20Annual%20Verification%20Form.pdf

Should you have any questions or need assistance, you may call the office at (609) 292-2146 between 9:00 AM and 5:00 PM, Monday through Friday.

Sincerely,

Small Business Registration & M/WBE/VOB Certification Services Unit
New Jersey Department of the Treasury
Division of Revenue & Enterprise Services

(Rev.) 04/13
CERTIFIED

under the
Small Business Set-Aside Act and Minority and Women Certification Program

This certificate acknowledges FITZGERALD & HALLIDAY INC is a WBE owned and controlled company, which has met the criteria established by N.J.A.C. 17:46.

This certification will remain in effect for three years. Annually the business must submit, not more than 20 days prior to the anniversary of the certification approval, an annual verification statement in which it shall attest that there is no change in the ownership, control or any other factor of the business affecting eligibility for certification as a minority or women-owned business.

If the business fails to submit the annual verification statement by the anniversary date, the certification will lapse and the business will be removed from the SAVI that lists certified minority and women-owned business. If the business seeks to be certified again, it will have to reapply and pay the $100 application fee. In this case, a new application must be submitted prior the expiration date of this certification.

Issued: December 13 2016
Certificate Number: 68714-15

Expiration: December 12, 2019

Peter Lowicki
Deputy Director
Appendix E

Schedule
City of Jersey City
Parking Management Plan

RFP #1901-002 | Cost Proposal | February 21, 2019

Primary Contact:
Margaret Newman, Principal
Arup USA, Inc
77 Water Street, New York, NY 10005
t: +1 212 897 1618
e: margaret.newman@arup.com

ARUP
## Fee Summary

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## Budgeted Fee by Firm

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<th>Mggtkar Neuman</th>
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<th>Venvarah Zing</th>
<th>Denlie Hnnt</th>
<th>Laywood Wnto</th>
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<th>Alex Van Ros</th>
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**NOTES:**
- This fee schedule is considered valid until June 30, 2020.
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<tr>
<td>TOTAL HOURS</td>
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<td>830</td>
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**NOTES:**
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<td>$1,127</td>
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**Notes:**
This fee appraisal is considered valid until June 30, 2020.
AGREEMENT

AGREEMENT made this ___ day of ____, 2019 between the CITY OF JERSEY CITY, a municipal corporation of the State of New Jersey ("City"), City Hall, 280 Grove Street, Jersey City, New Jersey 07302 and ARUP USA, INC. ("Arup" or "Consultant"), 77 Water Street, New York, New York 10005

WHEREAS, the City requires the services of a consultant to provide professional planning services for a City-wide Parking Management Plan; and

WHEREAS, the City may acquire these services pursuant to the competitive contracting provisions of N.J.S.A. 40A:11-4.1 et seq.; and

WHEREAS, the Municipal Council approved Resolution 18-1099 on December 19, 2018, authorizing the use of competitive contracting for this purpose; and

WHEREAS, a Request for Proposals (RFP) was issued by the City on January 8, 2019; and

WHEREAS, on February 21, 2019 the City received six proposals in response to the RFP; and

WHEREAS, a review committee appointed by the City’s Business Administrator pursuant to N.J.A.C. 5:34-4.3 reviewed the proposals and recommended that the contract be awarded to Arup; and

WHEREAS, Resolution approved on ____, 2019 authorized this Agreement between the City and Arup.

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

ARTICLE I
Purpose of Agreement

The purpose of this Agreement is for Consultant to provide the City with professional planning services for a City-wide parking management plan.

ARTICLE II
Scope of Services

1. Consultant shall perform for the City all the services as described in the City’s Request for Proposals (RFP) (Exhibit “A”), and the Consultant’s Proposal (Exhibit “B”), which are attached
The contract consists of this Agreement and the Contract Documents. This Agreement and the Contract Documents are intended to complement and supplement each other. In the event that there is a conflict or discrepancy between the provisions of this Agreement and the Contract Documents, the provisions of this Agreement shall govern over the provisions of the Contract Documents; the provisions of the City’s RFP shall govern over the provisions of the Consultant’s Proposal.

2. The contract term is fifteen (15) months effective as of the execution date of this Agreement by City Officials.

3. The scope of services to be performed shall not be materially different from, or more or less extensive, than those specified above unless such modifications are reduced in writing and signed by authorized representatives of the City and Consultant. Any modifications which increase the compensation of the Consultant shall require the prior authorization of the City.

ARTICLE III
Contractual Relationship

1. In performing the services under this agreement, Consultant shall operate and have the status of an independent Consultant and shall not act as an agent or employee of the City. As an independent Consultant, Consultant shall be solely responsible for determining the means and methods of performing the services described in the Scope of Services.

2. Consultant shall perform the services to be furnished under this Agreement with the degree of skill and care that is required by customarily accepted competent professional practices to assure that all work is correct and appropriate for the purposes intended.

ARTICLE IV
Compensation and Payment

In exchange for performing the services described in Article II herein, the Consultant shall receive a total contract amount not to exceed $299,696.00, including fees and expenses. Compensation shall be payable upon submission and verification of monthly invoices to the Division. Each invoice shall include a description of all services and materials for which the invoice is being submitted. Consultant understands that each invoice must be submitted to the governing body of the City for approval prior to payment. The governing body meets on the second and fourth Wednesdays of each month. The processing time for payment is approximately three (3) weeks.
ARTICLE V

Insurance

1. Consultant shall purchase and maintain the following insurance during the terms of this Contract:

   A. Comprehensive General Liability: including Premises Operations, Products Completed Operations, and Independent Consultant Coverages - covering as insured Consultant with not less than one million dollars ($1,000,000) per occurrence and two million dollars ($2,000,000) in the aggregate; including produced and completed operations coverage. The City of Jersey City, its agents, servants shall be named as additional insured.

   B. Professional Liability Insurance: covering as insured the Consultant with not less than two million dollars ($2,000,000). Professional liability insurance shall be kept in force until at least one (1) year after the expiration of this Agreement.

   C. Automobile Liability Coverage: covering as insured Consultant with not less than one million dollars ($1,000,000) combined single limit for Bodily Injury and Property Damage Liability, including non-owned Automobile Liability Coverage.

   D. Workmen's Compensation Insurance: New Jersey statutory limits and Employer's Liability in the amount of $1,000,000

   E. Error and Omissions Liability in the amount of $2,000,000 per occurrence and in aggregate.

2. Consultant agrees to procure and maintain insurance of the kinds and in the amounts hereinabove provided in insurance companies authorized to do business in the State of New Jersey, as rated in the Best Key Rating Guide for Property and Casualty covering all operations under this Contract.

   Consultant shall furnish the City certificates of insurance upon execution of this Agreement.

3. The insurance policies described in this Article shall be kept in force for the period specified below.

   All coverage should remain in effect for the term of the contract.
ARTICLE VI
Disputes

1. The City and Consultant agree that in the event of a dispute arising under the Agreement, whether involving law or fact or both, or extra work, or claims for additional compensation or claims for alleged breach of contract, the parties agree to the following:

   a) All such disputes shall be reported to the Business Administrator or his designee within 48 hours of commencement of such dispute. Consultant shall submit a detailed claim with such specificity to provide the Business Administrator with an intelligent basis for resolving the dispute.

   b) Any claim not presented within the time limit specified in this paragraph shall be deemed to have been waived except that if the claim is of a continuing character and notice of the claim is not given within 48 hours of its commencement, the claim will be considered only for a period commencing 48 hours prior to the receipt of the City of notice thereof.

   c) Each decision by the Business Administrator will be in writing and will be mailed to the Consultant by registered or certified mail, return receipt requested, directed to his last known address.

   d) If the Consultant does not agree with a decision of the Business Administrator, he shall in no case allow the dispute to delay the work, but shall notify the City promptly that he is proceeding with the work under protest.

   e) In the event of disputes involving non-monetary issues, the Business Administrator's decision shall prevail. The Business Administrator, in his decision, may conduct such fact finding as he deems necessary in order to resolve the decision.

ARTICLE VII
Termination

This Agreement may be terminated by the City pursuant to the provisions set forth in Section 3.5 of the RFP.

ARTICLE VIII
Arbitration

1. Any disputes or claims arising out of this agreement or breach thereof shall be decided upon a mutually agreed upon single arbitrator appointed in accordance with the rules of the American Arbitration Association. The Arbitrator shall be bound by the terms of this agreement.
and shall issue a written opinion explaining the reasons for this award.

2. A demand for arbitration shall be in writing no later than 5 days after the written decision of the City of Jersey City Business Administrator on any claim or dispute covered by this agreement.

ARTICLE IX
Indemnity

The Consultant agrees to indemnify, hold harmless and defend the City, its officers, agents, servants and employees as their interests may appear, from any and all liability including claims, demands, losses, costs, damages and expenses of every kind and description or damage to persons or property arising out of or in connection with or occurring during the course of this agreement where such liability is founded upon or grows out of the acts, errors or omissions of the Consultant, its officers, employees, agents or subcontractors. The Consultant will after reasonable notice thereof, defend and pay the expense of defending any suit which may be commenced against the City, its officers, agents, servants and employees as their interests may appear, by any third person alleging injury by reason of such carelessness or negligence and will pay any judgment which may be obtained against the City, its officers, agents, servants and employees as their interests may appear in such suit. In defending any suit, the Consultant shall not, without obtaining express written permission in advance from City’s Corporation Counsel, raise any defense involving in any way the immunity of the City or the provisions of any statute respecting suits against the City. The Consultant shall be required to provide all appropriate documentation demonstrating the compliance with indemnity requirements of the Contract to the City with the executed Contract.

ARTICLE X
Entire Agreement

1. This Agreement constitutes the entire agreement among the Cities and Consultant. It supersedes all prior or contemporaneous communications, representations of agreement, whether oral or written with respect to the subject matter thereof and has been induced by no representations, statements or agreements other than those herein expressed. No agreement hereafter made between the parties shall be binding on either party unless reduced to writing and signed by an authorized officer of the party sought to be bound thereby.

2. This agreement shall in all respects be interpreted and construed and the rights of the party thereto shall be governed by the laws of the State of New Jersey.
Consultant shall make no assignment nor transfer this Agreement or assign or transfer any part of the work under this Agreement without the written consent of the Cities. This Agreement shall be binding upon the parties hereto, their heirs, executors, legal representatives and assigns.

ARTICLE XII
Notice

All notices or other communications given hereunder shall be in writing and shall be deemed to be duly given if delivered to:

Robert Kakoleski  
City Business Administrator  
City Hall  
280 Grove Street  
Jersey City, NJ 07302

ARTICLE XIII
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 Consultant 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).

ARTICLE XIV
New Jersey Business Registration Requirements
The Consultant shall provide written notice to its subConsultants of the responsibility to submit proof of business registration to the Consultant.

Before final payment on the contract is made by the contracting agency, the Consultant shall submit an accurate list and the proof of business registration of each subConsultant or supplier used in the fulfillment of the contract, or shall attest that no subConsultants were used.

For the term of the contract, the Consultant and each of its affiliates and a subConsultant and each of its affiliates (N.J.S.A. 52:32-44(g)(3)) shall collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act on all sales of tangible personal property delivered into this State, regardless of whether the tangible personal property is intended for a contract with a contracting agency.

A business organization that fails to provide a copy of a business registration as required pursuant to section 1 of P.L. 2001, c. 134 (C.52:32-44 et seq.) of subsection e. or f. of section 92 of P.L. 1977, c. 110(C.5:12-92), or that provides false business registration information under the requirements of either of those sections, shall be liable for a penalty of $25 for each day of violation, not to exceed $50,000 for each business registration copy not properly provided under a contract with a contracting agency.

ARTICLE XV
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 Consultant either did not retain the services of a lobbyist to lobby on behalf of the Consultant for the award of this contract, or if a lobbyist was retained by the Consultant for such purposes, the Consultant’s lobbyist, prior to commencing his/her lobbying activities, filed a notice of lobbyist representative status form with the City Clerk. Any Consultant 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.

ARTICLE XVI
Certification of Funding
Pursuant to N.J.A.C. 5:30-5.5(d), the continuation of this Agreement 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 and in the subsequent fiscal year budget.

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

Attest: City of Jersey City

Robert Byrne, City Clerk

Brian Platt, Business Administrator

Attest: Arup USA, Inc.

RR
4-11-19
EXHIBIT A

ON FILE WITH PURCHASING AGENT
EXHIBIT B
ON FILE WITH PURCHASING AGENT
City of Jersey City, NJ
Department of Housing, Economic Development & Commerce
Division of City Planning

Evaluation of Pedestrian Enhancement Plan Proposals
April 11, 2019
Executive Summary
The City of Jersey City (City) received grant funding from the North Jersey Transportation Planning Authority (NJTPA) FY 2019-2020 Subregional Studies Program for $300,000 to prepare a Parking Management Plan. The purpose of the plan is to optimize the use of current parking supply and identify parking management strategies to inform zoning and policy regulations for future development.

The City issued a Request for Proposals (RFP) on January 8, 2019 to solicit proposals. On February 21, 2019, the City received six proposals in response to its RFP for a Parking Management Plan. The scores and rankings of the proposals appear below:

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<thead>
<tr>
<th>TOTAL SCORES &amp; RANKS</th>
<th>ARUP</th>
<th>JMT</th>
<th>KIMLEY HOORN</th>
<th>NELSON NYGAARD</th>
<th>SAM SCHWARTZ</th>
<th>STANTEC</th>
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<td>86</td>
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A Consultant Selection Committee, appointed by the City's Business Administrator, evaluated the proposals according to criteria established in the RFP. The Committee then interviewed the three top-scoring teams to determine the best candidate.

The proposal submitted by Arup USA, Inc. (Arup) was ranked highest by the greatest number of evaluators. The cost of the proposal will be $299,696.

In accordance with the statutes for competitive contracting (N.J.S.A. 40A:11-4.1 et seq), it is recommended that a contract be awarded to Arup to provide consulting services to develop the Parking Management Plan for the City.
Background
Competitive contracting (N.J.S.A. 40A:11-4.1 et seq) was employed to solicit proposals that would attract the best qualified solutions. The RFP was issued on January 8, 2019 and is attached as Appendix A. On February 21, 2019, the City received six responses to the RFP and the initial evaluation process began.

Introduction/Scope of Services
The City solicited proposals for a Parking Management Plan. The goal of the study is to optimize the use of current parking supply citywide and identify parking management strategies to inform municipal zoning and policy regulations for future development. The study will create a citywide parking inventory to assess current parking supply and demand and offer recommendations for improvement. The scope of services, as detailed in the RFP, consists of the following:

Task 1: Project Management
The Consultant project manager shall prepare and submit monthly progress reports and invoices, progress meeting agendas and minutes, and a detailed progress schedule to be maintained on a regular basis. City and consultant project managers, along with NJTPA, will participate in biweekly conference calls, a project kick-off meeting, up to five (5) interagency meetings, and up to three (3) stakeholder meetings.

Task 2: Outreach and Partnerships
The Consultant shall prepare a draft and final written outreach strategy at the beginning of the study that describes all meetings, tasks, and activities related to public outreach that includes details on Consultant responsibilities, number of meetings, purpose of meetings, and specific outreach techniques. Up to 5 Technical Advisory meetings, 3 Stakeholder meetings, and 8 public meetings are envisioned.

Task 3: Data Collection:
The Consultant shall meet regularly with the Technical Advisory Committee and Stakeholder Committee, and compile and synthesize all relevant data in order to assess current conditions, which will ultimately inform the comprehensive inventory, analysis and modeling of the data. This task will also include a review of relevant previously completed work. At the conclusion of this phase of work, a technical memorandum shall be prepared detailing the data collection process and findings.

Task 4: Data Analysis & Modeling
The Consultant shall create a spreadsheet-based Parking Model with a geographic display to be used for scenario-based parking demand analysis. This Parking Model will serve as a tool for forecasting parking demand and development of a parking plan based on analysis of multiple scenarios. The model will allow the user to modify factors within the model and understanding how this would change outcomes. This model shall provide insight into the supply and demand, the impacts of pricing on demand, as well as the extent and location of surplus and deficit. A technical memorandum shall be prepared summarizing the process and findings.

Task 5 Recommendations
The Consultant shall develop recommendations for Parking Management Plan related to both parking policy and parking infrastructure improvements. Recommendations should also include procedures and policies the City should implement to more effectively manage its parking supply, updates to zoning requirements, and identification of innovative parking management strategies to support the City’s development goals. This task will include development of an implementation strategy.

Task 6: Final Report and Final Deliverables
The Consultant will prepare a final report outline and table of contents for review prior to the drafting of a final report. The Final Report will include the following sections: Abstract, Executive Summary, Introduction, Methodology, Findings, Parking Inventory and Model, Recommendations of Management Strategies, and Implementation Plan, which shall include overarching actions or strategies and specific recommendations for common parking conditions. The Consultant will also prepare Posters, Study Materials, and PRIME data as the final deliverables for this study.
Interviews
Based on the results of the written evaluations, three Respondents (at the discretion of the evaluation committee) with the highest scores were then invited to make a presentation to the evaluation committee. Each firm was provided with an identical set of questions and instructions for the interview, as shown in Appendix D. The Committee judged the teams based on the quality of their written proposals and their ability to address the questions posed both before and during the interview.

Evaluation Committee
The evaluation committee consisted of the following four City employees and a representative from the North Jersey Transportation Planning Authority (NJTPA):

- Blythe Eaman, NJTPA
- Tanya Marione, Division of City Planning
- Mary Paretti, Division of Parking Enforcement
- Barkha R Patel, Division of Engineering
- Andrew Vischio, Division of Traffic & Transportation

Appendix B contains each committee member’s Certification of Non-Conflict of Interest, as required by the competitive contracting statutes.

Proposals received
A total of six proposals were received in response to the City’s RFP. They are listed below with the proposed costs over the contract period:

<table>
<thead>
<tr>
<th>Respondent</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Arup</td>
<td>$299,696</td>
</tr>
<tr>
<td>JMT</td>
<td>$299,985</td>
</tr>
<tr>
<td>Kimley Horn</td>
<td>$418,292</td>
</tr>
<tr>
<td>Nelson Nypaard</td>
<td>$299,868</td>
</tr>
<tr>
<td>Sam Schwartz</td>
<td>$285,803.90</td>
</tr>
<tr>
<td>Stantec</td>
<td>$235,789.49</td>
</tr>
</tbody>
</table>

Evaluation Process
The evaluation process consisted of the following steps:

- Initial independent review of proposals
- Committee meeting to discuss technical proposals and scores assigned to each
- Interviews with three highest scoring proposals
- Final review and submission of evaluation matrix
Summary of Proposals

There were six proposals submitted.

1. Arup submitted a proposal with Fitzgerald & Halliday and Weinberger & Associates as sub-consultants. The proposed total cost is $299,696. The proposal focuses largely on the delivery of a comprehensive parking model that can be used to better understand existing conditions and make strategic decisions based on community assets and needs. The team is highly qualified in the fields of parking policy, data collection and analytics. The technical approach embeds parking issues within a more holistic context of mobility and transportation. The proposal offers several innovative approaches to data collection. The team demonstrates a strong ability to successfully address all of the needs stated in the RFP.

2. JMT submitted a proposal with Mercer Planning Associates and Chance Management as subconsultants. The proposed total cost is 299,985. The proposal demonstrated a strong understanding of the scope of work though the proposal does not offer any details or suggestions on the kinds of recommendations the team may provide to the City in its final deliverables.

3. Kimley Horn submitted a proposal with ENGenuity Infrastructure and Tri-State Traffic and Data as subconsultants. The proposal total cost is $418,292. The team is highly qualified and demonstrates a strong understanding of the scope of work outlined in the RFP. The proposed cost to complete this study significantly exceeds the allocated budget, though the proposed approach in each task is comparable to the other proposals.

4. Nelson Nygaard submitted a proposal with McMahon Associates, Imperial Traffic & Data Collection, Street Plans Collaborative, and Equitable Cities. The proposed total cost is $299,868. The consultant team is highly qualified and has conducted similar plans in cities across the nation. The outreach strategy emphasizes innovative approaches and a focus on environmental justice populations. The team did not adequately answer questions related to the outreach strategy and final deliverables.

5. Sam Schwartz submitted a proposal with Techniquest Consultants as a subconsultant. The proposed total cost is $285,803.90. The proposal lacks a strong understanding of the scope of work. The data collection approach consists of conducting utilization surveys for eight different on and off-street parking typologies across the City. The team does not demonstrate previous experience with developing citywide parking management plans.

6. Stantec submitted a proposal with Stokes Creative Group, Imperial Traffic & Data Collection, and Weinberger & Associates. The proposed total cost is $235,789.49. The team has highly qualified and demonstrates a strong ability to address the needs stated in the RFP. There is a stronger emphasis on data collection than data modeling. The team did not adequately answer questions related to the parking model, outreach strategy.
**Evaluation Results**

The total scores and ranking assigned to the six proposals appear below:

<table>
<thead>
<tr>
<th>RAW SCORES</th>
<th>ARUP</th>
<th>JMT</th>
<th>KIMLEY HOORN</th>
<th>NELSON NYGAARD</th>
<th>SAM SCHWARTZ</th>
<th>STANTEC</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cost Proposal</td>
<td>97</td>
<td>88</td>
<td>35</td>
<td>93</td>
<td>92</td>
<td>87</td>
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<tr>
<td>Respondent Team Qualifications</td>
<td>93</td>
<td>72</td>
<td>88</td>
<td>92</td>
<td>65</td>
<td>89</td>
</tr>
<tr>
<td>Technical Approach</td>
<td>95</td>
<td>78</td>
<td>80</td>
<td>90</td>
<td>65</td>
<td>90</td>
</tr>
<tr>
<td>Understanding of Scope of Work</td>
<td>46</td>
<td>36</td>
<td>42</td>
<td>41</td>
<td>38</td>
<td>47</td>
</tr>
<tr>
<td>Creativity and Innovative Ideas</td>
<td>44</td>
<td>31</td>
<td>39</td>
<td>38</td>
<td>33</td>
<td>41</td>
</tr>
<tr>
<td>Schedule and Deliverables</td>
<td>46</td>
<td>43</td>
<td>41</td>
<td>43</td>
<td>38</td>
<td>45</td>
</tr>
<tr>
<td>Commitment to Diversity</td>
<td>35</td>
<td>39</td>
<td>39</td>
<td>45</td>
<td>31</td>
<td>46</td>
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<td>Total</td>
<td>456</td>
<td>387</td>
<td>364</td>
<td>442</td>
<td>362</td>
<td>445</td>
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<table>
<thead>
<tr>
<th>TOTAL SCORES &amp; RANKS</th>
<th>ARUP</th>
<th>JMT</th>
<th>KIMLEY HOORN</th>
<th>NELSON NYGAARD</th>
<th>SAM SCHWARTZ</th>
<th>STANTEC</th>
</tr>
</thead>
<tbody>
<tr>
<td>Blythe Eaman</td>
<td>88</td>
<td>80</td>
<td>77</td>
<td>85</td>
<td>81</td>
<td>86</td>
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<tr>
<td>Tanya Marione</td>
<td>98</td>
<td>91</td>
<td>78</td>
<td>96</td>
<td>83</td>
<td>96</td>
</tr>
<tr>
<td>Mary Paretti</td>
<td>89</td>
<td>60</td>
<td>58</td>
<td>86</td>
<td>55</td>
<td>87</td>
</tr>
<tr>
<td>Barkha R Patel</td>
<td>93</td>
<td>75</td>
<td>75</td>
<td>90</td>
<td>66</td>
<td>91</td>
</tr>
<tr>
<td>Andrew Vischio</td>
<td>88</td>
<td>81</td>
<td>76</td>
<td>85</td>
<td>77</td>
<td>85</td>
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<tr>
<td>Total</td>
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<td>171</td>
<td>155</td>
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<td>164</td>
<td>182</td>
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<tr>
<td>Averaged Total (out of 100)</td>
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<td>65</td>
<td>61</td>
<td>74</td>
<td>60</td>
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<tr>
<td>Rank</td>
<td>1</td>
<td>4</td>
<td>6</td>
<td>3</td>
<td>5</td>
<td>2</td>
</tr>
</tbody>
</table>

**Contract**

The Consultant Selection Committee recommends that Arup be awarded the contract to provide consulting services the City for the development of a Parking Management Plan. The term of the contract is 15 months, with a total contract amount of $299,696. The final products will be delivered to the City in May 2020. Deliverables will include a stand-alone parking inventory and parking model, technical memoranda, all materials developed during the study, and a final report with policy recommendations and an implementation strategy. The Plan will provide the City with a clear framework for parking management and tools to make policy decisions that will position the City favorably for future development and growth.
Appendix A: RFP (attached separately)
City of Jersey City
Department of Housing, Economic Development and Commerce
Division of City Planning

Request for Proposals

PROFESSIONAL PLANNING SERVICES:
PARKING MANAGEMENT PLAN

Issued: January 8, 2019

Submission Deadline: Tuesday, January 31, 2019 at 11 AM

Address all Proposals to:
Peter Folgado
Purchasing Agent
City of Jersey City
394 Central Avenue 3rd Floor
Jersey City, NJ 07307
# CITY OF JERSEY CITY

DEPARTMENT: HEDC
PURPOSE: PARKING MANAGEMENT PLAN

## REQUEST FOR PROPOSALS

DIVISION: PLANNING
DUE DATE: **01/31/2019**

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</tr>
</tbody>
</table>
1. SECTION 1: GENERAL INFORMATION & SUMMARY

1.1. Organization(s) Requesting Proposals
City of Jersey City
280 Grove Street
Jersey City, NJ 07302

1.2. Contact Person
Peter Folgado
Purchasing Agent
394 Central Avenue 3rd Floor
Jersey City, NJ 07307
(201) 547-5156

1.3. Procurement Process
This contract will be awarded using the competitive contracting provision of the Local Public Contracts Law (N.J.S.A. 40A:11-4.1 et seq.) which is considered a fair and open process under the "New Jersey Local Unit Pay-to-Play" Law, N.J.S.A. 19:44A-20.4 et seq.

Proposals will be evaluated in accordance with the criteria set forth in this Request for Proposals (RFP). The governing body of the City of Jersey City (City) will need to approve a resolution awarding a contract for the Program.

1.4. Contract Form
If selected to provide services, it is agreed and understood that the selected Consultant shall be bound by the requirements and terms contained in this Request for Proposals ("RFP") with regard to services performed, payments, indemnification, insurance, termination, and applicable licensing provisions.

It is also agreed and understood that the acceptance of the final payment by Consultant shall be considered a release in full of all claims against the City arising out of, or by reason of, the work done and materials furnished under this Contract. Due to the participation of federal funding through North Jersey Transportation Planning Authority (NJTPA) FY 2019-2020 Sub-Regional Study Grant Program, the contract, if awarded, is subject to federal, state, and local laws, rules, and regulations. Pursuant to federal 2 CFR Chapter I and Chapter II, Part 200, et al. Office of Management and Budget (OMB), the consultant contract for this study shall comply with federal procurement guidelines and cost principles.

1.5. Submission Deadline
Proposals must be submitted to, and be received by the City of Jersey City, Division of Purchasing, via mail or hand delivery, by 11:00 AM prevailing time on January 31, 2019.
1.6. Proposal Evaluation
Proposals will be evaluated based solely upon the Respondent’s written response in accordance with the criteria described in Section 6 of this RFP and, for selected Consultants, an oral presentation/demonstration if so requested by the City. Each evaluator will rank the proposals. The finalist whose proposal is considered the highest ranking by the City will be selected for the project.

1.7. Written Proposal
Prospective Consultants must submit a written proposal in a format specified by the City. The required format is detailed in Section 4.

1.8. Evaluation Committee
Proposals will be reviewed and evaluated by a committee of members appointed by the City’s Business Administrator and representatives from neighboring municipalities, the county, and agencies within the region, including the NJTPA. The proposals will be reviewed to determine if the Respondent has met the minimum professional, administrative, and subject areas described in this RFP. Pursuant to N.J.A.C. 5:34-4.3 et seq., the names of the individuals who serve as committee members shall not be publicly disclosed until the evaluation report is presented to the governing body.

1.9. Definitions
The following definitions shall apply to and are used in this Request for Proposals (RFP):

- "City" - refers to the City of Jersey City.
- "RFP" - refers to this Request for Proposals, including any amendments thereof or supplements thereto.
- "Respondent" or "Respondents" - refers to the interested persons and/or firm(s) that submit a Proposal.
- "Competitive Contracting" - refers to the process by which proposals are evaluated and contracts awarded, pursuant to N.J.S.A. 40A:11-4.1 et seq.
- "Consultant" - refers to the interested persons and/or firm that is awarded the contract.

1.10. Submission Address
All proposals should be sent to:

Peter Folgado Purchasing Agent
SECTION 2: INSTRUCTIONS TO RESPONDENTS AND STATUTORY REQUIREMENTS

2.1. Introduction and Purpose
The City is requesting proposals from qualified Respondents to develop a Parking Management Plan, as more particularly described herein.

2.2. Procurement Process and Schedule
This Contract will be awarded using the competitive contracting provisions of the Local Public Contracts Law, N.J.S.A. 40A:11-4.1 et seq., which is considered a "fair and open" process under the New Jersey Local Unit Pay-to-Play Law, N.J.S.A. 19:44A-20.2 et seq.

The City has structured a procurement process that seeks to obtain the desired results described above, while establishing a competitive environment to assure that each Respondent is provided an equal opportunity to submit a Proposal in response to the RFP.

Proposals will be reviewed and evaluated by a committee appointed by the Business Administrator, in accordance with the criteria set forth in Section 6 of this RFP, which will be applied in the same manner to each Proposal received.

The proposals will be reviewed to determine if the Respondent has met the professional, administrative, and subject areas described in this RFP.

Pursuant to N.J.A.C. 5:34-4.3(c)(2)(i), "the names of the individuals who serve as committee members shall not be publicly disclosed until the evaluation report is presented to the governing body."

The Committee reserves the right to conduct interviews and/or to request that Respondents make presentations and/or demonstrations, as the Committee shall deem applicable and appropriate.

The RFP process commences with the issuance of this RFP. The steps involved in the process and the anticipated completion dates are set forth in the Procurement Schedule below. The City reserves the right to, among other things, amend, modify or alter the Procurement Schedule upon notice to all potential Respondents.
Activity
issuance of Request for Proposals
receipt of Proposals
Award of Contract

Date
January 8, 2018
January 31, 2019
March 13, 2019

2.3. Communications regarding this RFP
All communications concerning this RFP or the RFP process shall be directed to the City's contact person via BidSync and must be received at least twelve (12) days before the RFP due date. Responses to all questions will be forwarded as addenda to all prospective Respondents who have provided contact information and posted on BidSync. It is the prospective Respondent's responsibility to provide accurate contact information.

2.4. Cost of Proposal Preparation
Each Proposal and all information required to be submitted pursuant to the RFP shall be prepared at the sole cost and expense of the Respondent. There shall be no claims whatsoever against Jersey City, its officers, officials or employees for reimbursement for the payment of costs or expenses incurred in preparing and submitting a Proposal or for participating in this procurement.

2.5. Proposal Format
Prospective Respondents must submit a written proposal in a format specified by the City. Proposals must cover all information requested in this RFP. Proposals which in the judgment of the City fail to meet the requirements of the RFP or which are in any way conditional, incomplete, obscure, contain additions or deletions from requested information, or contain errors may be rejected.

2.6. Withdrawal of Proposal
Proposals forwarded to the City before the time of opening of Proposals may be withdrawn upon written application of the Respondent who shall be required to produce evidence showing that the individual is or represents the principal or principals involved in the proposal. Once Proposals have been opened, they shall remain firm for a period of sixty (60) calendar days.

2.7. Entries on Required Forms
All prices and amounts must be written in ink or preferably machine-printed. Any changes, whiteouts, strikeouts, etc. in the proposals must be initialed in ink by the authorized person signing the proposal.

2.8. Familiarity with RFP Specifications
The Respondent understands and agrees that its Proposal is submitted on the basis of the specifications prepared by the City. The Respondent accepts the obligation to become
familiar with these specifications.

Respondents are expected to examine the specifications and related RFP documents with care and observe all their requirements. Ambiguities, errors or omissions noted by Respondents should be promptly reported in writing to the City’s contact person.

2.9. Addenda or Amendments
During the period provided for the preparation of Proposals, the City may issue addenda, amendments or answers to written inquiries. Those addenda will be noticed by the City and will constitute a part of the RFP. Each Respondent is required to acknowledge receipt of all addenda by executing and submitting with its Proposal the “Acknowledgment of Receipt of Addenda”. Failure to include the “Acknowledgement of Receipt of Addenda” with the Proposal shall result in the automatic rejection of the Proposal. All Proposals shall be prepared with full consideration of the addenda issued prior to the Proposal submission date.

2.10. Patents and Trademarks
In submitting its Proposal, the Respondent certifies that the goods and services to be furnished will not infringe upon any valid patent or trademark and that the successful Respondent shall, at its sole cost and expense, defend any and all actions or suits charging such infringement, and will save the City harmless from any damages resulting from such infringement.

2.11. Rights of the City
The City reserves, holds and may exercise, at its sole discretion, the following rights and options with regard to this RFP and the procurement process in accordance with the provisions of applicable law:

- To determine that any Proposal received complies or fails to comply with the terms of this RFP.
- To reject any and all responses and/or components thereof and to eliminate any and all Respondents responding to this RFP from further consideration for this procurement.
- To reject any Respondent that submits incomplete responses to this RFP, or a Proposal that is not responsive to the requirements of this RFP.
- To supplement, amend, or otherwise modify this RFP, without prior notice, or to otherwise request additional information.
- To waive any technical non-conformance with the terms of this RFP.
To change or alter the schedule for any events called for in this RFP upon the issuance of notice to all prospective Respondents who have received a copy of this RFP.

To conduct investigations of any or all of the Respondents, as the City deems necessary or convenient, to clarify the information provided as part of the Proposal and to request additional information to support the information included in any Proposal.

To suspend or terminate the procurement process described in this RFP at any time (in its sole discretion.) If terminated, the City may determine to commence a new procurement process or exercise any other rights provided under applicable law without any obligation to the Respondents.

The City shall be under no obligation to complete all or any portion of the procurement process described in this RFP.

Disposition of RFP

Upon submission of a Proposal in response to this RFP, the Respondent acknowledges and consents to the following conditions relative to the submission and review and consideration of its Proposal:

- All Proposals shall become the property of the City and will not be returned.
- All Proposals will become public information at the appropriate time, as determined by the City (in the exercise of its sole discretion) in accordance with law.

Required Documents

This document (Section 10) contains required administrative forms which must accompany all Proposals.

Open Public Records Act (OPRA) and Proprietary Information

Although item 2.12 indicates that all proposals will become public information, it is understood that OPRA contains exceptions for “Trade secrets and proprietary commercial or financial information obtained from any source” and “Information which, if disclosed, would give an advantage to competitors or bidders".

A Respondent may designate specific information as not subject to disclosure pursuant to the exceptions to OPRA found at N.J.S.A. 47:1A-1.1, when the Respondent has a good faith legal and or factual basis for such assertion. The City reserves the right to make the determination as to what is proprietary or confidential, and will advise the Respondent accordingly. The location in the proposal of any such designation should be clearly stated.
in a cover letter. The City will not honor any attempt by a Respondent to designate its entire proposal as proprietary, confidential and/or to claim copyright protection for its entire proposal. In the event of any challenge to the Respondent's assertion of confidentiality with which the City does not concur, the Consultant shall be solely responsible for defending its designation.

Therefore, prospective Respondents shall submit two (2) clearly marked versions of their proposals. One version is to be a complete version to be used by the City for evaluation. The second version should contain redactions of legitimate "trade secrets and proprietary commercial or financial information" and/or "information which...would give an advantage to competitors or bidders". This second version will be provided to persons submitting Open Public Records Act (OPRA) requests for information relating to this solicitation.

Failure to provide two clearly marked proposals will mean that the Respondent agrees that the single version provided does not contain trade secrets or proprietary information and may be released pursuant to OPRA requests.

2.15. Other Conditions Applicable to RFP

Upon submission of a Proposal in response to this RFP, the Respondent acknowledges and consents to the following conditions relative to the submission and review and consideration of its Proposal:

- The City may request Respondents to send representatives to the City for interviews.
- Respondent is required to comply with requirements of P.L. 1975, c. 127, the Law Against Discrimination and with N.J.A.C. 17:27-1.1 et seq., the Affirmative Action Rules.
- A Respondent responding to this RFP must indicate what type of business organization it is e.g., corporation, partnership, sole proprietorship, or non-profit organization. If a party is a subsidiary or direct or indirect affiliate of any other organization, it must indicate in its proposal the name of the related organization and the relationship. If a party responding to this RFP is a corporation, it shall list the names of those partners or stockholders holding 10% or more of the outstanding stock. If the party responding to this RFP is a partnership, it shall list the names of those partners owning 10% or more of the partnership.
- Section 7 of this document describes general terms and conditions. Section 8 of this document contains required administrative forms which must accompany all proposals. Exclusion of any required form is grounds for rejection of proposals.
2.16. Term of Contract

This contract will be awarded for a term of 15 months ("Base Term"). Consultant shall agree to provide such services as specified herein to the City for such prices as indicated in its Proposal for the entire term of the Contract. The date that the Consultant shall begin providing services is dependent upon the date the Contract is awarded by the City's Municipal Council. The Contract shall be awarded within 60 days of the date of receipt of proposals, unless an extension is requested by the City and agreed to by the Respondent(s). The Municipal Council meets on the second and fourth Wednesdays of each month. Contract is funded through a NJTPA Subregional Study Grant Program and work must be completed by June 30, 2020 and invoiced by July 15, 2020 to be eligible for reimbursement.

2.17. Lobbyist Disclosure Ordinance

The contract will be 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. The Consultant will be required to certify that the Consultant either did not retain the services of a lobbyist to lobby on behalf of the Consultant for the award of this contract, or if a lobbyist was retained by the Consultant for such purposes, the Consultant's lobbyist, prior to commencing his/her lobbying activities, shall have filed a notice of lobbyist representative status form with the City Clerk. The Successful Respondent 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.

3. SECTION 3: STUDY OVERVIEW

3.1. Addressing a Regional Need

Jersey City is the state's second most-populous city and a major regional destination for recreation, shopping, and work. As of 2015, the City provided 118,206 jobs, 93,537 of which were filled by non-Jersey City residents, and 24,669 by residents. The City experiences heavy congestion due to commuters travelling both to the City to access the Hudson River Waterfront and through the City to access Manhattan. Congestion in Jersey City affects the efficiency of the region's transportation network and the cost of these inefficiencies translates to declining economic competitiveness and quality of life. The NJTPA's RTP (Plan 2040) specifically references capacity issues during morning and afternoon peak congestion that take place on major corridors leading to bridge and tunnel crossings into New York City, several of which are located in Jersey City. Traffic mitigation benefits both local residents and regional visitors. As the City and Region's population continues to grow, mitigation of traffic congestion will be more and more
important. One strategy is to manage parking supply. A Parking Management Plan can address regional needs by encouraging smart growth, reducing use of motor vehicles in favor of alternate modes of transportation, increasing economic productivity by allowing more affordable, efficient and diverse land uses, and providing environmental benefits by reducing the amount of impervious surface.

3.2. Subregional Need

The City of Jersey City is the second-most populous city in New Jersey, with 247,597 residents and a population density of 16,736/square mile according to the 2010 US Census. Population has increased steadily with approximately 265,000 residents in 2017. The City is highly urbanized and well served by an established street grid and a multi-modal public transportation network.

5,600 new residential units have been constructed in the City since 2013, with approximately 12,000 units approved over the next 5 years and 14,000 additional units projected for the next 15 years. Furthermore, the amount of office space has increased steadily, making Jersey City the ninth largest downtown in the United States with more than 23 million square feet of office space (including space built, under construction and approved). This redevelopment has resulted in growth in resident and worker populations, a trend that is expected to continue and draw even more people to Jersey City in the coming years. NJTPA’s Plan 2045 projects between 2015 and 2045 a 42 percent increase in the City’s population and 24 percent increase in employment.

The City needs a comprehensive approach to identify appropriate parking regulations for existing anticipated future development, for various residential and commercial building types and neighborhood and business district contexts. Jersey City has eleven parking zones and over ninety redevelopment areas with varying parking requirements; however, there is currently no comprehensive parking management strategy nor database of parking requirements, supply, and demand. There is a need to examine whether existing parking resources and regulations are consistent with development goals through identification of the various factors that affect parking policy, including development density, proximity to mass transit, mix of land uses and other factors.

3.3. Study Goals and Objectives

The goal of this study is to optimize the use of current parking supply citywide and identify parking management strategies to inform municipal zoning and policy regulations for future development.

The primary objective of this study is to create a citywide parking inventory to assess current parking supply (surplus or deficit) and demand (met or latent). The parking inventory will catalog the existing supply of on and off-street, public and private
parking (and categorized whether constructed, under construction, approved, or proposed) along with characteristics such as occupancy rate, pricing, and use restrictions based on the latest development information. The inventory will also assess current residential parking zone objectives and regulations and offer recommendations for improvement.

This study will align with the goals in the Circulation Element of the City’s Master Plan to limit land dedicated to parking uses near transit stations and to encourage the use of public transit and active modes of transportation throughout the City. The study will also consider impacts of ride-sharing, ride-hailing, and autonomous vehicles on the City’s transportation network.

3.4. Scope Of Work and Deliverables

The Consultant shall be responsible for conducting the study throughout the City. The following is a list of recommended tasks for this project. These tasks may be considered a starting point for configuring tasks, but Respondents are encouraged to prepare proposals they consider to be the most appropriate to effectively, efficiently, and creatively accomplish the stated goals of the project and produce high quality deliverables. Note that although these tasks are presented below in sequential order, the consultant might find it beneficial to conduct work on different tasks in parallel, and may need to conduct work in a different order than presented below. In submitting cost proposals, budgets should be detailed for each specific task. The consultant shall conduct all of the following tasks outlined in the scope of work, unless otherwise specified.

All deliverables must be in a digital, industry-standard editable format to be approved by City staff and the NJTPA. All consultant work products shall be the property of the City and the NJTPA, and shall be conveyed to the City prior to final payment.

All accumulated data, including images, raw data from surveys, and derived GIS layers, will be provided to the City. All GIS data submissions will follow NJTPA’s Enterprise GIS documentation requirements, which is available at http://www.njpta.org/DataMap/GIS/NJTPAEnterpriseGIS.aspx.

The tasks and associated task deliverables described in the Scope of Work are a minimum. Respondents may include additional tasks and deliverables in the proposals where they deem appropriate.
Tasks & Deliverables

Task 1: Project Management

The study shall be conducted by the City of Jersey City with consultant support. The City’s Transportation Planner will be the liaison to NJTPA and manage day-to-day activities, which include consultant procurement, contract administration, and processing of consultant invoices. The City’s project manager will serve as a liaison between the Consultant and the NJTPA, the Technical Advisory Committee (TAC), stakeholders, and general public. Other work associated with this task will include providing guidance on all aspects of the study to the consultant, reviewing all consultant deliverables for quality and completeness, and the preparation and submission of the quarterly reports and any other documentation required by the North Jersey Transportation Planning Authority.

The Consultant shall designate a project manager who will report to the City and be responsible for managing the day-to-day activities of the Consultant team. The Consultant project manager shall establish an effective means of coordinating and reporting its activities with the City throughout the course of the project to ensure an expeditious exchange of information, and shall be responsible for the preparation and submission of meeting agendas and minutes, monthly progress reports, and invoices. A detailed project schedule (Gantt chart) shall be submitted at the kick-off meeting for City review and approval, and reviewed regularly during the course of the project to ensure the timely completion of the project. The Consultant shall submit digital copies of all reports in MS Word format, and will incorporate project manager, NJTPA and TAC comments, as appropriate. The Consultant shall be responsible for quality control of all interim and final deliverables. All deliverables shall be to a level of quality that meets generally accepted professional standards, and that is fit for use by end users, which may include City staff, NJTPA staff, elected officials and the general public. Final reports addressing all edits and comments from the project team, stakeholders and technical advisory groups is due to NJTPA for review by April 30, 2020. A reconciled final report...
addressing all NJTPA comments and all other deliverables are due to NJTPA by May 29, 2020. Contracts must be completed by June 30, 2020, which is the last day to incur costs.

**Task 1 Deliverables**

- Monthly progress reports and invoices, progress meeting agendas and minutes, and a detailed progress schedule to be maintained on a regular basis.
- Participation in biweekly project update conference calls, a project kick-off meeting, and up to five (5) interagency meetings.

**Task 2: Outreach and Partnerships**

The Consultant shall prepare a draft and final written outreach strategy at the beginning of the study that describes all meetings, tasks, and activities related to public outreach that includes details on Consultant responsibilities, number of meetings, purpose of meetings, and specific outreach techniques (e.g., meeting advertisement, meeting invitation preparation and dissemination, social media strategies).

Studies funded under the Subregional Studies Program require transparency and the active and substantive participation of the general public, with special attention paid to engaging historically underrepresented and non-English speaking communities. In keeping with the NJTPA’s approved Public Participation Plan and draft Public Engagement Plan (available at [https://www.njtpa.org/get-involved/public-engagement-plan](https://www.njtpa.org/get-involved/public-engagement-plan)), public outreach and engagement should be an integral part of, and occur concurrently with, the study tasks. Innovative public engagement methods are encouraged, such as conducting outreach at free community events (to reach people where they live, work, shop, and play) and including an online and/or social media participation option where possible to boost participation. In addition, public outreach efforts may include non-English translation services.

Technical Advisory and Stakeholder Committees shall help develop a shared vision for Jersey City, and identify specific goals and objectives to accomplish this vision. This visioning will build on the Jersey City Master Plan’s Circulation Element. Stakeholder and public outreach will be critical to the definition of the vision statement and the list of goals and objectives for the Parking Management Plan. Goals and objectives shall be
Identified for policy (parking management, updates to requirements and current operations related to parking enforcement, etc.), mobility (congestion mitigation, access, modal split, etc.), and economic vitality. It is anticipated that other goals and objectives may be identified for environmental sustainability, public health and equity.

Technical Advisory Committee

The City project manager shall convene the TAC, schedule meetings, and serve as the primary “point person” for the TAC. The schedule of meetings and distribution of meeting notices and associated materials to committee members will be handled by City project manager. The Consultant shall attend all TAC meetings and prepare meeting agendas, presentations, materials, and minutes. The TAC shall provide input and expertise from subject matter experts. This group shall consist of key professionals that represent the diverse functional areas that may impact this study, including the City Divisions of City Planning, Engineering, Traffic, Parking, and Commerce, Mayor’s Office, City Council, City Department of Public Works, Special Improvement Districts, NJTPA, Hudson County and Hudson TMA, and possibly other agencies such as NJDOT, NJ TRANSIT and the PANYNJ. The responsibilities of the TAC shall include, but not be limited to:

- Review and provide feedback on draft and final project interim reports and documents throughout the study.

- Identify stakeholders and partners associated with community outreach and participation for various public participation activities. Special consideration will be given to ensure the commitment and involvement of interested parties familiar with the City’s transportation network, environmental justice issues, and resident and business needs.

- Review the final recommended strategies.

- Ensure that the final report clearly identifies the implementation priorities along with agencies potentially responsible for each project hand-off and range of cost and general time frames for implementation.

Up to five (5) meetings for the Technical Advisory Committee are anticipated. The purpose of these meetings will be 1) introduction and presentation of data collection findings, 2) review of findings from ward meetings and parking model methodology, 3) demonstration and refinement of parking model, 4) presentation of initial recommendations, and 5) presentation of final deliverables.
Community Outreach Strategy

The Consultant shall draft and implement a community outreach strategy, which shall be reviewed and approved by the City project manager and the TAC. The community outreach strategy shall include:

Stakeholder Meetings and/or Presentations

The results of the study shall be presented at regularly scheduled meetings of various stakeholder groups, decision makers, and elected officials such as the Jersey City Planning Board and City Council. Study updates to these groups will be handled by the City project manager. Copies of the draft and final report and other related documents will be provided to stakeholder groups to gain feedback, develop a consensus on the prioritized recommendations of the study and increase awareness and support for its recommendations. The Consultant shall support these activities by providing project information and materials as needed. The Consultant should be prepared to attend up to three (3) of these meetings, upon request.
Public Meetings

Throughout the study, there will be opportunities for public input to guide the development of recommendations for the various phases of the study. The City will hold all public meetings in an ADA and transit-accessible facility. In accordance with federal requirements, attention will be given to notifying Environmental Justice populations (low income populations and minority populations), Limited-English-Profitency persons, the elderly, and people with disabilities of the meetings and reducing barriers to meaningful participation. Attention will also be given to ensuring participation by the local business community in each ward. It is envisioned that eight (8) public meetings will be held over the course of the study. Two (2) meetings of the general public shall be convened, and in order to focus on specific neighborhoods and topics, the consultant team shall attend one meeting in each of Jersey City's six (6) wards. Ward meetings shall be held near the beginning of the consultant effort. At these meetings, the consultant shall introduce the study and solicit input to identify the issues to be considered for analysis during the study. The two (2) general public meeting shall be held later in the study, at which the results of the detailed planning analysis and recommendations shall be presented. It is envisioned that the first general public meeting will be a charrette held during October, 2019. The second meeting targeted for February, 2020 will be a presentation of the draft plan, prior to presentation to the Jersey City Planning Board no later than April, 2020.

The first general public meeting will be held following Data Analysis and Review. This meeting will be structured as a workshop including a presentation of findings from Task 3, live demonstration of the Parking Model from Task 4 and interactive activities with different parking scenarios for public discussion. Participants will be able to interact with these scenarios and offer their comments and preferences. This information will help the Consultant create a set of parking management strategies that the City can realistically utilize.

The purpose of Public Meeting 2 will be to present the recommendations and implementation strategy. The Consultant shall also present a summary of Public Meeting 1. The second public meeting will be followed by a two-week public comment period. Where appropriate and feasible, public meeting materials will be made available to the public in advance of the public meeting. The consultant shall provide an alternate method, such as online survey or dedicated call-in number, to collect public input in addition to the ward meetings. A public comment period (anticipated two-week duration) will follow the second larger public meeting during which written comments may be submitted to the City project manager. Public comments shall be recorded in
meeting summaries and the final report. The comment period shall conclude prior to a presentation to the Planning Board in April, 2020.

Project Webpage

The Consultant, working with the City and the TAG, will develop materials to post to the City's existing official website. A webpage dedicated to the study will be created by the City on the existing website, which will serve as a repository for draft documents and materials, announce public meetings/events, and raise awareness of the purpose of the study and the importance of a parking study.

Task 2 Deliverables:

- Written outreach strategy
- Participation in up to five (5) meetings of the TAG, including preparation of presentation materials, handouts, and meeting minutes.
- Participation in up to three (3) stakeholder meetings, if necessary, including preparation of presentation materials, handouts, and meeting minutes.
- Participation in eight (8) public meetings, including preparation of presentation materials, handouts, and meeting minutes.
- Preparation of materials for website as requested (e.g., descriptive narrative, maps/graphics, fact sheets).
- Technical Memorandum that summarizes all outreach activities, methods, and comment or input received.

Task 3: Data Collection

Task 3.1 Methodology for Corridor Selection

This task will include a review of previously-completed related studies to avoid duplication of work and to determine opportunities to incorporate or expand prior recommendations and/or efforts. Existing data includes written parking requirements in the Jersey City Land Development Ordinance and 92 individual Redevelopment Plans, as well as parking zone boundaries, restrictions and regulations as codified by ordinance. GIS data of on-street parking zones are outdated and inaccurate. While previous work has followed the format of traditional supply/demand studies in specific parts of the City, this Plan will be citywide and allow integration of existing data along with new data into a
spreadsheet Parking Model to be used for scenario-based parking demand analysis in Task 4. Data review and analysis shall result in an understanding of the existing parking management practices (i.e. zoning, enforcement, and permitting), existing supply and demand, and needs based on parking surplus or deficit. The Consultant shall categorize data to understand these needs at the Ward level.

With assistance from the City project manager and members of the TAC, the Consultant shall compile and synthesize all relevant new and existing data in order to assess current conditions, which will ultimately inform the Parking Model. Data will include current parking supply (including type, occupancy rate, pricing, and user and time restrictions), Census data for demographics (including data related to low-income and minority populations), zoning and land use, general mobility information including a limited number traffic counts, mode choice, etc. Innovative approaches to data collection will be considered. Note that major regional highway construction projects on the Pulaski Skyway and Route 139 have skewed recent travel patterns.

The consultant will conduct an Environmental Justice assessment that will identify areas where low income, minority, and limited English proficiency populations live by block group or census tract. The assessment will compare the average of these factors at the block group level to the subregional and the NJTPA regional averages. Data sources for the Environmental Justice assessment should include the latest American Community Survey (ACS) 5 year data and may include the NJTPA GIS Environmental Justice portal.

Based on data collection, the Consultant shall create a geodatabase of the citywide parking supply, including a catalog of the data by ownership, number of spaces, use restrictions, occupancy, turnover, use duration, and any other relevant distinctions.

**Task 3 Deliverables:**

- Geodatabase of all data collected.
- Technical Memorandum 1 that summarizes Data Collection, which includes narrative text, mapping, and other graphics to describe relevant existing conditions, including inventory of parking supply and parking requirements, and an environmental justice assessment at the block group or census tract level.

**Task 4: Data Analysis & Modeling**

Building on the data collected in Task 3, the consultant shall create a spreadsheet Parking Model to be used for scenario-based parking demand analysis. This Parking Model will
serve as a tool for forecasting parking demand and development of a parking plan based on analysis of multiple scenarios. The model will allow the user to modify factors within the model, such as adding a parking garage, pricing, a new development, or changing the modal split, and understanding how this would change outcomes. This model shall provide insight into the supply and demand, the impacts of pricing on demand, as well as the extent and location of surplus and deficit.

It is anticipated that this study will involve the compilation of existing GIS datasets, the manipulation of existing GIS datasets (including street parking, surface lots, parking garages, parking zones, etc.), and the development of original GIS datasets, which shall be an iterative process with interim and final deliverables. GIS management will be the responsibility of the Consultant. GIS datasets and mapping applications will be required to be developed and submitted using the data standards and file documentation procedures described in the NJTPA’s EGIS User Manual.

The purpose of this task is to depict the spatial relationship between parking and land use, the traffic impacts to a few key roadway corridors to the city or that connect between sections of the city to gain an understanding of the major factors causing parking inefficiencies throughout the city (including, but not limited to, inconsistent zoning requirements, walking distance between parking facility and destination, user perception, and pricing) and a set of recommendations on how the City may intervene.

**Task 4 Deliverables:**

- Spreadsheet based Parking Model with geographic display, and accompanying summary and user guide
- Travel Demand Model for a few key roadway corridors in and out of the city and between sections of the city.
- Technical Memorandum 2 that summarizes Data Analysis & Modeling task, including narrative text, mapping, and other graphics. Summary of comments and recommendations from Public Meeting 1. Consultant shall identify common themes amongst the recommendations and opportunities to group broader policy or infrastructure recommendations.

**Task 5: Recommendations**

Based on the data collection, modeling, and comments from the TAC, stakeholders and the public, the Consultant shall develop recommendations for Parking Management Plan related to both parking policy and parking infrastructure improvements. This task may
entail vetting information with pertinent agencies or authorities through one-one-one meetings, if necessary. Recommendations should address exiting residential parking zones and include procedures and policies the City should implement to more effectively manage its parking supply, updates to zoning requirements, and identification of innovative parking management strategies, such as shared parking, fee-in-lieu of parking, dynamic pricing, and remote parking, to support the City’s development goals. This task will include development of an implementation strategy that includes an order of magnitude cost estimate, timeframe, potential implementing agency, and potential funding sources. Recommendations shall relate to study goals and objectives and articulate impact to quality of life for residents and the local businesses. Environmental Justice impacts shall also be provided.

**Task 5 Deliverables:**

- Technical Memorandum 3 that summarizes overarching recommendations related to both infrastructure and policy; Summary of Public Meeting 2 and public comments.

**Task 6: Final Report and Final Deliverables**

The Consultant will prepare a final report outline and table of contents for review prior to the drafting of a final report. Once approved, the consultant will prepare a draft final report, which will be comprised of the following sections: an Abstract, Executive Summary, Introduction, Methodology, Findings, Parking Inventory and Model, Recommendations of Management Strategies, and Implementation Plan, which shall include overarching actions or strategies and specific recommendations for common parking conditions. The Parking Inventory and Model section should include recommendations for maintenance. The final report shall draw from the deliverables of the previous tasks, and individual reports for the public meetings shall be included in the final report appendices. The document will identify existing local, state, and federal funding resources available to advance recommendations within the report. The Consultant shall revise the draft final report per comments from the public, TAC, stakeholders, NJTPA staff, and the City project manager in order to produce the final report.

In addition to providing electronic copies of the final report to municipal officials, the final report will be distributed to the City Council, members of the TAC, and stakeholders. The report will also be made available to members of the public via electronic download from the City website.

**Posters:** The Consultant shall prepare six 36” x 48” posters that summarize the findings for each ward. Posters shall be mounted on foam core board and contain text, images,
and graphics to convey needs as identified by the public comment and data, as well as findings and recommendations. The City intends to use these posters after study completion to educate the public and to advocate for the implementation of recommendations.

**Task 6 Deliverables:**

- Final Report Outline and Table of Contents
- Draft Final and Final Report PowerPoint Presentation: The Consultant shall prepare a PowerPoint presentation that includes graphic oriented slides, demonstration of the parking model and accompanying presentation notes or script.
- Six (6) 36" x 48" posters mounted on foam core board
- Study Materials: The Consultant will provide digital and hard copies of all presentation materials developed during the project; the final report will follow NJTPA reporting guidelines. All data, including images, raw data from surveys, derived GIS layers, will be provided to the City of Jersey City. All Consultant GIS products will follow the procedures described in the NJTPA's EGIS User Manual, specifically Appendix U3 – EGIS Quality Assurance Program.
- Entry of Study Findings into PRIME: All findings and recommendations from the study shall be organized and entered into PRIME, the NJTPA's planning information management system, in accordance with PRIME requirements. Information about PRIME is available on the NJTPA's PRIME web page at www.njtpa.org/PRIME that contains PRIME User Guide (user manual), PRIME Quick Start Guide (basic instructions and best practices), PRIME Frequently Asked Questions (FAQs) pages, PRIME Glossary (PRIME system terminology), and introduction and How-To Videos.
### 3.4.1. Schedule/Project Timeline

It is expected that the selected consultant will begin work on the project in March 2019. All work on the required tasks shall begin when the City issues a notice to proceed after the City Council awards the contract. Below is the required timeline:

<table>
<thead>
<tr>
<th>Months</th>
<th>Task</th>
<th>Anticipated Percentage of Total Consultant Hours</th>
</tr>
</thead>
<tbody>
<tr>
<td>1-15</td>
<td>Task 1 — Project Management, Progress Reports, Website</td>
<td>10%</td>
</tr>
<tr>
<td>2-14</td>
<td>Task 2 — Outreach &amp; Partnerships</td>
<td>15%</td>
</tr>
<tr>
<td>2-8</td>
<td>Task 3 — Data Collection</td>
<td>10%</td>
</tr>
<tr>
<td>8-11</td>
<td>Task 4 — Data Analysis &amp; Modeling</td>
<td>30%</td>
</tr>
<tr>
<td>12-14</td>
<td>Task 5 — Recommendations</td>
<td>15%</td>
</tr>
<tr>
<td>13-15</td>
<td>Task 6 — Final Report and Final Deliverables</td>
<td>20%</td>
</tr>
</tbody>
</table>

The project schedule must allot ample time for the review of deliverables by Jersey City staff, Steering Committee, and/or general public and consultant revisions in response to comments. While deliverables are being reviewed, it is expected that the Consultant will continue work where appropriate.

All work on this PROJECT (including final invoicing) must be complete before June 30, 2020, however, a compressed timeline that accomplishes, at a minimum, all tasks described in this RFP is preferred.

### 3.5. Monthly Reports and Invoices

The consultant must submit a progress report and invoice at the end of each month. Invoices must include the hourly rate, hours billed per task, and total invoiced amounts for each employee that works on the project. Rates, hours per employees, and hours per task shall be in accordance with the Technical Proposal and contract. Time sheets or certified payroll will serve as proof of hours charged to invoices, and receipts must be provided as proof of direct expenses. Invoices must be submitted in the specified format for payment. Failure to submit invoices in the specified format may delay payment. The final invoice must be submitted June 30, 2020. All claims for cost overruns will be denied.
4. SECTION 4: WRITTEN PROPOSAL FORMAT

Proposals must address all information requested in this RFP. Proposals which in the judgment of the City fail to meet the requirements of the RFP or which are in any way conditional, incomplete, obscure, contain additions or deletions from requested information, or contain errors may be rejected.

4.1. Mandatory Content

Each proposal submitted must contain the 11 sections described below:

- Title Page
- Table of Contents
- Summary Statement
- Statement of Qualifications
- Project Scope of Work
- Project Approach
- Project Timeline
- Schedule of Deliverables
- Schedule of Meetings & Presentations
- City Responsibilities
- Assumptions
- References
- Cost Proposal

Title Page

The proposal shall include a title page, which identifies the project, the name of the Respondent firm, name of the Respondent’s primary contact with contact’s address, telephone number, fax number and email address.

Table of Contents

The Respondent's proposal shall include a Table of Contents, which lists the titles and page numbers for each major topic and sub-topic contained in the proposal.

Summary Statement

The proposal must contain an opening statement of no more than two pages that summarizes how the Respondent or Respondent team will accomplish the goals of the study and the roles and qualifications of the consultant firm and the members of the consultant team.

Statement of Qualifications

The proposal must include the general qualifications and experience relevant to this study for each organization on the Respondent’s team. Jersey City recommends that prospective
consultant firms partner with other firms in order to meet the needs of this project. This consultant contract, financed in part with federal funds, is subject to Title 49, Part 26, Code of Federal Regulations (49 CFR 26) entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs." For studies drawing on federal funding under a NJTPA grant, the DBE/ESBE participation goal shall be at minimum 12.44% (see attached "DBE and ESBE Participation" provisions for further details). Refer to Appendix K for DBE requirements.

The proposal must identify all organizations and individuals within the organizations who will participate on the consultant team and include the qualifications of both the consultant firm(s) and resumes of all assigned staff. Any samples of prior work included in the proposal must be the work product of the specific proposed team members. Generic firm project descriptions by professionals not proposed to be part of the project team are unacceptable. The proposal must describe the tasks to be performed by each individual on the consultant team and the amount of time that each person will contribute to the total time spent on the study. Any requests for substitutions to the assigned staff must be placed in writing and will be subject to approval by Jersey City's project manager for the study and the NJTPA. In addition, this section of the proposal must include:

An organizational chart showing the reporting and reviewing relationships of all participants in the consultant team

The name of the Disadvantaged Business Enterprise(s) and/or Emerging Small Business Enterprise(s), the firm's DBE or ESBE certification, participating staff from the DBE and/or ESBE, and specific tasks to be performed by the DBE and/or ESBE (and/or documentation of good faith efforts)

The contact information, including name, title, street and mailing addresses, telephone, fax, and e-mail and website addresses for the lead members of each firm or organization of the consultant team

The name and contact information for a consultant team project manager/principal contact with a description of a plan for day-to-day communications between consultant team project manager and Jersey City project manager.

A description of the consultant team's Quality Control/Quality Assurance procedures
Certification of the availability of professional and technical staff during the life of the project.

**Project Scope of Work**

The proposal must include a Scope of Work and project timeline that shows major milestones, not longer than 10 pages, detailing how, at a minimum, all tasks described in the Scope of Work...
consultant firms partner with other firms in order to meet the needs of this project. This consultant contract, financed in part with federal funds, is subject to Title 49, Part 26, Code of Federal Regulations (49 CFR 26) entitled “Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.” For studies drawing on federal funding under a NJTPA grant, the DBE/ESBE participation goal shall be at minimum 12.44% (see attached “DBE and ESBE Participation” provisions for further details). Refer to Appendix K for DBE requirements.

The proposal must identify all organizations and individuals within the organizations who will participate on the consultant team and include the qualifications of both the consultant firm(s) and resumes of all assigned staff. Any samples of prior work included in the proposal must be the work product of the specific proposed team members. Generic firm project descriptions by professionals not proposed to be part of the project team are unacceptable. The proposal must describe the tasks to be performed by each individual on the consultant team and the amount of time that each person will contribute to the total time spent on the study. Any requests for substitutions to the assigned staff must be placed in writing and will be subject to approval by Jersey City’s project manager for the study and the NJTPA. In addition, this section of the proposal must include:

An organizational chart showing the reporting and reviewing relationships of all participants in the consultant team

The name of the Disadvantaged Business Enterprise(s) and/or Emerging Small Business Enterprise(s), the firm’s DBE or ESBE certification, participating staff from the DBE and/or ESBE, and specific tasks to be performed by the DBE and/or ESBE (and/or documentation of good faith efforts)

The contact information, including name, title, street and mailing addresses, telephone, fax, and e-mail and website addresses for the lead members of each firm or organization of the consultant team

The name and contact information for a consultant team project manager/principal contact with a description of a plan for day-to-day communications between consultant team project manager and Jersey City project manager.

A description of the consultant team’s Quality Control/Quality Assurance procedures

Certification of the availability of professional and technical staff during the life of the project.

Project Scope of Work
The proposal must include a Scope of Work and project timeline that shows major milestones, not longer than 10 pages, detailing how, at a minimum, all tasks described in the Scope of Work
section of this RFP are to be completed. The proposed format of public meetings should be described.

**Project Approach**
A general discussion of the approach the Respondent is proposing should be contained in this section. The Respondent should state what it believes to be the primary objectives for each of the five tasks and the Final Report, and how its scope of work achieves those objectives.

**Project Timeline**
The project timeline should indicate major milestones and the percentage of time each task represents.

**Schedule of Deliverables**
(All work must be complete by June 30, 2020.)
The proposal must include a table that defines and describes the deliverable(s) (work products) associated with each task and subtask and the anticipated date of submission of each task deliverable in terms of weeks from project initiation. All final products must be submitted in electronic and hard copy versions. The proposal must state the specific formats for each task deliverable. (Microsoft formats, Adobe PDFs, and ArcView are preferred.) Jersey City staff will approve the format for all deliverables. All modeling and GIS data shall be to City and NJTPA standards. A draft report for TAC/SAC review should be complete by March 31, 2020. A final report should be complete by April 30, 2020 for NJTPA review. A final reconciled report and all deliverables are due by May 29, 2020. All final edits and all work complete by June 30, 2020.

**Schedule of Meetings & Presentations**
The proposal must include a table that shows all progress update meetings and meetings of the Steering Committee and general public. The proposal should indicate the number of presentations to governing bodies anticipated/budgeted.

**City Responsibilities**
The proposal must include discussion of the Respondent’s assumptions of the responsibilities of the City of Jersey City. This section should describe in detail what Jersey City should accomplish in order for this effort to succeed.

**Assumptions**
In this section, list other assumptions or qualifying statements that relate to the proposal or project.

**References**
Please provide the contact information for three references, outside Jersey City staff, associated with prior relevant work by the consultant team or its lead members. At least one reference
should be from the public sector. At least one reference should be from an individual who has
worked directly with the lead consultant team's project manager within the last 5 years.

Cost Proposal
The City of Jersey City is seeking a cost plus fixed fee proposal for the Scope of Work. The
consultant will be paid on a cost reimbursement basis for costs incurred, up to a fee not to
exceed the total budget determined by the City. To be eligible for reimbursement, costs must be
in accordance with federal cost principles. Respondents must submit a cost proposal itemized
by each major task in the Scope of Work, which is inclusive of all expenses.

The Respondent must submit a cost proposal that is separate from the technical proposal. The
Respondent must submit the following:

- firm's name and the project name for which the schedule applies
- date of submission
- a list of all personnel working on the study, including sub-consultants, with job titles
- the hours per task for each employee
- the hourly wage rate for each employee
- the effective date of hourly wage rates
- identification of DBE/ESBE firm(s) on the consultant team (a minimum of 12.44% of the total
  budget must be allocated to the DBE/ESBE firm(s) or documentation of good faith efforts
  will be required to be submitted)
- overhead rate
- other direct expenses
- fee (or profit; this is a negotiated percentage of the sum of direct salary plus overhead)
- the length of time that the cost appraisal is considered valid

1. SECTION 5: PROPOSAL SUBMISSION REQUIREMENTS
The following are general terms and conditions which may or may not be explained
elsewhere in this RFP.

1.1. Number of Copies
Respondents must submit one softcopy version (PDF only) on CD and three hard copies
of their Proposals:

- Signed original (full)
- Copy of full original (unbound for scanning and distribution)
- Redacted (unbound for scanning and distribution per OPRA)

Review Item 2.14 for guidelines on NJ's Open Public Records Act (OPRA) and proprietary
information. If proposal contains no proprietary information, it is not necessary to submit
redacted copy.
1.2. Proposal Media
Please note that the City will not be responsible for CDs or softcopy files which cannot be opened, and that this may be grounds for rejection.

Responses should be complete and comprehensive. Elaborate bindings or literature are not necessary, but all documentation must be clear and legible. Poor quality copies of materials may be rejected.

1.3. Proposal Format
To facilitate a timely and comprehensive evaluation of all submitted Proposals, it is essential that all Respondents adhere to the required response format. The City requires a standard format for all Proposals submitted to ensure that clear, concise, and complete statements are available from each Respondent in response to requirements. The required format is detailed in Section 4.

The City is not under any obligation to search for clarification through additional or unformatted information submitted as a supplement to the formatted response. Where a Proposal contains conflicting information, the City at its option may either request clarification or may consider the information unresponsive.

1.4. Proposal Length
The exact presentation and layout format of Proposals is up to the discretion of the Respondent, however a Written Proposal (Section 4) of under 25 pages is strongly suggested. Each Proposal and all required forms must be signed in ink by a person authorized to do so.

1.5. Proposal Deadline
Proposals must be received by 11:00 AM on January 31, 2019 at the Purchasing Division, 394 Central Avenue, 3rd Floor, Jersey City, NJ 07307.

1.6. Delivery of Proposals
It is the Respondent's responsibility that Proposals are presented to the City at the time and at the place designated. Proposals may be submitted in person, or may be sent by U.S.
2. SECTION 6: EVALUATION CRITERIA

2.1. Evaluation Methodology

Proposals will be evaluated by a committee of members appointed by the City's Business Administrator. Each evaluator will score the written Proposals and rank the Respondents.

The selected Consultant team should have expertise in the following areas:

1. excellent written and oral communication skills
2. transportation planning and engineering and urban design for a highly-urbanized environment
3. parking strategic planning and management
4. parking policy
5. public outreach

The day-to-day project manager for the Consultant team must demonstrate subject matter expertise. New Jersey Professional Planner (PP) license and/or American Institute of Certified Planners (AICP) certification and/or Professional Engineering (PE) experience are preferred.

2.2. Evaluation Matrix

A consultant-selection committee will evaluate all proposals based on the following criteria and weights:
2.3. Written Response Evaluation
For each of the above written response criteria, the committee will determine the extent to which the requirements are fulfilled with 100 being the highest possible score. Each evaluator will then rank the Respondent by total score.

2.4. Final Evaluation and Report Committee
The City will select the most advantageous Proposal Statement based on the all of the evaluation factors set forth in this RFP, and make the award in the best interest of the City. The Respondent whose Proposal is ranked highest among the greatest number of evaluators will be selected for the project. The maximum score for the written Proposal will be 100 points. Each Proposal must satisfy the objectives and requirements detailed in this RFP. The City will prepare a report listing all Respondents who submitted Proposals, ranking them in order of evaluation, and recommending the selection of a Consultant, indicating the reasons why the Consultant was selected, and detailing the terms, conditions, scope of services, fees and other matters to be incorporated into the Contract.

2.5. Contract Award
A contract will be awarded pursuant to N.J.S.A. 40A:11-4.1 et seq. and N.J.A.C. 5:34-4.1 et seq. (Competitive Contracting Law and Regulations). The Municipal Council will vote to accept the Proposal of a Bidder within 60 days of the receipt of Proposals, except that the Proposals of any Respondents who consent thereto, may, at the request of the City, be held for consideration for such longer period as may be agreed.

2.6. Executing Contract
The Consultant whose Proposal is accepted will be required to execute four (4) copies of the Contract and deliver insurance certificates to the City within ten (10) days after notice of acceptance.
The rights and obligations provided for in the Contract shall become effective and binding upon the parties only with its formal execution by the City. Any services delivered prior to said execution of Contract shall be at the Consultant’s risk.

3. SECTION 7: GENERAL TERMS AND CONDITIONS

The following are general terms and conditions which may or may not be explained elsewhere in this RFP.

3.1. Original/Authorized signatures

Each Proposal and all required forms must be signed in ink by a person authorized to do so, and notarized with a raised seal, where applicable.

3.2. Equal Opportunity/Affirmative Action Requirements

Respondents are required to comply with the provisions of N.J.S.A. 10:5-31 and N.J.A.C. 17:27 et seq. No firm may be issued a contract unless it complies with these affirmative action provisions. The Mandatory Equal Employment Opportunity/Affirmative Action Language for Goods, Professional Services and General Service Contracts, Exhibit A summarizes the full required regulatory text. Goods and Services (including professional services) Selected Consultant(s) shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

a) A photocopy of a valid letter that the Consultant is operating under an existing Federally approved or sanctioned affirmative action programs (good for one year from the date of the letter); or

b) A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4; or

c) A photocopy of an Employee Information Report (Form AA302) provided by the Division and distributed to the public agency to be completed by the Consultant, in accordance with N.J.A.C. 17:27-4.

The Respondent’s attention is also called to Section 8 of this document which contains the required information and forms. For information on EEO/AA requirements and forms only, please contact:

Jeana Abuan
Supervising Administrative Analyst, Public Agency Compliance Officer
Department of Administration/Office of Tax Abatement & Compliance
13 Linden Avenue East, Jersey City NJ 07305
Tel: 201-547-4538
E-mail Address: abuani@jcnl.org
3.3. Business Registration Certificate

P.L. 2004, c. 57 (Chapter 57) amends and supplants the business registration provisions of N.J.S.A. 52:32-44 which impose certain requirements upon a business competing for or entering into a contract with a local contracting agency whose contracting activities are subject to the requirements of the Local Public Contracts Law (N.J.S.A. 40A:11-1 et seq.).

Respondents are required to comply with the requirements of P.L. 2004, c. 57 (Chapter 57) which include submitting a copy of their Business Registration Certificate (BRC), issued by the NJ Department of the Treasury. Proof of Business Registration Certificate must be provided prior to the time of project award or authorization.

3.4. Clarification of RFP

Should any difference arise between the parties as to the meaning or intent of these instructions or specifications, the City's designated contact person's decision shall be final and conclusive.

3.5. Termination for Cause or Convenience

Notwithstanding this provision (or any other terms of this Subcontract), Contractor reserves the right to issue an immediate stop work order notice to Subcontractor upon receipt of the same from the state and/or federal funding authorities. No payment for work, expenses or costs after the date of the stop work order notice will be paid by Contractor (including non-cancelable costs) unless Contractor receives the same from state and/or federal funding authorities.

During the term of the Contract, the Business Administrator shall have the right to terminate the Contract for convenience, in whole or in part, by giving 30 days' written notice prior to the effective date of termination. If the Contract is terminated by the Business Administrator as provided herein, the Consultant shall be paid for all obligations incurred and services rendered to the date of termination.

In the event the performance by the Consultant of the services provided for under this agreement is unsatisfactory to the City, the City agrees to notify the Consultant in writing and the Consultant agrees to within five (5) calendar days rectify the unsatisfactory condition or performance. Should the unsatisfactory performance or condition not be rectified within five (5) calendar days of notice being given, the City shall at its sole option be entitled to terminate this agreement immediately. The Consultant shall not be entitled to any compensation for services subsequent to receiving notice of termination from the City.
The City shall have the right to terminate the agreement immediately upon the happening of any of the following events:

a. The Consultant is adjudged bankrupt or makes an assignment for the benefit of creditors.
b. The Consultant fails to or refuses to obey laws, ordinances, regulations and such orders as given by the Business Administrator or his authorized designee with respect to the Contract.
c. The Consultant fails to make prompt payment to persons supplying labor or materials for the work.
d. The City suffers a property loss due to the Consultant’s negligence in performing the Contract.

### 3.6. Insurance

The Consultant shall not commence nor perform services under this Contract until the required insurance has been obtained and such insurance has been approved by the City. This insurance shall be written with an acceptable company authorized to do business in the State of New Jersey, shall be taken out before any operations of the Consultant are commenced and shall be kept in effect until all operations shall be satisfactorily completed. Claims made insurance policies do not satisfy the insurance requirements under this Contract.

**a. Proof of Insurance**

The Consultant shall furnish the City with insurance certificates showing the type, amount, class of operations covered, effective dates and dates of expiration of insurance policies. The insurance covered by the certificates will not be canceled or materially altered, and shall include an endorsement to the effect that the insurance company will give at least thirty (30) days written notice to the City of any modification or cancellation of any of the policies.

**b. Time to Provide Proof of Insurance**

The certificates of insurance containing all provisions as required by the City shall be provided to the City with the executed contract.

**c. Additional Insured**

The City, its officers, agents, servants and employees as their interest may appear, shall be named as an additional insured on said policies insofar as the work and obligations performed under the Contract are concerned.

### Types of Required Insurance

1. Worker’s Compensation Insurance:
The Consultant shall procure and maintain during the life of this Contract, Worker's Compensation Insurance as required by New Jersey law with NJ statutory limits for all employees to be engaged in work under this Contract and Employer's Liability in the amount of $1,000,000.

2. Consultant's General Liability insurance and Property Damage Insurance:
The Consultant shall procure and maintain during the life of this Contract, Consultant's General Liability Insurance and Property Damage Insurance in the amount of $1,000,000.00 per occurrence and $2,000,000.00 aggregate with companies and in the form to be approved by the City. Said insurance shall provide coverage to the Consultant and the City, its officers, agents, servants, and employees as their interest may appear. The coverage so provided shall protect against claims for personal injuries, including accidental death, as well as claims for property damages, which may arise from any act or omission of the City, the Consultant or by anyone directly or indirectly employed by them.

3. Automobile Insurance:
Liability Insurance to cover each automobile, truck, vehicle or other equipment used in the performance of the Contract in an amount not less than $1,000,000.00 on account of injury, death or property damage to one person and not less than $1,000,000.00 on account of injury or death of two or more persons.

4. Additional Insured:
General and Auto Liability policies must include the City of Jersey City as an Additional Insured.

5. Professional Liability:
Firms must hold professional liability insurance of not less than $1,000,000.

3.7. Indemnity
The Consultant agrees to indemnify, hold harmless and defend the City, its officers, agents, servants and employees as their interests may appear, from any and all liability including claims, demands, losses, costs, damages and expenses of every kind and description or damage to persons or property arising out of or in connection with or occurring during the course of this agreement where such liability is founded upon or grows out of the acts, errors or omissions of the Consultant, its officers, employees, agents or subcontractors. The Consultant will after reasonable notice thereof, defend and pay the expense of defending any suit which may be commenced against the City, its officers, agents, servants and employees as their interests may appear, by any third person alleging injury by reason of such carelessness or negligence and will pay any judgment which may be obtained against the City, its officers, agents, servants and
employees as their interests may appear in such suit. In defending any suit, the Consultant shall not, without obtaining express written permission in advance from City's Corporation Counsel, raise any defense involving in any way the immunity of the City or the provisions of any statute respecting suits against the City. The Consultant shall be required to provide all appropriate documentation demonstrating the compliance with indemnity requirements of the Contract to the City with the executed Contract.

3.8. Disputes

The City and Consultant agree that in the event of a dispute arising under the Agreement, whether involving law or fact or both or extra work or claims for additional compensation or claims for alleged breach of Contract the parties agree to follow the procedures set forth below:

a. All such disputes shall be reported to the Business Administrator or his authorized designee, within Forty-Eight (48) hours of commencement of such dispute. Consultant shall submit a detailed claim with such specificity to provide the Business Administrator with an intelligent basis for resolving the dispute. Any claim not presented within the time limit specified in this paragraph shall be deemed to have been waived except that if the claim is of a continuing character and notice of the claim is not given within Forty-Eight (48) hours of its commencement, the claim will be considered only for the period commencing Forty-Eight (48) hours prior to the receipt by the City of notice thereof.

b. Each decision by the Business Administrator will be in writing and will be mailed to the Consultant by registered or certified mail, return receipt requested, directed to his last known address.

c. If the Consultant does not agree with any decision of the Business Administrator, he shall in no case allow the dispute to delay the work but shall notify the City promptly that he is proceeding with the work under protest; however, the Consultant may exclude any disputed claim from the final release.

d. In the event of disputes involving non-monetary issues, the Business Administrator's decision shall be final. The Business Administrator may conduct such fact finding as he deems necessary in order to resolve the dispute.
SECTION 8: REQUIRED ADMINISTRATIVE FORMS (begin on next page)

CITY OF JERSEY CITY
PROJECT: PARKING MANAGEMENT PLAN

The undersigned is (an individual) (a corporation) under the laws (a partnership) of the State of ______________________ having offices at ________________________________ and submits this proposal in response to the City's RFP.

Signed: ____________________________

Name: ______________________________

Title: ______________________________

Company: __________________________

Address: ___________________________
<table>
<thead>
<tr>
<th>Item</th>
<th>Respondent Initials</th>
<th>Purchasing Review</th>
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<tbody>
<tr>
<td>A. Non-ColIusion Affidavit properly notarized</td>
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<tr>
<td>B. Public Disclosure Statement*</td>
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<td>C. Mandatory Affirmative Action Language (submit with Proposal or after notification of award but prior to signing a contract)</td>
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<td>D. With Proposal or after notification of award but prior to signing a contract, submit a photo copy of one of the following three documents:</td>
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<tr>
<td>a. A valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter); or</td>
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<td>b. Unexpired Certificate of Employee Information Report; or</td>
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<tr>
<td>c. Employee Information Report (Form AA 302) and if first time doing business with Jersey City</td>
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<td>E. Americans with Disabilities Act</td>
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<td>F. MWBE Questionnaire* (with Bid Proposals or within 24 hour of Bid Opening)</td>
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<td>G. Business Registration Certificate</td>
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<td>H. Original signature(s) on all required forms.</td>
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<tr>
<td>I. Acknowledgement of Receipt of Addenda*</td>
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<tr>
<td>J. Disclosure of Investment Activities in Iran Form</td>
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<tr>
<td>K. DBE/ESBE Participation Documentation or documentation of good faith effort to utilize DBE/ESBE</td>
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*Failure to include items marked with an asterisk (*) with the proposal will result in automatic rejection of the proposal.
Item A. NON COLLUSION AFFIDAVIT

STATE OF NEW JERSEY CITY
OF JERSEY CITY:

I certify that I am ____________________________

of the firm of ____________________________

the bidder making the proposal for the above named project, and that I executed the said proposal with full authority so to do; that said bidder has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the City of Jersey City relies upon the truth of the statements contained in said proposal and in the statements contained in this affidavit in awarding the contract for the said project.

I further warrant that no person or selling agency has been employed to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by (N.J.S.A. 52: 34-25)

(Signature of respondent) ____________________________

SUBSCRIBED AND SWORN TO
BEFORE ME THIS DAY ____________________________ OF 20____

(TYPE OR PRINT NAME OF AFFIANT UNDER SIGNATURE)

NOTARY PUBLIC OF
MY COMMISSION EXPIRES: 20____

(NOTE: THIS FORM MUST BE COMPLETED, NOTARIZED AND RETURNED WITH THIS PROPOSAL).
DISADVANTAGED BUSINESS ENTERPRISE AND EMERGING SMALL BUSINESS ENTERPRISE PARTICIPATION

A federal requirement that must be addressed on projects financed in whole or in part through the U.S. Department of Transportation (DOT) is the mandated Disadvantaged Business Enterprise participation program.

This consultant contract is subject to Title 49, Part 26, Code of Federal Regulations (49 CFR 26) entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs." In order to ensure The State of New Jersey Department of Transportation (NJDOT) achieves its federally mandated statewide overall DBE goal, the County/City and NJTPA encourages the participation of Disadvantaged Business Enterprises (DBE) or Emerging Small Business Enterprises (ESBE), as defined below, in the performance of consultant contracts financed in whole or in part with U.S. DOT funding. For this study drawing on federal funding under a NJTPA grant, the DBE/ESBE participation goal shall be at minimum 12.44%.

The NJTPA has a long-standing commitment to maximize business opportunities available to DBEs and ESBEs. The consultant's contract is subject to all federal, state, and local laws, rules, and regulations, including but not limited to, non-discrimination in employment and affirmative action for equal employment opportunity. The consultant's contract obligates the consultant to aggressively pursue DBEs and ESBEs for participation in the performance of contracts and subcontracts financed in whole or in part with U.S. DOT funding. The consultant cannot discriminate on the basis of race, color, national origin, or sex in the award and performance of federally assisted contracts. Prior to the award of a consultant contract, the consultant must demonstrate sufficient reasonable efforts to utilize DBE/ESBE firms.

Disadvantaged Business Enterprise

A Disadvantaged Business Enterprise (DBE) is defined in 49 CFR Part 26 and FTA C 4716.1A, as "a small business concern (from Section 3 of the Small Business Act), which has met the following criteria and has obtained certification as a DBE by NJDOT, NJ TRANSIT or Port Authority of New York New Jersey:

1. at least 51 percent owned by one or more 'socially and economically disadvantaged' individuals, or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more 'socially and economically disadvantaged' individuals; and

2. whose management and daily business operations are controlled by one or more of the 'socially and economically disadvantaged' individuals who own it.
Item J: DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

Prepared by:\nDepartment of Treasury, Division of Pursuits and Property

Robins must review this form prior to completing the certification. Failure to complete this certification will render a bidder's proposal non-responsive. If the Authority finds a person guilty of fraud or violation of law, who shall also be referred, under penalty of perjury, to the District Attorney of the New Jersey, Department of Treasury, Division of Pursuit and Property website at https://www2.gov.nj.us/treas/ogc/2525chklist.pdf

PLEASE CHECK THE APPROPRIATE BOX:

[ ] I certify, pursuant to Public Law 2012 c. 25, that neither the bidder or one of the bidder's parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's list of entities determined to be engaged in prohibited activities in New Jersey. "Prohibited activities list: Chapter 25 List". If bidder certifies that both the parent listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf, I will sign Part 2 and attach the Certificate below.

[ ] I am unable to certify as above because the bidder or one of the bidder's parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 List. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the Certification below. Failure to provide such will result in the proposal being considered non-responsive and improper penalties, their order execution will be assumed as provided by law.

PART 2

You must provide a detailed, accurate and precise description of the activities of the bidder or its activity or one of the bidder's parents, subsidiaries or affiliates engaging in the investment activities listed. If the bidder or one of its parents, subsidiaries or affiliates are engaged in any activities not listed on the Treasury's list of prohibited activities, please note those activities in this section and include the necessary documents. Failure to provide such will result in the bidder's proposal being considered non-responsive and improper penalties, their order execution will be assumed as provided by law.

Name of Parent or Entity: ___________________________
Address: ___________________________
City: ___________________________
State: ___________________________
Zip Code: ___________________________

Partnership or Other Entity Management:__________________________
Country of Organization:__________________________
Country of Incorporation:__________________________

Certification: I, (Name) the undersigned officer, hereby certify that the foregoing is complete and correct. I have full knowledge of and, in connection with the activities, to the best of my knowledge and belief, the bidder is engaged in any activity prohibited by law. I hereby authorize and empower the bidder to execute this certificate on behalf of the bidder and am authorized to execute the same as the agent of the bidder.

Date: ________________
Signature: ___________________________
Title: ___________________________

Full Name (Print): ___________________________

Date: ________________
'Socially and economically disadvantaged' is defined as individuals who are citizens of the United States (or lawfully permanent residents) and who are: "Black Americans," "Hispanic Americans," "Native Americans," "Asian-Pacific Americans," "Asian-Indian Americans," "Women" (regardless of race, ethnicity, or origin); or "Other" (disadvantaged pursuant to Section 8 of the Small Business Act).

A database of DBEs certified under the State of New Jersey's Unified Certification Program (UCP) may be found using the following webpage link:

https://njucp.dbesystem.com/

Emerging Small Business Enterprise

The Emerging Small Business Enterprise (ESBE) referred to herein is defined as a firm that has met the following criteria and obtained small business certification as an ESBE by NJDOT:

3. A firm must meet the criteria for a small business as defined by the Small Business Administration in 13 CFR Part 121, which includes annual receipts from all revenues, including affiliate receipts which equates to the annual arithmetic average over the last 3 completed tax years, or by the number of employees.

4. The small business must be owned by individuals who do not exceed the personal net worth criteria established in 49 CFR Part 26 which is $750,000.

All appropriately certified DBEs fall into this definition due to their size.

The NJDOT's directory of certified ESBEs may be found on the following webpage:

http://www.state.nj.us/transportation/business/procurement/ProfServ/information.shtml

SBE Participation Documentation

Disadvantaged Business Enterprise/Emerging Small Business Enterprise (DBE/ESBE) participation is an important goal of the County/City. The Consultant must demonstrate sufficient reasonable efforts to meet the DBE/ESBE contract goals as identified herein. Consultants can meet this requirement in either of two ways. First the prime consultant can meet the goal, documenting commitments of participation by DBE/ESBE firms sufficient for this purpose. Second, if a consultant does not meet this goal, they must document and demonstrate to the County/City's satisfaction that they made adequate good faith efforts to do so as further described below.

To demonstrate compliance with the goal in their proposals consultants should include:

5. the names and addresses of each DBE/ESBE that will participate in the contract;

6. the description and estimated fee or dollar amount of the work each DBE/ESBE will perform;
7. written documentation of the prime consultant's commitment to use each DBE/ESBE in the contract whose participation it submits to meet the goal; and

8. written confirmation from each DBE/ESBE that it is participating in the contract as provided in the prime consultant's commitment.

Evidence of DBE/ESBE certification issued by the NJDOT, NJ Transit or PANYNJ may be requested prior to award of contract. Note: Although the County/City encourages the use of small businesses, minority-owned firms and women's business enterprises on all of our projects, the State of New Jersey's MBE/WBE or SBE Certifications issued by the Department of Treasury do not satisfy this federal requirement for DBE certification - nor do firms certified as a DBE by other states. Firms certified as a SBE, MBE or WBE by other agencies, or as a DBE by other states, are encouraged to apply for certification as an ESBE by the NJDOT, or as a DBE by the NJDOT, New Jersey TRANSIT, or Port Authority of New York New Jersey.

The prime consultant must document, in writing, all of the steps that led to any selection of the DBE/ESBE firm(s).

**Good Faith Efforts**

If the contract goal is not met by the apparent successful consultant, evidence of good faith efforts must be presented to the County/City for consideration.

To demonstrate sufficient reasonable efforts to meet the DBE or ESBE contract goals, a consultant shall document the steps it has taken to obtain DBE or ESBE participation, including but not limited to the following efforts.

9. Attendance at an information meeting, if any, to inform the DBEs or ESBEs of prime contracting and subcontracting opportunities under a given solicitation.

10. Advertisement in general circulation media, trade association publications, and small business publications for at least 20 days before proposals are due. If 20 days are not available, publication for a shorter reasonable time may be acceptable.

11. Written notification to DBEs or ESBEs that their interest in the contract is solicited.

12. Efforts made to select portions of work proposed to be performed by DBEs or ESBEs in order to increase the likelihood of achieving the stated goal.

13. Efforts made to negotiate with DBEs or ESBEs for specific proposals including at a minimum:

   A. The names, addresses and telephone numbers of DBEs or ESBEs that were contacted;
   
   B. A description of the information provided to DBEs or ESBEs regarding the scope of work for the specified solicitation; and
   
   C. A statement of why additional agreements with DBEs or ESBEs were not reached.
14. Information regarding each DBE or ESBE the contractor contacted and rejected as unqualified and the reasons for the contractor’s conclusion.

15. Efforts made to assist the DBE or ESBE in obtaining bonding or insurance required by the contractor.

Note: If the County/City determines that the apparent successful consultant has failed to meet the requirements of this section, the consultant will be afforded the opportunity for an administrative reconsideration of that determination prior to the award or rejection of the contract. As part of the administrative reconsideration process, the consultant will have the opportunity to provide additional written documentation or argument concerning the issue of whether it met the goal or made adequate good faith efforts to do so. County/City will send the consultant a written decision on reconsideration, explaining the basis for the finding that the consultant did or did not meet the goal or make adequate good faith efforts to do so.
Appendix B: Certifications of Non-Conflict of Interest
City of Jersey City
Certification of No Conflict of Interest
Competitive Contracting Evaluation: Parking Management Plan

I hereby certify that I have reviewed the conflict of interest standards in the Local Government Ethics Law or the School Ethics Act, as appropriate, and that I do not have a conflict of interest with respect to the evaluation of this proposal (these proposals). I further certify that I am not engaged in any negotiations or arrangements for prospective employment or association with any of those submitting proposals or their parent or subsidiary organization.

Blythe Eaman
Print Name

Signature

2/22/19
Date

Note: The Local Government Ethics Law is N.J.S.A 40A:9-22.1 et seq and can be reviewed on the State of NJ Legislative Website at http://www.njleg.state.nj.us/. Click on “Statutes” and enter “40A:9-22.1” in the Search Box.
I hereby certify that I have reviewed the conflict of interest standards in the Local Government Ethics Law or the School Ethics Act, as appropriate, and that I do not have a conflict of interest with respect to the evaluation of this proposal (these proposals). I further certify that I am not engaged in any negotiations or arrangements for prospective employment or association with any of those submitting proposals or their parent or subsidiary organization.

Mary F. Paretti
Print Name

Signature Date

5/6/19

Note: The Local Government Ethics Law is N.J.S.A 40A:9-22.1 et seq and can be reviewed on the State of NJ Legislative Website at http://www.njleg.state.nj.us/. Click on “Statutes” and enter “40A:9-22.1” in the Search Box.
I hereby certify that I have reviewed the conflict of interest standards in the Local Government Ethics Law or the School Ethics Act, as appropriate, and that I do not have a conflict of interest with respect to the evaluation of this proposal (these proposals). I further certify that I am not engaged in any negotiations or arrangements for prospective employment or association with any of those submitting proposals or their parent or subsidiary organization.

Tanya Marione  
Print Name

Tanya Marione  
Signature

3/6/19  
Date

Note: The Local Government Ethics Law is N.J.S.A. 40A:9-22.1 et seq and can be reviewed on the State of NJ Legislative Website at http://www.njleg.state.nj.us/. Click on “Statutes” and enter “40A:9-22.1” in the Search Box.
I hereby certify that I have reviewed the conflict of interest standards in the Local Government Ethics Law or the School Ethics Act, as appropriate, and that I do not have a conflict of interest with respect to the evaluation of this proposal (these proposals). I further certify that I am not engaged in any negotiations or arrangements for prospective employment or association with any of those submitting proposals or their parent or subsidiary organization.

Andrew Vischio
Print Name

Signature

Date

Note: The Local Government Ethics Law is N.J.S.A 40A:9-22.1 et seq and can be reviewed on the State of NJ Legislative Website at http://www.njleg.state.nj.us/. Click on “Statutes” and enter “40A:9-22.1” in the Search Box.
City of Jersey City
Certification of No Conflict of Interest
Competitive Contracting Evaluation: Parking Management Plan

I hereby certify that I have reviewed the conflict of interest standards in the Local Government Ethics Law or the School Ethics Act, as appropriate, and that I do not have a conflict of interest with respect to the evaluation of this proposal (these proposals). I further certify that I am not engaged in any negotiations or arrangements for prospective employment or association with any of those submitting proposals or their parent or subsidiary organization.

[Signature]

Print Name

2/25/2019

Date

Note: The Local Government Ethics Law is N.J.S.A 40A:9-22.1 et seq and can be reviewed on the State of NJ Legislative Website at http://www.njleg.state.nj.us/. Click on “Statutes” and enter “40A:9-22.1” in the Search Box.
Appendix C: Proposal Evaluation Spreadsheets
Evaluated by: Blythe Eaman

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<th>KIMLTY</th>
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<th>NELSON NYGAARD</th>
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<td>Respondent Team Qualifications (including but not limited to organizational capacity, project management ability, qualifications of assigned staff, past projects of assigned staff)</td>
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<td>Technical Approach</td>
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Appendix D: Interview Questions
Please prepare a 10-15 minute presentation summarizing your approach to this project and the deliverables you expect to submit to the City at the conclusion of the City.

Furthermore, you should answer the following questions in your presentation:

1. Provide examples of citywide plans you have completed in other places. How is their context similar to Jersey City? Were the plans formally adopted by the municipalities or have the municipalities advanced any of your recommendations in those plans?
2. How will you address zoning regulations and assess updates needed to parking ratios based on land use?
3. Specify the role of each of the sub-consultants on your team. What work have they completed that is similar to this project? How will your proposed outreach efforts help shape the plan?
4. How extensive do you expect the travel demand model to be? What questions will the travel demand data answer?
5. Please expand upon the data collection methods. What will your data collection efforts not cover?

The interviews will take place in the DPW 3rd floor conference room located at 13-15 Linden Avenue East. The room has a screen that can be connected to a laptop for presentations. The location is easily accessible by transit (Danforth Avenue Light Rail Stop) and has a parking lot open to the public.
RESOLUTION AUTHORIZING THE RENEWAL OF A CONTRACT WITH NORTHEAST AUTO & TRUCK PARTS LLC FOR THE PURCHASE AND DELIVERY OF FLUIDS AND LUBRICANTS FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF AUTOMOTIVE MAINTENANCE THROUGH THE SOURCEWELL PURCHASING COOPERATIVE

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, Resolution No. 18-396, approved on April 25, 2018, awarded a one year contract, in the amount of $140,000.00 for the purchase and delivery of auto fluids and lubricants to Northeast Auto & Truck Parts LLC; and

WHEREAS, the contract provided the City of Jersey City (City) with the option to renew the contract for an additional two one-year terms; and

WHEREAS, the contractor has been performing the services in an effective and efficient manner; and

WHEREAS, pursuant to N.J.S.A. 40A:11-15, the City desires to exercise the first option and renew the contract for an additional one year term effective as of April 25, 2019 and ending on April 24, 2020; and

WHEREAS, the total cost of the contract renewal is $220,000.00; and

WHEREAS, funds in the amount of $20,000.00 are available in the Department of Public Works Operating Account;

Account 01-201-26-315-208
PO # 133291
Total Contract $220,000.00
Temp Encumbrance $20,000.00

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 contract with Northeast Auto & Truck LLC for the purchase and delivery of auto fluids and lubricants;

2. The renewal contract in the amount of $220,000.00 is for a one-year term effective as of April 25, 2019;

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

4. Pursuant to N.J.A.C. 5:30-5.5(c), 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 and in the subsequent fiscal year’s t budget.

(Continued on Page 2)
RESOLUTION AUTHORIZING THE RENEWAL OF A CONTRACT WITH NORTHEAST AUTO & TRUCK
PARTS LLC FOR THE PURCHASE AND DELIVERY OF FLUIDS AND LUBRICANTS FOR THE
DEPARTMENT OF PUBLIC WORKS, DIVISION OF AUTOMOTIVE MAINTENANCE THROUGH THE
SOURCEWELL PURCHASING COOPERATIVE

I, Elizabeth Castillo, Acting, 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:

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Approved: 

Pete Figado, Director of Purchasing, 
Opa, Rppo
4/9/19

PF/ww/RR
4/9/19

APPROVED:

APPROVED:

Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel

Certification Required

Not Required

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 4.24.19

<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>RIDEY</td>
<td>✓</td>
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<tr>
<td>PRINZ-AREY</td>
<td>✓</td>
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<tr>
<td>BOGGIANO</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.

Robert Byrne, City Clerk
RESOLUTION FACT SHEET - CONTRACT AWARD

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

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING THE RENEWAL OF A CONTRACT TO NORTH EAST AUTO & TRUCK PARTS, LLC FOR THE PURCHASE AND DELIVERY OF AUTO FLUIDS AND LUBRICANTS FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF AUTOMOTIVE MAINTENANCE THROUGH THE SOURCEWELL PURCHASING COOPERATIVE

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:orizh@jenj.org">orizh@jenj.org</a></td>
</tr>
<tr>
<td></td>
<td>201-547-4422</td>
<td><a href="mailto:nvalenti@jenj.org">nvalenti@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.)

- To provide fluids, lubricants, and motor oil.
- Such as synthetic transmission, hydraulic fluids, windshield washer and gear oil.
- DPW spent about $190,000.00 in 2018.

Cost (Identify all sources and amounts) Navy Permanent Account

| 01-201-26-315-208 (Automotive Account) | Total contract amount = $220,000.00 |
| Temporary Encumbrancy = $20,000.00 |

Contract term (include all proposed renewals)

04/25/19 to 04/24/20

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

Signature of Purchasing Director
Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 18-396
Agenda No. 10.2.8
Approved: APR 25, 2018

TITLE:

RESOLUTION AUTHORIZING AN AWARD OF A CONTRACT TO NORTH EAST AUTO & TRUCK PARTS LLC FOR THE PURCHASE AND DELIVERY OF AUTO FLUIDS AND LUBRICANTS FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF AUTOMOTIVE MAINTENANCE THROUGH THE NATIONAL JOINT POWERS ALLIANCE (NJPA) PURCHASING COOPERATIVE

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

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

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

WHEREAS, the 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 Division of Automotive Maintenance needs fluids and lubricants for its fleet of vehicles; 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; and

WHEREAS, the Director of Public Works wishes to purchase fluids and lubricants for the City’s fleet of vehicles from North East Auto & Truck Parts LLC, 978 Broadway, Bayonne, New Jersey 07002 who is in possession of National Joint Powers Alliance contract 062916-GPC; and

WHEREAS, the total amount of the contract is $140,000.00; and

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

WHEREAS, this contract is awarded for a period of (1) one year commencing April 26, 2018 with the option to renew the contract for up to (2) two additional (1) one year terms; 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 in the amount of $140,000.00 is awarded to North East Auto & Parts LLC for auto fluids and lubricants.

2. The term of the contract shall be effective April 26, 2018 through April 25, 2019.

3. This contract is awarded pursuant to N.J.S.A. 52:34-6.2.

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 NORTH EAST AUTO & TRUCK PARTS LLC FOR THE PURCHASE AND DELIVERY OF AUTO FLUIDS AND LUBRICANTS FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF AUTOMOTIVE MAINTENANCE THROUGH THE NATIONAL JOINT POWERS ALLIANCE (NJPA) PURCHASING COOPERATIVE

5. Pursuant to N.J.A.C. 5:30-5.5(c), the continuation of the contract after the expenditure of funds encountered in the 2018 fiscal year temporary budget shall be subject to the availability and appropriation of sufficient funds in the 2018 fiscal year permanent budget and in the subsequent fiscal year budget.

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

<table>
<thead>
<tr>
<th>Operating Account</th>
<th>PO #</th>
<th>Total Contract</th>
<th>Temp Enc</th>
</tr>
</thead>
<tbody>
<tr>
<td>01-291-26-315-206</td>
<td>128812</td>
<td>$140,000.00</td>
<td>$15,000.00</td>
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</tbody>
</table>

Approved:            
Peter Fogado, Director of Purchasing, CFA, RPPC

Date  April 5, 2018

APPROVED:            
Business Administrator

APPROVED AS TO LEGAL FORM:          
Corporation Counsel

Certification Required: 
Not Required

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 4.25.18

<table>
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<th>COUNCILPERSON</th>
<th>AYE</th>
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<td>WATTERMAN</td>
<td>Absent</td>
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<td>BOGGAND</td>
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<td>ROBINSON</td>
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<td>LAVARNO, PRES</td>
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Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Adoption R. Lavine, Jr., President of Council

Robert Byun, City Clerk
| **STATE OF NEW JERSEY**  
<table>
<thead>
<tr>
<th>BUSINESS REGISTRATION CERTIFICATE</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Taxpayer Name:</strong> NORTHEAST &amp; BUCKS CO.</td>
</tr>
<tr>
<td><strong>Trade Name:</strong> MULLIN &amp; LONERGAN ASSOCIATES, INC</td>
</tr>
</tbody>
</table>
| **Address:** 2 KACEY COURT STE. 201  
MECHANICSBURG, PA 17055 |
| **Certificate Number:** 0805510 |
| **Effective Date:** June 25, 1987 |
| **Date of Issuance:** April 09, 2019 |

For Office Use Only:
20190409142454655
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. 18:5-31 and N.J.A.C. 17:27
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
Goods, Professional Services and General Service Contracts
(Mandatory Affirmative Action Language)

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

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. 18:5-31 and N.J.A.C. 17:27.

Representative's Name/Title (Print):  
Representative's Signature:  
Name of Company:  
Tel. No.:  
Date:  

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

The contractor and the [City] of [City], hereafter “owner”), do hereby agree that the provisions of Title I (Title I) of the Americans With Disabilities Act of 1990 (the “Act”) (42 U.S.C. 711 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 alleged 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): [Signature]
Representative’s Signature: [Signature]
Name of Company: [Company Name]
Tel. No.: [Tel. No.] 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: NORTH EASTERN TILES LLC

Address: 976 BROADway, NEW YORK, NY 10002

Telephone No.: 201-833-2128

Contact Name: Sewers Richard (Mike)

Please check applicable category:

- [ ] Minority Owned Business (MBE)  - [ ] Minority & Woman Owned Business (MWBE)

- [ ] Woman Owned business (WBE)  - [ ] Neither

Definitions

Minority Business Enterprise

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

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

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

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

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

Woman Business Enterprise

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.
Minority/Woman Business Enterprise (MWBE)
Questionnaire for Bidders

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

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

Business Name: NORTH STAR AUTO & TRUCK']].
Address: 976 6TH AVE. JERSEY CITY, NJ 07302
Telephone No.: 201-823-2128
Contact Name: [Signature]

Please check applicable category:

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

Definitions
Minority Business Enterprise

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

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

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

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

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

Woman Business Enterprise

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

DIVISION OF PURCHASING COPY
CERTIFICATION REGARDING SUSPENSION/DEBARMENT

I am the Contractor who submitted the lowest responsible bid for the project known as

I executed the Proposal submitted to the City of Jersey City with the full authority to do so. As of the date of execution of this Certification on this day of 2019, the firm of has not been suspended or debarred from submitting bid proposals by the United States of America, its departments, divisions, and agencies or by the State of New Jersey, its departments, divisions, and agencies.

I certify that the foregoing statements are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

Signed By:

Dated:

Title:

*Must be notarized and returned with bid only if total bid amount exceeds $100,000.00

WWW.JERSEYCITYNJ.GOV
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]** (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 [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: [NAME OF BUSINESS ENTITY]

Signed: [SIGNED]

Print Name: [PRINTED NAME]

Title: [TITLE]

Date: [DATE]

Subscribed and sworn before me this [DATE] day of [MONTH], 2019

My Commission expires: [COMMISSION EXPIRES]

[SIGNATURE OF NOTARY PUBLIC]

**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 committees representing the elected officials of the <name of entity of elected officials> as defined pursuant to N.J.S.A. 19:44A-3(5), (q) and (t).

<table>
<thead>
<tr>
<th>Steven Fulop for Mayor 2017</th>
<th>Mira Prinz-Arey for Council</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lavarrro 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>Lisa Kumada</td>
<td>125 West 3rd Bayonne, New Jersey 07003</td>
</tr>
<tr>
<td>100%</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: N/A
Signature of Affiant:
Printed Name of Affiant: Steven Fulop
Date: 3/1/19

Subscribed and sworn before me this 25th day of February, 2019

My Commission expires:

(Witnessed or attested by): Jennifer Mark

JENNIFER MARK
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

| Vendor Name: | WOCCO EAST AUTO REPAIR LLC |
| Address: | 976 HERD AVENUE |
| City: | Toms River | State: NJ | Zip: 08753 |

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>
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<tbody>
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</tbody>
</table>

☐ Check here if the information is continued on subsequent page(s)
CERTIFICATE OF EMPLOYEE INFORMATION REPORT

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

15-SEP-2012 to 15-SEP-2019

NORTH EAST AUTO & TRUCK PARTS, LLC
976 BROADWAY
BAYONNE
NJ 07002

Andrew P. Sidamon-Eristoff
State Treasurer
RESOLUTION AUTHORIZING A MONTH-TO-MONTH EXTENSION NOT TO EXCEED THREE (3) MONTHS EFFECTIVE ON MAY 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

COUNCIL

OFFERED AND MOVED ADOPTION OF

THE FOLLOWING RESOLUTION:

WHEREAS, Resolution No. 15.681, approved on September 24, 2015, awarded a one-year contract in the amount of $999,044.00 to Temco Building Maintenance to provide janitorial services for the City of Jersey City (City), Department of Public Works / Division of Buildings and Street Maintenance; and

WHEREAS, 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, Resolution No. 19-054, approved on January 24, 2019 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 May 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 $400,000.00; 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, N.J.A.C. 5:30-11.9 requires that any change order which increases the contract amount by more than 20% be authorized by resolution; and

WHEREAS, funds for $20,000.00 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 May 1, 2019 is approved;

2. The total cost of the contract extension shall not exceed the sum of $400,000.00;

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; and
RESOLUTION AUTHORIZING A MONTH-TO-MONTH EXTENSION NOT TO EXCEED THREE (3) MONTHS EFFECTIVE ON MAY 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

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.

Elizabeth Castillo, as Acting 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 # 0188237

Purchase Order # 133298

April 9, 2019

APPROVED: Patrick G. Stanani, DPW Director

APPROVED: Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel

Certification Required 28

Not Required

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 4.24.19

<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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<th>AYE</th>
<th>NAY</th>
<th>N.V.</th>
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<tr>
<td>RIDLEY</td>
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<td>YUN</td>
<td></td>
<td></td>
<td></td>
<td>PRINZ-AREY</td>
<td>✓</td>
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<td>✓</td>
<td></td>
<td></td>
<td>SOLOMON</td>
<td>✓</td>
<td></td>
<td></td>
<td>BOGGIANO</td>
<td>✓</td>
<td></td>
<td></td>
</tr>
<tr>
<td>BOGGIANO</td>
<td>✓</td>
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</table>

✓ Indicating Vote

N.V.-Not Voting (Abstain)

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

Rolando R. Lavabro, 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 MONTH TO MONTH EXTENSION NOT TO EXCEED THREE (3) MONTHS EFFECTIVE ON MAY 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 201-390-2541</td>
<td><a href="mailto:dcarlucci@icni.org">dcarlucci@icni.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.
- Bid specification is currently being advertised.

Cost (Identify all sources and amounts)                                  Contract term (include all proposed renewals)
01-201-26-291-314 (Buildings Operating)                                   05/01/19 to 07/31/19
Total Extension amount = $400,000.00
Temporary Encumbrancy = $20,000.00

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: ___________________________ Date: ____________

Signature of Purchasing Director: ___________________________ Date: ____________
Resolution of the City of Jersey City, N.J.

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

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, Resolution No. 15-681, approved on September 24, 2015, awarded a one-year contract in the amount of $999,044.00 to Temco Building Maintenance to provide janitorial services for the City of Jersey City (City), Department of Public Works / Division of Buildings and Street Maintenance; and

WHEREAS, 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. 19-01-201-291-314.

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 # 137175

January 9, 2019

APPROVED: Patrick G. Stanato, AZW Director
APPROVED AS TO LEGAL FORM

Certification Required ☑

COUNCILPERSON AYE NAY N.V. COUNCILPERSON AYE NAY N.V.
Ridley
Prinz-Arey
Robbiano

☑ 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. Lavarro, President of Council
Robert Byrne, City Clerk
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 conformance 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 AA362 (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, BEQ 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, BEQ Monitoring Program for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code of N.J.A.C. 17:27.

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

EXHIBIT A
N.J.S.A. 10:5-31 and N.J.A.C. 17:37
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 compliance and information that their employer/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. 17:37.

Representative's Name/Title (Printed): James H. van Klee, Contract Manager

Representative's Signature:

Name of Company: Tenco Service Industries, Inc. dba ATALIAN Global Services

Tel. No.: 714-241-7362

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. § 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 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, damages, or expenses of whatever kind or nature arising out of or related to the alleged violation. The contractor shall, at its own expense, 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 as incurred in connection herewith. 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 a finding 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 on cover 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.

Representative's Name/Title/Position: James H. Yang, Director of Construction
Representative's Signature: __________________________
Name of Company: Tomal Service Industries, Inc. THE ATALIAN Global Services
Tel. No.: 212-251-7882 Date: October 12, 2013
Minority/Woman Business Enterprise (MWBE)
Questionnaire for Bidders

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

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

Business Name: Tempo 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 Kiek

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

Jersey City Ordinance O-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)
___ 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 Spanish, Puerto Rican, Central or South American or other non-European Spanish culture of 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 tribal identification through tribal affiliation or community recognition.

Women Business Enterprises

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

DIVISION OF PURCHASING COPY
CERTIFICATE OF EMPLOYEE INFORMATION REPORT

This is to certify the correctness of the Employee Information Report pertaining to the period of August 25, 2010, to August 25, 2011. This report is under the jurisdiction of the Department of Labor.

FESCO SERVICE INDUSTRIES, INC.
402 3rd Ave., 4th Fl.
New York, NY 10016

FRED SHADDER
Acting State Treasurer

http://www.sites.com/marketing/Contractor%20Documents/License%20Certificate%20and%20Registrations/Certificate%20of%20%2C... 10/12/2015
STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

TAXPAYER NAME:
TEMCO BUILDING MAINTENANCE INC.

ADDRESS:
417 5TH AVE
NEW YORK NY 10018-1302

EFFECTIVE DATE:
01/10/93

TRADE NAME:

SEQUENCE NUMBER:

ISSUANCE DATE:
12/11/93

This Certificate is NOT renewable, transferable. It must be surrendered upon and at any address.
STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: TEMCO BUILDING MAINTENANCE INC.
Trade Name: 
Address: 417 5TH AVE
           NEW YORK, NY 10016-2204
Certificate Number: 0401318
Effective Date: January 16, 1963
Date of Issuance: October 10, 2018

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 Tenx Service Industries, Inc. d/b/a ATALIAN Global Services (name of business entity) has not made any reportable contributions in the 3 year period preceding October 12, 2008 (date of contract award) that would be deemed to be violations of Section 2 of the City of Jersey City's Contractor Pay to Play Reform Ordinance 08-128 (attached hereto) and that the award of this contract, and the 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: Tenx Service Industries, Inc. d/b/a ATALIAN Global Services

Signed: __________________________ Title: Contract Manager

Print Name: James H. Van Kirk Date: October 12, 2008

Subscribed and sworn before me this 12th day of October, 2008. My commission expires: January 17, 2021

MAUREEN L. CHADDELL NOTARY PUBLIC - STATE OF NEW YORK NO. 016525140 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-PATENT AND OPEN CONTRACTS**

Required Pursuant To N.J.S.A. 19:44A-20.8

**CITY OF JERSEY CITY**

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**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-4 or seq. that, pursuant to N.J.S.A. 19:44A-19 would be an award of this contract in the one-year period preceding the date of award solicited for award of the contract by the governing body to any of the following named candidate committees, joint candidate 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-5(b), (f) and (g).

<table>
<thead>
<tr>
<th>Steven Fulop for Mayor 2017</th>
<th>Mira Friz-Arcy for Council</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lavato for Councilman</td>
<td>Friends of Richard Boggiano</td>
</tr>
<tr>
<td>Friends of Joyce Waterman</td>
<td>Michael Yin 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 Jennah Robinson</td>
</tr>
</tbody>
</table>

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**Part II — Ownership Disclosure Certification**

I certify that the list below contains the primary 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 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 provided under law.

Name of Business Entity: ATALIAN Global Services

Signature of Affiant: [Signature]

Title: [Title]

Printed Name of Affiant: [Printed Name of Affiant]

Date: October 13, 2013

My Commission expires: January 17, 2021

---

WITNESSED OR ATTESTED BY: [Witnessed or attested by]

NOTARY PUBLIC — STATE OF NEW YORK
NO. 0100693190
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>Teeco Service Industries, Inc. dba ATALAN 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>
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<tr>
<td>State:</td>
<td>NJ</td>
</tr>
<tr>
<td>Zip:</td>
<td>07423</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]

James H. Vinnikirk

Contracts' Manager

Part II - ContributionDisclosure

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>NAME</td>
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☐ Check here if the information is continued on subsequent page(s)
TITLE:

RESOLUTION AUTHORIZING AN AWARD OF A CONTRACT TO JEWEL ELECTRIC SUPPLY COMPANY FOR ELECTRICAL EQUIPMENT AND SUPPLIES UNDER STATE CONTRACT FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF BUILDINGS & STREET MAINTENANCE

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, electrical equipment and supplies are needed for the Division of Buildings & Street Maintenance; and

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

WHEREAS, Jewel Electric Supply Company, 455 Third Street, Jersey City, New Jersey 07302 is in possession of State Contract A85578, and submitted a proposal in the amount of fifty thousand dollars ($50,000.00) for the purchase of electrical equipment and supplies; 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>
<th>Temp Enc.</th>
</tr>
</thead>
<tbody>
<tr>
<td>01-201-26-291-211</td>
<td>133243</td>
<td>A85578</td>
<td>$50,000.00</td>
<td>$5,000.00</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 is awarded to Jewel Electric Supply Company in the amount of $50,000.00 for the purchase of electrical equipment and supplies 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 shall be effective April 25, 2019 through December 31, 2019;

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.; and

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 fiscal year temporary budget shall be subject to the availability and appropriation of sufficient funds in the 2019 fiscal year permanent budget.

(Continued to page 2)
RESOLUTION AUTHORIZING AN AWARD OF A CONTRACT TO JEWEL ELECTRIC SUPPLY COMPANY FOR ELECTRICAL EQUIPMENT AND SUPPLIES UNDER STATE CONTRACT FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF BUILDINGS & STREET MAINTENANCE

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>
<th>Temp Enc.</th>
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<tbody>
<tr>
<td>01-201-26-291-211</td>
<td>133243</td>
<td>A85S78</td>
<td>$50,000.00</td>
<td>$5,000.00</td>
</tr>
</tbody>
</table>

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

APPROVED:

APPROVED AS TO LEGAL FORM:

Certification Required □
Not Required □

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>PRINZAREY</td>
<td>✓</td>
<td></td>
<td></td>
<td>BOGGIANO</td>
<td>✓</td>
<td></td>
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</tr>
<tr>
<td>PRINZAREY</td>
<td>✓</td>
<td></td>
<td></td>
<td>SOLOMON</td>
<td>✓</td>
<td></td>
<td></td>
<td>WATTERMAN</td>
<td>✓</td>
<td></td>
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</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.

Robert E. 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 JEWEL ELECTRIC SUPPLY COMPANY FOR ELECTRICAL EQUIPMENT AND SUPPLIES UNDER STATE CONTRACT FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF BUILDINGS & STREET 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>Douglas Carlucci</td>
<td>Director</td>
</tr>
<tr>
<td>Phone/email</td>
<td>201-547-4432, 201-390-2541</td>
<td><a href="mailto:dcarlucci@jcnj.org">dcarlucci@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.)

- To provide electrical equipment and supplies
- Such as assorted lights, bulbs, etc.
- Jewel Electric is a local Jersey City vendor.
- DPW spent about $48,000.00 in 2018.
- State Contract # 85578.

Cost (Identify all sources and amounts)  

<table>
<thead>
<tr>
<th>01-201-26-291-211 (Buildings Operating)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total contract amount = $50,000.00</td>
</tr>
<tr>
<td>Temporary Encumbrancy = $5,000.00</td>
</tr>
</tbody>
</table>

Contract term (include all proposed renewals)

| 04/25/19 to 12/31/19. |

Type of award  

State Contract

If “Other Exception”, enter type

Additional Information

I certify that all the facts presented herein are accurate.

Signature of Department Director

Signature of Purchasing Director
TO: All State Using Agencies, Cooperative Purchasing Participants, and Vendors (Contractors)
FROM: Commodities Unit
DATE: December 4, 2018
SUBJECT: BLANKET P.O. (CONTRACT) ASSIGNMENT

Please be advised that the Blanket P.O. (Contract) A85578, T0167 Electrical Equipment and Supplies, North, Central and South Region has been assigned to Jewel Electric, LLC, 455 3rd Street, Jersey City, NJ 07302

All terms, conditions and pricing remain the same.
Notice of Award
Term Contract(s)

T-0167
ELECTRICAL EQUIPMENT AND SUPPLIES
NORTH, CENTRAL AND SOUTH REGIONS

Vendor Information
By Vendor
RFP Documents
Email to DOREICA HOLT

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

The Download All Documents hyperlink will place compressed files on your computer. Files may be unzipped and viewed using WinZip. The evaluation version is available for free. Click here to learn more about WinZip or to download the latest version from the WinZip website.

Forms in this section are stored in Adobe Acrobat (PDF) format. PDF formatted documents appear the same as the original printed forms. To view and print these forms, you must have a PDF viewer which is available free from Adobe. Click here to learn more about Adobe Acrobat or to download the latest version of the Adobe Acrobat viewer from the Adobe Web site.

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<th>NOAs By Title</th>
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<tr>
<td>Contract Period:</td>
<td>FROM: 01/02/14 TO: 12/31/19</td>
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<tr>
<td>Applicable To:</td>
<td>ALL STATE AGENCIES</td>
<td></td>
</tr>
<tr>
<td>Contact Phone:</td>
<td>609-695-6121</td>
<td></td>
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<tr>
<td>----------------------</td>
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<tr>
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<tr>
<td>Expiration Date:</td>
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<tr>
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<tr>
<td>Delivery:</td>
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<td></td>
</tr>
<tr>
<td>Small Business Enterprise:</td>
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<td></td>
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<tr>
<td>Minority Business Enterprise:</td>
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<td></td>
</tr>
<tr>
<td>Women Business Enterprise:</td>
<td>NO</td>
<td></td>
</tr>
<tr>
<td>Cooperative Purchasing *:</td>
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<td></td>
</tr>
<tr>
<td>* WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?</td>
<td></td>
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</table>

<table>
<thead>
<tr>
<th>Vendor Name &amp; Address:</th>
<th>JEWEL ELECTRIC SUPPLY CO</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>455 3RD STREET</td>
</tr>
<tr>
<td></td>
<td>JERSEY CITY, NJ 07302</td>
</tr>
<tr>
<td>Contact Person:</td>
<td>ROBERT KILROY</td>
</tr>
<tr>
<td>Contact Phone:</td>
<td>201-653-1613</td>
</tr>
<tr>
<td>Order Fax:</td>
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<td>Delivery:</td>
<td>2 DAYS ARO</td>
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<td>Small Business Enterprise:</td>
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<tr>
<td>Minority Business Enterprise:</td>
<td>NO</td>
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<td>Women Business Enterprise:</td>
<td>NO</td>
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<tr>
<td>Cooperative Purchasing *:</td>
<td>YES</td>
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<tr>
<td>* WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?</td>
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<table>
<thead>
<tr>
<th>Vendor Name &amp; Address:</th>
<th>KEER ELECTRICAL SUPPLY CO INC</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>287 MT PLEASANT AVE</td>
</tr>
<tr>
<td></td>
<td>NEWARK, NJ 07104</td>
</tr>
<tr>
<td>Contact Person:</td>
<td>ROBERT GROARK</td>
</tr>
<tr>
<td>Contact Phone:</td>
<td>973-484-7400</td>
</tr>
<tr>
<td>Order Fax:</td>
<td>973-484-0805</td>
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<td>Delivery:</td>
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<td>Small Business Enterprise:</td>
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<tr>
<td>LINE#</td>
<td>DESCRIPTION/MFGR/BRAND</td>
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<tr>
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<tr>
<td>00001</td>
<td>COMM CODE: 285-14-017502 [ELECTRICAL EQUIPMENT AND SUPPLIES,...]</td>
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<td>COMM CODE: 280-75-066329 [ELECTRICAL CABLE AND WIRE, NOT... ]</td>
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<td>00009</td>
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<td>COMM CODE: 285-54-017690 [ELECTRICAL EQUIPMENT AND SUPPLIES,...] ITEM DESCRIPTION: ELECTRICAL EQUIPMENT AND SUPPLIES: INDOOR LIGHTING FIXTURES, WITHOUT LAMPS; EXCLUDING PORTABLE TRA-SER COMMODITY GROUP: 7200 BRAND: GENERAL ELECTRIC NORTH AND CENTRAL REGIONS</td>
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<td>COMM CODE: 285-58-017801 [ELECTRICAL EQUIPMENT AND SUPPLIES,...] ITEM DESCRIPTION: ELECTRICAL EQUIPMENT AND SUPPLIES: EMERGENCY LIGHTING UNITS TRA-SER COMMODITY GROUP: 7260 BRAND: DUAL-LITE NORTH AND CENTRAL REGIONS</td>
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<td>VENDOR: KEER ELECTRICAL SUPPLY CO INC</td>
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<td>00044</td>
<td>COMM CODE: 285-64-017727 [ELECTRICAL EQUIPMENT AND SUPPLIES,...] ITEM DESCRIPTION:</td>
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</tbody>
</table>
New Jersey Division of Revenue

On-Line Business Registration Certificate Service

CERTIFICATE NUMBER 2095969 FOR JEWEL ELECTRIC, LLC IS VALID.

https://www1.state.nj.us/TYTR_BRC/servlet/common/BRCLogin
# State of New Jersey Business Registration Certificate

<table>
<thead>
<tr>
<th>Taxpayer Name:</th>
<th>JEWEL ELECTRIC, LLC</th>
</tr>
</thead>
<tbody>
<tr>
<td>Trade Name:</td>
<td></td>
</tr>
<tr>
<td>Address:</td>
<td>455 3RD STREET</td>
</tr>
<tr>
<td></td>
<td>JERSEY CITY, NJ 07302</td>
</tr>
<tr>
<td>Certificate Number:</td>
<td>2095969</td>
</tr>
<tr>
<td>Effective Date:</td>
<td>December 23, 2016</td>
</tr>
<tr>
<td>Date of Issuance:</td>
<td>May 04, 2017</td>
</tr>
</tbody>
</table>

For Office Use Only:
20170504134456811

5/4/2017
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/treas/cec/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 behalf and commitment to comply with:

EXHIBIT A

Mandatory Equal Employment Opportunity 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): JULIE SCZPEMKI PRESIDENT

Representative's Signature: [Signature]

Name of Company: JEWSK ELECTRIC

Tel. No.: 861-853-1613 Date: 3-7-19
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 II of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. §12132 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 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 expenses 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: JülIE S. ZCZENKI K
Representative’s Signature: ____________________________
Name of Company: TEWREL ELEETR
Tel. No.: 201-653-1113
Date: __3-7-95__
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: JEWEL ELECTRIC

Address: 455 3RD STREET, JERSEY CIT, NJ

Telephone No.: 201-659-1613

Contact Name: JULIE SCZESNIK

Please check applicable category:

- [ ] Minority Owned Business (MBE)
- [ ] Minority & Woman Owned Business (MWBE)
- [X] 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: JEWEL ELECTRIC

Address: 155-3RD ST, JERSEY CITY, N.J. 07302

Telephone No.: 201-653-1613

Contact Name: JULIE SZESNIK

Please check applicable category:

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

X ___ 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
This certificate acknowledges JEWEL ELECTRIC LLC is a WBE owned and controlled company, which has met the criteria established by N.J.A.C. 17:46.

This certification will remain in effect for three years. Annually the business must submit, not more than 20 days prior to the anniversary of the certification approval, an annual verification statement in which it shall attest that there is no change in the ownership, control or any other factor of the business affecting eligibility for certification as a minority or women-owned business.

If the business fails to submit the annual verification statement by the anniversary date, the certification will lapse and the business will be removed from the SAVI list of certified minority and women-owned business. If the business seeks to be certified again, it will have to reapply and pay the $100 application fee. In this case, a new application must be submitted prior the expiration date of this certification.

Issued: February 5, 2018
Certificate Number: 71042-15
Expiration: February 4, 2021
This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of 15-MAR-2017 to 15-MAR-2024.

JEWEL ELECTRIC, LLC
455 THIRD STREET
JERSEY CITY NJ 08820

Certification 57532

FORD M. SCUDDER
State Treasurer
RESOLUTION RATIFYING A MONTH-TO-MONTH EXTENSION NOT TO EXCEED SIX (6) MONTHS OF A CONTRACT WITH RICOH USA, INC. FOR THE LEASING, MAINTENANCE (INCLUDING ALL SUPPLIES) OF ONE HUNDRED (100) BLACK AND WHITE COPIER MACHINES EFFECTIVE APRIL 1, 2019 FOR VARIOUS LOCATIONS CITYWIDE FOR THE DEPARTMENT OF PUBLIC WORKS

COUNCIL OFFERED AND MOVED

ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, Resolution No. 18-619 approved June 27, 2018 approved a seven (7) month contract extension; and

WHEREAS, Resolution No. 18-950 approved October 24, 2018 authorized a month-to-month extension not to exceed six (6) months for the Canon color copiers; and

WHEREAS, the reason for the delay in awarding a new contract was to determine whether the City desired to utilize a state contract, a co-op contract or a public bid; and

WHEREAS, an additional month-to-month extension not to exceed six (6) months for the Ricoh copiers effective April 1, 2019 while the bid specifications are currently being advertised; and

WHEREAS, if the City completes the bidding and awards a new contract prior to the expiration of the six (6) months extension, the City has the right to terminate the extended contract; and

WHEREAS, the City has another contract for 10 color Canon copiers which expired on March 31, 2019; and

WHEREAS, it is necessary to extend the Ricoh black and white copiers contract month-to-month not to exceed six (6) months so that the City can solicit bids for one contract for the leasing and maintenance of black and white copiers and color copiers; and

WHEREAS, the City expects to receive better prices as a result of combining the two contracts into one contract with one contractor; and

WHEREAS, it is in the City's best interests to have one contract for 110 copiers instead of having two separate contracts; and

WHEREAS, the total cost of the contract extension shall not exceed the sum of $80,000.00; and

WHEREAS, funds in the amount of $5,000.00 are available in the unclassified operating account No. 01-201-31-433-304; and

WHEREAS, this change order increases the original contract amount by more than twenty (20) percent and N.J.A.C. 5:30-11.9 requires the adoption of a resolution authorizing all change orders in excess of twenty (20) percent.

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

(Continued on page 2)
RESOLUTION RATIFYING A MONTH-TO-MONTH EXTENSION NOT TO EXCEED SIX (6) MONTHS OF A CONTRACT WITH RICOH USA, INC. FOR THE LEASING, MAINTENANCE (INCLUDING ALL SUPPLIES) OF ONE HUNDRED (100) BLACK AND WHITE COPIER MACHINES EFFECTIVE APRIL 1, 2019 FOR VARIOUS LOCATIONS CITYWIDE FOR THE DEPARTMENT OF PUBLIC WORKS

1) The extension of the contract with Ricoh USA, Inc. for 100 black and white copiers for the Department of Public Works for a month-to-month period not to exceed six (6) months effective April 1, 2019 is approved;

2) Notice of this change order extending the contract shall be published once in a newspaper of general circulation as required by law; and

3) Pursuant to N.J.S.A. 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.

Elizabeth Castillo, as Acting Chief Financial Officer, hereby certify that these funds are available for this expenditure in Unclassified Operating Account No. 19-01-201-31-433-304 for payment of the above resolution.

PO# 133333

April 10, 2019

APPROVED:  

APPROVED AS TO LEGAL FORM

Corporation Counsel

Certification Required √

Not Required □

APPROVED 8-0

<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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<td></td>
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<td>✓</td>
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<td>BOGGIANO</td>
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<td>YUN</td>
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<td>SOLOMON</td>
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<td>ABS</td>
<td>RIVERA</td>
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<td></td>
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<td>LAVARRO, PRES.</td>
<td>✓</td>
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</table>

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 RATIFYING A MONTH-TO-MONTH EXTENSION NOT TO EXCEED SIX (6) MONTHS OF A CONTRACT WITH RICOH USA, INC. FOR THE LEASING, MAINTENANCE (INCLUDING ALL SUPPLIES) OF ONE HUNDRED (100) BLACK AND WHITE COPIER MACHINES EFFECTIVE APRIL 1, 2019 FOR VARIOUS LOCATIONS CITYWIDE FOR THE DEPARTMENT OF PUBLIC WORKS

Project Manager

<table>
<thead>
<tr>
<th>Department/Division</th>
<th>DPW</th>
<th>Automotive</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name/Title</td>
<td>Steve Miller</td>
<td>Confidential Assistant</td>
</tr>
<tr>
<td>Phone/email</td>
<td>201-547-4904</td>
<td><a href="mailto:stevem@icnj.org">stevem@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

- For the leasing, maintenance including all supplies.
- For 100 black and white copier machines.
- Bid specification is currently being advertised.

Cost (Identify all sources and amounts)

<table>
<thead>
<tr>
<th>Source</th>
<th>Amount</th>
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</thead>
<tbody>
<tr>
<td>01-201-31-433-304 (Unclassified Operating)</td>
<td>$80,000.00</td>
</tr>
<tr>
<td>Temporary Encumbrancy</td>
<td>$5,000.00</td>
</tr>
</tbody>
</table>

Contract term (include all proposed renewals)

04/01/19 to 09/30/19.

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] 04/15/19

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

Citv Clerk File No. Res. 18-950
Agenda No. 10-7-1
Approved: OCT 24 2018

TITLE:

RESOLUTION AUTHORIZING A MONTH-TO-MONTH EXTENSION NOT TO EXCEED SIX (6) MONTHS OF A CONTRACT WITH RICOH USA, INC. FOR THE LEASING, MAINTENANCE (INCLUDING ALL SUPPLIES) OF ONE HUNDRED (100) BLACK AND WHITE COPIER MACHINES EFFECTIVE OCTOBER 1, 2018 FOR VARIOUS LOCATIONS CITYWIDE FOR THE DEPARTMENT OF PUBLIC WORKS

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, Resolution No. 13-658, approved on September 15, 2013 awarded a five-year contract in the total amount of $699,900.00 for 100 black and white copiers for various locations for the City of Jersey City (City), Department of Public Works; and

WHEREAS, the contract for the 100 black and white copiers ends on September 30, 2018; and

WHEREAS, the City has another contract for 10 color Canon copiers which is due to expire on September 30, 2018; and

WHEREAS, an extension for the Ricoh copiers month-to-month not to exceed six (6) months is required; and

WHEREAS, the City expects to receive better prices as a result of combining the two contracts into one contract; and

WHEREAS, it is in the City’s best interests to have one contract for 110 copiers instead of having two separate contracts; and

WHEREAS, it is necessary to extend the Ricoh black and white copiers contract month-to-month not to exceed six (6) months that the City can have one contract for the leasing and maintenance of black and white copiers and color copiers; and

WHEREAS, funds in the amount of $40,000.00 are available in the unclassified operating account No. 01-201-31-433-304; and

WHEREAS, funds are encumbered for this contract extension not to exceed $40,000.00 and;

WHEREAS, Pursuant to N.J.S.A. 5:30-5.5(d), the continuation of this contract after the expenditure of funds encumbered in the 2018 fiscal year budget shall be subject to the availability and appropriation of sufficient funds in the 2019 fiscal year budget; and

(Continued on page 2)
RESOLUTION AUTHORIZING A MONTH-TO-MONTH EXTENSION NOT TO EXCEED SIX (6) MONTHS OF A CONTRACT WITH RICOH USA, INC. FOR THE LEASING, MAINTENANCE (INCLUDING ALL SUPPLIES) OF ONE HUNDRED (100) BLACK AND WHITE COPIER MACHINES EFFECTIVE OCTOBER 1, 2018 FOR VARIOUS LOCATIONS CITYWIDE FOR THE DEPARTMENT OF PUBLIC WORKS

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

The extension of the contract with Ricoh USA, Inc. for 100 black and white copiers for the Department of Public Works for a period month-to-month not to exceed six (6) months is required; and

1) Effective as of October 1, 2018 is hereby authorized; and

2) Notice of this change order extending the contract shall be published once in a newspaper of general circulation as required by law.

I, Donna Mauer, as Chief Financial Officer, hereby certify that these funds are available for this expenditure in Unclassified Operating Account No. 18-01-201-31-433-304 for payment of the above resolution.

APPROVED:

APPROVED:

APPROVED AS TO LEGAL FORM

Certification Required □
Not Required □

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 10.24.18

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<thead>
<tr>
<th>COUNCILPERSON</th>
<th>AYE</th>
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<td>LAVARRO, PRES.</td>
<td>✓</td>
<td>✓</td>
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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.

Ronald R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk
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
(Exhibit 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): Michael Gendle

Representative's Signature: [Signature]

Name of Company: RICOA USA, Inc.

Tel. No.: 913-898-3661 Date: 3/29/19
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 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: ___________________________
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: RICOH USA, INC
Address: 5 DEDRICK PLACE, WEST Caldwell, NJ 07006
Telephone No.: 973-888-3001
Contact Name: MICHAEL GENTILE

Please check applicable category:

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

___ Woman Owned business (WBE) ___ Neither

Definitions

Minority Business Enterprise

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

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

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

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

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

Woman Business Enterprise

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

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

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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: RICOH USA, Inc.
Address: 5 DEDECK PLACE, WEST CALDWELL, NJ 07006
Telephone No.: 973-808-
Contact Name: MICHAEL GENTILE

Please check applicable category:

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

_____ Woman Owned business (WBE)  ____ Neither

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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 woman.

DIVISION OF PURCHASING COPY
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<th><strong>STATE OF NEW JERSEY</strong></th>
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<tr>
<td><strong>BUSINESS REGISTRATION CERTIFICATE</strong></td>
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<tr>
<th><strong>Taxpayer Name:</strong></th>
<th>RICOH USA, INC</th>
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<tbody>
<tr>
<td><strong>Trade Name:</strong></td>
<td></td>
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<tr>
<td><strong>Address:</strong></td>
<td>1100 VALLEY BROOK AVENUE STE 204</td>
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<td></td>
<td>LYNDHURST NJ 07070</td>
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<td><strong>Certificate Number:</strong></td>
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<td><strong>Effective Date:</strong></td>
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<tr>
<td><strong>Date of Issuance:</strong></td>
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**For Office Use Only:**

2016042012214925

https://www1.state.nj.us/TYTR_BRC/services/common/BRCLogin
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 [29] day of [March], 2019.

My Commission expires: [10/10/22]

Connie A. Riebenfeld
Notary Public
State of New Jersey
Comm. No: 2426062
My Comm. Expires October 10, 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 elected officials> as defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (r).

<table>
<thead>
<tr>
<th>Name of Vendor</th>
<th>Name of Committee/Entity</th>
</tr>
</thead>
<tbody>
<tr>
<td>Steven Fulop 2021</td>
<td>Mita Prinz-Arey for Council</td>
</tr>
<tr>
<td>Lavarrro for Councilman</td>
<td>Friends of Richard Boggiano</td>
</tr>
<tr>
<td>Friends of Joyce Watterman</td>
<td>Michael Yun for Council</td>
</tr>
<tr>
<td>Friends of Daniel Rivera</td>
<td>Solomon for Council 2021</td>
</tr>
<tr>
<td>Ridley for Council</td>
<td>Friends of Jermaine Robinson</td>
</tr>
</tbody>
</table>

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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
- [ ] 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>Rich American Corporation</td>
<td>70 Valley Stream Parkway, Malvern, PA 19355</td>
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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: Rich American Corporation

Signature of Affiant: [Signature]

Title: VP Sales

Printed Name of Affiant: [Printed Name]

Date: 3/24/19

Subscribed and sworn before me this 24th day of MARCH, 2019.

Connie A. Riebenfield

Notary Public

State of New Jersey

Comm. No: 2426062

My Comm. Expires October 10, 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: RICOH USA, INC
Address: 5 DEBRICK PLACE
City: West Caldwell | State: NJ | Zip: 07006

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: MICHAEL COEDE
Title: V.P., SALES

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)
Continuation Page

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM
Required Pursuant To N.J.S.A. 19:44A-20.26

Page ___ of _____

Vendor Name:

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☐ Check here if the information is continued on subsequent page(s)
RESOLUTION RATIFYING A MONTH-TO-MONTH EXTENSION NOT TO EXCEED SIX (6) MONTHS OF A CONTRACT WITH CANON SOLUTIONS AMERICA, INC. FOR THE LEASING, MAINTENANCE (INCLUDING ALL SUPPLIES) OF TEN (10) COLOR COPIER MACHINES EFFECTIVE APRIL 1, 2019 FOR VARIOUS LOCATIONS CITYWIDE FOR THE DEPARTMENT OF PUBLIC WORKS

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, Resolution No. 14.198, approved on March 26, 2014, awarded a four-year contract in the total amount of $198,163.20 to Canon Business Solutions for 10 color copiers for various locations for the City of Jersey City (City), Department of Public Works; and

WHEREAS, the contract for the 10 color copiers ended on March 25, 2018; and

WHEREAS, Resolution No. 18-619 approved June 27, 2018 approved a seven (7) month contract extension; and

WHEREAS, Resolution No. 18-949 approved October 24, 2018 authorized a month-to-month extension not to exceed six (6) months for the Canon color copiers; and

WHEREAS, the reason for the delay in awarding a new contract was to determine whether the City desired to utilize a state contract, a co-op contract or a public bid; and

WHEREAS, an additional month-to-month extension not to exceed six (6) months for the Canon color copiers effective April 1, 2019 while the bid specifications are currently being advertised; and

WHEREAS, if the City completes the bidding and awards a new contract prior to the expiration of the six (6) months extension, the City has the right to terminate the extended contract; and

WHEREAS, the City has another contract for 100 black and white Ricoh copiers which expired on September 30, 2018; and

WHEREAS, Resolution No. 18-950 approved October 24, 2018 authorized a month-to-month extension not to exceed six (6) months for the Ricoh copiers; and

WHEREAS, an additional extension month-to-month not to exceed six (6) months effective April 1, 2019 is required; and

WHEREAS, it is necessary to extend the Ricoh black and white copiers contract month-to-month not to exceed six (6) months so that the City can solicit bids for one contract for the leasing and maintenance of black and white copiers and color copiers; and

WHEREAS, the City expects to receive better prices as a result of combining the two contracts into one contract with one contractor; and

WHEREAS, it is in the City’s best interests to have one contract for 110 copiers instead of having two separate contracts; and

WHEREAS, the total cost of the contract extension shall not exceed the sum of $27,000.00; and

(Continued on page 2)
RESOLUTION RATIFYING A MONTH-TO-MONTH EXTENSION NOT TO EXCEED SIX (6) MONTHS OF A CONTRACT WITH CANON SOLUTIONS AMERICA, INC. FOR THE LEASING, MAINTENANCE (INCLUDING ALL SUPPLIES) OF TEN (10) COLOR COPIER MACHINES EFFECTIVE APRIL 1, 2019 FOR VARIOUS LOCATIONS CITYWIDE FOR THE DEPARTMENT OF PUBLIC WORKS

WHEREAS, funds in the amount of $4,000.00 are available in the unclassified operating account No. 01-201-31-433-304; and

WHEREAS, this change order increases the original contract amount by more than twenty (20) percent and N.J.A.C. 5:30-11.9 requires the adoption of a resolution authorizing all change orders in excess of twenty (20) percent.

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

1) The extension of the contract with Canon Solutions America, Inc. for 10 color copiers for the Department of Public Works for a month-to-month period not to exceed six (6) months effective April 1, 2019 is approved;

2) Notice of this change order extending the contract shall be published once in a newspaper of general circulation as required by law; and

3) Pursuant to N.J.S.A. 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.

I, Elizabeth Castillo, as Acting Chief Financial Officer, hereby certify that these funds are available for this expenditure in Unclassified Operating Account No. 19-01-201-31-433-304 for payment of the above resolution.

PO # 133334

April 15, 2019

APPROVED: [Signature]

APPROVED AS TO LEGAL FORM: [Signature]

Certification Required

Not Required

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 4.24.19

<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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<th>COUNCILPERSON</th>
<th>AYE</th>
<th>NAY</th>
<th>N.V.</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.

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 A MONTH-TO-MONTH EXTENSION NOT TO EXCEED SIX (6) MONTHS OF A CONTRACT WITH CANON SOLUTIONS AMERICA, INC. FOR THE LEASING, MAINTENANCE (INCLUDING ALL SUPPLIES) OF TEN (10) COLOR COPIER MACHINES EFFECTIVE APRIL 1, 2019 FOR VARIOUS LOCATIONS CITYWIDE FOR THE DEPARTMENT OF PUBLIC WORKS

Project Manager

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<tr>
<th>Department/Division</th>
<th>DPW</th>
<th>Automotive</th>
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</thead>
<tbody>
<tr>
<td>Name/Title</td>
<td>Steve Miller</td>
<td>Confidential Assistant</td>
</tr>
<tr>
<td>Phone/email</td>
<td>201-547-4904 201-206-9531</td>
<td><a href="mailto:stevem@jenj.org">stevem@jenj.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

◆ For the leasing, maintenance including all supplies.
◆ For 10 color copier machines.
◆ Bid specification is currently being advertised.

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

01-201-31-433-304 (Unclassified Operating)  04/01/19 to 09/30/19.
Total Extension amount = $27,000.00
Temporary Encumbrancy = $4,000.00

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  Date

Signature of Purchasing Director  Date
(REVISED 4/13)

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): Naoki Sannomura, Senior VP, Marketing
Representative’s Signature: __________________________
Name of Company: Canon Solutions America, Inc.
Tel. No.: 300-815-4009
Date: 3/20/19
APPENDIX A
AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability

The contractor and the ____________________ of ____________________, (hereafter “owner”) do hereby agree that the provisions of Title II of the Americans with Disabilities Act of 1990 (the “Act”) (42 U.S.C. 12132 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, 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, 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 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: Canon Solutions America, Inc.
Tel No.: 800-315-6000
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: Canon Solutions America Inc
Address: 500 Commerce Cir Blvd, Burlington, NJ 08016
Telephone No.: (609) 699-4100
Contact Name: Steve Smith

Please check applicable category:

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

___ Woman Owned business (WBE)  ___ Neither

Definitions

Minority Business Enterprise

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

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

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

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

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

Woman Business Enterprise

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.
Minority/Woman Business Enterprise (MWBE)
Questionnaire for Bidders

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

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

Business Name: Canon Solutions America Inc.
Address: 300 Commerce Sq. Blvd. Bergenfield, NJ 07621
Telephone No.: 609-699-4788
Contact Name: Steve San.

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 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-2019 to 15-FEB-2022.

CANON SOLUTIONS AMERICA
ONE CANON PARK
SUFFOLK NY 11747

ELIZABETH MAHER MUOIO
State Treasurer
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 official> as defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (s).

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<th>Steven Fulop 2021</th>
<th>Mira Prinz-Arey for Council</th>
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<td>Lavarro 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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<td>Friends of Daniel Rivera</td>
<td>Solomon for Council 2021</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
☐ Limited Partnership ☐ Limited Liability Corporation ☐ Limited Liability Partnership

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<tr>
<th>Name of Stock or Shareholder</th>
<th>Home Address</th>
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<tbody>
<tr>
<td>100% owned by Canon USA, Inc., One Canon Park, Melville, NY 11747, a wholly owned subsidiary of Canon, Inc., a public company.</td>
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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: Canon Solutions America, Inc.
Signature of Affiant: [Signature]
Printed Name of Affiant: [Name]
Title: Senior VP Marketing
Date: 3/1/2019

Subscribed and sworn before me this 21st day of March, 2019
My Commission expires: June 19, 2019

(Pamela Marino)
(Witnessed or attested by)

PAMELA MARINO
NOTARY PUBLIC, State of New York
No. 01MA5045376
Qualified in Suffolk County
Commission Expires June 19, 2019
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
Canon Solutions America, Inc. (name of business entity) has not made any reportable
contributions in the **one-year period preceding March, 2013 (date City Council
awards contract) that would be deemed to be violations of Section One of the City of Jersey City's
Contractor Pay-to-Play Reform Ordinance 08-128 (attached hereto) and that would bar the award
of this contract. I further certify that during the term of the contract Canon Solutions America, Inc.
(name of business entity) will not make any reportable contributions in violation of Ordinance 08-
128.

PART II - Signature and Attestation:

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

Name of Business Entity: Canon Solutions America, Inc.

Signed _______________________________ Title: Senior Vice President, Marketing
Print Name: Naoki Sanomaya Date: 3/20/19

Subscribed and sworn before me this 20th day of March, 2019.
My Commission expires:

[Signature]
(Affiant)

Pamela Marino
(Print name & title of affiant)
(Notary Public)

**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.
Taxpayer Identification# 132-677-004/000

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)292-9222.

I wish you continued success in your business endeavors.

Sincerely,

[Signature]

James J. Fruscione
Director
New Jersey Division of Revenue

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

TAXPAYER NAME:
CANON SOLUTIONS AMERICA, INC.

TRADE NAME:

ADDRESS:
300 COMMERCE SQ BLVD
BURLINGTON NJ 08016-1270

EFFECTIVE DATE:
05/01/71

SEQUENCE NUMBER:
0088563

ISSUANCE DATE:
05/10/13

[Signature]
Director
New Jersey Division of Revenue
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: | Canon Solutions America, Inc. |
| Address: | One Canon Park |
| City: | Melville |
| State: | NY |
| Zip: | 11747 |

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

Naoki Sanno
Senior VP, Marketing

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>
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☐ Check here if the information is continued on subsequent page(s)
Supplement to Bid Specifications

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

1. 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, sex, affectional or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the public agency compliance officers setting forth provisions of this nondiscrimination clause.

2. 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, sex, affectional or sexual orientation.

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

4. The contractor or subcontractor, where applicable, agrees to comply with the regulations promulgated by the Treasurer pursuant to P.L. 1975, C. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.

5. The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers consistent with the applicable county employment goals prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C. 127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the affirmative action officer pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C. 127, as amended and supplemented from time to time.

6. The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies within the area, including employment agencies, placement services, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

7. 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.

8. The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, 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 contractor 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 19 of the administrative code (N.J.A.C. 17:27).

* No firm may be issued a purchase order or contract with the state unless they comply with the affirmative action regulations.

Please check appropriate box (one only)

I have a current New Jersey Affirmative Action Certification, (please attach a copy to your proposal).

I have a valid federal Affirmative Action plan approval letter, (please attach a copy to your proposal).

I have completed the enclosed Form AA302 Affirmative Action Employee Information Report.

REV. 12/99

4
RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO JEN ELECTRIC INC. FOR THE MAINTENANCE & REPAIR OF TRAFFIC SIGNALS & SCHOOL ZONE FLASHING BEACONS, PROJECT NO. 19-001-T FOR THE DEPARTMENT OF ADMINISTRATION/DIVISION OF ENGINEERING, TRAFFIC & TRANSPORTATION.

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, the City of Jersey City's (City) Purchasing Director acting within his authority and in conformity with N.J.S.A. 40A:11-1 et seq. publicly advertised for bids for the Maintenance & Repair of Traffic Signals & School Zone Flashing Beacons, Project No. 19-001-T for the Department of Administration/Division of Engineering, Traffic and Transportation pursuant to specifications and bids thereof; and

WHEREAS, the City received (2) Bids, the lowest responsible bid being that from Jen Electric Inc., 631 Morris Avenue, Springfield, New Jersey 07081, in the total bid amount of One Million, Seven Hundred Fifty Three Thousand, One Hundred Seventy ($1,753,170.00) Dollars; and

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

WHEREAS, the contract shall be for a period of one (1) year and the City reserves the right to extend the contract for two (2) additional one year terms pursuant to specifications and bids thereon; and

WHEREAS, the total amount of One Million, Seven Hundred Fifty Three Thousand, One Hundred Seventy ($1,753,170.00) Dollars is available in Operating Account #01-201-20-105-314; and

WHEREAS, these funds are available for this expenditure in accordance with requirements of the Local Budget Law, N.J.S.A. 40A:4-1 et seq.

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City that the said bid of the aforementioned Jen Electric Inc., be accepted and that a contract be awarded to said company in the above amount, and the Director of Purchasing is directed to have such a contract drawn up and executed; and be it further

RESOLVED, that upon certification by an official or employee of the City authorized to receive the material pursuant to the contract, that the same has been received and that the requirements of the contract met, then payment to the contractor shall be made in accordance with the provisions of the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et seq.; and be it further

(Continued on page 2)
RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO JEN ELECTRIC INC. FOR THE MAINTENANCE & REPAIR OF TRAFFIC SIGNALS & SCHOOL ZONE FLASHING BEACONS, PROJECT NO. 19-001-T FOR THE DEPARTMENT OF ADMINISTRATION/DIVISION OF ENGINEERING, TRAFFIC & TRANSPORTATION.

RESOLVED, this contract award shall be subject to the condition that the contractor provide satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et seq.; and be it further

RESOLVED, that the Mayor or Business Administrator is hereby authorized to execute a contract on behalf of the City of Jersey City.

Elizabeth Castillo, Acting Chief Financial Officer, certify that there are sufficient funds available for payment of this above resolution in account shown below:

Dept. of Administration/Division of Engineering, Traffic & Transportation

<table>
<thead>
<tr>
<th>Acct. No.</th>
<th>P.O. #</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>01-201-20-105-314</td>
<td>133292</td>
<td>Temp. Encumbrance $50,000.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Total Contract $1,753,170.00</td>
</tr>
</tbody>
</table>

Approved by Peter Rangel, Director of Purchasing, QPA

APPROVED:                            APPROVED AS TO LEGAL FORM  
Business Administrator              Corporation Counsel  

Certification Required ☑ Not Required ☐  

APPROVED 8-0  

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 4.24.19

<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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<tr>
<td>RIDDLE</td>
<td>✓</td>
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<td></td>
<td>PRINZ-AREY</td>
<td>✓</td>
<td></td>
<td></td>
<td>BOGGIANO</td>
<td>✓</td>
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<tr>
<td>YUN</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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<td></td>
<td></td>
<td>Robinson</td>
<td></td>
<td>✓</td>
<td></td>
<td>LAVARRO, PRES.</td>
<td>✓</td>
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</tr>
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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.

Rafael R. 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 AUTHORIZING THE AWARD OF A CONTRACT TO JEN ELECTRIC, INC., FOR THE 2019 MAINTENANCE AND REPAIR OF TRAFFIC SIGNALS & SCHOOL ZONE FLASHING BEACONS, PROJECT NO. 19-001-T FOR THE DEPARTMENT OF ADMINISTRATION/ DIVISION OF ENGINEERING, TRAFFIC & TRANSPORTATION

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>Jose R. Cunha, PE, CME</td>
<td>Chief Engineer</td>
</tr>
<tr>
<td>Phone/email</td>
<td>201-54-6986</td>
<td><a href="mailto:jrcunha@jcnj.org">jrcunha@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

2019 Preventative maintenance and emergency repair of traffic signals and school zone flashing beacons.

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

| Acct No: 01-201-20-105-314 | Fund | Amount: 1,753,170.00 $ | One year contract with an option for two (2) additional one (1) year terms |

Type of award: Public Bid

If “Other Exception”, enter type: 

Additional Information

I certify that all the facts presented herein are accurate.

Andrew Vischio, Director of Traffic & Transp.  3/21/19

Jose R. Cunha, PE, CME, Chief Engineer  3/21/19

Signature of Department Director  4/4/19
DATE : March 21, 2019
TO : Brian D. Platt, Business Administrator
FROM : Jose R. Cunha, PE, CME, City Engineer
SUBJECT : Recommendation to Award Contract
2019 Maintenance & Repair of Traffic Signals
& School Zone Flashing Beacons
Jersey City Project No. 19-001 T

The Engineering, Traffic and Transportation office received two (2) bids, for the above
subject project, on March 21st, 2019 as follows:

- JEN ELECTRIC INC. BID AMOUNT $1,753,170.00
- ORCHARD HOLDINGS BID AMOUNT $3,199,100.00

Upon careful and thorough review of these bid proposals, we recommend award of
contract to Jen Electric Inc., in the amount of $1,753,170.00.

Attached is corrected requisition along with Fact Sheet for use by the Purchasing Agent.

Should you have any questions or need any additional justifications regarding this contract
award, please do not hesitate to call my office at x6986.

JOSE R. CUNHA, PE, CME
City Engineer

C: Dawn Odom, Supv Adm Analyst
DATE : March 21, 2019
TO : Peter Folgado, RPPO, QPA, Purchasing Agent
FROM : Brian D. Platt, Business Administrator
SUBJECT : Award Recommendation

2019 Maintenance & Repair of Traffic Signals & School Zone Flashing Beacons
Jersey City Project No. 19-001 T

Please be advised, as per review of two bids received by the Engineering, Traffic and Transportation office, for above mentioned project, I recommend award of contract to:

JEN ELECTRIC, INC.
631 MORRIS AVENUE
SPRINGFIELD, NJ 07081

Your office may proceed and utilize the attached requisition listed below. Also, enclosed is a fact sheet for use with the awarding resolution to be included on the upcoming Council Meeting.

REQ # ACCOUNT NUMBER AMOUNT
0187646 01-201-20-105-314 $50,000.00

If you have any questions do not hesitate to call.

Attachments

[Signature]

Jose R. Cunha, PE, CME, CFWM, CRP, City Engineer
Raquel Tosado, Contractor Manager
Paola Campbell, Purchasing Division
Dawn Odom, Supv. Adm. Analyst
Bid items required under "2016 Maintenance & Repair of Traffic Signals & School Flashing Beacons" includes personnel, equipment, serviced and fueled or electrically powered equipment and all necessary support vehicles, drivers and equipment.

<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>APPROXIMATE QUANTITIES</th>
<th>UNIT BID PRICE WRITTEN IN WORDS</th>
<th>UNIT BID PRICES IN NUMBERS</th>
<th>AMOUNT BID (UNIT PRICE TIMES QUANTITY)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>250 Each</td>
<td>Bids for normal “annual preventative maintenance &amp; inspection” of traffic signals (with the exception of traffic flashing beacons and those designated by Jersey City)</td>
<td>ONE THOUSAND THREE DOLLARS AND NO CENTS</td>
<td>$1,350.00/EACH</td>
</tr>
<tr>
<td>2.</td>
<td>3 Each</td>
<td>Bids for normal “annual preventative maintenance &amp; inspection” of flashing traffic signal beacons (with the exception of traffic signals and those designated by Jersey City)</td>
<td>FOR SIX HUNDRED TWENTY-FIVE DOLLARS AND 200 CENTS</td>
<td>$625.00/EACH</td>
</tr>
<tr>
<td>3.</td>
<td>12 Each</td>
<td>Bids for normal “annual preventative maintenance &amp; inspection” of School Flashing Beacons</td>
<td>FOR THREE THOUSAND FIFTY DOLLARS AND 0 CENTS</td>
<td>$350.00/EACH</td>
</tr>
</tbody>
</table>

Proposal 3/7/2019 6:04 AM
<table>
<thead>
<tr>
<th>ITEM NO.</th>
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</thead>
<tbody>
<tr>
<td>4.</td>
<td>2200 Hrs</td>
<td>SIGNAL ELECTRICIAN (IMSA LEVEL II) 7:00 AM TO 3:30 PM (MONDAY THRU FRIDAY) FOR Thirty DOLLARS AND 0 CENTS $30.00/HR $16,000.00</td>
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<tr>
<td>5.</td>
<td>600 Hrs</td>
<td>SIGNAL ELECTRICIAN (IMSA LEVEL II) 3:30 PM TO 7:00 AM (MONDAY THRU FRIDAY) AND 24 HOURS BASIS (SATURDAY, SUNDAY &amp; HOLIDAYS) FOR Thirty DOLLARS AND 0 CENTS $30.00/HR $18,000.00</td>
<td></td>
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<tr>
<td>6.</td>
<td>1100 Hrs</td>
<td>SIGNAL ELECTRICIAN (IMSA LEVEL III) 7:00 AM TO 3:30 PM (MONDAY THRU FRIDAY) FOR One hundred seventy DOLLARS AND 0 CENTS $170.00/HR $18,700.00</td>
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<tr>
<td>ITEM NO.</td>
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<tr>
<td>7.</td>
<td>200 Hrs.</td>
<td>SIGNAL ELECTRICIAN (IMSA LEVEL III) 3:30 PM TO 7:00 AM (MONDAY THRU FRIDAY) AND 24 HOURS BASIS (SATURDAY, SUNDAY &amp; HOLIDAYS) FOR One hundred ninety dollars AND __________ CENTS $19.00/HR $38,000.00</td>
<td></td>
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<tr>
<td>8.</td>
<td>750 Hrs.</td>
<td>ELECTRICIAN HELPER 7:00 AM TO 3:30 PM (MONDAY THRU FRIDAY) FOR Eighteen dollars AND __________ CENTS $18.00/HR $13,500.00</td>
<td></td>
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<tr>
<td>9.</td>
<td>400 Hrs.</td>
<td>ELECTRICIAN HELPER 3:30 PM TO 7:00 AM (MONDAY THRU FRIDAY) AND 24 HOURS BASIS (SATURDAY, SUNDAY &amp; HOLIDAYS) FOR Eighteen dollars AND __________ CENTS $18.00/HR $7,200.00</td>
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<td>ITEM</td>
<td>APPROXIMATE QUANTITIES</td>
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<tr>
<td>10.</td>
<td>2400 Hrs.</td>
<td>Mobile Bucket Truck (Min. 25 feet working height, without operator, to be used by Electrician, per bid items above)</td>
<td>FOR $30.00/HR.</td>
<td>$72,000.00</td>
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<td>AND $0.00 CENTS</td>
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<tr>
<td>11.</td>
<td>500 Hrs.</td>
<td>Mobile Bucket Truck (Min. 50 Ft. working height, without operator, to be used by electrician per bid items above)</td>
<td>FOR $20.00/HR.</td>
<td>$10,000.00</td>
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<td>AND $0.00 CENTS</td>
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<tr>
<td>12.</td>
<td>500 Feet</td>
<td>Bid per linear foot of loop detector in asphalt pavement (1/4&quot; x 2&quot; deep) complete in place, including all materials (wire, asbestos rope, sealant, asphalt, hook-up in cabinet, etc.), excluding any conduit work.</td>
<td>FOR $8.00/FT</td>
<td>$4,000.00</td>
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<td></td>
<td>AND $0.00 CENTS</td>
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</table>
## BID SHEET

<table>
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<tr>
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</tr>
</thead>
<tbody>
<tr>
<td>13.</td>
<td>200 Feet</td>
<td>Bid per linear foot of 2&quot; CUR rigid metal conduit, complete excavation, installation and original surface restoration, material and hook-up wiring</td>
<td>$28.00/FT</td>
<td>$5,600.00</td>
</tr>
<tr>
<td>14.</td>
<td>200 Feet</td>
<td>Bid per linear foot of 2&quot; CUG rigid metal conduit, complete excavation, installation and original surface restoration, material and hook-up wiring</td>
<td>$28.00/FT</td>
<td>$5,600.00</td>
</tr>
<tr>
<td>15.</td>
<td>200 Feet</td>
<td>Bid per linear foot of 3&quot; CUR, rigid metal conduit, complete excavation, installation and original surface restoration, material and hook-up wiring</td>
<td>$28.00/FT</td>
<td>$5,600.00</td>
</tr>
<tr>
<td>ITEM NO.</td>
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<tr>
<td>16</td>
<td>200 Feet</td>
<td>Bid per linear foot of 3&quot; CUG, rigid metal conduit, complete excavation, installation and original surface restoration, material and hook-up wiring</td>
<td>FOR Twenty Eight DOLLARS AND One Hundred Twenty CENTS $25.00/FT</td>
<td>$5,600.00</td>
</tr>
<tr>
<td>17</td>
<td>200 Feet</td>
<td>Bid per linear foot of 4&quot; CUG/CUR, rigid metal conduit, complete excavation, installation and original surface restoration, material and hook-up wiring</td>
<td>FOR Twenty Eight DOLLARS AND One Hundred Twenty CENTS $28.00/FT</td>
<td>$5,600.00</td>
</tr>
<tr>
<td>18</td>
<td>200 Feet</td>
<td>Bid per linear foot of 4&quot; CUG/CUR, PVC PIPE, complete excavation, installation and original surface restoration, material and hook-up wiring</td>
<td>FOR Twenty Eight DOLLARS AND One Hundred Twenty CENTS $28.00/FT</td>
<td>$5,600.00</td>
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</thead>
<tbody>
<tr>
<td>19.</td>
<td>Foundation (P) 2 UNITS</td>
<td>Installation of foundation (P) including all conduits, material, debris removal and all incidentals to install the cabinet and restoration of sidewalk to existing texture.</td>
<td>FOR Eight Hundred DOLLARS AND zero CENTS</td>
<td>$800.00/UNIT $1,600.00</td>
</tr>
<tr>
<td>20.</td>
<td>Foundation (SFK) 4 UNITS</td>
<td>Installation of foundation (SFK) including any conduits, material, debris removal, and restoration of sidewalk to existing texture.</td>
<td>FOR One Thousand DOLLARS AND zero CENTS</td>
<td>$1,110.00/UNIT $4,440.00</td>
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<tr>
<td>21.</td>
<td>Foundation (MCF) 2 UNITS</td>
<td>Installation of foundation (MCF) including any conduits, material, debris removal, and restoration of sidewalk to existing texture.</td>
<td>FOR Nine Hundred Fifty DOLLARS AND zero CENTS</td>
<td>$950.00/UNIT $1,900.00</td>
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<td>ITEM NO.</td>
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<tr>
<td>22.</td>
<td>Foundation (STF) 1 UNIT</td>
<td>Installation of foundation (STF) including any conduits, material, debris removal, and restoration of sidewalk to existing texture.</td>
<td>FOR Two Thousand Two Hundred DOLLARS AND _______ NO _______ CENTS</td>
<td>$2,200.00 UNIT $2,200.00</td>
</tr>
<tr>
<td>23.</td>
<td>Foundation (SFT) 6 UNITS</td>
<td>Installation of foundation (SFT) including any conduits, material, debris removal, and restoration of sidewalk to existing texture</td>
<td>FOR Five Hundred DOLLARS AND _______ NO _______ CENTS</td>
<td>$500.00 UNIT $3,000.00</td>
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<tr>
<td>24.</td>
<td>Foundation (SPF) 10 UNITS</td>
<td>Installation of foundation (SPF) including any conduits, material, debris removal, and restoration of sidewalk to existing texture.</td>
<td>FOR Five Hundred DOLLARS AND _______ NO _______ CENTS</td>
<td>$500.00 UNIT $5,000.00</td>
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<td>ITEM NO.</td>
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<tr>
<td>25.</td>
<td>Junction Box (JB) 6 UNITS</td>
<td>Installation of new 18 x 36 Junction Box (Cast in Place) including any conduits and restoration of sidewalk to existing texture</td>
<td>FOR Six Hundred Thirty DOLLARS AND $33.00/UNIT</td>
<td>$3,780.00</td>
</tr>
<tr>
<td>26.</td>
<td>Junction Box (Frame) 10 UNITS</td>
<td>Installation of new 18 x 36 Junction Box frame to replace existing frame, and restoration of sidewalk to existing texture.</td>
<td>FOR Three Hundred Fifty DOLLARS AND $350.00/UNIT</td>
<td>$3,500.00</td>
</tr>
<tr>
<td>27.</td>
<td>500 Linear Feet</td>
<td>9&quot;x20&quot; Concrete Vertical Curb complete excavation, Re-installation and surface restoration</td>
<td>FOR Twenty DOLLARS AND $20.00/FT</td>
<td>$10,000.00</td>
</tr>
<tr>
<td>ITEM NO.</td>
<td>ITEM DESCRIPTION</td>
<td>UNIT QUANTITIES</td>
<td>UNIT BID PRICE WRITTEN IN WORDS</td>
<td>UNIT BID PRICES IN NUMBERS</td>
</tr>
<tr>
<td>---------</td>
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<td>----------------</td>
<td>-------------------------------</td>
<td>---------------------------</td>
</tr>
<tr>
<td>28.</td>
<td>500 Square Yard</td>
<td></td>
<td>4&quot; Thick Concrete Sidewalk complete excavation, re-installation and surface restoration</td>
<td>$20.00/ SY</td>
</tr>
<tr>
<td>29.</td>
<td>Foundation Removal</td>
<td>6 UNITS</td>
<td>Removal and clearance of debris, and restoration of sidewalk to existing texture (P, SFT, SPF, SFK, MCF, STF, M, &amp; OTHER TRAFFIC RELATED FOUNDATIONS)</td>
<td>$300.00/UNIT</td>
</tr>
<tr>
<td>30.</td>
<td>5 Units</td>
<td>1 Camera Detection System, Iteris Versicum or equal, including camera mounting bracket, Min. 250 ft of cable, cabinet mounting panel, power supply, all material for complete installation (excluding removal of existing loop lead) and connection to existing controller detector and backpanel.</td>
<td>$4,000.00/UNIT</td>
<td>$23,000.00</td>
</tr>
<tr>
<td>31.</td>
<td>0 Units</td>
<td>ITEM DELETED</td>
<td></td>
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</tbody>
</table>
# BID SHEET

## SUPPLY OF SPECIAL ITEMS (#30 TO #119) FOR EMERGENCY MAINTENANCE (EXCLUDING LABOR & EQUIPMENT)

### VIDEO DETECTION

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Approximate No.</th>
<th>Quantities</th>
<th>Unit Bid Price Written in Words</th>
<th>Unit Bid Prices in Numbers</th>
<th>Amount Bid (Unit Price Times Quantity)</th>
</tr>
</thead>
<tbody>
<tr>
<td>32</td>
<td>5 Units</td>
<td>2 Camera Detection System, Iteris Versicam or equal, including camera mounting bracket, min. 400 lf of cable, cabinet mounting panel, power supply, all material for complete installation (excluding removal of existing loop lead) and connection to existing controller detector and backpanel.</td>
<td>FOR <strong>Six Thousand Eight Hundred</strong> DOLLARS</td>
<td>$6,800.00/UNIT</td>
<td>$34,000.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>AND <strong>NO</strong> CENTS</td>
<td>$6,800.00/UNIT</td>
<td>$34,000.00</td>
</tr>
<tr>
<td>33</td>
<td>5 Units</td>
<td>3 Camera Detection System, Iteris Versicam or equal, including camera mounting bracket, min. 500 lf of cable, cabinet mounting panel, power supply, all material for complete installation (excluding removal of existing loop lead) and connection to existing controller detector and backpanel.</td>
<td>FOR <strong>Nine Thousand Six Hundred</strong> DOLLARS</td>
<td>$9,600.00/UNIT</td>
<td>$48,000.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>AND <strong>NO</strong> CENTS</td>
<td>$9,600.00/UNIT</td>
<td>$48,000.00</td>
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</table>
City of Jersey City

BID SHEET

<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>APPROXIMATE QUANTITIES</th>
<th>UNIT BID PRICE WRITTEN IN WORDS</th>
<th>UNIT BID PRICES IN NUMBERS</th>
<th>AMOUNT BID (UNIT PRICE TIMES QUANTITY)</th>
</tr>
</thead>
<tbody>
<tr>
<td>34</td>
<td>5 Units</td>
<td>4 Camera Detection System, Iteris Versicam or equal, including camera mounting bracket, min. 850 ft of cable, cabinet mounting panel, power supply, all material for complete installation (excluding removal of existing loop lead) and connection to existing controller detector and backpanel. <strong>Eleven Thousand</strong> FOR <strong>Eight Hundred</strong> DOLLARS AND _____ NO CENTS <strong>$11,800.00 UNIT</strong> <strong>$59,000.00</strong></td>
<td></td>
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</tr>
<tr>
<td>35</td>
<td>2 POLES</td>
<td>Pole TYPE K w/cap</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>FOR <strong>Nine Hundred</strong> DOLLARS</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>AND _____ NO CENTS</td>
<td><strong>$900.00 UNIT</strong></td>
<td><strong>$1,800.00</strong></td>
</tr>
<tr>
<td>36</td>
<td>10 POLES</td>
<td>Pole TYPE T w/cap</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>FOR <strong>One Thousand Two Hundred</strong> DOLLARS</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>AND _____ NO CENTS</td>
<td><strong>$1,200.00 UNIT</strong></td>
<td><strong>$12,000.00</strong></td>
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<td>ITEM NO.</td>
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<td>UNIT BID PRICES IN NUMBERS</td>
<td>AMOUNT BID (UNIT PRICE TIMES QUANTITY)</td>
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<td>---------</td>
<td>------------------------</td>
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<td>-----------------------------</td>
<td>---------------------------------------</td>
</tr>
<tr>
<td>37.</td>
<td>10 POLES</td>
<td>Pole TYPE Pedestal w/cap</td>
<td>FOUR HUNDRED DOLLARS</td>
<td>$400.00 UNIT</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>AND 0 CENTS</td>
<td>$400.00 UNIT</td>
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<tr>
<td>38.</td>
<td>10 POLES</td>
<td>Pole TYPE Pedestal (10 FT FOR SQUARE SCREW-IN BASE)</td>
<td>FOUR HUNDRED FIFTY DOLLARS</td>
<td>$450.00 UNIT</td>
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<td></td>
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<td>AND 100 CENTS</td>
<td>$450.00 UNIT</td>
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<tr>
<td>39.</td>
<td>5 POLES</td>
<td>Pole TYPE Pedestal (14 FT FOR SQUARE SCREW-IN BASE)</td>
<td>FOUR HUNDRED DOLLARS</td>
<td>$400.00 UNIT</td>
</tr>
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<td></td>
<td></td>
<td></td>
<td>AND 0 CENTS</td>
<td>$400.00 UNIT</td>
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<tr>
<td>40.</td>
<td>10 BASES</td>
<td>Transformer Base TYPE K</td>
<td>NINE HUNDRED THIRTY DOLLARS</td>
<td>$940.00 UNIT</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>AND 0 CENTS</td>
<td>$940.00 UNIT</td>
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## BID SHEET

<table>
<thead>
<tr>
<th>ITEM</th>
<th>APPROXIMATE QUANTITIES</th>
<th>UNIT BID PRICE WRITTEN IN WORDS</th>
<th>UNIT BID PRICES IN NUMBERS</th>
<th>AMOUNT BID (UNIT PRICE TIMES QUANTITY)</th>
</tr>
</thead>
<tbody>
<tr>
<td>41.</td>
<td>20 BASES</td>
<td>Transformer Base TYPE T</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>FOR Five Hundred DOLLARS</td>
<td>$500.00/unit</td>
<td>$10,000.00</td>
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<tr>
<td></td>
<td></td>
<td>AND 40 CENTS</td>
<td></td>
<td></td>
</tr>
<tr>
<td>42.</td>
<td>15 BASES</td>
<td>Transformer Base TYPE Pedestal (Square)</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>FOR One Hundred Eighty DOLLARS</td>
<td>$180.00/unit</td>
<td>$2,700.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td>AND 40 CENTS</td>
<td></td>
<td></td>
</tr>
<tr>
<td>43.</td>
<td>7 ASSEMBLIES</td>
<td>Pole TYPE K with K Transformer Base &amp; Anchor Bolts</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>FOR One Thousand Eighty DOLLARS</td>
<td>$1,875.00/unit</td>
<td>$13,125.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td>AND 60 CENTS</td>
<td></td>
<td></td>
</tr>
<tr>
<td>44.</td>
<td>10 ASSEMBLIES</td>
<td>Pole TYPE T with TB/2 Transformer Base &amp; Anchor Bolts</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>FOR One Thousand Four Hundred DOLLARS</td>
<td>$1,400.00/unit</td>
<td>$14,000.00</td>
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<tr>
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<td></td>
<td>AND 60 CENTS</td>
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<td>ITEM NO.</td>
<td>APPROXIMATE QUANTITIES</td>
<td>UNIT BID PRICE WRITTEN IN WORDS</td>
<td>UNIT BID PRICES IN NUMBERS</td>
<td>AMOUNT BID (UNIT PRICE TIMES QUANTITY)</td>
</tr>
<tr>
<td>---------</td>
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<td>----------------------------------------</td>
</tr>
<tr>
<td>45.</td>
<td>10 ASSEMBLIES</td>
<td>Pole TYPE Pedestal with Pedestal Transformer Base &amp; Anchor Bolts</td>
<td>$600.00/UNIT</td>
<td>$6,000.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td>FOR Six Hundred DOLLARS 4000</td>
<td>AND 00 CENTS</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Per Assembly</td>
<td></td>
<td></td>
</tr>
<tr>
<td>46.</td>
<td>15 DOORS</td>
<td>Transformer Base Door, TYPE K</td>
<td>$32.00/UNIT</td>
<td>$480.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td>(not included in Preventative Maintenance Replacement)</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>FOR Thirty Two DOLLARS 3200</td>
<td>AND 00 CENTS</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Per Door</td>
<td></td>
<td></td>
</tr>
<tr>
<td>47.</td>
<td>25 DOORS</td>
<td>Transformer Base Door, TYPE T</td>
<td>$32.00/UNIT</td>
<td>$800.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td>(not included in Preventative Maintenance Replacement)</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>FOR Thirty Two DOLLARS 3200</td>
<td>AND 00 CENTS</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Per Door</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
## BID SHEET

<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>APPROXIMATE QUANTITIES</th>
<th>UNIT BID PRICE WRITTEN IN WORDS</th>
<th>UNIT BID PRICES IN NUMBERS</th>
<th>AMOUNT BID (UNIT PRICE TIMES QUANTITY)</th>
</tr>
</thead>
<tbody>
<tr>
<td>48.</td>
<td>15 DOORS</td>
<td>Transformer Base Door, TYPE Pedestal (not included in Preventative Maintenance Replacement)</td>
<td>30 Two DOLLARS AND 00 CENTS</td>
<td>$32.00 UNIT &amp; $480.00</td>
</tr>
<tr>
<td>49.</td>
<td>2 ASSEMBLIES</td>
<td>TYPE 12 K Pole Mast Arm with Clamps</td>
<td>92 Five DOLLARS AND 00 CENTS</td>
<td>$975.00 UNIT &amp; $1950.00</td>
</tr>
<tr>
<td>50.</td>
<td>2 ASSEMBLIES</td>
<td>TYPE 15 K Pole Mast Arm with Clamps</td>
<td>1250 One Thousand CENTS</td>
<td>$1,500.00 UNIT &amp; $2,300.00</td>
</tr>
<tr>
<td>51.</td>
<td>2 ASSEMBLIES</td>
<td>TYPE 20 K Pole Mast Arm with Clamps</td>
<td>1250 One Thousand CENTS</td>
<td>$1,350.00 UNIT &amp; $2,700.00</td>
</tr>
<tr>
<td>ITEM NO.</td>
<td>APPROXIMATE QUANTITIES</td>
<td>UNIT BID PRICE WRITTEN IN WORDS</td>
<td>UNIT BID PRICES IN NUMBERS</td>
<td>AMOUNT BID (UNIT PRICE TIMES QUANTITY)</td>
</tr>
<tr>
<td>----------</td>
<td>------------------------</td>
<td>---------------------------------</td>
<td>-----------------------------</td>
<td>---------------------------------------</td>
</tr>
<tr>
<td>52.</td>
<td>4 ASSEMBLIES</td>
<td>TYPE 25 K Pole Mast Arm with Clamps for five hundred dollars and 00 cents per assembly</td>
<td>$1,500.00/unit</td>
<td>$6,000.00</td>
</tr>
<tr>
<td>53.</td>
<td>4 ASSEMBLIES</td>
<td>TYPE 12 T Pole Mast Arm with Clamps for seven hundred forty dollars and 00 cents per assembly</td>
<td>$740.00/unit</td>
<td>$2,960.00</td>
</tr>
<tr>
<td>54.</td>
<td>4 ASSEMBLIES</td>
<td>TYPE 15 T Pole Mast Arm with Clamp; for one thousand dollars and 00 cents per assembly</td>
<td>$1,000.00/unit</td>
<td>$4,000.00</td>
</tr>
<tr>
<td>55.</td>
<td>6 ASSEMBLIES</td>
<td>TYPE 20 T Pole Mast Arm with Clamps for one thousand one hundred dollars and 00 cents per assembly</td>
<td>$1,100.00/unit</td>
<td>$6,600.00</td>
</tr>
</tbody>
</table>
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<table>
<thead>
<tr>
<th>ITEM NO.</th>
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<th>UNIT BID PRICES IN NUMBERS</th>
<th>AMOUNT BID (UNIT PRICE TIMES QUANTITY)</th>
</tr>
</thead>
<tbody>
<tr>
<td>56.</td>
<td>20 UNITS</td>
<td>SLIP FITTERS FOR PEDESTAL POLES</td>
<td>FOR NINETY DOLLARS</td>
<td>$90.00 UNIT</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>AND NO CENTS</td>
<td></td>
</tr>
<tr>
<td>57.</td>
<td>25 ASSEMBLIES</td>
<td>Traffic Signal Assembly – 12” w/LED Module &amp; Visors, 3 Section (Red, Yellow, Green), Single (including truss hanger and all hardware &amp; wiring to mount signals)</td>
<td>FOR SIX HUNDRED DOLLARS</td>
<td>$600.00 UNIT</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>AND NO CENTS</td>
<td></td>
</tr>
<tr>
<td>58.</td>
<td>25 ASSEMBLIES</td>
<td>Traffic Signal Assembly – 12” w/LED Module &amp; Visors, 3 Section (Red, Yellow, Green), Back to Back (including truss hanger and all hardware &amp; wiring to mount signals)</td>
<td>FOR NINE HUNDRED DOLLARS</td>
<td>$900.00 UNIT</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>AND NO CENTS</td>
<td></td>
</tr>
<tr>
<td>ITEM NO.</td>
<td>APPROXIMATE QUANTITIES</td>
<td>UNIT BID PRICE WRITTEN IN WORDS</td>
<td>UNIT BID PRICES IN NUMBERS</td>
<td>AMOUNT BID (UNIT PRICE TIMES QUANTITY)</td>
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<tr>
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</tr>
<tr>
<td>59.</td>
<td>15 ASSEMBLIES</td>
<td>Traffic Signal Assembly – 12” w/LED Module &amp; Visors, 4 Section (R,Y,G,Bimodal), Single (including truss hanger and all hardware &amp; wiring to mount signals)</td>
<td>FOR Six Hundred DOLLARS $600.00/UNIT $9,000.00</td>
<td></td>
</tr>
<tr>
<td>60.</td>
<td>20 ASSEMBLIES</td>
<td>Traffic Signal Assembly – 12” w/LED Module &amp; Visors, 4 Section (R,Y,G,Bimodal), Back to Back (including truss hanger and all hardware &amp; wiring to mount signals)</td>
<td>FOR One Thousand DOLLARS $1,000.00/UNIT $20,000.00</td>
<td></td>
</tr>
<tr>
<td>61.</td>
<td>15 ASSEMBLIES</td>
<td>Traffic Signal Assembly – 12” w/LED Module &amp; Visors, 3 Section (Arrows), Single (including truss hanger and all hardware &amp; wiring to mount signals)</td>
<td>FOR Four Hundred DOLLARS $400.00/UNIT $6,000.00</td>
<td></td>
</tr>
<tr>
<td>ITEM NO.</td>
<td>QUANTITIES</td>
<td>UNIT BID PRICE WRITTEN IN WORDS</td>
<td>UNIT BID PRICE IN NUMBERS</td>
<td>AMOUNT BID (UNIT PRICE TIMES QUANTITY)</td>
</tr>
<tr>
<td>---------</td>
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<td>--------------------------------------</td>
</tr>
<tr>
<td>62.</td>
<td>20 ASSEMBLIES</td>
<td>Traffic Signal Assembly – 12” w/LED Module &amp; Visors, 3 Section (Arrows), Back to Back (including truss hanger and all hardware &amp; wiring to mount signals)</td>
<td>$700.00 UNIT</td>
<td>$14,000.00</td>
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<tr>
<td>63.</td>
<td>25 MODULES</td>
<td>Traffic Signal Module- 12” w/LED Dual Indication Arrow (Green/Yellow)</td>
<td>$115.00 UNIT</td>
<td>$2,875.00</td>
</tr>
<tr>
<td>64.</td>
<td>25 ASSEMBLIES</td>
<td>Traffic Signal Assembly – 8” w/LED Module &amp; Visors, 3 Section( Red, Yellow, Green), Single (including truss hanger and all hardware to mount signals)</td>
<td>$500.00 UNIT</td>
<td>$12,500.00</td>
</tr>
<tr>
<td>ITEM NO.</td>
<td>APPROXIMATE QUANTITIES</td>
<td>UNIT BID PRICE WRITTEN IN WORDS</td>
<td>UNIT BID PRICES IN NUMBERS</td>
<td>AMOUNT BID (UNIT PRICE TIMES QUANTITY)</td>
</tr>
<tr>
<td>---------</td>
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<td>-----------------------------</td>
<td>--------------------------------------</td>
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<tr>
<td>65.</td>
<td>25 ASSEMBLIES</td>
<td>Traffic Signal Assembly – 8&quot; w/LED Module &amp; Visors, 3 Section (Red, Yellow, Green), Back to Back (including truss hanger and all hardware to mount signals)</td>
<td>$800.00 UNIT</td>
<td>$20,000.00</td>
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<tr>
<td>66.</td>
<td>25 MODULES</td>
<td>12&quot; Vehicular Signal LED Module, Red Ball</td>
<td>$45.00 UNIT</td>
<td>$1,875.00</td>
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<td>67.</td>
<td>25 MODULES</td>
<td>12&quot; Vehicular Signal LED Module, Yellow Ball</td>
<td>$45.00 UNIT</td>
<td>$1,875.00</td>
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<tr>
<td>68.</td>
<td>25 MODULES</td>
<td>12&quot; Vehicular Signal LED Module, Green Ball</td>
<td>$45.00 UNIT</td>
<td>$1,875.00</td>
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</table>
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<tr>
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<th>AMOUNT BID (UNIT PRICE TIMES QUANTITY)</th>
</tr>
</thead>
<tbody>
<tr>
<td>69.</td>
<td>25 MODULES</td>
<td>12 &quot; Vehicular Signal LED Module, Red Arrow FOR <strong>Fifty five</strong> DOLLARS AND <strong>no</strong> CENTS Per Module</td>
<td>$55.00 UNIT</td>
<td>$1,375.00</td>
</tr>
<tr>
<td>70.</td>
<td>25 MODULES</td>
<td>12 &quot; Vehicular Signal LED Module, Yellow Arrow FOR <strong>Fifty five</strong> DOLLARS AND <strong>no</strong> CENTS Per Module</td>
<td>$55.00 UNIT</td>
<td>$1,375.00</td>
</tr>
<tr>
<td>71.</td>
<td>25 MODULES</td>
<td>12 &quot; Vehicular Signal LED Module, Green Arrow FOR <strong>Fifty five</strong> DOLLARS AND <strong>no</strong> CENTS Per Module</td>
<td>$55.00 UNIT</td>
<td>$1,375.00</td>
</tr>
<tr>
<td>72.</td>
<td>25 MODULES</td>
<td>8&quot; Vehicular Signal LED Module, Red FOR <strong>Seventy five</strong> DOLLARS AND <strong>no</strong> CENTS Per Module</td>
<td>$75.00 UNIT</td>
<td>$1,875.00</td>
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<th>AMOUNT BID (UNIT PRICE TIMES QUANTITY)</th>
</tr>
</thead>
<tbody>
<tr>
<td>73.</td>
<td>25 MODULES</td>
<td>8&quot; Vehicular Signal LED Module, Yellow FOR <strong>Seventy Five</strong> DOLLARS AND <em><strong>00</strong></em> CENTS</td>
<td>$75.00 UNIT</td>
<td>$1,875.00</td>
</tr>
<tr>
<td>74.</td>
<td>25 MODULES</td>
<td>8&quot; Vehicular Signal LED Module, Green FOR <strong>Seventy Five</strong> DOLLARS AND <em><strong>00</strong></em> CENTS</td>
<td>$75.00 UNIT</td>
<td>$1,875.00</td>
</tr>
<tr>
<td>75.</td>
<td>30 UNITS</td>
<td>Universal Joint &amp; Wire Outlet, Bronze FOR <strong>One Hundred Ninety</strong> DOLLARS AND <em><strong>00</strong></em> CENTS</td>
<td>$190.00 UNIT</td>
<td>$5,700.00</td>
</tr>
<tr>
<td>76.</td>
<td>25 BRACKETS</td>
<td>Traffic Signal Bracket – 1-Way FOR <strong>One Hundred Forty</strong> DOLLARS AND <em><strong>00</strong></em> CENTS</td>
<td>$140.00 UNIT</td>
<td>$3,500.00</td>
</tr>
<tr>
<td>ITEM NO.</td>
<td>APPROXIMATE QUANTITIES</td>
<td>UNIT BID PRICE WRITTEN IN WORDS</td>
<td>UNIT BID PRICES IN NUMBERS</td>
<td>AMOUNT BID (UNIT PRICE TIMES QUANTITY)</td>
</tr>
<tr>
<td>---------</td>
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<tr>
<td>77.</td>
<td>25 BRACKETS</td>
<td>Traffic Signal Bracket – 2-Way</td>
<td>$340.00 UNIT</td>
<td>$8,500.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td>FOR Three hundred forty dollars</td>
<td>AND 00 CENTS</td>
<td>Per Bracket</td>
</tr>
<tr>
<td>78.</td>
<td>10 BRACKETS</td>
<td>Traffic Signal Bracket – 3-Way</td>
<td>$220.00 UNIT</td>
<td>$2,200.00</td>
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<tr>
<td></td>
<td></td>
<td>FOR Two hundred twenty dollars</td>
<td>AND 00 CENTS</td>
<td>Per Bracket</td>
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<tr>
<td>79.</td>
<td>5 BRACKETS</td>
<td>Traffic Signal Bracket – 4-Way</td>
<td>$240.00 UNIT</td>
<td>$1,200.00</td>
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<td></td>
<td></td>
<td>FOR Two hundred forty dollars</td>
<td>AND 00 CENTS</td>
<td>Per Bracket</td>
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<tr>
<td>80.</td>
<td>25 VISORS</td>
<td>Traffic signal Visor (8&quot;)</td>
<td>$25.00 UNIT</td>
<td>$625.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td>FOR Twenty five dollars</td>
<td>AND 00 CENTS</td>
<td>Per Visor</td>
</tr>
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</table>
### BID SHEET

<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>APPROXIMATE QUANTITIES</th>
<th>UNIT BID PRICE WRITTEN IN WORDS</th>
<th>UNIT BID PRICES IN NUMBERS</th>
<th>AMOUNT BID (UNIT PRICE TIMES QUANTITY)</th>
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</thead>
<tbody>
<tr>
<td>81.</td>
<td>25 VISORS</td>
<td>Traffic signal Visor (12&quot;)</td>
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<tr>
<td></td>
<td></td>
<td>FOR Thirty five DOLLARS</td>
<td>$35.00 UNIT</td>
<td>$875.00</td>
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<td></td>
<td></td>
<td>AND $00 CENTS Per Visor</td>
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<tr>
<td>82.</td>
<td>ITEM DELETED</td>
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<tr>
<td>83.</td>
<td>55 ASSEMBLIES</td>
<td>Pedestrian Signal Assembly w/ LED Module and Count Down Timer (with assorted hardware to mount signal head)</td>
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</tr>
<tr>
<td></td>
<td></td>
<td>FOR Six Hundred DOLLARS</td>
<td>$600.00 UNIT</td>
<td>$33,000.00</td>
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<tr>
<td></td>
<td></td>
<td>AND $00 CENTS Per Assembly</td>
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<tr>
<td>84.</td>
<td>ITEM DELETED</td>
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<tr>
<td>85.</td>
<td>50 MODULES</td>
<td>Pedestrian Signal LED Module with Countdown Timer</td>
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<tr>
<td></td>
<td></td>
<td>FOR Two Hundred fifty four DOLLARS</td>
<td>$254.00 UNIT</td>
<td>$12,700.00</td>
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<tr>
<td></td>
<td></td>
<td>AND $00 CENTS Per Module</td>
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# BID SHEET

<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>APPROXIMATE QUANTITIES</th>
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<th>UNIT BID PRICES IN NUMBERS</th>
<th>AMOUNT BID (UNIT PRICE TIMES QUANTITY)</th>
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</thead>
<tbody>
<tr>
<td>86.</td>
<td>50 BRACKETS</td>
<td>Pedestrian Signal Bracket – Pole Mount</td>
<td>FOR Two Hundred DOLLARS  And 50 CENTS</td>
<td>$200.00 UNIT   $10,000.00</td>
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<tr>
<td>87.</td>
<td>25 BRACKETS</td>
<td>Pedestrian Signal Bracket – Post Top Mount</td>
<td>FOR Sixty Eight DOLLARS  And 50 CENTS</td>
<td>$68.00 UNIT   $1,700.00</td>
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<tr>
<td>88.</td>
<td>30 BRACKETS</td>
<td>Astro Bracket (3 Section)</td>
<td>FOR Two Hundred DOLLARS  And 50 CENTS</td>
<td>$200.00 UNIT   $6,000.00</td>
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<tr>
<td>89.</td>
<td>30 BRACKETS</td>
<td>Astro Bracket (4 Section)</td>
<td>FOR One Hundred Seventy-Four DOLLARS  And 50 CENTS</td>
<td>$175.00 UNIT   $5,250.00</td>
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## BID SHEET

<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>APPROXIMATE QUANTITIES</th>
<th>UNIT BID PRICE WRITTEN IN WORDS</th>
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<th>AMOUNT BID (UNIT PRICE TIMES QUANTITY)</th>
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<tbody>
<tr>
<td>90</td>
<td>2 BRACKETS</td>
<td>Astro Bracket (For Dog House Signal)</td>
<td>FOR Two Hundred Eighty Dollars</td>
<td>$280.00 UNIT $560.00</td>
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<td>AND</td>
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<td></td>
<td>NO CENTS</td>
<td></td>
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<td></td>
<td></td>
<td></td>
<td>Per Bracket</td>
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<tr>
<td>91</td>
<td>100 ASSEMBLIES</td>
<td>Pedestrian Push Button and Sign Assembly (not included in Preventative Maintenance Replacement)</td>
<td>FOR Ninety Dollars</td>
<td>$90.00 UNIT $9,000.00</td>
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<td>AND</td>
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<td></td>
<td>NO CENTS</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Per Assembly</td>
<td></td>
</tr>
<tr>
<td>92</td>
<td>5,000 LF</td>
<td>2 Conductor Signal Cable #14 AWG</td>
<td>FOR Two Dollars</td>
<td>$2.00 FT $10,000.00</td>
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<td></td>
<td></td>
<td></td>
<td>AND</td>
<td></td>
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<td></td>
<td></td>
<td></td>
<td>NO CENTS</td>
<td></td>
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<td></td>
<td></td>
<td></td>
<td>Per Linear Foot</td>
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Proposal

3/7/2019 6:04 AM
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<th>ITEM NO.</th>
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<th>UNIT BID PRICE WRITTEN IN WORDS</th>
<th>UNIT BID PRICES IN NUMBERS</th>
<th>AMOUNT BID (UNIT PRICE TIMES QUANTITY)</th>
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<tbody>
<tr>
<td>93.</td>
<td>5,000 LF</td>
<td>7 Conductor Signal Cable #14 AWG</td>
<td>FOUR DOLLARS</td>
<td>$4.00/FT</td>
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<td>AND NO CENTS</td>
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<td></td>
<td>Per Linear Foot</td>
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<tr>
<td>94.</td>
<td>5,000 LF</td>
<td>12 Conductor Signal Cable #14 AWG</td>
<td>FIVE DOLLARS</td>
<td>$5.00/FT</td>
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<td></td>
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<td>AND NO CENTS</td>
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<td></td>
<td></td>
<td>Per Linear Foot</td>
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</tr>
<tr>
<td>95.</td>
<td>2,000 LF</td>
<td>Shielded Communication Cable, 12 Pair, #19 AWG</td>
<td>ONE DOLLARS</td>
<td>$1.50/FT</td>
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<td></td>
<td></td>
<td>AND FIFTY CENTS</td>
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<td></td>
<td>Per Linear Foot</td>
<td></td>
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<tr>
<td>96.</td>
<td>2,000 LF</td>
<td>5/16&quot; Diameter Suspension Strand</td>
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<td>$.50/FT</td>
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<td>AND FIFTY CENTS</td>
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<tr>
<td>ITEM NO.</td>
<td>APP Quantities</td>
<td>Item Description</td>
<td>Unit Bid Price Written In Words</td>
<td>Unit Bid Price In Numbers</td>
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<td>--------------------------------------------------------</td>
<td>--------------------------------</td>
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<tr>
<td>97.</td>
<td>3,000 LF</td>
<td>Video Detection Cable</td>
<td>For One Hundred Fifty Dollars</td>
<td>$1.50/FT</td>
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<td></td>
<td></td>
<td></td>
<td>And Fifty Cents</td>
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<td>98.</td>
<td>0 LF</td>
<td>ITEM DELETED</td>
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<tr>
<td>99.</td>
<td>1,000 LF</td>
<td>Ground Conductor (Bare) Cable #6 AWG</td>
<td>For One Hundred Twenty Five Dollars</td>
<td>$1.25/FT</td>
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<td></td>
<td></td>
<td>And Twenty Five Cents</td>
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<td>Per Linear Foot</td>
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</tr>
<tr>
<td>100.</td>
<td>5 CASES (144/CASE)</td>
<td>67 Watts Incandescent Lamps</td>
<td>For One Hundred Fifty Dollars</td>
<td>$150.00/Case</td>
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<td></td>
<td></td>
<td>And No Cents</td>
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</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Per Case</td>
<td></td>
</tr>
<tr>
<td>101.</td>
<td>6 CASES</td>
<td>3M Signal Bulb (Par - 150 Watt)</td>
<td>For Five Thousand Dollars</td>
<td>$500.00/Case</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>And No Cents</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Per Case</td>
<td></td>
</tr>
</tbody>
</table>
## BID SHEET

<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>APPROXIMATE QUANTITIES</th>
<th>UNIT BID PRICE WRITTEN IN WORDS</th>
<th>UNIT BID PRICES IN NUMBERS</th>
<th>AMOUNT BID (UNIT PRICE TIMES QUANTITY)</th>
</tr>
</thead>
<tbody>
<tr>
<td>102.</td>
<td>5 CABINETS</td>
<td>Meter Cabinet Type M (Complete 4 Phase)</td>
<td>$9,000.00/UNIT</td>
<td>$45,000.00</td>
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<tr>
<td></td>
<td></td>
<td>FOR NINE THOUSAND DOLLARS</td>
<td></td>
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<tr>
<td></td>
<td></td>
<td>AND 100 CENTS Per Cabinet</td>
<td></td>
<td></td>
</tr>
<tr>
<td>103.</td>
<td>5 CABINET SHELLS</td>
<td>8 Phase NEMA Type P Cabinet Shell</td>
<td>$1,250.00/CABINET SHELL</td>
<td>$6,250.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td>FOR TWO HUNDRED FIFTY DOLLARS</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>AND 96 CENTS Per Cabinet Shell</td>
<td></td>
<td></td>
</tr>
<tr>
<td>104.</td>
<td>5 ASSEMBLIES</td>
<td>Controller Cabinet Assembly, with 16-position Backpanel with MS-A; MS-B and MS-C NEMA harnesses, 12-channel NEMA CMU harness, (2) Detector Racks, Gps Time Clock with Direct CU Interface Harness, D-Panel for CL, PE, and Aux. Functions; 12-channel EDI SSM-12LE Series CMU (or equal), Econolite ASC3 NEMA TS-2 NTCIP Actuated CU or equal</td>
<td>$14,000.00/ASSEMBLY</td>
<td>$40,000.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td>FOR FOURTEEN THOUSAND DOLLARS</td>
<td></td>
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<tr>
<td></td>
<td></td>
<td>AND 1,620 CENTS Per Assembly</td>
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<tr>
<td>ITEM NO.</td>
<td>APPROXIMATE QUANTITIES</td>
<td>UNIT BID PRICE WRITTEN IN WORDS</td>
<td>UNIT BID PRICES IN NUMBERS</td>
<td>AMOUNT BID (UNIT PRICE TIMES QUANTITY)</td>
</tr>
<tr>
<td>---------</td>
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<td>---------------------------------------</td>
</tr>
<tr>
<td>105</td>
<td>20 CONTROLLERS</td>
<td>Econolite ASC/3 NEMA TS-2 NTCIP Actuated CU or equal</td>
<td>FOR Four Thousand DOLLARS AND Ninety CENTS Per Controller</td>
<td>$4,000.00 CONTROLLER $80,000.00</td>
</tr>
<tr>
<td>106</td>
<td>5 CONTROLLERS</td>
<td>On Street Arterial System Master, Econolite ASC/2M-1000 Or Equal</td>
<td>FOR Two Thousand DOLLARS AND Ninety CENTS Per Controller</td>
<td>$2,000.00 CONTROLLER $10,000.00</td>
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<tr>
<td>107</td>
<td>30 MONITORS</td>
<td>Conflict Monitor Unit, EDI SSM-12LE Series or equal</td>
<td>FOR Nine Hundred DOLLARS AND Ninety CENTS Per Monitor</td>
<td>$900.00 MONITOR $27,000.00</td>
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<td>ITEM NO.</td>
<td>APPROXIMATE QUANTITIES</td>
<td>UNIT BID PRICE WRITTEN IN WORDS</td>
<td>UNIT BID PRICES IN NUMBERS</td>
<td>AMOUNT BID (UNIT PRICE TIMES QUANTITY)</td>
</tr>
<tr>
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<tr>
<td>108.</td>
<td>10 ASSEMBLIES</td>
<td>Loop Amplifier Assembly, Four Channel</td>
<td>FOR Three Hundred DOLLARS AND No CENTS</td>
<td>$300.00 ASSEMBLY $3,000.00</td>
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<tr>
<td>109.</td>
<td>100 UNITS</td>
<td>Load Pack Unit</td>
<td>FOR Fifty Five DOLLARS AND No CENTS</td>
<td>$55.00 UNIT $5,500.00</td>
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<tr>
<td>110.</td>
<td>100 UNITS</td>
<td>Flasher Pack Unit</td>
<td>FOR Fifty Five DOLLARS AND No CENTS</td>
<td>$55.00 UNIT $5,500.00</td>
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<tr>
<td>111.</td>
<td>10 SWITCHES</td>
<td>Hybrid Relay Replacement for Mercury Contactor, Stuthers-Dunn 418 Series or equal</td>
<td>FOR Fifty DOLLARS AND No CENTS</td>
<td>$100.00 UNIT $1,000.00</td>
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</tbody>
</table>

Proposal

Page P-36
<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>APPROXIMATE QUANTITIES</th>
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<th>UNIT BID PRICES IN NUMBERS</th>
<th>AMOUNT BID (UNIT PRICE TIMES QUANTITY)</th>
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</thead>
<tbody>
<tr>
<td>112.</td>
<td>30 SWITCHES</td>
<td>Flash Transfer Relays FOR Twenty Four DOLLARS AND 00 CENTS $24.00/UNIT $720.00 Per Switch</td>
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<tr>
<td>113.</td>
<td>5 BRACKETS</td>
<td>Upper Bracket for School Flashing Beacons (6061-T6 powder coated aluminum) FOR Fifty DOLLARS AND 00 CENTS $50.00/UNIT $250.00 Per Bracket</td>
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<tr>
<td>114.</td>
<td>5 BRACKETS</td>
<td>Lower Bracket for School Flashing Beacons (6061-T6 powder coated aluminum) FOR Fifty DOLLARS AND 00 CENTS $50.00/UNIT $250.00 Per Bracket</td>
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<tr>
<td>ITEM NO.</td>
<td>APPROXIMATE QUANTITIES</td>
<td>UNIT BID PRICE WRITTEN IN WORDS</td>
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<td>AMOUNT BID (UNIT PRICE TIMES QUANTITY)</td>
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<tr>
<td>115.</td>
<td>ASSEMBLY 50</td>
<td>TimeSyncD-GPS unit with direct serial interface Or Equal</td>
<td>FOR SIX HUNDRED FIFTY DOLLARS AND NO CENTS</td>
<td>$650.00 /ASSEMBLY $32,500.00</td>
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<td>116.</td>
<td>20 SETS (4/SET)</td>
<td>Set of 4 (2Volt) Batteries for Programmable Solar Panel Assembly for School Flashing Beacons (Sealed Lead Acid Battery: 25 Ah, 2V, BC Cell)</td>
<td>FOR THREE HUNDRED DOLLARS AND NO CENTS</td>
<td>$300.00 /SET $6,000.00</td>
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<tr>
<td>117.</td>
<td>SQUARE FEET 500</td>
<td>Suspended Street Name Signs with Mounting Brackets Double Sided with 3M reflective reverse green/white screening &amp; bordered Dimensions 18&quot;(min.) x 48&quot; with increments of 6&quot; (maximum 60&quot;) Blade thickness minimum 5/16&quot; Aluminum Letters 10&quot; Street name 5&quot; Street designation (abbreviated &amp; raised) Only first alphabet in upper case lettering and no punctuations</td>
<td>FOR FIFTY TWO DOLLARS AND NO CENTS</td>
<td>$52.00 /SF $21,000.00</td>
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# BID SHEET

<table>
<thead>
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<th>ITEM NO.</th>
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<tbody>
<tr>
<td>118.</td>
<td>100 KITS</td>
<td>3M Splice Kits</td>
<td>$3.50 /KIT</td>
<td>$350.00</td>
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<td></td>
<td>FOR Three DOLLARS</td>
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<td></td>
<td></td>
<td>AND Fifty CENTS</td>
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<td></td>
<td></td>
<td>Per Kit</td>
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<tr>
<td>119.</td>
<td>100 SECTIONS</td>
<td>Traffic Safety Chain w/ SS Bolts &amp; Nuts</td>
<td>$40.00 /SECTION</td>
<td>$4,000.00</td>
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<td></td>
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<td>FOR Forty DOLLARS</td>
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<td></td>
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APPLICATION OF THERMOPLASTIC PAVEMENT MARKINGS (AS AND WHEN REQUIRED)

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<th>APPROXIMATE QUANTITIES</th>
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<th>AMOUNT BID (UNIT PRICE TIMES QUANTITY)</th>
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<tbody>
<tr>
<td>120.</td>
<td>10,000 LINEAR FEET</td>
<td>4 inch thermoplastic pavement marking (LABOR &amp; EQUIPMENT INCLUDED)</td>
<td>$1.00 /FT</td>
<td>$10,000.00</td>
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<td></td>
<td>FOR One DOLLARS</td>
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<td></td>
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<td></td>
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<td>Per Linear Foot</td>
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<td>Gross Sum of Total Bid written in words</td>
<td>Gross Sum of Total Bid written in figures</td>
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<td>One Million</td>
<td>$1,353,170.00</td>
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<td>Seven Hundred Fifty Three Thousand</td>
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</tbody>
</table>

CONTRACTOR: Jen Electric, Inc.
EXHIBIT B (4 of 4)

(C) The contractor or subcontractor agrees that nothing contained in (B) above shall preclude the contractor or subcontractor from complying with the union hiring hall or apprenticeship policies in any applicable collective bargaining agreement or union hiring hall arrangement, and, where required by custom or agreement, it shall send journeymen and trainees to the union for referral, or to the apprenticeship program for admission, pursuant to such agreement or arrangement. However, where the practices of a union or apprenticeship program will result in the exclusion of minorities and women or the failure to refer minorities and women consistent with the targeted county employment goal, the contractor or subcontractor shall consider for employment persons referred pursuant to (B) above without regard to such agreement or arrangement; provided further, however, that the contractor or subcontractor shall not be required to employ women and minority advanced trainees and trainees in numbers which result in the employment of advanced trainees and trainees as a percentage of the total workforce for the construction trade, which percentage significantly exceeds the apprentice to journey worker ratio specified in the applicable collective bargaining agreement, or in the absence of a collective bargaining agreement, exceeds the ratio established by practice in the area for said construction trade. Also, the contractor or subcontractor agrees that, in implementing the procedures of (B) above, it shall, where applicable, employ minority and women workers residing within the geographical jurisdiction of the union.

After notification of award, but prior to signing a construction contract, the contractor shall submit to the public agency compliance officer and the Dept. of LWD, Construction EEO Monitoring Program an initial project workforce report (Form AA 201) electronically provided to the public agency by the Dept. of LWD, Construction EEO Monitoring Program, through its website, for distribution to and completion by the contractor, in accordance with N.J.A.C. 17:27-7. The contractor also agrees to submit a copy of the Monthly Project Workforce Report once a month thereafter for the duration of this contract to the Dept. of LWD, Construction EEO Monitoring Program and to the public agency compliance officer.

The contractor agrees to cooperate with the public agency in the payment of budgeted funds, as is necessary, for on the job and/or off the job programs for outreach and training of minorities and women.

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

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

EXHIBIT B

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

The undersigned vendor further agrees to furnish the required forms of evidence and understands that their contract/company's bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127) and N.J.A.C. 17:27.

Representative's Name/Title (Print): Jennifer Maitone, President
Representative's Signature: 
Name of Company: Ten Electric, Inc.
Tel. No.: 973-467-4881
Date: March 19, 2019

AA-10
APPENDIX A
AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability

The contractor and the City of Jersey City (hereafter "owner") do hereby agree that the provisions of Title II of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 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 owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. If the owner or any of its agents, servants, employees, or subcontractors violates or is 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 in connection with the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges, including lawyers' fees and any and all costs and other expenses arising from any 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 prevent the owner from taking any actions available to it under any other provisions of the Agreement or otherwise.

Representative's Name/Title/Position: Jennifer Daidone, President
Representative's Signature: ___________________________
Name of Company: JEN ELECTRIC, INC.
Tel No.: 732-467-4901
Date: March 19, 2019

AA-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: Jen Electric Inc.
Address: 631 Morris Ave, Springfield, NJ 07081
Telephone No.: 273-4167-901
Contact Name: Jennifer Maidone

Please check applicable category:

- [ ] Minority Owned Business (MBE)
- [ ] Minority & Woman Owned Business (MWBE)
- [X] 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 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.
Minority/Woman Business Enterprise (MWBE) Questionnaire for Bidders

Jersey City Ordinance C-329 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: Jen Electric, Inc.
Address: 631 Morris Ave, Springfield, NJ 07081
Telephone No.: 973-467-4941
Contact Name: Jennifer Niedera

Please check applicable category:

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

AA-18
Form MWBE Contractor's Compliance Plan to be submitted with bid document.

CONTRACTOR: PROVIDE TWO (2) COMPLETED COPIES OF THIS FORM WITH YOUR PROPOSAL (or within 24 hours thereafter)

City of Jersey City
Department of Administration
Office of Equal Opportunity/Affirmative Action

Project: Maintenance & Repair of Doanrl Traffic Signs 1902-005
Contractor: Jen Electric Inc. Bid Amount: $175,170.00

Please list what portions of the work, if any you intend to sublet, the approximate value of the same, and whether you anticipate subletting it to a minority or woman owned contractor, or neither.

<table>
<thead>
<tr>
<th>Trade</th>
<th>Approx. $ Value</th>
<th>Minority or Woman Owned Business</th>
<th>Check appropriate column</th>
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<tbody>
<tr>
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<td>N/A</td>
<td>N/A</td>
<td>Minority</td>
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Receipt of this report by the City does not constitute acceptance by the City of minority business participation goals less than 20% or women business participation goals less than 20% unless specifically agreed to by the Office of Equal Opportunity/Affirmative Action

CONTINUED ON NEXT PAGE
Form MWBE Contractor's Compliance Plan to be submitted with bid document.

CONTRACTOR: PROVIDE TWO (2) COMPLETED COPIES OF THIS FORM WITH YOUR PROPOSAL (or within 24 hours thereafter.)

City of Jersey City
Department of Administration
Office of Equal Opportunity/Affirmative Action

Project: Maintenance & Repair of School Security 1902-005
Contractor: Jen Electric, Inc. Bid Amount $1,753,170.00

Please list what portions of the work, if any, you intend to sublet, the approximate value of the same, and whether you anticipate subletting it to a minority or woman owned contractor, or neither.

<table>
<thead>
<tr>
<th>Trade</th>
<th>Approx. $ Value</th>
<th>Minority or Woman Owned Business</th>
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Receipt of this report by the City does not constitute acceptance by the City of minority business participation goals less than 20% or women business participation goals less than 20% unless specifically agreed to by the Office of Equal Opportunity/Affirmative Action

CONTINUED ON NEXT PAGE

DIVISION OF PURCHASING COPY
MWBE Page 3 Project: Maintenance & Repair of Traffic Signals & School Beacons

2. As to subcontracted trade mandated to be included in proposal pursuant to N.J.S.A. 40A:11-16, please list name of proposed subcontractor, trade, and whether minority woman, or not:

<table>
<thead>
<tr>
<th>Trade</th>
<th>Contractor Name &amp; Address</th>
<th>Approx $ Value</th>
<th>Minority or Woman Owned Business</th>
</tr>
</thead>
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<td></td>
<td>Minority</td>
</tr>
<tr>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
</tr>
</tbody>
</table>

3. What is your policy and practice with respect to outreach and consideration of minority and women-owned vendors_contractors as contractors and/or suppliers?

**Ten Electric, Inc is an equal opportunity employer and makes every effort to hire qualified minority people if needed.**

Name of Contractor: Ten Electric, Inc

By: Signature: [Signature]

Type or print name/title: Jennifer Daidone

Telephone No: 973-665-4901 Date: March 19, 2019

For City Use:

Acceptable M/W Business Participation levels for this Project: __________________________

By: __________________________ Date: __________________________
MWBE Page 3 Project

Maintenance & Repairs of Traffic Signals & School Beacon

2. As to subcontracted trade mandated to be included in proposal pursuant to N.J.S.A. 40A:11-16, please list name of proposed subcontractor, trade, and whether minority woman, or not:

<table>
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<tr>
<th>Trade</th>
<th>Contractor Name &amp; Address</th>
<th>Approx. $ Value</th>
<th>To Minority or Woman Owned Business</th>
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<tbody>
<tr>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
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</tbody>
</table>

3. What is your policy and practice with respect to outreach and consideration of minority and women-owned vendors/contractors as contractors and/or suppliers?

Jen Electric, Inc. is an equal opportunity employer and makes every effort to hire qualified minority people as needed.

Name of Contractor: Jen Electric, Inc.

By: Signature ________________________________

Type or print name/title: Jennifer Maione, President

Telephone No: 713-467-4901 Date: March 19, 2019

For City Use:

Acceptable M/W Business Participation levels for this Project:

By __________________________ Date: __________________________

PURCHASING COPY
## STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

<table>
<thead>
<tr>
<th>Taxpayer Name:</th>
<th>JEN ELECTRIC, INC.</th>
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<tbody>
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<td>Trade Name:</td>
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<tr>
<td>Address:</td>
<td>631 MORRIS AVENUE</td>
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<tr>
<td></td>
<td>SPRINGFIELD, NJ 07081-1511</td>
</tr>
<tr>
<td>Certificate Number:</td>
<td>1083561</td>
</tr>
<tr>
<td>Effective Date:</td>
<td>August 23, 2004</td>
</tr>
<tr>
<td>Date of Issuance:</td>
<td>August 23, 2018</td>
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</tbody>
</table>

For Office Use Only:
20180823101725628
New Jersey Division of Revenue

On-Line Business Registration Certificate Service

CERTIFICATE NUMBER 1083561 FOR JEN ELECTRIC, INC. IS VALID.

VERIFIED
PC

https://www1.state.nj.us/TYTR_BRC/servlet/common/BRCLogin
Certificate Number: 642246

Registration Date: 03/01/2018
Expiration Date: 01/31/2020

State of New Jersey

Department of Labor and Workforce Development
Division of Wage and Hour Compliance

Public Works Contractor Registration Act

Pursuant to N.J.S.A. 34:11-58.48, et seq. of the Public Works Contractor Registration Act, this certificate of registration is issued for purposes of bidding on any contract for public work or for engaging in the performance of any public work to:

Jennifer Daidone, President

Aaron R. Fichtner, Ph.D., Commissioner
Department of Labor and Workforce Development

NON TRANSFERABLE

This certificate may not be transferred or assigned and may be revoked for cause by the Commissioner of Labor and Workforce Development.

2018

Jen Electric Inc.
The day of July, 2004

I am a member of the Board of Examiners of Electro-Mechanical Contractors of the State of New Jersey.


The Board of Examiners of Electro-Mechanical Contractors

Division of Consumer Affairs

New Jersey Office of the Attorney General
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

11-NOV-2018 TO 15-NOV-2019

JEN ELECTRIC, INC.
631 MORRIS AVE.
SPRINGFIELD NJ 07081

Andrew P. Sidamon-Eristoff
State Treasurer
State Of New Jersey
New Jersey Office of the Attorney General
Division of Consumer Affairs

THIS IS TO CERTIFY THAT THE
Board of Exam. of Electrical Contractors

HAS LICENSED

Jon M. Daidone
631 Morris Avenue
Springfield NJ 07081

FOR PRACTICE IN NEW JERSEY AS A(N): Electrical Contractor

02/06/2018 TO 03/31/2021

Signature of Licensee/Registrant/Certificate Holder

State Of New Jersey
New Jersey Office of the Attorney General
Division of Consumer Affairs

THIS IS TO CERTIFY THAT THE
Board of Exam. of Electrical Contractors

HAS LICENSED

JEN ELECTRIC INC
JON M DAIDONE
631 Morris Avenue
Springfield NJ 07081

FOR PRACTICE IN NEW JERSEY AS A(N): Electrical Business Permit

02/06/2018 TO 03/31/2021

Signature of Licensee/Registrant/Certificate Holder
RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO TURN-OUT FIRE & SAFETY INC. FOR THE PURCHASE AND DELIVERY OF PERSONAL PROTECTION CLOTHING NOT COVERED UNDER STATE CONTRACT FOR THE DEPARTMENT OF PUBLIC SAFETY, DIVISION OF FIRE

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, the Fire Division needs to purchase fire station wear for all the firefighting personnel; and

WHEREAS, in conformity with N.J.S.A. 40A:11-6.1(a) the City of Jersey City ("City") informally solicited four quotes, including one from Turn-Out Fire & Safety Inc., 3468 JFK Boulevard, Jersey City, New Jersey 07307 in the total amount of thirty five thousand dollars ($35,000.00); and

WHEREAS, the Purchasing Director believes the proposal of Turn-Out Fire & Safety Inc. 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 Chief of the Division of Fire 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 Operating Account:

<table>
<thead>
<tr>
<th>Account</th>
<th>PO #</th>
<th>Total Contract</th>
</tr>
</thead>
<tbody>
<tr>
<td>01-201-25-267-215</td>
<td>133294</td>
<td>$35,000.00</td>
</tr>
</tbody>
</table>

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

1. A contract is awarded to Turn-Out Fire & Safety Inc. in the amount of $35,000.00 for the purchase and delivery of personal protection clothing for the Division of Fire;

2. The term of the contract shall be for one year effective as of April 25, 2019;

(Continue on page 2)
RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO TURN-OUT FIRE & SAFETY INC.
FOR THE PURCHASE AND DELIVERY OF PERSONAL PROTECTION CLOTHING NOT COVERED
UNDER STATE CONTRACT FOR THE DEPARTMENT OF PUBLIC SAFETY, DIVISION OF FIRE

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.;

4. Pursuant to N.J.A.C. 5:30-5.5(c), 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
and in the subsequent fiscal year's budget; and

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.

Elizabeth Castilio, Acting Chief Financial Officer, certify
that there are sufficient funds available for payment of this above resolution.

Account 01-201-25-267-215
PO # 133294
Total Contract $35,000.00

April 10, 2019

Record of Council Vote on Final Passage 4.24.19

<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>RIDLEY</td>
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<td>PRINZ-AREY</td>
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<td>WATTERMAN</td>
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<td>ROGGIANO</td>
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<td>ROBINSON</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.
RESOLUTION FACT SHEET - CONTRACT AWARD

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO TURN-OUT FIRE & SAFETY INC. FOR THE PURCHASE AND DELIVERY OF PERSONAL PROTECTION CLOTHING NOT COVERED UNDER STATE CONTRACT FOR THE DEPARTMENT OF PUBLIC SAFETY, DIVISION OF FIRE

Project Manager

<table>
<thead>
<tr>
<th>Department/Division</th>
<th>PUBLIC SAFETY</th>
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<tbody>
<tr>
<td>Name/Title</td>
<td>STEVEN MCGILL</td>
</tr>
<tr>
<td>Phone/email</td>
<td>201-547-4282</td>
</tr>
<tr>
<td></td>
<td><a href="mailto:SJMCGILL@NJJCPS.ORG">SJMCGILL@NJJCPS.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

FIRE WEAR (UNIFORMS) FOR FIRE FIGHTERS

Cost (identify all sources and amounts)

| Total Cost | $35,000.00 |
| Acct Number | # 01-201-25-267-215 |
| Operating | (Operating) |

Type of award

Pay to Play

Contract term (include all proposed renewals)

One year effective 4/25/19 - 4/24/20

Additional Information

I certify that all the facts presented herein are accurate.

Signature of Steven McGill, Chief
Department of Public Safety/Fire Division

Peter Folgado, QPA, RFPO

Date
DETERMINATION OF VALUE CERTIFICATION

I, Steven McGill, of full age, hereby certify the following:

1. I am the Chief of the Department of Public Safety/Division of Fire.

2. The City needs to purchase a fire gear that is not covered by state contract.

4. The administration's recommendation is to award a contract to Turn-Out Fire & Safety, Inc.

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 4/14/19

Steven McGill, Chief
Department of Public Safety/Fire Division
Bill To:
Jersey City Fire Department
465 Marin Blvd
Jersey City, NJ 07302

Ship To:

<table>
<thead>
<tr>
<th>Your #</th>
<th>Sales Rep</th>
<th>FOB</th>
<th>Ship Via</th>
<th>Terms</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Joe x 120</td>
<td></td>
<td></td>
<td>Net 30 days</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Qty.</th>
<th>Item</th>
<th>Description</th>
<th>Unit Pr</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td><strong>Non state contract items</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Blauer 6120s jacket with embroidery / emblems</td>
<td></td>
<td>$158.50</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Hooded Sweatshirt with logos</td>
<td></td>
<td>$25.00</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Sweatpants with logo on leg</td>
<td></td>
<td>$20.00</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Pullover sweatshirt with logo</td>
<td></td>
<td>$20.00</td>
<td></td>
</tr>
<tr>
<td></td>
<td>100% cotton T-shirt with logos</td>
<td></td>
<td>$10.00</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Sweatshorts with logo</td>
<td></td>
<td>$20.00</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Grace PASS device V</td>
<td></td>
<td></td>
<td>$495.00</td>
</tr>
</tbody>
</table>

Subtotal

Tax

Freight

Balance

Quote good through June 1, 2019
Thank you for giving us an opportunity to serve you!
Hi Lou

We generally don’t deal with items like this. But thanks.

Kevin W. Kiel  
AAA Emergency Supply  
201-704-3444  
Kevink@aaaemergency.com

On Jan 15, 2019, at 1:15 PM, Louis Strikowsky <StrikowskyL@jcnj.org> wrote:

**Thanks**

<table>
<thead>
<tr>
<th>Item Description</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Non state contract items</td>
<td></td>
</tr>
<tr>
<td>Blauer 6120s jacket with embroidery /emblems</td>
<td></td>
</tr>
<tr>
<td>Hooded Sweatshirt with logos</td>
<td></td>
</tr>
<tr>
<td>Sweatpants with logo on leg</td>
<td></td>
</tr>
<tr>
<td>Pullover sweatshirt with logo</td>
<td></td>
</tr>
<tr>
<td>100% cotton T-shirt with logos</td>
<td></td>
</tr>
<tr>
<td>Sweatshirts with logo</td>
<td></td>
</tr>
<tr>
<td>Grace PASS device V</td>
<td></td>
</tr>
</tbody>
</table>
Louis, 
Attached is the quote for the items you inquired about. I don’t handle the Grace PASS device, I will have someone from my First Aid division reach out to you on getting you a quote. Let me know how you want us to proceed with the uniform quote, if you want to move forward with that.

Thank you

Grace Industries SuperPASS 5

The Grace Industries SuperPASS 5 is a rugged, NFPA Stand-Alone PASS (Personal Alert Safety System).

Features:

- Auto-On Activation
- Motion Sensing
- Heat Stress Alarm
- Migration Path for Budget Conscience Departments
- Loud Attention Getting Audio Tones
- Highly visible green LED indicators
- Compliant to NFPA 1982, 2013 Edition Requirements for PASS
- Intrinsically Safe to UL913, and CSA C22.2, No 157

Stand-Alone PASS - REQUIRES NO SCBA

Not sure if you can quote on this item
Thanks Louis
## Quote for Catalog

<table>
<thead>
<tr>
<th>Items</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Blauer 6120 jacket with embroidery/emblem</td>
<td>$169.99</td>
</tr>
<tr>
<td>Hooded Sweatshirt w/logo</td>
<td>$22.99</td>
</tr>
<tr>
<td>Sweatpant w/logo on leg</td>
<td>$14.99</td>
</tr>
<tr>
<td>Pullover Sweatshirt w/logo</td>
<td>$17.99</td>
</tr>
<tr>
<td>100% cotton T-shirt w/logo</td>
<td>$6.00</td>
</tr>
<tr>
<td>Sweatshirt w/logo</td>
<td>$12.00</td>
</tr>
</tbody>
</table>
Hi Louis,

I am reaching out per Rich Spellmans request. He mentioned you needed a quote for a Grace Pass device? My contact information is below. I looking forward to assisting in whatever you need.

Kindly,

Shannon Moloney | Sales Representative

Cintas Corporation - First Aid & Safety
1705 US Highway 46 Ledgewood, NJ 07852
Desk 973-347-3901  Cell 201.519.1545
Fax 1.855.327.4453 Email moloneys@cintas.com

Please view our Cintas First Aid & Safety catalog at: Online Catalog
Check out the AED View: www.cintas.com/ReviverViewDemo
Check out our NEW OSHA Training Options: www.cintastraining.com

Check out the our NEW Training Options www.cintastraining.com

This e-mail transmission contains information that is intended to be confidential and privileged. If you receive this e-mail and you are not a named addressee you are hereby notified that you are not authorized to read, print, retain, copy or disseminate this communication without the consent of the sender and that doing so is prohibited and may be unlawful. Please reply to the message immediately by informing the sender that the message was misdirected. After replying, please delete and otherwise erase it and any attachments from your computer system. Your assistance in correcting this error is appreciated.
CERTIFICATE NUMBER 0101743 FOR TURN OUT FIRE & SAFETY, INC. IS VALID.
STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: TURN OUT FIRE & SAFETY, INC.
Trade Name: 
Address: 3468 KENNEDY BLVD
JERSEY CITY, NJ 07307-4112
Certificate Number: 0101743
Effective Date: October 11, 2001

The qualified business named below is hereby authorized to collect sales tax pursuant to the Urban Enterprise Zones Act. This authorization is good ONLY for the named business at the location specified herein. This authorization is null and void if any change of ownership or address is affected. This certificate authorizes you to collect tax at a reduced rate on retail sales of tangible personal property EXCEPT: motor vehicles; certain manufacturing equipment; cigarettes; alcoholic beverages; prepared meals; services; hotel room occupancies; admissions; membership fees; parking fees; natural gas and electricity. See, N.J.A.C. 18:24-31.4.

TURN OUT FIRE & SAFETY, INC.
3468 KENNEDY BLVD
JERSEY CITY, NJ 07307-4112

This Permit is NOT assignable or transferable

Certification

CERTIFICATE OF EMPLOYEE INFORMATION REPORT

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

15 MAR 2013 TO 15 MAR 2020

TURN OUT FIRE & SAFETY, INC.
3468 KENNEDY BOULEVARD
JERSEY CITY NJ 07307

Andrew P. Sideros-Eristoff
State Treasurer
Minority/Woman Business Enterprise (MWBE)
Questionnaire for Bidders

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city-procurement to minority and women 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: Turn Out Fire & Safety, INC.
Address: 3468 Kennedy Blvd
Jersey City, NJ 07307
Telephone No.: 201-963-9312 ph
201-963-9314 fax
Contact Name: 

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 origins regardless of race.
- Asian: a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Taiwan 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-329 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: ___________________________ Turn Out Fire & Safety, INC. ___________________________
Address: ___________________________ 3468 Kennedy Blvd ___________________________
Telephone No.: ___________________________ 201-963-9312 ph ___________________________
Contact Name: ___________________________

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 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.

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
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 expenses 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 expenses.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with all 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 served by the owner or its representatives.

It is expressly agreed and understood that any approved 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: [Signature]
Name of Company:
Tel. No. [Signature]
Date: 4/14/93
EXHIBIT A (Continuation)

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

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

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

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

- Letter of Federal Affirmative Action Plan Approval
- Certificate of Employee Information Report
- Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division’s website at [www.state.nj.us/treasury/contract_compliance](http://www.state.nj.us/treasury/contract_compliance))

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

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

**EXHIBIT A**

**N.J.S.A. 10:5-31 and N.J.A.C. 17:27**

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
Goods, Professional Services and General Service Contracts
(Mandatory Affirmative Action Language)

The undersigned vendor further agrees to furnish the required forms of evidence and understands that their contract/company’s bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27:

Representative’s Name/Title (Print):

[Signature]

Representative’s Signature:

Name of Company:

Tel. No.: Date:

[Signature]

[Signature]
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: | Turn Out Fire & Safety, INC. | 3468 Kennedy Blvd |
|             |                             | Jersey City, NJ 07307 |
| Address:    |                             | 201-963-9312 ph |
| City:       |                             | 201-963-9314 fax |

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.

Printed Name: [Signature]

Title: [Signature]

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>
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<td></td>
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</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 [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:

[Signature]

Title: [Title]

Print Name: [Print Name]

Date: [Date]

Subscribed and sworn before me this [Day] day of [Month], 2019.

[Commissioner’s Signature]

[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-PAID AND OPEN CONTRACTS
Required Pursuant To N.J.S.A. 19:44A-20.8
CITY OF JERSEY CITY

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

<table>
<thead>
<tr>
<th>Steven Fulop 2021</th>
<th>Mira Prinz-Arey for Council</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lavarro for Councilman</td>
<td>Friends of Richard Boggiano</td>
</tr>
<tr>
<td>Friends of Joyce Watterman</td>
<td>Michael Yun for Council</td>
</tr>
<tr>
<td>Friends of Daniel Rivera</td>
<td>Solomon for Council 2021</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>Joseph Chiusolo</td>
<td>152 Eileen Drive, Cedar Grove, NJ 07009</td>
</tr>
</tbody>
</table>

Part 3 - Signature and Attestation:
The undersigned is fully aware that if I have misrepresented in whole or part this and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: JOANN C CHIUSOLO
Signature of Affiant: [Signature]
Printed Name of Affiant: [Printed Name]
Date: 4/19

Subscribed and sworn before me this 5 day of April, 2019

My Commission expires: APRIL 28, 2021

JOANN C CHIUSOLO
ID # 5003380
NOTARY PUBLIC
STATE OF NEW JERSEY
(My Commission Expires March 28, 2021)

[Seal]
RESOLUTION AUTHORIZING THE AWARD OF AN OPEN-END CONTRACT TO TURN OUT FIRE & SAFETY INC. FOR THE PURCHASE AND DELIVERY OF PERSONAL PROTECTIVE GEAR (PPE) AND EQUIPMENT UNDER STATE CONTRACT FOR THE DEPARTMENT OF PUBLIC SAFETY, DIVISION OF FIRE

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, protective gear and equipment protect firefighters from serious injuries or illnesses resulting from contact with chemical, radiological, physical, electrical, mechanical or other hazards; and

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

WHEREAS, Turn-Out Fire & Safety Inc., 3468 JFK Boulevard, Jersey City, New Jersey 07307 is in possession of State Contract A80947, and will provide personal protective gear and equipment for a total contract amount of one million, sixty two thousand, six hundred eighty two dollars ($1,062,682.00); 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>
<th>Temp Enc.</th>
</tr>
</thead>
<tbody>
<tr>
<td>01-201-25-267-215</td>
<td>133295</td>
<td>A80947</td>
<td>$1,062,682.00</td>
<td>$200,000.00</td>
</tr>
</tbody>
</table>

WHEREAS, this contract is a one-year open-end contract, with the following minimum and maximum quantities specified:

<table>
<thead>
<tr>
<th>Protective Gear or Equipment</th>
<th>Minimum</th>
<th>Maximum</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>1</td>
<td>485</td>
</tr>
</tbody>
</table>

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

WHEREAS, the balance of the contract funds will be made available as orders are placed.

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

1. An open-end contract is awarded to Turn-Out Fire & Safety Inc. in the amount of $1,062,682.00 for the purchase and delivery of personal protective gear and equipment is authorized;

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

3. The minimum quantity of protective gear or equipment under the contract shall be 1 and the maximum quantity shall be 485;

4. The term of the contract shall be effective April 25, 2019 through April 24, 2020 with the option to extend the contract for up to one additional one-year term;

(Continued to page 2)
RESOLUTION AUTHORIZING THE AWARD OF AN OPEN-END CONTRACT TO TURN OUT FIRE & SAFETY INC. FOR THE PURCHASE AND DELIVERY OF PERSONAL PROTECTIVE GEAR (PPE) AND EQUIPMENT UNDER STATE CONTRACT FOR THE DEPARTMENT OF PUBLIC SAFETY, DIVISION OF FIRE

5. The Acting Chief Financial Officer shall prepare and execute certificates of available funds as orders are made during the term of the contract;

6. 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.; and

7. Pursuant to N.J.A.C. 5:30-5.5(c), 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 and in the subsequent year's permanent budget.

\[\text{Signature}\]
Elizabeth Castillo, Acting/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>01-201-25-267-215</th>
<th>P.O. #</th>
<th>133295</th>
<th>State Contract</th>
<th>A80947</th>
<th>Total Contract</th>
<th>$1,062,682.00</th>
<th>Temp Enc.</th>
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Approved by: Peter Folgado, Director of Purchasing
RPO, QPA

4/10/19

APPROVED: [Signature]
Business Administrator

APPROVED AS TO LEGAL FORM: [Signature]
Corporation Counsel

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 4.24.19

<table>
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<th>AYE</th>
<th>NAY</th>
<th>N.V.</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.

[Signature]
Robert H. Lavano, Jr., President of Council

[Signature]
Robert Byrne, City Clerk
RESOLUTION FACT SHEET - CONTRACT AWARD

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

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING THE AWARD OF AN OPEN-END CONTRACT TO TURN OUT FIRE & SAFETY INC. FOR THE PURCHASE AND DELIVERY OF PERSONAL PROTECTIVE GEAR (PPE) AND EQUIPMENT UNDER STATE CONTRACT FOR THE DEPARTMENT OF PUBLIC SAFETY, DIVISION OF FIRE

Project Manager

<table>
<thead>
<tr>
<th>Department/Division</th>
<th>Name/Title</th>
<th>Phone/email</th>
</tr>
</thead>
<tbody>
<tr>
<td>PUBLIC SAFETY</td>
<td>STEVEN MCGILL</td>
<td>201.547.4262 <a href="mailto:sjmcgill@njjcps.org">sjmcgill@njjcps.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

PERSONAL PROTECTIVE GEAR (PPE) AND EQUIPMENT UNDER STATE CONTRACT

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

<table>
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<tr>
<th>Total Cost</th>
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<td>#01-201-25-267-215 (Operating)</td>
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One year term effective 4/25/19 - 4/24/20 with the option to extend for up to a one additional year term.

Type of award

State Contract

If "Other Exception", enter type

Additional Information

I certify that all the facts presented herein are accurate.

[Signature of Steve McGill, Chief]

Department of Public Safety/Fire Division

[Signature of Peter Folgado, QPA, FPPO]

Date
March 7, 2019

Deputy Chief DiGuilio
Jersey City Fire Department
465 Marin Blvd
Jersey City, NJ 07302

RE: Protective Clothing Quote V-Force

Dear DC DiGuilio,

Below is a quotation based on the attached specifications of the Lion V-Force Protective clothing which is a competitive design to the other brand you have researched as well as speced out based on the information you provided to me. This quote offers all the options including the internal harness that you requested as well as the PBI Max, Glide facemask with Nomex Kevlar as well as the Isodi system. I will be forwarding to you a letter from Lion explaining the pricing and how it was calculated in conjunction with Safety Components and their commitment to Jersey City Fire Department.

V-force Coat, V-force Pants with internal harness and suspenders: $2,595.00. This quote doesn't include the hanging letter patch with the members name sewn as we have previously customized that at our Jersey City location because of the products being inventoried by us.

This is special pricing being provided to the Jersey City Fire Department which expires on June 25, 2019.

Please feel free to contact me with any questions.

Again thank you for the opportunity to serve you.

Very truly,

Joseph Chiusolo
President
March 11, 2019

Mr. Joseph Chiusolo
Turnout Fire and Safety
3468 Kennedy Blvd
Jersey City, New Jersey 07307

RE: Jersey City Fire Department – March 2019 Quotation

Dear Joe,

LION understands the budgetary pressures placed on fire departments across the country along with the importance of being good financial stewards of the resources provided by their respective communities. Like Turnout Fire and Safety, LION is committed to keeping the Jersey City Fire Department in the safest, most comfortable turnout gear in the market.

LION has secured additional support from our supply chain partners like Safety Components to assist with additional price concessions to help keep Jersey City in LION gear. We look forward to working with you to continue to serve the Jersey City Fire Department for many years to come.

Sincerely,

Mark Smith
Senior Vice President, LION Americas
Custom Turnout Coat - 2016

Coat Model / Design
LION® Turnout V-Force® Bi-Swing Coat

Coat Liner & Moisture Barrier
Traditional Liner, Glide™ face cloth quilted to 2.3 oz NOMEX®/Kevlar® spunlace & 1.5 oz AraFlo® Dri, CROSSTECH® BLACK (Type 2F) PTFE/Nomex® Pajama Check laminated membrane

Coat Inner Yoke Reinforcement
(Std) Semper Dri® front and back yokes sewn to coat thermal liners. (RM377-059) - V-Force Bi-Swing

Coat Water Well
(Std) Chambray DWR 2-Layer AraFlo E89 Quilt with Chambray face cloth/Pajama Check CROSSTECH with 1" elastic wrist shield. Waterwell with 3/4" loop, male snap, sewn to coat liner sleeves. - V-Fit

Coat Wristlets
(Std) 8" isodi® over the hand- KEVLAR® / NOMEX® / Spandex® construction

Coat Outer Shell Material
7oz PBI® Max
Natural

Reflective Trim
3" NYC Yellow Ventilated Triple Trim for V-Force

Drag Rescue Device
BHS020
(Std) DRD: Firefighter Recovery Harness with 2" welt and 5.25x2.25" flap with rounded corners. 1 piece 1x2" loop for harness storage, 2 pieces 1x2" loop on shell flap closure, 2 pieces 1x2" hook on flap. 1 piece 1.5x2" hook on harness. 1 piece 2x2" loop underneath chest trim for harness storage, 1 pair 3.5x3.5 self-fabric straps with 1x2" hook and loop. The loop handle shall have a silver retro-reflective LION logo patch.
Reflective Trim  CTB26PT3Y
3" Yellow Ventilated Triple Trim reflective trim, set vertical down flap of firefighter recovery harness, 4 rows lockstitch.

Coat Shell Attachment  CSA709
(Std) 1x2" Self Fabric strap w/ 1 end sewn to coat shell & opposite end loose w/ 1 female non-logo snap, 1 male snap on liner centered at bottom rear panel to align w/ the female snap. (Cannot be used on coat where liner is 3" from shell). (Standard on V-Force)

Coat Collar  CR236
(Std) 3" split self fabric collar with CROSSTECH® PJ lined. 2 pieces 1x3" hook on each end inside and two pieces 1" hook set 1/2" from center along top edge for liner attachment. 1.5x4" hook&loop for front closure. V-Fit

Collar Flashing  CLF221
(Std) 3" Self fabric, PJ CROSSTECH lined split collar with 2 pieces 1x3" loop on moisture barrier, 2 pieces 1" loop set 1/2" from center along top edge for attachment to shell. Use with CR236 & CR237

Liner Inspection System  CLO208
(Std) Coat liner inspection system located at center right front of liner, with 1x4" loop. V-Fit coats

MISC. Fasteners  MF020
(Std) 1.5x3" hook sewn to right front shell for the Coat Liner Inspection System - V-Fit

Coat Cuff Reinforcement  CC710
(Std.) Self-Fabric Cuff Reinforcements - V-Fit

Coat Elbow Reinforcement  EB517
(Std) Contoured self fabric elbow patch - no padding, V-Force Bi-Swing

Coat Shoulder Reinforcement  SC715
(Std) Self fabric shoulder caps

Coat Closure System  SF230
2.5" Storm flap (square corners) with two layers of self-fabric and Gore RT7100, thermo plastic zipper in. Hook&Dee out (Zipper in, (4) D-Rings on storm flap) with poly-coated aramid tab for V-Force Bi-Swing coat.

Coat Pockets

Turn-Out Pockets  SBP625
(2) 10x6x1.5" Semi bellow pocket w/ KEVLAR® twill and PCA fully lined all 4 sides inside of pkt, 2pcs 2x3" loop on pocket and 2pcs 2x3" hook horizontal on flap.

Item Location for Above
Front bottom- Left & Right
Emblem
2x3" American Flag Emblem (Stars on upper left corner)

Item Location for Above
Sleeve Left

Flashlight Strap
1x10" 2 layers self fabric flashlight strap X-stitched to shell with 1x3" hook and loop. 1x3" triple layer self fabric mic tab bartacked at each end 2" above flashlight strap. 701 reverse snap hook riveted to shell with leather backing 2" above mic tab.

Item Location for Above
Right Chest

Lettering Patches
5x18" contoured 2 layer self fabric one line letter patch to be attached to hem of coat.

Lettering Patch Attachment
(For LP34): There shall be 1.5x18" hook sewn to top edge of 5x18" patch and 1.5x18" loop sewn with white thread through the trim to coat back inside at hem.

No Snaps -- LP34 TO REMAIN BLANK

Sewn On Lettering
Sewn On 3" Lime/Yellow 3M™ Scotchlite™ Letters (each line) max 5 Alpha Numeric ID Characters

Lettering
Lettering shall be __________________JCFD______________________

Location for Lettering
Arched on yoke: TOP OF ARCH 2" BELOW DRD FLAP

Mic Tab
1x3.5" triple layer self material mic tab, bartacked 4 corners.

Item Location for Above
Left Chest: 1" down from top of SF and centered

Hanger Loop
(Std) 5/8" x 5 1/2" Self fabric hangerloop.

Custom Turnout Pants - 2016
Pant Model / Design
LION® Turnout V-Force® Pant
**Pant Liner & Moisture Barrier**  
K7 - Traditional

Traditional Liner, Glide Ice™ face cloth quilted to DWR treated 2.3 oz NOMEX®/Kevlar® spunlace & DWR treated 1.5 oz AraFlo®, CROSSTECH® BLACK (Type 2F) PTFE/Nomex® Pajama Check laminated membrane

**Liner Inspection System**  
PLO200

(Std) Pant liner inspection system with 1x3" loop located at right side of liner waist.

**MISC. Fasteners**  
MF018

(Std) 1.5x3" hook sewn to right shell front for the pant liner inspection system.

**Pant Outer Shell Material**  
7oz PBI® Max Natural

PBI® Max, 7.0 oz., Natural Color

**Pant Fly Closure**  
FLY233

(Std) Sewn on pant FLY with PJ CROSSTECH®, closure thermo plastic zipper Inside with 1.5" hook & loop, 3/4" hook underneath PJ crosstech for liner attachment. V-Fit

**Take Up Straps**  
TUP700

1 pair 1x8.5" self fabric takeup straps w/ 1" x 3" hook on end & 1" x 4.5" loop on opposite end, 1" x 2.5" strap w/one 1" nickel loop, take-ups bartacked to shell.

**Take Up Straps**  
TUP512

Self material fly take-up 1-703 hook, 1-dee ring attached with rivet and cap.

**Log Tabs**  
LGT000-BLK

(Std) 2 Black Leather leg tabs per leg with non-logo female snaps.

**Pant Knee Reinforcement**  
KP214-BLK

Black Poly coated aramid contoured knees with 2 layers Lite-N-Dri padding V-Fit.

**Pant Cuff Reinforcement**  
PC504-BLK

Black Poly-coated aramid pant cuffs and 3x3.5" kick shield.

**Belts and Harnesses**  
EHS028

RIGHT SIDE CLOSURE: Removable Harness with 1.5x3.5" Self Fabric strap, 1 piece 1.5x1.5" loop, bartacked vertical on the top of the fly. Two PCA welt with black PBI Matrix outer shell material folded over inside for reinforcement. Two rows lockstitch on welt.

Due to the design of the harness, waist sizes below 30" and above 64" will not be able to incorporate a seat harness. Also, wide angled flys are unable to be used with this harness.

**Belts and Harnesses**  
BL032

3 Belt loops, self fabric loops made with 2 separate 1x3" straps with 1 piece 1x2" hook & 1 non-logo female snap, 1 piece 1x2" loop & 1 male
snap. 1 loop bartacked inside center back waist & 1 loop on each side.

**Belts and Harnesses**

BL028

1 Belt loop, 1x6" strap with 1 piece 1x2" hook set to one end and 1 piece 1x2" loop set to other end. Strap set to shell angled between pocket and welt using 3 bartacks.

**Suspender**

SR842M

42" V-BACK quick adjust- stretch padded suspenders, wire clips - Red; APPLIES TO ALL AVAILABLE LENGTHS.

**Pant Pockets**

**Turn-Out Pockets**

BDP906

10x10x2" Split bellow pocket (3.5" Front & 6.5" Rear) w/ KEVLAR® twill fully lined 3 sides inside pocket & PCA 5" up outside on pocket, 1 piece 1.5x10" hook sewn across flap with corresponding piece of 1.5x10" loop on pocket. Flap to be flush with top of pocket.

**Item Location for Above**

**Thigh Right**

**Turn-Out Pockets**

FBP1091

10.5x10x9x2.25" Full Bellow Pocket with KEVLAR® 5" up inside pocket and PCA 4" up outside on pocket. 9x4" Flap with 1" hook. 1x9" loop sewn to inside front top 2.5" of bellow. 7.5x7.5" PCA patch, lined with 1 layer KEVLAR Twill and 1 layer leather, sewn to outside front with stitch to create an evenly divided pouch and vertical bartacks at the top corners.

11.75x8.5" closure flap with rounded bottom corners and cylinder of 8.5x1" padding inside across bottom for hand grab. 7x2" hook inside flap 1.5" from bottom. 7x2" loop horizontal on pocket 3.5" below top. (not sewn through patch). Antenna notch on front side.

Note: When combined with the Personal Rescue System, this pocket will only fit on pants with an inseam length of 27" or longer.

**Item Location for Above**

**Thigh Left**

**Reflective Trim**

PTC4PT3Y

3" Lime/Yellow Ventilated Triple Trim Reflective trim around leg bottoms-4 rows lockstitch.

*** OPTIONAL BAILOUT ROPE: BHS030 ***

**Personal Rescue System**

BHS030

Personal Rescue System Escape Kit - Includes: one 50' Rope, one Decender, one Snap Link, one Tether, one Carabiner, and an Escape Anchor Hook.
## Quotation

**Customer**

Name: Jersey City Fire Department  
Attn: Chief DiGuilio  
City:  
Phone: 201-705-4877

**Quote**

2/5/2019  
Quote: GLOBE GEAR  
Rep: Kevin Kiel  
FOB: File Server

### Qty | Description | Unit Price | TOTAL |
--- | --- | --- | --- |
1 | GLOBE G-XTREME 3.0 JACKET WITH PBI MAX GOLD OUTER SHELL, GLIDE GOLD 2 LAYER LINER CROSSTECH BLACK MOISTURE BARRIER 3" NYC BRILLIANCE TRIM L/Y JCFD ROW A - 5X20" HANGING PATCH WITH FIREFIGHTERS NAME ROW G ZIPPER IN DEE OUT, 2X8X8 EXP HANDWARMERS, SURVIVOR, KEVLAR HAND/WRIST GUARD, KEVLAR TWILL FULL IH PANT PBI MAX GOLD OUTER SHELL/ GLIDE GOLD 2 LAYER LINR, CROSSTECH BLK MOISTURE BARRIER BRILLIANCE L/Y TRIM AROUND CUFF, SERIES II INTERNAL HARNESS W/ ESP POCKET, KEVLAR LINED POCKETS, DRAGONHIDE CUFF, ARA-SHIELD BLACK KNEES W/ SILIZONE PADDING, PADDED H BACK SUSPENDERS, YATES CARIBIENER OPTION: RIT ESCAPE SYSTEM - 50' Rope, Hook, 500330 | $1,539.00 | $1,539.00 |
1 | | |  
1 | | |  
| | |  
1 | | |  
1 | | |  
| | |  
1 | | |  
| | |  
1 | | |  

### Shipping & Handling

Taxes: N/A  
TOTAL:  

### Payment Details

- Cash  
- Check  
- Credit Card  

Name:  
CC #:  
Expires:  

**Quotation Valid for 90 Days**

---

"Everything but the Truck!"
**QUOTE**

Date: March 20, 2019

**Bill To:**  
Chief Steve J. McGill  
Jersey City Fire Department

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All uniforms above including hemming of trousers,  
JCFD Shoulder emblem and embroidery to all shirts

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Quote good through August 1, 2019  
Thank you for giving us an opportunity to serve you!
Bill To:
Chief Steven J. McGill

Ship To:

<table>
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<th>Your #</th>
<th>Sales Rep</th>
<th>FOB</th>
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<td>Lion Bailout</td>
<td>Bailout system for pants (if requested)</td>
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<td>Quest NOML</td>
<td>Nomex hood full length</td>
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<td>Lion Suspend</td>
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<td>$ 69.50</td>
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</table>

Quote good through August 1, 2019
Thank you for giving us an opportunity to serve you!
TO: 
All Using Agencies and All State Cooperative Members

DATE: 
December 24, 2018

FROM: 
Katherine Popso, Procurement Specialist

SUBJECT: 
Blanket P.O. Extension – Firefighter Protective Clothing & Equipment

CONTRACT PERIOD: 
Initial Contract Term: 04/01/12-03/31/15
1st Extension Period: 04/01/15-03/31/16 (One Year)
2nd Extension Period: 04/01/16-03/31/17 (One Year)
Transitional Extension: 04/01/16-07/31/17 (120 days)
Transitional Extension: 08/01/17-03/31/17 (8 months)
Transitional Extension: 04/01/18-07/29/18 (120 days)
Transitional Extension: 07/30/18-10/28/18 (90 days)
Transitional Extension: 10/29/18-12/27/18 (60 days)
Transitional Extension: 12/28/18-06/25/19 (180 days)

Please be advised that the following Blanket P.O.s have been extended through June 25, 2019 or until new Blanket P.O.s are awarded, at the same terms, conditions and specifications.

<table>
<thead>
<tr>
<th>Vendor  {Contractor}</th>
<th>Blanket P.O.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Air &amp; Gas Technologies Inc.</td>
<td>80963</td>
</tr>
<tr>
<td>Akron Brass Company</td>
<td>80964</td>
</tr>
<tr>
<td>Black Diamond Group Inc.</td>
<td>80957</td>
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<tr>
<td>Continental Fire &amp; Safety</td>
<td>80956</td>
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<tr>
<td>Cutters Edge Division of Edge</td>
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<tr>
<td>Draeger Inc.</td>
<td>80962</td>
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<tr>
<td>ED Bullard Co.</td>
<td>80952</td>
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<tr>
<td>Emergency Equipment Sales</td>
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</tbody>
</table>
The following Blanket P.O.s will be extended and set to “pay only” status in MACSE and will be reinstated upon submission of an executed amendment.

<table>
<thead>
<tr>
<th>VENDOR (CONTRACTOR)</th>
<th>BLANKET P.O.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Amkus Inc.</td>
<td>80971</td>
</tr>
<tr>
<td>Tempest Technology Corporation</td>
<td>80974</td>
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</tbody>
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Please attach this amendment to your current Notice of Award.
Notice of Award
Term Contract(s)

T-0790
FIREFIGHTER PROTECTIVE CLOTHING AND EQUIPMENT

<table>
<thead>
<tr>
<th>Vendor Information</th>
</tr>
</thead>
<tbody>
<tr>
<td>Authorized Dealers</td>
</tr>
<tr>
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<tr>
<td>RFP Documents</td>
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<tr>
<td>Email to KATE POPSO</td>
</tr>
</tbody>
</table>

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

The Download All Documents hyperlink will place compressed files on your computer. Files may be unzipped and viewed using WinZip. The evaluation version is available for free. Click here to learn more about WinZip or to download the latest version from the WinZip web site.

Forms in this section are stored in Adobe Acrobat (PDF) format. PDF formatted documents appear the same as the original printed forms. To view and print these forms, you must have a PDF viewer which is available free from Adobe. Click here to learn more about Adobe Acrobat or to download the latest version of the Adobe Acrobat viewer from the Adobe Web site.

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<tr>
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<td>T-0790</td>
<td></td>
</tr>
<tr>
<td>Contract #:</td>
<td>VARIOUS</td>
<td></td>
</tr>
<tr>
<td>Contract Period:</td>
<td>FROM: 04/01/12 TO: 06/25/19</td>
<td></td>
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</tbody>
</table>
| **Vendor Name & Address:** | LION APPAREL  
7200 POE AVENUE  
DAYTON, OH 45414 |
<table>
<thead>
<tr>
<th></th>
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<tbody>
<tr>
<td><strong>Contact Person:</strong></td>
<td>PEGGY CURTIS</td>
</tr>
<tr>
<td><strong>Contact Phone:</strong></td>
<td>800-421-2926</td>
</tr>
<tr>
<td><strong>Order Fax:</strong></td>
<td>877-803-1032</td>
</tr>
<tr>
<td><strong>Contract #:</strong></td>
<td>80947</td>
</tr>
<tr>
<td><strong>Expiration Date:</strong></td>
<td>06/25/19</td>
</tr>
<tr>
<td><strong>Terms:</strong></td>
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<tr>
<td><strong>Delivery:</strong></td>
<td>60 DAYS ARO</td>
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<tr>
<td><strong>Small Business Enterprise:</strong></td>
<td>NO</td>
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<tr>
<td><strong>Minority Business Enterprise:</strong></td>
<td>NO</td>
</tr>
<tr>
<td><strong>Women Business Enterprise:</strong></td>
<td>NO</td>
</tr>
<tr>
<td>*<em>Cooperative Purchasing <em>:</em></em></td>
<td>YES</td>
</tr>
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* WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS? *

| **Vendor Name & Address:** | MAJESTIC FIRE APPAREL INC  
PO BOX 248  
255 WAGNER STREET  
LEHIGHTON, PA 18235 |
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Contact Person:</strong></td>
<td>MICHAEL A.LEGGETT</td>
</tr>
<tr>
<td><strong>Contact Phone:</strong></td>
<td>610-377-6273</td>
</tr>
<tr>
<td><strong>Order Fax:</strong></td>
<td>610-377-6221</td>
</tr>
<tr>
<td><strong>Contract #:</strong></td>
<td>80955</td>
</tr>
<tr>
<td><strong>Expiration Date:</strong></td>
<td>06/25/19</td>
</tr>
<tr>
<td><strong>Terms:</strong></td>
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* WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS? *
<table>
<thead>
<tr>
<th>Contract#: 80946</th>
<th>Dealer/Distributor Name &amp; Address: FIREFIGHTER ONE LLC 34 WILSON DRIVE SPARTA NJ 07871</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contact Person:</td>
<td>JONATHON VAN NORMAN</td>
</tr>
<tr>
<td>Contact Phone:</td>
<td>973-810-2670-4000</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Contract#: 80947</th>
<th>Dealer/Distributor Name &amp; Address: MID ATLANTIC FIRE AND AIR 1050 WEISER STREET READING PA 19601</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contact Person:</td>
<td>PAUL E YODER</td>
</tr>
<tr>
<td>Contact Phone:</td>
<td>610-372-5077</td>
</tr>
</tbody>
</table>

| Dealer/Distributor Name & Address: NAT ALEXANDER CO INC 121 WHITE HORSE PIKE LAUREL SPRINGS NJ 08021 |
| Contact Person: | LEE J TAMBURRINO                                                                                   |
| Contact Phone:  | 856-783-0720                                                                                      |

<table>
<thead>
<tr>
<th>Contract#: 80947</th>
<th>Dealer/Distributor Name &amp; Address: ALL HANDS FIRE EQUIPMENT 506 ATKINS AVENUE NEPTUNE NJ 07753</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contact Person:</td>
<td>SCOTT T COLARUSSO</td>
</tr>
<tr>
<td>Contact Phone:</td>
<td>732-502-8060</td>
</tr>
</tbody>
</table>

| Dealer/Distributor Name & Address: MID ATLANTIC FIRE AND AIR 1050 WEISER STREET READING PA 19601 |
| Contact Person: | PAUL E YODER                                                                                  |
| Contact Phone:  | 610-372-5077                                                                                  |

| Dealer/Distributor Name & Address: PUBLIC SAFETY OUTFITTERS INC 545 WOODBURY-GLASSBORO RD SEWELL NJ 08080 |
| Contact Person: | JOSEPH LOVERDI                                                                               |
| Contact Phone:  | 856-589-2997                                                                                   |

| Dealer/Distributor Name & Address: TURN OUT FIRE & SAFETY INC 3468 KENNEDY BLVD JERSEY CITY NJ 07307 |
| Contact Person: | JOSEPH CHIUSOLO                                                                              |
| Contact Phone:  | 201-963-9312                                                                                   |

| Dealer/Distributor Name & Address: WITMER ASSOCIATES INC 104 INDEPENDENCE WAY COATESVILLE PA 19320-1653 |
| Contact Person: | UNKNOWN                                                                                     |
| Contact Phone:  | 610-857-8070                                                                                  |
On-Line Business Registration Certificate Service

CERTIFICATE NUMBER 0101743 FOR TURN OUT FIRE & SAFETY, INC. IS VALID.
STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: TURN OUT FIRE & SAFETY, INC.
Trade Name: 
Address: 3468 KENNEDY BLVD
JERSEY CITY, NJ 07307-4112
Certificate Number: 0101743
Effective Date: October 11, 2001

The qualified business named below is hereby authorized to collect sales tax pursuant to the Urban Enterprise Zones Act. This authorization is good ONLY for the named business at the location specified herein. This authorization is null and void if any change of ownership or address is affected. This certificate authorizes you to collect tax at a reduced rate on retail sales of tangible personal property EXCEPT: motor vehicles; certain manufacturing equipment; cigarettes; alcoholic beverages; prepared meals; services; hotel room occupancies; admissions; membership fees; parking fees; natural gas and electricity. See, N.J.A.C. 18:24-31.4.

000021403
XXX-XXX-883/000
03/01/17 TO 02/28/18
This Permit is NOT assignable or transferable.

CERTIFICATE OF EMPLOYEE INFORMATION REPORT

RENEWAL
This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of
15-Mar-2013 TO 15-Mar-2020

TURN OUT FIRE & SAFETY, INC.
3468 KENNEDY BOULEVARD
JERSEY CITY NJ 07307

Andrew P. Sidamon-Eristoff
State Treasurer
Minority/Woman Business Enterprise (MWBE)
Questionnaire for Bidders

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and women 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>Turn Out Fire &amp; Safety, INC.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address:</td>
<td>3468 Kennedy Blvd Jersey City, NJ 07307</td>
</tr>
<tr>
<td>Telephone No.:</td>
<td>201-963-9312 ph 201-963-9314 fax</td>
</tr>
<tr>
<td>Contact Name:</td>
<td>Chaves</td>
</tr>
</tbody>
</table>

Please check applicable category:
- Minority Owned Business (MBE)
- Minority & Woman Owned Business (MWBE)
- Woman Owned Business (WBE)
- Neither

Definitions

Minority Business Enterprise

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

- African American: a person having origins in any of the black racial groups of Africa
- Hispanic: a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.
- Asian: a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.
- American Indian or Alaskan Native: a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

Woman Business Enterprise

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

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

Jersey City Ordinance C-629 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: Turn Out Fire & Safety, INC.
Address: 3468 Kennedy Blvd
Jersey City, NJ 07307
Telephone No.: 201-963-9312 ph
201-963-9314 fax
Contact Name:

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 Enterprises

Woman Business Enterprises 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 (Continuaton)

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:

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, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to Subchapter 18 of the Administrative Code at N.J.A.C. 17:27.

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

EXHIBIT A
N.J.S.A. 10:5-31 and N.J.A.C. 17:27
Mandatory Equal Employment Opportunity Language
Goods, Professional Services and General Service Contracts
(Mandatory Affirmative Action Language)

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

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

Representative's Name/Title (Print):       _____________
Representative's Signature: _________________
Name of Company: ___________________________
Tel. No.: _________ Date: _________
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 violated 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 all 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 the contractor's 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 action available to it under any other provisions of the Agreement or otherwise at law.

Representative's Name/Title/Ptr. No.: [Signature]
Representative's Signature:
Name of Company:
Date: 4/4/99

[Handwritten Signature]
RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO MILLENNIUM COMMUNICATIONS INC. FOR A MANAGED BLOCK OF HOURS CONTRACT FOR NETWORK INTEGRATION SERVICES UNDER GSA CONTRACT FOR THE OFFICE OF EMERGENCY MANAGEMENT AND HOMELAND SECURITY FUNDED THROUGH FY-18 URBAN AREA SECURITY INITIATIVE GRANT (UASI)

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, a service block of hours are needed to integrate, maintain and manage LAN and WAN switches, emergency phones and video surveillance equipment throughout various Office of Emergency Management ("OEM") locations which include 715 Summit Avenue, OEM HLS mobile covert truck, Porete, Troy Street, Boonton Reservoir, Rt. 21, Great Notch, Seaview, Riverside Park, Jersey City, City Hall, Command Truck, Central Avenue switches, Marin Collection Point, Bayside Collection Point; and

WHEREAS, N.J.S.A. 52:34-10.6 (c) authorizes the City of Jersey City ("City") to purchase equipment and/or services paid for or reimbursed by Federal funds awarded by the United States Department of Homeland Security without public bidding if the contractor either (1) is a holder of a current State Contract for the equipment, or (2) is participating in a Federal Procurement Program established by a Federal Department or agency, or (3) has been approved by the State Treasurer in consultation with the New Jersey Domestic Security Preparedness Task Force; and

WHEREAS, Millennium Communications Inc., 11 Melanie Lane, Unit 13, East Hanover, New Jersey 07936 is participating in a Federal Procurement Program by a Federal Department or Agency and is the holder of General Services Administration Contract Schedule 70, Contract GS-35F-0220R, Information Technology Services; and

WHEREAS, Millennium Communications Inc., submitted a quote in the total amount of twenty nine thousand, one hundred sixty nine dollars and eighty cents ($29,169.80.00) for Network Integration Services for the Office of Emergency Management; and

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

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

1. Pursuant to N.J.S.A. 52:34-10.6 (c), a contract is awarded to Millennium Communications Inc., 11 Melanie Lane, Unit 13, East Hanover, New Jersey 07936 the holder of GSA Contract GS-35F-0220R, in the amount of $29,169.80 for Network Integration Services;

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

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

(Continued on Page 2)
RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO MILLENNIUM COMMUNICATIONS INC. FOR A MANAGED BLOCK OF HOURS CONTRACT FOR NETWORK INTEGRATION SERVICES UNDER GSA CONTRACT FOR THE OFFICE OF EMERGENCY MANAGEMENT AND HOMELAND SECURITY FUNDED THROUGH FY-18 URBAN AREA SECURITY INITIATIVE GRANT (UASI)

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

<table>
<thead>
<tr>
<th>Grant Account</th>
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<th>Total Contract</th>
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<tbody>
<tr>
<td>02-213-40-872-314</td>
<td>133286</td>
<td>$29,169.80</td>
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Approved: Peter Folgado, Director of Purchasing, QPA, RPPO

Date: April 9, 2019

Certification Required: ☐

Not Required: ☐

APPROVED AS TO LEGAL FORM

APPROVED: Business Administrator

APPROVED: Corporation Counsel

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 4.24.19

<table>
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<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>RIDDY</td>
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<td>BOGGIANO</td>
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<td>YUN</td>
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<td></td>
<td>LAVARRO, PRES.</td>
<td>✓</td>
<td></td>
<td></td>
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</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 THE AWARD OF A CONTRACT TO MILLENNIUM COMMUNICATIONS INC. FOR A MANAGED BLOCK OF HOURS CONTRACT FOR NETWORK INTEGRATION SERVICES UNDER GSA CONTRACT FOR THE OFFICE OF EMERGENCY MANAGEMENT AND HOMELAND SECURITY FUNDED THROUGH FY-18 URBAN AREA SECURITY INITIATIVE GRANT (UASI)

Project Manager

<table>
<thead>
<tr>
<th>Department/Division</th>
<th>Name/Title</th>
<th>Phone/Email</th>
</tr>
</thead>
<tbody>
<tr>
<td>PUBLIC SAFETY</td>
<td>W. GREG KIERCE</td>
<td><a href="mailto:WKierce@NJJCPS.ORG">WKierce@NJJCPS.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 will authorize the issuance of a contract to Millennium Communications Group to provide a maintenance service contract related to Cisco LAN & WAN switches, and Genetec Physical Security associated with the Emergency Operations Center, Mobile command Vehicle, Jersey City City Hall, Marin Blvd corridor, and city wide emergency phones

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

The 2018 UASI FY-18 grant will fund this project in the amount of $29,169.80  One time purchase

Type of award  If "Other Exception", enter type

GSA Contract # GS-35F-0220R

Additional Information

I certify that all the facts presented herein are accurate.

Signature of Department Director  Date

Peter Folgado, QPA, RPSO  4/1/19

Date
April 1st, 2019

W. Greg Kierce, Director
City of Jersey City
Office of Emergency Management & Homeland Security

Re: Millennium Managed Services - Yearly Block Hour Contract

Dear Director Kierce:

We present Jersey City Office of Emergency Management with a Millennium Managed Service Block Hour Contract. This contract will not exceed total amount of $29,169.80

PRICING

<table>
<thead>
<tr>
<th>220 hours (yearly)* (GSA Rate $132.59)</th>
<th>$29,169.80 per year**</th>
</tr>
</thead>
</table>
* Millennium GSA Contract GSA# GS-35F-0220R (Network Integrator / $132.59/hour)

FEATURES

- Access to client portal to keep track of ticket and time used
- Ability to open trouble tickets via Email, Phone, or Client Portal
- To be used for Moves, Adds, and Changes (MACs) and Break/Fix

Service Level Agreement (SLA)
1. 4 Hour Remote Response during normal business hours; Minimum 1 hour at time of service
2. NBD On-site Response during normal business hours; Minimum 4 hours at time of service
3. Emergency / After Hour support will be deducted from block hour at 1.5x rate; Minimum 4 hours at time of service
4. Normal business hours: Monday - Friday, 8am - 5pm

* Unused time will not be carried forward into the following month year. The average billing rate is $132.59 per hour.
** To be invoiced up front at the acceptance of the service.
The following list of equipment / application is incorporated into your Millennium Managed Services agreement:

- Cisco LAN & WAN Switches
- Genetec Physical Security

Customer Sites Covered:
Jersey City Office of Emergency Management & Homeland Security 715 Summit Ave, Porete, Troy Street, Boonton Reservoir, Rt. 21, Great Notch, Seaview, Riverside Park, Jersey City Town Hall, Command Truck, Central Ave Switches, Marin Collection Point, Bayside Collection Point, and Emergency Phones & Equipment.

Notes
- This Contract does not include union labor. If needed, prevailing wage, second shift, and holiday rates will apply.
- It is STRONGLY recommended that the Customer have proper extended support contract from manufacturer in case of product malfunction, and we have to escalate the issue.

If you have any questions or require any further information please do not hesitate to contact me. I can be reached directly at (973)-929-2540 or via e-mail at britchie@millenniuminc.com. I look forward to a long-standing relationship with you and your organization.

Sincerely,

Robert Ritchie
President
### STATE OF NEW JERSEY
### BUSINESS REGISTRATION CERTIFICATE

<table>
<thead>
<tr>
<th>Taxpayer Name:</th>
<th>MILLENNIUM COMMUNICATIONS GROUP INC.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Trade Name:</td>
<td></td>
</tr>
<tr>
<td>Address:</td>
<td>11 MELANIE LANE UNIT 13</td>
</tr>
<tr>
<td></td>
<td>EAST HANOVER, NJ 07936-1100</td>
</tr>
<tr>
<td>Certificate Number:</td>
<td>0083855</td>
</tr>
<tr>
<td>Effective Date:</td>
<td>July 05, 1995</td>
</tr>
<tr>
<td>Date of Issuance:</td>
<td>April 09, 2019</td>
</tr>
</tbody>
</table>

For Office Use Only:

20190409130627751
CERTIFICATE OF EMPLOYEE INFORMATION REPORT
RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of 15-MAR-2015 to 15-MAR-2022.

MILLENNIUM COMMUNICATIONS GROUP INC.
11 MELANIE LANE, UNIT 13
EAST HANOVER, NJ 07936

Andrew P. Sidamon-Eristoff
State Treasurer
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 assure, by necessary procedures, 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 related 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
- Employer 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/pog/purchase_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 Contractors
(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): Robert Ritchie, President
Representative's Signature: 
Name of Company: Millennium Communications Group, Inc.
Tel. No.: (973) 503-1313 Date: April 8, 2019
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, damages, or damages, of whatever kind or nature, arising out of or for 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 this contract, 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 served 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: Robert Ritchie, President
Representative's Signature: [signature]
Name of Company: Millennium Communications Group, Inc.
Tel. No.: (973) 503-1313 Date: April 8, 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: Millennium Communications Group, Inc.

Address: 11 Melanie Lane, Unit 13, East Hanover, NJ 07936

Telephone No.: (973) 503-1313

Contact Name: Robert Rivas, President

Please check applicable category:

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

___ Woman Owned Business (WBE) ___ Neither

Definitions

Minority Business Enterprise

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

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

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

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

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

Woman Business Enterprise

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

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: Millennium Communications Group, Inc.

Address: 11 Melanie Lane, Unit 13, East Hanover, NJ 07936

Telephone No.: (973) 503-1313

Contact Name: Robert Ritchie, President

Please check applicable category:

- [ ] Minority Owned Business (MBE)
- [x] Minority & Woman Owned Business (MWBE)
- [ ] Woman Owned business (WBE)
- [x] Neither

Definitions

Minority Business Enterprise

A 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 Pac 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

A 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
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: | Millennium Communications Group, Inc. |
| Address: | 11 Melanie Lane, Unit 13 |
| City: | East Hanover |
| State: | NJ |
| Zip: | 07936 |

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 Ritchie  President

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>Nothing to declare.</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-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 candidate committees, 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(b), (q) and (r).

<table>
<thead>
<tr>
<th>Name</th>
<th>Committee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Steven Fulop 2021</td>
<td>Mira Prinz-Arey for Council</td>
</tr>
<tr>
<td>Lavario for Councilman</td>
<td>Friends of Richard Boggiano</td>
</tr>
<tr>
<td>Friends of Joyce Watterman</td>
<td>Michael Yun for Council</td>
</tr>
<tr>
<td>Friends of Daniel Rivera</td>
<td>Solomon for Council 2021</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 Ritchie</td>
<td>41 Cooke Road, Blairstown, NJ 07825</td>
</tr>
<tr>
<td>Kenneth McLaughlin</td>
<td>15 Woodland Avenue, Mountain Lakes, NJ 07046</td>
</tr>
<tr>
<td>Ronald Cassel</td>
<td>104 Elmwood Road, Verona, NJ 07044</td>
</tr>
<tr>
<td>Julie Basil</td>
<td>104 Elmwood Road, Verona, NJ 07044</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: Millennium Communications Group, Inc.

Signature of Affiant: ____________________________ Title: President
Printed Name of Affiant: Robert Ritchie Date: April 8, 2019

Subscribed and sworn before me this 8th day of April, 2019.

Carlene Johnson, Notary Public of New Jersey ID# 2201240 (Witnessed or attested by)

My Commission expires: May 28, 2022
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 Millennium Communications Group, Inc (name of business entity) has not made any reportable contributions in the **one-year period preceding April 8, 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 Millennium Communications Group, 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: Millennium Communications Group, Inc.

Signed: [Signature]

Print Name: Robert Ritchie

Date: April 8, 2019

Subscribed and sworn before me this 8th day of April, 2019.

My Commission Expires:

[Signature]

Carlene Johnson
Notary Public of New Jersey
ID# 2201249
My Commission Expires May 29, 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.**
RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO TOMAHAWK DEFENSE LLC FOR INCIDENT RESPONSE/CRISIS MANAGEMENT TRAINING FOR THE OFFICE OF EMERGENCY MANAGEMENT AND HOMELAND SECURITY FUNDED THROUGH FY-18 URBAN AREA SECURITY INITIATIVE GRANT (UASI)

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, in conformity with N.J.S.A. 40A:11-6.1(a) the City of Jersey City ("City") solicited one quote for incident response/crisis management training; and

WHEREAS, Tomahawk Defense LLC, 1225 17th Avenue South, Nashville, Tennessee 37212 submitted a quote in the amount of forty thousand dollars ($40,000.00); and

WHEREAS, the Purchasing Agent certifies that it is impracticable to solicit additional quotes because of the specialized and sensitive nature of such training; and

WHEREAS, the Purchasing Director believes the proposal of Tomahawk Defense LLC 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-20,5et seq. (Pay-to-Play Law); and

WHEREAS, the Director of the Office of Emergency Management and Homeland Security 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>133293</td>
<td>$40,000.00</td>
</tr>
</tbody>
</table>

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

1. A contract is awarded to Tomahawk Defense LLC in the amount of $40,000.00 to conduct an incident response/crisis management training is authorized;

2. The term of the contract will be completed upon the delivery of the goods or services;

(Continue on page 2)
RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO TOMAHAWK DEFENSE LLC FOR INCIDENT RESPONSE/CRISIS MANAGEMENT TRAINING FOR THE OFFICE OF EMERGENCY MANAGEMENT AND HOMELAND SECURITY FUNDED THROUGH FY-18 URBAN AREA SECURITY INITIATIVE GRANT (UASI)

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.;

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.

Elizabeth Castillo, Acting 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>
</tr>
</thead>
<tbody>
<tr>
<td>02-213-40-872-314</td>
<td>133293</td>
<td>$40,000.00</td>
</tr>
</tbody>
</table>

Approved by:

Peter Folgado, Director of Purchasing, QPA, RPPO

4/10/19

APPROVED:

APPROVED AS TO LEGAL FORM

APPROVED:

Business Administrator

Corporation Counsel

Councilperson   AYE   NAY   N.V.  Councilperson   AYE   NAY   N.V.  Councilperson   AYE   NAY   N.V.  Councilperson   AYE   NAY   N.V.

Ridley          ✓    ✓     ✓     PrinZ-Arey      ✓    ✓     ✓     Roggiando      ✓    ✓     ✓     Riveria         ✓    ✓     ✓

SOLOMON         ✓    ✓     ✓     Watterman      ✓    ✓     ✓     Lavarro, Pres.  ✓    ✓     ✓

✓ Indicates Vote

N.V. = Not Voting (Abstain)

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

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 TOMAHAWK STRATEGIC SOLUTIONS FOR PROVIDING AN INCIDENT RESPONSE/CRISIS MANAGEMENT FULL SCALE ACTIVE SHOOTER EXERCISE AT THE SAINT PETERS PREP CAMPUS TRAINING FOR JERSEY CITY 1ST RESPONDERS FUNDED THROUGH FY-18 URBAN AREA SECURITY INITIATIVE GRANT (UASI)

Project Manager
<table>
<thead>
<tr>
<th>Department/Division</th>
<th>Public Safety</th>
<th>OEM/Homeland Security</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name/Title</td>
<td>W. Greg Kierce</td>
<td>Director</td>
</tr>
<tr>
<td>Phone/email</td>
<td>201 547-5681</td>
<td><a href="mailto:w.kierec@njeps.org">w.kierec@njeps.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.)

Resolution Purpose
This Resolution will authorize the issuance of a contract to Tomahawk Strategic solutions to conduct a full scale Active Shooter Exercise where Jersey City 1st responders will handle complex situations at the Saint Peters campus scheduled for Saturday April 27th, 2019

Cost (Identify all sources and amounts)  Contract term (Include any proposed renewals)
Total cost: $40,000 UASI FY18 Account  This contract will be for one event
# 02-213-40-872-314

I certify that all the facts presented herein are accurate.

[Signature of Department Director]  4/16/19  [Signature of Purchasing Director]  4/16/19
I W. Greg Kierce, of full age, hereby certifies as follows;

1. I am the Director of the Office of Emergency Management & Homeland Security (OEMHS) for the City of Jersey City.

2. The City of Jersey City Department of Public Safety Division(s) of Emergency Management & Homeland Security and Police in response to Active Shooter incidents occurring in the United States and around the world all of which necessitate the need to initiate aggressive exercise/training for Jersey City 1st responders and members of the public and private sector.

3. Saint Peters Preparatory High School located at 144 Grand Street, Jersey City NJ requested the assistance of the City in developing a full-scale Active Shooter exercise at the Grand Street campus scheduled for Saturday April 27th 2019.

4. Tomahawk Strategic Solutions has provided this specialized training for members of the Jersey City Police Department Emergency Services Unit and has conducted previous Active Shooter exercises involving Jersey City 1st Responders and members of the public and private sector.

5. Tomahawk Strategic Solutions has submitted a proposal in the amount of $40,000 for providing these services which will be funded through the UASI FY-18 Active Shooter funding.

6. Based on current world-wide trends related to Active Shooter incidents as well as constraints related to this exercise it was not practical to solicit formal bids.

7. I respectfully request the proposal submitted by Tomahawk Strategic Solutions relevant this matter be approved.

8. I certify that the foregoing statements are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

W. Greg Kierce
City of Jersey City
Office of Emergency Management & Homeland Security

Date: 4/10/19
CITY OF JERSEY CITY
394 CENTRAL AVE.
2ND FLOOR
JERSEY CITY NJ 07307
PURCHASE ORDER & VOUCHER

PURCHASE ORDER NUMBER
133293

REQUISITION # 0188148
BUYER RESOLUTION

CHECK NO. ___________________________
CHECK DATE ___________________________
VOUCHER NO. ___________________________
VENDOR INV.# ___________________________

DELIVER TO
OFFICE OF EMERGENCY MGMT
715 SUMMIT AVENUE
JERSEY CITY NJ 07307

BILL TO
OFFICE OF EMERGENCY MGMT
715 SUMMIT AVENUE
JERSEY CITY NJ 07307

04/10/2019 TO550519

VENDOR INFORMATION
TOMAHAWK DEFENSE, LLC
TOMAHAWK STRATEGIC SOLUTIONS
1225 17TH AVENUE SOUTH
NASHVILLE TN 37212

DELIVER TO
OFFICE OF EMERGENCY MGMT
715 SUMMIT AVENUE
JERSEY CITY NJ 07307

BILL TO
OFFICE OF EMERGENCY MGMT
715 SUMMIT AVENUE
JERSEY CITY NJ 07307

<table>
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<tr>
<th>QUANTITY</th>
<th>UNIT</th>
<th>DESCRIPTION</th>
<th>ACCOUNT NUMBER</th>
<th>UNIT PRICE</th>
<th>EXTENDED PRICE</th>
</tr>
</thead>
</table>
| 1.00     | EA   | INCIDENT RESPONSE/
CRISIS MANAGEMENT FULL SCALE ACTIVE
SHOOTER EXERCISE AT ST. PETER'S PREP CAMPUS
PROPOSAL DATED 3/22/19 BY MICHAEL BILLER
TOTAL CONTRACT: $40,000.00
PTPRESO_______, APPROVED__________

02-213-40-872-314
40,000.0000
40,000.00

TAX EXEMPTION NO. 22-6002013

PO Total 40,000.00

CLAIMANT'S CERTIFICATION AND DECLARATION
I do solemnly declare and certify under the penalties of the law that the within bill is correct in all
its particulars; that the articles have been furnished or services rendered as stated therein; that
no bonus has been given or received by any persons within the knowledge of this claimant in
connection with the above claim; that the amount therein stated is justly due and owing; and that
the amount charged is a reasonable one.

X

VENDOR SIGN HERE

ORIGINAL COPY

OFFICIAL POSITION

DATE

APPROVED BY THE PURCHASING AGENT

DATE

APPROVED BY ACCOUNTS & CONTROL

DATE

FOR PAYMENT, VENDOR MUST SIGN AT X ON THIS VOUCHER AND RETURN TO THE BILL TO ADDRESS
CITY OF JERSEY CITY
394 CENTRAL AVE.
2ND FLOOR
JERSEY CITY NJ 07307
Requisition

Department Bill To
OFFICE OF EMERGENCY MGMT
715 SUMMIT AVENUE
JERSEY CITY

Department Ship To
OFFICE OF EMERGENCY MGMT
715 SUMMIT AVENUE
JERSEY CITY NJ 07307

Vendor
TOMAHAWK DEFENSE, LLC
TOMAHAWK STRATEGIC SOLUTIONS
1225 17TH AVENUE SOUTH
NASHVILLE TN 37212
T0550519

Contact Info
DBaker
000000201.

<table>
<thead>
<tr>
<th>Quantity</th>
<th>UOM</th>
<th>Description</th>
<th>Account</th>
<th>Unit Price</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.00</td>
<td>EA</td>
<td>INCIDENT RESPONSE/CRISIS MANAGEMENT FULL SCALE ACTIVE SHOOTER EXERCISE AT ST. PETER'S PREP CAMPUS</td>
<td>0221340872314060</td>
<td>40,000.00</td>
<td>40,000.00</td>
</tr>
</tbody>
</table>

TOTAL CONTRACT: $40,000.00

Requisition Total 40,000.00

Req. Date: 04/02/2019
Requested By: DBAKER
Approved By: ________________________________

This Is Not A Purchase Order
PROPOSAL PREPARED FOR

CITY OF JERSEY CITY
CORPORATE SEAL

Incident Response
Crisis Management

CONFIDENTIAL | This proposal has been distributed to you on a confidential basis. By accepting it, you agree not to disseminate it to any other person or entity in any manner and not to use the information for any purpose other than considering opportunities for a business relationship with Tomahawk Strategic Solutions.
Proposal Letter

22 March 2019
Walter Kierce
Director - Domestic Preparedness Planner
Office of Emergency Management & Homeland Security
City of Jersey City – 715 Summit Avenue, Jersey City, NJ 07306

RE: Incident Response | Crisis Management

Mr. Kierce:

Tomahawk Strategic Solutions LLC ("Tomahawk") is proud to present our proposal to help enhance preparedness and training at your institution. As previously discussed, the following document provides a detailed strategy to address the City of Jersey City’s ("JC") specific training criteria needs and requests, namely:

a. Incident Response | Crisis Management

Tomahawk is a leading provider of comprehensive security and emergency response solutions, which were developed to provide assessments, analysis, and training based on each client’s specific organizational needs. Tomahawk will provide tailored action plans that will become the foundation for a holistic security strategy that is continuously monitored, updated, and tested to enable each institution to adapt to changing needs and threats—adaptability is key to effective and sustainable security solutions.

Tomahawk brings unparalleled expertise and proven techniques to its clients in order to provide custom solutions that exceed industry best practices.

If you have any questions about our proposal, please contact Mike Biller at (757) 282-8203 or mike@tomahawks.com.

Respectfully,

Michael Biller
President | COO

Prepare - Respond - Recover
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CONFIDENTIAL

This proposal has been distributed to you on a confidential basis. By accepting it, you agree not to disseminate it to any other person or entity in any manner and not to use the information for any purpose other than considering opportunities for a business relationship with Tomahawk Strategic Solutions.
Capabilities and Experience

Tomahawk Strategic Solutions works to provide its clients with unparalleled, tailored training and consulting to confront modern day threats. Tomahawk personnel include Special Forces operators, corporate security experts, specialized SWAT/ESU/patrol officers (retired & active), and combat and civilian medics. The Tomahawk staff has decades of combined experience conducting a wide spectrum of operations—from direct action, to clandestine reconnaissance, to training and advising foreign and domestic military and law enforcement agencies. Our careers have been defined by accomplishing complex missions in the most difficult of circumstances.

Our company has a proven track record working with a multitude of organizations to improve their security needs. Tomahawk has worked with some of the world's largest companies and most experienced law enforcement organizations. We have experience working with a variety of companies in a wide spectrum of industries, including leading financial and healthcare institutions, schools and universities, and numerous law enforcement agencies across the country. We are passionate about our work and dedicated to helping our clients meet their goals.

Approach

Tomahawk develops custom-tailored strategies for each of its corporate clients, taking the unique needs of each organization into consideration. All our training and consulting programs begin with an assessment of an organization's current security and emergency management policies and practices. We then develop policy recommendations and training programs that best fit each organization's strengths and weaknesses. We take a holistic approach to security that ensures proper communication and coordination throughout the entire enterprise. Building a strong relationship between companies and first responders is a core element of our philosophy, as it better prepares both individual organizations and the local community to respond to emergency situations.

Tomahawk can offer its clients lessons from decades of expertise in responding to a wide variety of modern day threats, including active shooters, disgruntled employees, physical security breaches, hostage situations, and terrorist attacks. Tomahawk instructors have years of firsthand experience providing security and responding to active threats, both at home and abroad. Members of the Tomahawk team have played pivotal roles in conducting overseas counterterrorism activities, responding to mass shootings in the United States, developing security policies for corporate enterprises and law enforcement agencies, training premier law enforcement and military organizations, and protecting dignitaries—both foreign and domestic. Tomahawk brings an unrivaled level of expertise to emergency and crisis management training and consulting services.
Methodology

We believe in taking a holistic approach to everything we do. The Tomahawk team has had the pleasure of working for JC for over four years. Our team takes pride in the services and partnership with JC. The training provided over the years has been proven in real world situations such as the Newport Mall where we conducted a similar exercise. The JC first responders capabilities and experience have grown exponentially over the years. Tomahawk will continue to grow and evolve with JC to always stay prepared and ready to respond efficiently and effectively.

Proposed Services

Incident Response | Crisis Management

Incident Response | Crisis Management (IR) exercises are full-scale events conducted in a safe and controlled environment, providing realistic scenario-based training to municipalities, corporations, organizations and first responders. Simulating a real-life emergency or crisis situation will provide training and knowledge to prepare bystanders and first responders for a wide range of potential events. During these exercises, safety is the utmost priority. The safe and successful execution of an IR requires careful planning and the use of numerous safety controls prior to and during the exercise. During the exercise, there will be simulations of injured personnel, blank gun fire, and mock explosive devices placed in the training environment to create realism and manage expectations. The safety and control measures employed by Tomahawk are based on thousands of hours of training and real-life experience that enables our team to provide the safest and most effective training experience possible.

Conducting a full-scale exercise will provide unique insight and understanding of how first responders will handle a complex situation at the St. Peter’s Prep campus. Tomahawk utilizes current world events and decades of proven experience handling active shooters, hostage situations, terrorist threats (including improvised explosive devises), and dynamic threats. St. Peter’s Prep personnel will have the opportunity to apply Run – Hide – Fight skills in a realistic training environment. Individuals will learn that these methods are not linear, and that the application of these skills are always evolving. Following each scenario, Tomahawk instructors will provide debrief sessions for both first responders and St. Peter’s Prep personnel in an effort to share experiences, lessons learned, and ways to improve response in follow on training sessions.

Prepare – Respond – Recover
Scope of Work

The IR consists of multiple scenarios that test and evaluate the policy, response, coordination, and communication of the JC first responders and multiple responding city authorities and the St. Peter’s Prep security and staff. The exercise scenarios are custom written in order to test and evaluate the capabilities of the city, the integration of multiple responders, and the current training level of responding authorities. Additionally, the exercise will test and evaluate the St. Peter’s Prep security and crisis management policy with existing local response standard operating procedures (SOPs) in order to streamline the response from all authorities and strengthen community relationships.

- Eight weeks of planning
- On-site meeting 4-6 weeks prior to exercise
- Thorough de-brief after each exercise
- After Action Review with city leadership
- Post report
Pricing Cost Estimate of Services

Tomahawk recommends a set schedule to organize training and a fee for services provided to JC to properly carry out the tasks outlined in this proposal, including:

a. Incident Response | Crisis Management
   - One-time fee: $40,000.00
     - Eight weeks of planning
     - On-site meeting 4-6 weeks prior to exercise
     - Thorough de-brief after each exercise
     - After Action Review with city leadership
     - Post report

Note: Tomahawk's proposal includes travel-related expenses.

Forty Thousand ($40,000.00)
(one-time fee)

Bottom Line—our approach is simple: to complete the mission at a cost that is both reasonable and fair to our unique and varied client list. The Tomahawk mission is to serve our clients until the job is complete, with the utmost transparency and with a deliverable that far exceeds client expectations.
<table>
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<th>Trade Name:</th>
<th>Certificate Number:</th>
<th>Effective Date:</th>
<th>Date of Issuance:</th>
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<tr>
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<td>TOMAHAWK STRATEGIC SOLUTIONS LLC</td>
<td>1942571</td>
<td>March 31, 2015</td>
<td>October 12, 2018</td>
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</table>

For Office Use Only: 201801212484500
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-2015 to 15-JUN-2022

TOMAHAWK DEFENSE
1225 17TH AVE. S.
NASHVILLE TN 37212

FORD M. SCUDDER
Acting State Treasurer
Minority/Woman Business Enterprise (MWBE)
Questionnaire for Bidders

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

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

Business Name: Tomahawk Strategic Solutions
Address: 1225 17th Ave. S. Nashville, TN 37212
Telephone No.: 615.431.3700
Contact Name: Julianna Smith

Please check applicable category:

- [ ] Minority Owned Business (MBE)
- [x] 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, South or South American or other non-European Spanish origin regardless of race.
- Asian: a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.
- American Indian or Alaskan Native: a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

Woman Business Enterprise

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

DIVISION OF PURCHASING COPY
APPENDIX A

AMERICANS WITH DISABILITIES ACT OF 1990

Equal Opportunity for Individuals with Disability

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

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

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnity, 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: Keith Walawender / CEO

__________________________
Representative's Signature:

__________________________
Name of Company: Tomahawk Strategic Solutions

Tel. No.: 615.431.3700

Date: 08-Apr-2019
EXHIBIT A (Continuation)

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

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

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

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

- Letter of Federal Affirmative Action Plan Approval
- Certificate of Employee Information Report
- Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division’s website at www.state.nj.us/treasury/contract_compliance)

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to Subchapter 18 of the Administrative Code at N.J.A.C. 17:27.

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

EXHIBIT A

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

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

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

Representative’s Name/Title (Print): Keith Walawender

Representative’s Signature: [Signature]

Name of Company: Tomahawk Strategic Solutions

Tel. No.: 615.431.3700 Date: 08-Apr-2019
C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

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

This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.

Part I - Vendor Information

<table>
<thead>
<tr>
<th>Vendor Name:</th>
<th>Tomahawk Strategic Solutions</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address:</td>
<td>1225 17th Ave. S</td>
</tr>
<tr>
<td>City:</td>
<td>Nashville</td>
</tr>
<tr>
<td>State:</td>
<td>TN</td>
</tr>
<tr>
<td>Zip:</td>
<td>37212</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.

Keith Walawender
CEO

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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</table>

☐ Check here if the information is continued on subsequent page(s)
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 2021
Lavacco 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>Michael Biller</td>
<td>206 Well Spring Ct. Brentwood, TN 37027</td>
</tr>
<tr>
<td>Keith Walawender</td>
<td>2028 Austin Dr. Spring Hill, TN 37174</td>
</tr>
<tr>
<td>Walter McAllin</td>
<td>2204 Belmont Blvd. Nashville, TN 37212</td>
</tr>
<tr>
<td>Nick Pontikes</td>
<td>1230 W Altgeld St. Chicago, IL 60614</td>
</tr>
<tr>
<td>Matthew Contalik</td>
<td>317 Hearthstone Mews. Alexandria, VA 22314</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: Tenzahawk Strategic Solutions
Signature of Affiant: __________________________ Title: CEO
Printed Name of Affiant: Keith Walawender Date: 08-Apr-2019

Subscribed and sworn before me this 05TH day of APRIL 2019.

My Commission expires: 05-02-22

(Witnessed or attested by) __________________________
(Seal)
CERTIFICATION OF COMPLIANCE WITH THE CITY OF JERSEY CITY CONSTRUCTOR PAY-TO-PLAY REFORM ORDINANCE 08-128 ADOPTED ON SEPTEMBER 3, 2008

PART I - Vendor Affirmation:

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that Tomahawk Strategic Solutions (name of business entity) has not made any reportable contributions in the **one-year period preceding 08-Apr-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 Tomahawk Strategic Solutions (name of business entity) will not make any reportable contributions in violation of Ordinance 08-128.

PART II - Signature and Attestation:

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

Name of Business Entity: Tomahawk Strategic Solutions

Signed __________________ Title: CEO

Print Name: Keith Walawender Date: 08-Apr-2019

Subscribed and sworn before me this **4TH** day of **APRIL**, 2019 My Commission expires: **05-02-22**

JULIANNA SMITH - Business Manager

(Point name & title of affiant) (Corporate Seal)

**Pursuant to Section 2 of Ordinance 08-128, no contributions or solicitation of contributions made prior to the effective date Ordinance 08-128 (September 23, 2008) shall be deemed to be a violation of the Ordinance.**
RESOLUTION AUTHORIZING A SECOND EXTENSION OF A CONTRACT WITH CAREPOINT HEALTH MEDICAL GROUP FOR THE PROFESSIONAL SERVICES OF PHYSICIANS TO CONDUCT MEDICAL EXAMINATIONS OF CIVILIANS AND UNIFORMED EMPLOYEES AND OF APPLICANTS FOR EMPLOYMENT, ON A MONTH-TO-MONTH BASIS NOT TO EXCEED THREE (3) MONTHS EFFECTIVE APRIL 1, 2019 FOR THE DEPT. OF HUMAN RESOURCES

COUNCIL OFFERED AND
MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, RESOLUTION 18-048, approved on January 10, 2018, authorized a professional services agreement with Carepoint Health Medical Group (Carepoint) from January 1, 2018 to December 31, 2018 in the amount of Two Hundred and Eight Thousand Nine Hundred Dollars ($208,900); and

WHEREAS, RESOLUTION 18-1126, approved on December 19, 2018, authorized the extension of a contract with Carepoint Health Medical Group from January 1, 2019 to March 31, 2019 and authorized a contract increase in the amount of Sixty Thousand Dollars ($60,000); and

WHEREAS, it is necessary to extend the contract with Carepoint on a month-to-month basis, not to exceed three (3) months effective April 1, 2019 while the bid specifications are advertised; and

WHEREAS, Carepoint has agreed to continue to provide the professional services of physicians to conduct medical examinations for the City of Jersey City (City) for up to three (3) months at the current rates; and

WHEREAS, under Section II Part F, of the contract, the City reserved the option to extend the contract on a month-to-month basis not to exceed three (3) months, in order to solicit and receive bids; and

WHEREAS, if the City completes the bidding and awards a new contract prior to the expiration of the three (3) month extension, the City has the right to terminate the extended contract; and

WHEREAS, the total costs of the three (3) month extension shall not exceed the sum of Sixty Thousand Dollars ($60,000); and

WHEREAS, funds in the amount of $10,000 are available in account No. 2019-01-201-20-116-312; and

WHEREAS, this change order increases the original contract amount by more than twenty (20) percent and N.J.A.C. 5:30-11.9 requires the adoption of a resolution authorizing all change orders in excess of twenty (20) percent.
RESOLUTION AUTHORIZING A SECOND EXTENSION OF A CONTRACT WITH CAREPOINT HEALTH MEDICAL GROUP FOR THE PROFESSIONAL SERVICES OF PHYSICIANS TO CONDUCT MEDICAL EXAMINATIONS OF CIVILIANS AND UNIFORMED EMPLOYEES AND OF APPLICANTS FOR EMPLOYMENT, ON A MONTH-TO-MONTH BASIS NOT TO EXCEED THREE (3) MONTHS EFFECTIVE APRIL 1, 2019 FOR THE DEPT. OF HUMAN RESOURCES

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

The contract with Carepoint Health Medical Group is extended effective as of April 1, 2019 on a month-to-month basis not to exceed three months;

A change order in the amount of $60,000 is hereby approved increasing the total contract amount with Carepoint Health Medical Group from $268,900 to $328,900;

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; and

Pursuant to N.J.A.C. 5:30-5.5(a), the continuation of the contract after 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.

I, Elizabeth Castillo, Acting Chief Financial Officer of the City of Jersey City, certify that there are funds available for payment of the above resolution in the amount of $10,000.00 in account No. 2019-01-201-20-116-312. PO #132526 Temporary Encumbrance.

RR/jw
4/2/19

APPROVED:    APPROVED AS TO LEGAL FORM
             Business Administrator

Certification Required ☑ Not Required □ APPROVED 7-0-1

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 4.24.19

<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>
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<tr>
<td>RIDLEY</td>
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<td>PRINZAREY</td>
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<td></td>
<td>✓</td>
<td>BOGGIANO</td>
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<td>SOLOMON</td>
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<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.

R. R. Lavizzo, 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 SECOND EXTENSION OF A CONTRACT WITH CAREPOINT HEALTH MEDICAL GROUP FOR THE PROFESSIONAL SERVICES OF PHYSICIANS TO CONDUCT MEDICAL EXAMINATIONS OF CIVILIANS AND UNIFORMED EMPLOYEES AND OF APPLICANTS FOR EMPLOYMENT, ON A MONTH-TO-MONTH BASIS NOT TO EXCEED THREE (3) MONTHS EFFECTIVE APRIL 1, 2019 FOR DEPT. OF HUMAN RESOURCES

Project Manager

<table>
<thead>
<tr>
<th>Department/Division</th>
<th>Select Department</th>
<th>Department/Division</th>
<th>Human Resources/Workforce Management</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name/Title</td>
<td>Mark A. Bunbury, Jr. Esq.</td>
<td>Name/Title</td>
<td>Director of HR.</td>
</tr>
<tr>
<td>Phone/email</td>
<td>201-687-5879, 201-547-5732</td>
<td>Phone/email</td>
<td><a href="mailto:mbunbury@janj.org">mbunbury@janj.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 authorize a second extension of a contract with Carepoint Health Medical Group for Professional Services of physicians to conduct medical examinations of civilians and uniformed employees and of applicants for employment on a month-to-month basis, not to exceed three (3) months effective April 1, 2019.

Cost (Identify all sources and amounts)  

| 2019-01-201-20-116-312 | $60,000 |

Contract term (include all proposed renewals)

Month-to-month basis effective April 1, 2019

Type of award

Professional Svs - Fair and Open

If “Other Exception”, enter type

Additional Information

I certify that all the facts presented herein are accurate.

Signature of Department Director  

Date  

4/4/19
April 1, 2019

To: Mark Bunbury, Jr.
   Director of Human Resources
   City of Jersey City
   280 Grove Street
   Jersey City, NJ 07302

Re: Professional Services Contract for Medical Services

As per your request, Carepoint Health Medical Group will continue to perform medical services for the current contract for the City of Jersey City for up the three (3) months starting April 1, 2019 ending June 30, 2019. The current rates will be extended throughout this term.

We appreciate the opportunity to be of continued service to the City of Jersey City. Please feel free to contact this office with any additional questions regarding this matter.

Sincerely,

Edward F. Boylan, M.D.
Medical Director
Carepoint Health Medical Group
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 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 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): EDWARD F. BOYLAN, MD, MEDICAL DIRECTOR
Representative's Signature: [Signature]
Name of Company: CAREPOINT HEALTH MEDICAL GROUP
Tel. No: 201-656-8700 Date: NOVEMBER 19, 2018
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.
APPENDIX A
AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability

The contractor Carepoint Health Medical Group (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 USC. 5121 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant 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, 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: EDWARD F. BOYLAN, M.D., MEDICAL DIRECTOR
Representative's Signature: 
Name of Company: CAREPOINT HEALTH MEDICAL GROUP
Tel. No: 201-656-8700 Date: NOVEMBER 19, 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 proposal.

Business Name: CAREPOINT HEALTH MEDICAL GROUP
Address: 10 EXCHANGE PLACE, 15TH FLOOR
         JERSEY CITY, NJ 07302
Telephone No: 201-656-8700
Contact Name: MELISSA CRECCO

Please check applicable category:

____ Minority Owned   ____ Minority & Woman Owned
____ Woman Owned       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 proposal.

Business Name: CAREPOINT HEALTH MEDICAL GROUP
Address: 10 EXCHANGE PLACE, 15TH FLOOR, JERSEY CITY, NJ 07302
Telephone No: 201-656-8700
Contact Name: MELISSA CRECCO

Please check applicable category:

_____ Minority Owned _____ Minority & Woman Owned

_____ Woman Owned _____ 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:

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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
CERTIFICATE OF EMPLOYEE INFORMATION REPORT
RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of 15-NOV-2017 to 15-NOV-2024.

NEW JERSEY MEDICAL AND HEALTH ASSOC., LLC
10 EXCHANGE PLACE, 15TH FLOOR
JERSEY CITY NJ 07303

FORD N. SCUDDER
State Treasurer
<table>
<thead>
<tr>
<th><strong>Taxpayer Name:</strong></th>
<th>NEW JERSEY MEDICAL AND HEALTH ASSOCIATES, LLC</th>
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<tr>
<td><strong>Trade Name:</strong></td>
<td>CAREPOINT HEALTH MEDICAL GROUP</td>
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<tr>
<td><strong>Address:</strong></td>
<td>10 EXCHANGE PLACE, 15TH FLOOR</td>
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<td><strong>Certificate Number:</strong></td>
<td>1878959</td>
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<tr>
<td><strong>Effective Date:</strong></td>
<td>June 05, 2014</td>
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<tr>
<td><strong>Date of Issuance:</strong></td>
<td>April 21, 2015</td>
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**For Office Use Only:**
20150421095022188
Resolution of the City of Jersey City, N.J.

RESOLUTION RATIFYING AND REAUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH LITE, DEPALMA, GREENBERG, LLC TO SERVE AS SPECIAL COUNSEL ON BEHALF OF THE CITY OF JERSEY CITY IN COMMERCIAL LITIGATION MATTERS

WHEREAS, the Municipal Council of the City of Jersey City approved Resolution 15-140 on February 25, 2015 authorizing a one year professional services agreement in the amount of $150,000.00 with the law firm of Lite DePalma Greenberg, LLC, 570 Broad Street, Suite 1201, Newark, NJ 07102 as Special Counsel to represent the City of Jersey City in commercial litigation matters; and

WHEREAS, Resolution 16-150 approved March 9, 2016 awarded a professional services agreement in the amount of $100,000.00 to the law firm of Lite, DePalma, Greenberg, LLC to continue to represent the City in commercial litigation matters; and

WHEREAS, Resolution 17-335 approved April 12, 2017 awarded a professional services agreement in the amount of $200,000.00 to the law firm of Lite, DePalma, Greenberg, LLC to continue to represent the City in commercial litigation matters; and

WHEREAS, Resolution 18-569 approved June 13, 2018 ratified effective April 12, 2018 the award of a professional services agreement in the amount of $30,000.00 to the law firm of Lite, DePalma, Greenberg, LLC to continue to represent the City in commercial litigation matters; and

WHEREAS, Resolution 19-212 approved March 13, 2019 amended the professional services agreement with Lite, DePalma, Greenberg, LLC to increase the contract amount by an additional $20,000.00; and

WHEREAS, N.J.S.A. 40A:11-15 limits the term of a professional services contract to twelve months; and

WHEREAS, Lite, DePalma, Greenberg, LLC has been paid $500,000.00 to date; and

WHEREAS, the City continues to need the service of Lite, DePalma, Greenberg, LLC to represent the City in commercial litigation matters and it is necessary for the City to ratify the renewal of a professional services contract with the law firm of Lite, DePalma, Greenberg, LLC for an additional twelve month period effective as of April 12, 2019; and

WHEREAS, Lite, DePalma, Greenberg, LLC agrees to perform these services at the same rate of $150.00 per hour, including expenses, for a total contract amount not to exceed $30,000.00; and

WHEREAS, Lite, DePalma, Greenberg, LLC, possesses the skills and expertise to perform these services; and

WHEREAS, this contract is made in accordance with the “fair and open process” of the Pay-to-Play Law; and

WHEREAS, Lite, DePalma, Greenberg, LLC 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 $10,000.00 are available in Account No.: 19-01-201-20-155-312; and

WHEREAS, the resolution authorizing the award and the agreement itself must be available for public inspection.
RESOLUTION RATIFYING AND REAUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH LITE, DePALMA, GREENBERG, LLC TO SERVE AS SPECIAL COUNSEL ON BEHALF OF THE CITY OF JERSEY CITY IN COMMERCIAL LITIGATION MATTERS

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

1. The contract with Lite, DePalma, Greenberg, LLC is hereby reauthorized for one year effective April 12, 2019 and the contract amount is increased by an additional $30,000.00, for a total contract amount of $530,000.00;

2. The award of this contract shall be subject to the condition that Lite, DePalma, Greenberg, LLC 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 modifications as the Corporation Counsel deems appropriate or necessary;

4. This contract is awarded without competitive bidding as a professional services contract under the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq.;

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(c)(2), 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 and 2019 fiscal year permanent budgets and in the subsequent fiscal year budget; and

7. A copy of the Certification of Compliance with the City of Jersey City’s Contractor Pay-to-Play Reform Ordinance, attached hereto, 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. PO No. __________

Elizabeth Castillo, Acting Chief Financial Officer

06/13/19

APPROVED: ____________________________
Business Administrator

APPROVED AS TO LEGAL FORM ____________________________
Corporation Counsel

Certification Required □

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 4.24.19

<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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<td>BOGGIANO</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.

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

Full Title of Ordinance/Resolution

RESOLUTION RATIFYING AND REAUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH LITE, DePALMA, GREENBERG, LLC TO SERVE AS SPECIAL COUNSEL ON BEHALF OF THE CITY OF JERSEY CITY IN COMMERCIAL LITIGATION MATTERS

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 reentering into a contract with Lite, DePalma, Greenberg, LLC to continue to represent the City of Jersey City in commercial litigation matters.

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

<table>
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<tr>
<th>Law Department Funds</th>
<th>One Year</th>
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<tr>
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<td>$30,000.00</td>
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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: 4/16/19]
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, Lite DePalma Greenberg, LLC, 570 Broad Street, Suite 1201, Newark, NJ 07102 ("Special Counsel"). The Corporation Counsel of the City of Jersey City has selected Special Counsel to serve as Outside Counsel in connection with Commercial Litigation.

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 $30,000.00.

The City will pay for actual services rendered at rates established in Requests for Qualifications or otherwise agreed to in advance. At the time of Outside Counsel’s initial engagement, Outside Counsel shall furnish the Corporation Counsel with a schedule of billing rates for partners, associates and all other timekeepers expected to bill time against the matter for review and approval prior to billing time to the City. Because of City procurement rules, the rates applicable at the inception of each specific matter must remain in effect for the duration of that matter.

Hourly rates shall include all overhead costs (see Acceptable Fees/Charges, below), none of which shall be included in disbursements.
Time must be billed in 0.1 hour increments and on a per-task basis. The time entry description must be specific, detailing the action taken and the subject matter. Absent prior consent, the City will not pay for more than ten (10) hours of time by a single timekeeper in a single day, but the Corporation Counsel may increase that number of permissible hours in matters of special urgency or where cases are in or approaching trial.

Outside Counsel shall bear in mind that invoices may be disclosed pursuant to the City's open records laws and that courts may not sustain assertions of privilege by the City. Although the City will endeavor to redact privileged information before releasing bills for public consumption, Outside Counsel shall, to the extent practicable and consistent with the need to fully inform the City of its activities and to allow the City to evaluate the reasonableness of billing narratives, avoid the inclusion of privileged matter in invoices.

B. **Invoicing Policy.**

All invoices must be submitted to the Corporation Counsel.

For litigation, advice, and non-bond transactional matters, Outside Counsel generally are expected to submit monthly invoices within thirty days of the conclusion of the billing period, absent the City's prior consent to a longer delay. All charges must reflect the work performed within the billing period or a reasonable time before the billing period. Absent good cause, as defined by the City, the City will not pay for services or expenses incurred more than 90 days prior to the date the invoice is submitted. For bond matters, Outside Counsel are expected to submit their invoice within thirty days of the conclusion of the transaction.

Absent a specific agreement to an alternative fee arrangement, Outside Counsel fees shall be computed by applying the negotiated hourly rate to the time for the services expended. Hours shown must accurately reflect the time spent on the described activity and must either be the exact amount of time or the exact time rounded down to the nearest one-tenth of an hour. Block billing—grouping multiple activities under a single time charge—will not be accepted, and the City will not pay for any time recorded in a block fashion unless this requirement is waived by the Director of the City of Law or his or her designee.

Every bill from Outside Counsel is deemed to be a certification by the firm and billing partner that all legal services and disbursements reflected on the bill are reasonable for the legal matter involved and necessary for the proper provision of legal services to the City. The City may deduct certain fees and charges that are inconsistent with this Agreement.

The City reserves the right to audit all fee and disbursement details that Outside Counsel submit, as well as the corresponding legal file. The City will promptly terminate the services of any Outside Counsel whose billing practices raise questions about the Outside Counsel's integrity, honesty or compliance with the applicable rules of professional conduct or this Agreement.
C. Invoice Format.

Each invoice will include the following minimum requirements:

- Unique invoice number
- Invoice date
- Matter name
- Outside Counsel's matter number
- Date(s) services were performed
- Timekeeper name or ID
- Timekeeper title or level
- A narrative description of the services provided or tasks performed for each specific task. The description shall clearly state the nature of the task performed sufficient to allow the City to determine why it was necessary. Incomplete or vague charge descriptions are unacceptable. Examples of incomplete or vague charges include, but are not limited to: 'analysis', 'review file', 'conference', 'attention to matter'; 'worked on discovery', 'work on file', 'prepare for meeting', 'misc.', and 'other'
- Time entry to the nearest tenth (.10) of an hour
- Timekeeper rate
- Charge total
- Detail of reimbursable expenses and disbursements at actual cost

The detailed billing report from Outside Counsel's system will provide this information. If Outside Counsel provides services on more than one matter during a billing period, a separate invoice for each matter is required.

D. Acceptable Fees/Charges.

Overhead charges may not be billed. The City will not reimburse Outside Counsel for basic support services, which the City deems to be part of Outside Counsel's overhead and built into its rates. The City will not pay for any of the following items under any circumstances:

- Billing inquiries
- Opening and closing files
- Internal filing
- Secretarial services (including overtime charges)
- Word processing or proofreading
- Maintenance of a calendar or tickler system
- Investigating potential conflicts
- Preparing budgets
- Library usage (including book purchases or subscriptions) or library staff time
- Office supplies
- Conference room charges
E. **Basic legal research may not be billed.**

Outside Counsel shall be familiar with the basic substantive law at issue in the matter for which the firm was retained, and the City shall not be charged for this type of research. If legal research benefits other clients, only the proportionate share of that cost shall be billed to the City. The City shall also benefit from previously prepared briefs and memoranda, and when such briefs or memoranda exist, will pay only for actual time spent updating or tailoring the same. All other anticipated legal research shall be addressed in Outside Counsel’s proposed budget. Legal research projects necessary in a particular litigation assignment must be approved in advance by the Corporation Counsel before the research is commenced.

The City will pay only for the actual time spent by Outside Counsel or other approved timekeeper conducting the research. As explained *infra*, fees charged by electronic or other research services, including library fees, Westlaw, Lexis and other online services are considered general overhead and are not reimbursable.

F. **Out-of-pocket costs must be itemized and passed through with no markup.**

The City will reimburse Outside Counsel for reasonable, documented and itemized out-of-pocket disbursements and costs incurred on behalf of the City, with the exceptions and limitations set forth in this Agreement. Outside Counsel’s invoices to the City shall reflect the actual cost and shall not include any markup. All disbursements must be fully itemized with a description sufficient for review, identifying the number of units, price per unit and total cost. The City may refuse to pay for disbursements billed as ‘miscellaneous,’ billed in a group (e.g., Travel Expenses - $4,000.00) or disbursements without descriptions.

G. **Prohibited disbursements.**

The City considers certain disbursements to be part of a law firm’s overhead and will not pay such charges. These items include:

- Rent (including temporary office space)
- Westlaw, Lexis and other legal database services
- Cost or usage of computers or mobile devices or internet service charges
- Equipment rental
- Storage charges
- Catering for internal meetings
- Meals (except during business travel, and then limited to $70 per day)
- Mileage for short trips (<30 miles one way)
- Travel costs exceeding discounted, non-refundable coach fares except where excess costs have been approved in advance
- Telephone charges
Facsimile charges
Allocated charges from a firm’s blanket service agreements with outside vendors

H. Copying/scanning.

Copying charges may be billed to the City at the lesser of the most favorable rate applied by Outside Counsel or five cents per page. The City will reimburse for document scanning at Outside Counsel firm’s regular rate, up to a maximum of five cents per page, for document productions, but the City will not pay time charges associated with scanning, and there shall be no charges associated with the scanning and filing of court papers and correspondence. Every effort shall be made to minimize scanning expenses by working with documents in electronic format whenever possible.

I. Couriers and Overnight Mail.

The City will reimburse for actual charges billed to Outside Counsel for deliveries (including overnight express) that are necessary in the interest of speed and reliability. Outside Counsel shall use the lowest cost service consistent with need and reliability, and to arrange schedules, whenever practicable, to avoid the need for premium-priced couriers. Outside Counsel shall use less expensive means, such as email (encrypted, when necessary) or regular mail where it is practical to do so.

J. Travel Expenses.

All air and rail travel must be first approved by the Corporation Counsel, ideally as part of the case budget. Outside Counsel shall use good judgment in selecting hotels and restaurants and incurring expenses for which the taxpayers are to be charged. Outside Counsel shall use alternatives to travel such as conference calls or videoconferences whenever practicable. If the travel involves another client, the City may be billed only for its proportionate share of both time and related expenses. Non-working travel time is not billable without the Corporation Counsel’s prior approval.

K. Reimbursement of Meals for Overnight Travel.

The City will reimburse for meals consumed while traveling overnight on City business, but limited (absent prior approval) to no more than seventy dollars ($70) per person, per day. Under no circumstances will the City reimburse costs for alcoholic beverages.
L. **Maintenance of Expense Records.**

To ensure compliance with the City's reimbursement policies, Outside Counsel shall require itemization of out-of-pocket expenses such as airline tickets, meals and hotel bills before making reimbursement to any attorney, employee or third party, and maintain original receipts. Travel and meal expenses and receipts may be audited and shall be retained by Outside Counsel in accordance with applicable IRS guidelines. Unless requested to do so by the City, Outside Counsel shall not forward copies of travel and meal expense receipts to the City with the firm's invoices.

M. **Personal Expenses Not Reimbursable.**

Please take care to distinguish between personal expenses and properly chargeable business expenses. The City will not reimburse for, among other things, recreation fees, salon or spa charges, pay-per-view movies or other personal entertainment charges, airline baggage charges, travel agency expenses, shoe shines, toiletries, dry cleaning or laundry (except in the unlikely event travel of more than seven days' duration is required), or luggage.

N. **Vendor discounts must be passed through.**

If Outside Counsel receives a discount or rebate from a vendor based on the aggregate level of business with that vendor, such discount shall be disclosed and the City shall receive the benefit on a proportionate basis. This does not include frequent-flyer miles or similar perquisites allocated to individual travelers.

**IV. 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**

Page 14 of 17
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 D. Platt
City Clerk                  Business Administrator

WITNESS:

__________________________

By:
Firm: Lite DePalma Greenberg, LLC
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: ________
EEO/AFFIRMATIVE ACTION REQUIREMENTS

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

James K. Abuan
Affirmative Action Officer, Public Agency Compliance Officer
Department of Administration
Office of Equal Opportunity/Affirmative action
280 Grove Street Room-103
Jersey City NJ 07302
Tel. #201-547-4533
Fax# 201-547-5088
E-mail Address: abuanJ@jcnj.org
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 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 conformance 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 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/agency/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

Representative's Name/Title (Paid)

Representative's Signature

Name of Company

Tel. No.: 973-623-3000

Date: 10.02.2018
APPENDIX A
AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability

The contractor and the (hereinafter "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 thereunder, 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 of this contract 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 this 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 expenses 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 enjoin 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, at its own expense, forthwith and at once forward 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 or 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 be so written that 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 the owner of any other provisions of the Agreement or otherwise at law.

Representative's Name/Title:atches
Representative's Signature:
Name of Company: Lue Del'Alma Greenberg, I.C.
Vol. No.: 27.3-623-5000
Date: 10.02.2018
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: Lite DePalma Greenberg, LLC
Address: 570 Broad Street, Suite 1201, Newark, NJ 07102
Telephone No.: 973-623-3000
Contact Name: Victor A. Afanador

Please check applicable category:

| Category                                      | Check
<table>
<thead>
<tr>
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<tbody>
<tr>
<td>Minority Owned Business (MBE)</td>
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<tr>
<td>Minority &amp; Woman Owned Business (MWBE)</td>
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<tr>
<td>Woman Owned Business (WBE)</td>
<td>XX</td>
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<tr>
<td>Neither</td>
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</table>

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 maintain 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

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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: Lite DePalma Greenberg, LLC

Address: 570 Broad Street - Suite 1201, Newark, NJ 07102

Telephone No.: 973-623-3000

Contact Name: Víctor A. Afánador

Please check applicable category:

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

___ Woman Owned Business (WBE)        XX Neither

Definitions:

Minority Business Enterprise

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

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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
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 Lite DePalma Greenberg, 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 (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: Lite DePalma Greenberg, LLC

Signed: 

Print Name: Victor A. Afanador

Title: Member of the Firm

Date: 10/02/2018

Subscribed and sworn before me this ___ day of ___, 2018.

My Commission expires: 07/24/2021

CARLA DASILVA
A Notary Public of New Jersey
My Commission Expires May 4, 2019

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

Steven Fulop for Mayor 2017
Lavatto for Councilman
Friends of Joyce Watterman
Friends of Daniel Rivera
Ridley for Council

Mia Princ-Arcy for Council
Friends of Richard Boggiano
Michael Yun 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

Name of Stock or Shareholder | Home Address
--- | ---
Joseph J. DePalma | 54 Edward Court, Basking Ridge, NJ
Bruce D. Greenberg | 62 Barchester Way, Westfield, NJ
Victor A. Afanador | 17 Cheryl Lane, Roseland, NJ

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: Joseph DePalma and Bruce Greenberg, LLC
Signature of Affiant: [Signature]
Printed Name of Affiant: Victor A. Afanador
Date: 10.02.2018

Subscribed and sworn before me the 2nd day of Oct., 2018

CARLA DA SILVA
A Notary Public of New Jersey
My Commission Expires May 4, 2019
(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

<table>
<thead>
<tr>
<th>Vendor Name:</th>
<th>Lite DePalma Greenberg, LLC</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address:</td>
<td>570 Broad Street, Suite 1201</td>
</tr>
<tr>
<td>City:</td>
<td>Newark</td>
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<tr>
<td>State:</td>
<td>NJ</td>
</tr>
<tr>
<td>Zip:</td>
<td>07102</td>
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</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]

Victor A. Afanador
Printed Name
Member of the Firm
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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<tbody>
<tr>
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☐ Check here if the information is continued on subsequent page(s)
RESOLUTION RATIFYING THE AWARD OF A PROFESSIONAL SERVICES AGREEMENT WITH BUDD LARNER, P.C. TO REPRESENT THE CITY OF JERSEY CITY, TANYA MARIONE AND MATTHEW WARD IN THE MATTER OF PEGASUS ENTERPRISES, LLC V. CITY OF JERSEY CITY, ET AL.,

WHEREAS, a complaint was filed on February 13, 2019 in Superior Court of New Jersey under Docket No. HUD-L-000625-19 by Pegasus Enterprises, LLC (Pegasus) alleging that the City of Jersey City Planning Board and the City of Jersey City (City) refused to permit Pegasus to develop its own property consistent with the provisions of the applicable redevelopment plan; and

WHEREAS, Corporation Counsel determined that it was necessary to appoint special counsel to represent the City; and

WHEREAS, Budd Lamer, PC is qualified to perform these services; and

WHEREAS, Budd Lamer, PC agreed to provide its services at an hourly rate of $150.00 per hour, including expenses, for a total contract amount not to exceed $50,000.00; 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, 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, Budd Lamer, PC submitted a Qualification Statement in response to the City’s RFQ; and

WHEREAS, the City is awarding this contract under the Fair and Open provisions of the New Jersey Local Unit Pay-to-Play Law, N.J.S.A. 19:44A-20.4 et seq.; and

WHEREAS, Budd Lamer, PC 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 $10,000.00 are available in Account No. 19-01-201-23-210-312.

WHEREAS, the resolution authorizing the award and the agreement itself must be available for public inspection.

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

1. The award of an agreement with Budd Lamer, PC to represent the City of Jersey City, Tanya Marione, and Matthew Ward is hereby ratified for one year effective March 29th, 2019, for a total contract amount of $50,000.00, including expenses;

2. The award of this contract shall be subject to the condition that Budd Lamer, PC 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 BUDD LARNER, P.C. TO REPRESENT THE CITY OF JERSEY CITY, TANYA MARIONE AND MATTHEW WARD IN THE MATTER OF PEGASUS ENTERPRISES, LLC V. CITY OF JERSEY CITY, ET AL.

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(c), 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 and in the subsequent fiscal year budget.

I, hereby certify that there are sufficient funds available in Account No.: 19-01-201-23-210-312 for payment of this resolution. P.O. No. 133398

[Signature]
Elizabeth Castillo, Acting Chief Financial Officer

APPROVED: [Signature]
Business Administrator

APPROVED AS TO LEGAL FORM: [Signature]
Corporation Counsel

[Table]

<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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<th>N.V.</th>
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<td>BOGGIANO</td>
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<td>YUN</td>
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<td>LAVARRO, PRES.</td>
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N.V. = Not Voting (Abstain)

APPROVED 8-0

[Table] indicates Vote

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

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

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

Full Title of Ordinance/Resolution

<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@jcnu.org">Pbaker@jcnu.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

Budd Larner has been retained to represent the City of Jersey City, Tanya Marione, and Matthew Ward in relation to claims raised by Pegasus Enterprises, LLC alleging that the City of Jersey City is denying Plaintiff the right to redevelop their own property.

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

| City Funds                  | One Year |
|                            |          |
| 01-201-23-210-312          |          |

Type of award Fair/Open

If “Other Exception”, enter type

Additional Information

I certify that all the facts presented herein are accurate.

Signature of Department Director  Date
Outside Counsel Agreement

This Agreement dated the ___ day of ______________, 2019 between the City of Jersey City, a municipal corporation, with offices at 280 Grove Street, Jersey City, New Jersey 07302 ("City") and, Budd Larner, 150 John F. Kennedy Parkway, Short Hills, NJ 07078-2703 ("Special Counsel"). The Corporation Counsel of the City of Jersey City has selected Special Counsel to serve as Outside Counsel in connection with Pegasus Enterprises, LLC v. the City of Jersey City, et al.;

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

I. CONFLICTS OF INTEREST

A. Initial Conflicts Check.

Outside Counsel must be sensitive both to direct conflicts of interest that representation of the City and other clients poses, and to the less direct, but nevertheless serious, conflicts that may arise from the same firm's advocacy, on behalf of other clients, of positions conflicting with important City interests. Prior to Outside Counsel's engagement, Outside Counsel shall carefully review whether any conflicts of either type exist and, if so, bring those conflicts to the attention of the Corporation Counsel. The City shall be promptly informed of and consulted with respect to all potential conflicts. Although issue conflicts may not necessarily result in a disqualification of Outside Counsel, the City shall be consulted before Outside Counsel accepts an engagement that will require the firm to advocate a position that may be adverse to a City legal interest or otherwise prejudicial to the interests of the City. The City in its sole discretion shall, after consultation with Outside Counsel, determine whether an impermissible conflict exists, or whether other circumstances exist that would undermine the public's confidence if representation by Outside Counsel continued.

Outside Counsel's acceptance of an engagement on a matter without written disclosure of any conflicts constitutes Outside Counsel's representation that it has conducted an appropriate conflict check and no conflict exists.

B. City Conflicts.

The City has a duty to protect the public interest. As part of this responsibility, the City sets policies to ensure that the legal system operates in a manner that safeguards the public's confidence in the integrity and impartiality of its administration. For this reason, in addition to
insisting that its attorneys follow the Rules of Professional Conduct, the City prohibits Outside Counsel that represent the City, while such matter is pending, from:

(1) Representing private parties before the City or any of its boards, proceedings, commissions or autonomous agencies in adversarial, transactional or non-adversarial proceedings. Outside Counsel also may not, on behalf of a private client, lobby the City or any City department.

(2) Representing private parties in any matter in which the City also is a party, if the private party has interests adverse to the City.

(3) Representing a private client with interests adverse to the City.

(4) Representing another client if that representation would present a substantial risk that Outside Counsel’s responsibilities to the City would limit its ability to provide independent advice or diligent and competent representation either to the City or the other client.

(5) Representing another client where the Outside Counsel’s knowledge of the City’s legal positions or strategy, derived from its representation or prospective representation of the City, could be used to the advantage of the other client or the disadvantage of the City.

C. Continuing Obligation.

The obligation to disclose conflicts continues throughout the course of the representation. Outside Counsel must review conflicts of interest on an ongoing basis as new matters are opened. Any new attorney/client relationships that potentially create a conflict shall be reported to the Corporation Counsel immediately.

D. Attorney-Client Privilege Group/No Representation of Other Persons/Entities Absent Approval.

Outside attorneys engaged to represent the City (as opposed to a named person) shall consider themselves to have formed an attorney-client relationship only with the City, and not any of its individual employees. When speaking with current or former employees of the City, Outside Counsel shall, as appropriate, advise those employees that although their dialogue will be considered attorney-client communications to the fullest possible extent, counsel’s responsibility is to the City and they do not represent those employees in their individual capacities. As a matter proceeds, if employees of the City will be examined under oath or interviewed in other adverse contexts, and if Outside Counsel believe it advisable for them to represent the employees in their individual capacities at such events, Outside Counsel must obtain the Corporation Counsel’s advance consent before agreeing to represent such persons in their individual capacities. The Corporation Counsel, in consultation with other City personnel, will determine if it is appropriate for the individual to receive representation and, if so, by whom.
Outside Counsel who are engaged to represent both an entity and employees of that entity simultaneously shall take all necessary steps to ensure the continuing absence of conflicts, and to preserve their ability to continue representing the entity in the event that conflicts develop between the entity and individual clients.

II. WORKING RELATIONSHIP

A. Identification of Objectives/Relationship Attorney.

The Corporation Counsel or his designee will be Outside Counsel’s principal and regular point of contact for financial and strategic decisions. Only the Corporation Counsel or his designee has authority to direct Outside Counsel in the handling of the matter. If a City employee other than the Corporation Counsel or his designee asks Outside Counsel to proceed in a certain fashion or to perform certain activities with respect to a specific legal matter, Outside Counsel shall report the request to the Corporation Counsel and obtain direction prior to proceeding.

Outside counsel shall designate an Attorney to be the Corporation Counsel’s principal contact. In all matters, the City remains ultimately responsible for making all substantive decisions and determining the costs and benefits of contemplated legal activity. In many matters, City attorneys will act as full co-counsel and be engaged with Outside Counsel in the day-to-day conduct of the case. In matters where Outside Counsel is handling that day-to-day conduct without City personnel as co-counsel, the City shall be consulted on a regular basis throughout the course of Outside Counsel’s engagement and to be kept fully informed of the current status and proposed course of the matters assigned to Outside Counsel’s firm. All strategic, tactical, staffing (including any proposed staffing changes) and significant resource allocation decisions about City legal matters must be made in collaboration with the Corporation Counsel.

B. Early Case Assessment/Cost Assessment.

Each complex matter is to be thoroughly evaluated at its outset. The same applies to actions in which the City is the plaintiff, except that the analysis will be performed before the case is filed. In any matter, Outside Counsel shall provide an early case assessment that includes analysis of (1) likely costs to the City from the process, (2) possible outcomes, indicating the likelihood of each, and (3) strategy and tactics for termination or resolution. The format of the early case assessment may vary from a formal written document to a verbal briefing or a combination of a written budget with a verbal briefing on other aspects of the case.

Please note that time spent preparing a budget is not billable, but counsel may bill for time spent preparing an early case assessment or a recommended discovery plan.
The City places significant reliance on cost estimates and Outside Counsel shall prepare them with care. Although the City understands that unanticipated events may have an impact on costs, the City shall be consulted promptly if Outside Counsel believes that the most recent cost estimate provided is no longer accurate. Should total fees or costs exceed the agreed budget, or should fees or costs for a phase of the case exceed the agreed estimate for that phase, without adequate explanation in advance that the increased expense will be necessary, the City may require that an increased discount be applied to unanticipated fees or costs and reserves the right not to pay Outside Counsel for any amounts incurred or expended in excess of the approved budget or estimate.

For bond matters and other transactional engagements, counsel may be expected to provide a fee cap for the transaction, approved by the City, prior to commencing work. Only where a transaction materially changes in scope will the City consider revisions to an agreed fee cap. No payments above the agreed fee cap shall be made unless and until a revised fee cap has been approved in writing by the Director of the City or his/her designee.

C. Staffing.

Unless otherwise agreed, the senior attorney retained shall be directly and ultimately responsible for the entire assignment. The day-to-day involvement of that senior attorney, however, shall be appropriate to the magnitude of the matter and the efficiency required for a timely, cost effective, quality work product. When a senior attorney can handle an assignment most efficiently (based on skill and experience), that senior attorney shall complete the assignment.

The City shall be billed for only one attorney to attend events such as depositions, witness meetings, settlement conferences, negotiations and meetings with other parties’ counsel. The City recognizes that in more complex matters and those with multiple work-streams, it may occasionally be appropriate for multiple attorneys to attend significant events and for members of the team to consult with each other. The City insists, however, that no more than the minimum number of attorneys necessary to an event attend, that billable internal conferences and charges for drafting and reading internal email correspondence occur only when absolutely required, and that the Corporation Counsel be regularly informed both of the number of attorneys who will attend significant events and the reason for the attendance of each billing timekeeper.

The City believes that it is most efficient for a single attorney or group of attorneys to handle a matter from beginning to end and Outside Counsel shall strive for such continuity. The City will not pay for learning time that may result from staffing changes at Outside Counsel’s firm. In addition, the City will not reimburse Outside Counsel for any routine training or supervisory time, including time spent at seminars, unless specifically approved in advance and included as part of the budget. The City will not ordinarily pay for summer associate time unless such time has been identified as part of the approved staffing plan for appropriate work. The City will not pay for time submitted by librarians; secretaries; billing, filing, docketing or document clerks; internal messengers/couriers; temporary or clerical support staff; word processors; and IT
professionals other than electronic discovery specialists serving a function similar to that of paralegals/case managers. The City also will not pay for time billed by attorneys or paralegals to perform tasks (filing, indexing, etc.) that could and should have been handled by support personnel.

D. Settlement.

Outside Counsel shall have no settlement authority unless and until such authority is explicitly conferred on them by the Corporation Counsel. If Outside Counsel believes that settlement should be pursued, Outside Counsel must seek instructions in this regard from the Corporation Counsel, and not pursue formal or informal settlement discussions without the Corporation Counsel's approval. Outside Counsel shall immediately inform the Corporation Counsel of any settlement proposal or overture, formal or informal, by the opposing party or counsel. Please note that under no circumstances can the City agree to designate a settlement agreement as confidential. All City settlement records are, by definition, public documents.

E. Media Relations/Law Firm Advertising.

The City does not authorize outside counsel or vendors to comment publicly in any manner on any aspect of the City's legal matters. All media inquiries relating to the City shall be referred promptly to the Corporation Counsel and discussed with the Corporation Counsel before responding to the media contact in any manner. This includes even "no comment" or other non-substantive responses. If time is of the essence and Outside Counsel cannot reach the Corporation Counsel, the Press Secretary in the Office of the Mayor shall be contacted.

The City does not permit Outside Counsel to advertise or promote their relationship with the City, other than by listing the City as a representative client.

F. Engagement of E-Discovery and Other Vendors, Including Experts.

Before engaging any vendor, including electronic discovery firms and experts, lobbyists or other consultants (in each case, a "vendor"), Outside Counsel must pre-clear that engagement with the Corporation Counsel, unless the Corporation Counsel has explicitly granted exceptions to this preclearance requirement. The City will not be responsible for vendor fees or costs unless that vendor's engagement was pre-approved by the City. The City may require Outside Counsel to engage vendors with which the City has master contracts or preferred pricing arrangements, and always will insist on engagement of the lowest-cost vendor qualified to handle a task (understanding that complex tasks may require vendors with specialized expertise).

Outside Counsel will pay all third-party service providers directly and will bill the City for those services' detailed disbursements included in monthly invoices. This City will not accept separate invoices from service providers directly to the City for payment.
Outside Counsel has the responsibility to ensure that there are no conflicts between any vendor and the City. In addition, all vendors must execute the confidentiality agreement attached as Appendix A. The fee and disbursement policies as outlined in this Agreement shall be made available to, and followed by vendors. It is Outside Counsel’s responsibility to confirm that all third party billings comply with this Agreement.

Vendor payment arrangements shall be discussed in advance with the Corporation Counsel. In general, Outside Counsel shall contract with vendors themselves and pay the third party invoices directly, incorporating those invoices into their own bills to the City and including appropriate detail for reasonable review by City personnel. The City may request Outside Counsel to provide full copies of vendor invoices; Outside Counsel therefore shall retain those invoices in accordance with IRS guidelines. The Corporation Counsel may approve other payment arrangements, including (in rare cases) direct contracting with and payment by the City.

When engaging court reporting services, Outside Counsel shall request only one transcript (electronic or hard copy). The City will not reimburse charges for additional transcripts.

G. Adherence to Ethical Standards.

The City conducts itself in accordance with the highest ethical standards and expects the same of its Outside Counsel. No City employee ever has authority to instruct Outside Counsel to act in an unethical manner. If Outside Counsel believes that a City employee has engaged or will engage in illegal or unethical activity, Outside Counsel must immediately advise the Corporation Counsel. The City will terminate its relationship with any Outside Counsel who, in the City’s sole discretion, fails to adhere to the foregoing ethical standards.

At all times, Outside Counsel will remain aware of and in compliance with each of the City’s “Pay-to-Play” ordinances and any amendments thereto.

H. Grauities.

City officers and employees are prohibited from accepting any gift, favor, service or other thing of value related in any way to the City officer’s or employee’s public duties. In addition, any vendor to the City is prohibited from offering a gift or other thing of value to a City officer or employee with which the vendor transacts business or offers to transact business. Any City officer or employee is prohibited from soliciting a gift or thing of value from a City vendor. This includes charitable donations made in the name of a City employee.

The City reserves the right to amend this Agreement from time to time, providing written notification to Outside Counsel within thirty (30) days of the effective date of any substantive changes. Failure to accept amendments may result in the termination of services from the City.
I. **Malpractice Insurance.**

Outside Counsel representing the City shall maintain malpractice insurance coverage that is reasonable and prudent in relation to the types and sizes of matters handled. Outside Counsel shall, upon request, promptly provide the Corporation Counsel with copies of any applicable policies required under this section, and/or a certificate of insurance. Each policy provided must be certified by the agent or underwriter to be a true copy. If Outside Counsel does not have coverage or if coverage is cancelled and not immediately replaced with comparable coverage, Outside Counsel must immediately report this to the Corporation Counsel.

J. **File Retention.**

For Litigated Matters: Outside Counsel shall retain pleadings, correspondence, discovery materials, deposition transcripts and similar documents and work product for a period of no less than seven (7) years from the date the matter is concluded or for the time period specified by rule or law in the jurisdiction in which the matter was pending, whichever is longer. Beyond this period, Outside Counsel shall notify the City in writing no less than sixty (60) days prior to destroying any file. Along with the written notification, Outside Counsel shall submit an inventory of any original City documents contained in the file to be destroyed and a representation that any electronic version of the file will also be destroyed or deleted.

For Bond and Other Transactions, and Advice Matters: Documents shall be retained in accordance with the same policies applicable to litigated matters unless applicable law mandates any longer retention schedule. However, bond counsel and transactional/advice counsel shall retain all transcripts of transactions and memoranda of advice indefinitely unless otherwise directed by the Corporation Counsel.

III. **Billing**

A. **Rates.**

Outside Counsel shall be compensated at the rate of $150.00 per hour, including expenses. The total amount of this agreement shall not exceed $50,000.00.

The City will pay for actual services rendered at rates established in Requests for Qualifications or otherwise agreed to in advance. At the time of Outside Counsel’s initial engagement, Outside Counsel shall furnish the Corporation Counsel with a schedule of billing rates for partners, associates and all other timekeepers expected to bill time against the matter for review and approval prior to billing time to the City. Because of City procurement rules, the rates applicable at the inception of each specific matter must remain in effect for the duration of that matter.
Hourly rates shall include all overhead costs (see Acceptable Fees/Charges, below), none of which shall be included in disbursements.

Time must be billed in 0.1 hour increments and on a per-task basis. The time entry description must be specific, detailing the action taken and the subject matter. Absent prior consent, the City will not pay for more than ten (10) hours of time by a single timekeeper in a single day, but the Corporation Counsel may increase that number of permissible hours in matters of special urgency or where cases are in or approaching trial.

Outside Counsel shall bear in mind that invoices may be disclosed pursuant to the City’s open records laws and that courts may not sustain assertions of privilege by the City. Although the City will endeavor to redact privileged information before releasing bills for public consumption, Outside Counsel shall, to the extent practicable and consistent with the need to fully inform the City of its activities and to allow the City to evaluate the reasonableness of billing narratives, avoid the inclusion of privileged matter in invoices.

B. Invoicing Policy.

All invoices must be submitted to the Corporation Counsel.

For litigation, advice, and non-bond transactional matters, Outside Counsel generally are expected to submit monthly invoices within thirty days of the conclusion of the billing period, absent the City’s prior consent to a longer delay. All charges must reflect the work performed within the billing period or a reasonable time before the billing period. Absent good cause, as defined by the City, the City will not pay for services or expenses incurred more than 90 days prior to the date the invoice is submitted. For bond matters, Outside Counsel are expected to submit their invoice within thirty days of the conclusion of the transaction.

Absent a specific agreement to an alternative fee arrangement, Outside Counsel fees shall be computed by applying the negotiated hourly rate to the time for the services expended. Hours shown must accurately reflect the time spent on the described activity and must either be the exact amount of time or the exact time rounded down to the nearest one-tenth of an hour. Block billing—grouping multiple activities under a single time charge—will not be accepted, and the City will not pay for any time recorded in a block fashion unless this requirement is waived by the Director of the City of Law or his or her designee.

Every bill from Outside Counsel is deemed to be a certification by the firm and billing partner that all legal services and disbursements reflected on the bill are reasonable for the legal matter involved and necessary for the proper provision of legal services to the City. The City may deduct certain fees and charges that are inconsistent with this Agreement.

The City reserves the right to audit all fee and disbursement details that Outside Counsel submit, as well as the corresponding legal file. The City will promptly terminate the services of any
Outside Counsel whose billing practices raise questions about the Outside Counsel's integrity, honesty or compliance with the applicable rules of professional conduct or this Agreement.

C. **Invoice Format.**

Each invoice will include the following minimum requirements:

- Unique invoice number
- Invoice date
- Matter name
- Outside Counsel's matter number
- Date(s) services were performed
- Timekeeper name or ID
- Timekeeper title or level
- A narrative description of the services provided or tasks performed for each specific task. The description shall clearly state the nature of the task performed sufficient to allow the City to determine why it was necessary. Incomplete or vague charge descriptions are unacceptable. Examples of incomplete or vague charges include, but are not limited to: 'analysis', 'review file', 'conference', 'attention to matter'; 'worked on discovery', 'work on file', 'prepare for meeting', 'misc.', and 'other'
- Time entry to the nearest tenth (.10) of an hour
- Timekeeper rate
- Charge total
- Detail of reimbursable expenses and disbursements at actual cost

The detailed billing report from Outside Counsel's system will provide this information. If Outside Counsel provides services on more than one matter during a billing period, a separate invoice for each matter is required.

D. **Acceptable Fees/Charges.**

**Overhead charges may not be billed.** The City will not reimburse Outside Counsel for basic support services, which the City deems to be part of Outside Counsel's overhead and built into its rates. The City will not pay for any of the following items under any circumstances:

- Billing inquiries
- Opening and closing files
- Internal filing
- Secretarial services (including overtime charges)
- Word processing or proofreading
- Maintenance of a calendar or tickler system
- Investigating potential conflicts
- Preparing budgets
• Library usage (including book purchases or subscriptions) or library staff time
• Office supplies
• Conference room charges

E. Basic legal research may not be billed.

Outside Counsel shall be familiar with the basic substantive law at issue in the matter for which the firm was retained, and the City shall not be charged for this type of research. If legal research benefits other clients, only the proportionate share of that cost shall be billed to the City. The City shall also benefit from previously prepared briefs and memoranda, and when such briefs or memoranda exist, will pay only for actual time spent updating or tailoring the same. All other anticipated legal research shall be addressed in Outside Counsel’s proposed budget. Legal research projects necessary in a particular litigation assignment must be approved in advance by the Corporation Counsel before the research is commenced.

The City will pay only for the actual time spent by Outside Counsel or other approved timekeeper conducting the research. As explained infra, fees charged by electronic or other research services, including library fees, Westlaw, Lexis and other online services are considered general overhead and are not reimbursable.

F. Out-of-pocket costs must be itemized and passed through with no markup.

The City will reimburse Outside Counsel for reasonable, documented and itemized out-of-pocket disbursements and costs incurred on behalf of the City, with the exceptions and limitations set forth in this Agreement. Outside Counsel’s invoices to the City shall reflect the actual cost and shall not include any markup. All disbursements must be fully itemized with a description sufficient for review, identifying the number of units, price per unit and total cost. The City may refuse to pay for disbursements billed as ‘miscellaneous,’ billed in a group (e.g., Travel Expenses - $4,000.00) or disbursements without descriptions.

G. Prohibited disbursements.

The City considers certain disbursements to be part of a law firm’s overhead and will not pay such charges. These items include:

• Rent (including temporary office space)
• Westlaw, Lexis and other legal database services
• Cost or usage of computers or mobile devices or internet service charges
• Equipment rental
• Storage charges
• Catering for internal meetings
• Meals (except during business travel, and then limited to $70 per day)
• Mileage for short trips (<30 miles one way)
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.

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WITNESS:

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By:  
Firm: *Budd Larner*
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: ________
EEO/AFFIRMATIVE ACTION REQUIREMENTS

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

Jeena F. Abuga
Affirmative Action Officer, Public Agency Compliance Officer
Department of Administration
Office of Equal Opportunity/Affirmative Action
280 Grove Street Room-103
Jersey City NJ 07302
Tel. #201-547-4533
Fax# 201-547-5088
E-mail Address: abugaj@jcj.org
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For Office Use Only:
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STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE
CERTIFICATE OF EMPLOYEE INFORMATION REPORT

RENEWAL

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

BUDD LARNER, PC
150 JOHN F. KENNEDY PARKWAY
SHORT HILLS NJ 07078

FORD M. SCUDDER
State Treasurer
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 purpose 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):

[Signature]

Name of Company: [Company Name]

Tel. No.: [Phone Number]  Date: [Date]

 מספיק
CERTIFICATE OF EMPLOYEE INFORMATION REPORT

RENEWAL

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

BUDD LARNER, PC
150 JOHN F. KENNEDY PARKWAY
SHORT HILLS NJ 07078

FORD M. SCUDDER
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 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.

[Signatures]

Representative's Name/Title/Date

Representative's Signature

Company Name/Date

Recipient Name/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: Budd Lawler, PC

Address: 150 Jai Road, Short Hills NJ 07078

Telephone No.: 973-375-4515

Contact Name: Mitchell Rat

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 origins 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: Build Lamore

Address: 150 Jackson St, Short Hills, N.J. 07078

Telephone No.: 973-375-4515

Contact Name: Mitchell Mat

Please check applicable category:

1. Minority Owned Business (MBE)
2. Minority & Woman Owned Business (MWBE)
3. Woman Owned Business (WBE)
4. 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
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: | Budd, Lerner, PC |
| Address: | 150 Fax Parkway |
| City: | Short Hills |
| State: | NJ |
| Zip: | 07078 |

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: Mitchell Part
Printed Name: Standifer & Co
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>
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☐ Check here if the information is continued on subsequent page(s)
Continuation Page

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM
Required Pursuant To N.J.S.A. 19:44A-20.26

Page ___ of ______

Vendor Name:

<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)
BUSINESS ENTITY DISCLOSURE CERTIFICATION
FOR NON-FIAT 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), (q) and (r).

<table>
<thead>
<tr>
<th>Name of Business Entity</th>
<th>Name of Applicant</th>
</tr>
</thead>
<tbody>
<tr>
<td>Steven Pullop 2021</td>
<td>Mira Prinz-Arey for Council</td>
</tr>
<tr>
<td>Lavarro for Councilman</td>
<td>Friends of Richard Boggiolo</td>
</tr>
<tr>
<td>Friends of Joyce Watterman</td>
<td>Michael Yun for Council</td>
</tr>
<tr>
<td>Friends of Daniel Rivera</td>
<td>Solomon for Council 2021</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></td>
<td>H.A.</td>
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</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: BUILD LAVAR
Signature of Affiliate: LINDA KUBRYN
Printed Name of Affiliate: Michael Pfitz
Title: Chief Financial Officer

Date: 4/15/19

Subscribed and sworn before me this 12th day of April, 2019
(LINDA F. KOBRYN)
(Witnessed or attested by)

My Commission expires:
LINDA F. KOBRYN
A Notary Public of New Jersey
My Commission Expires August 17, 2021
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 Budd Law office (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: Budd Law office

Signed: [Signature] Title: [Position]

Print Name: [Print Name] Date: [Date]

Subscribed and sworn before me this 12 day of [Month], 2019

My Commission expires:

LINDA F. KOBRYN
A Notary Public of New Jersey
My Commission Expires August 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.
RESOLUTION RATIFYING THE RENEWAL OF A PROFESSIONAL SERVICES AGREEMENT WITH PENNINGTON LAW GROUP TO REPRESENT POLICE OFFICER MORTON OTUNDO IN THE MATTER OF SAMY FARAGALLA V. CITY OF JERSEY CITY, ET AL.

WHEREAS, the Municipal Council of the City of Jersey City ("City") adopted Resolution no. 18-452 on May 9, 2018, ratifying and authorizing a professional services agreement effective April 2, 2018 with Pennington Law Group for a total contract amount not to exceed $50,000.00 to represent Police Officer Morton Otundo who was named in a complaint filed by Samy Faragalla in U.S. District Court on May 19, 2017 alleging the use of excessive force and a violation of his civil rights; and

WHEREAS, the City awarded the contract to Pennington Law Group under the "fair and open process" of the Pay-to-Play Law, N.J.S.A. 19:44A-20.4 et seq.; 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 for the City to ratify the renewal of its professional services contract with Pennington Law Group for an additional twelve month period effective April 2, 2019; and

WHEREAS, because all the contract funds were expended it is necessary to amend the contract to increase the contract amount by an additional $50,000.00 at the same rate of $150.00 per hour including expenses; and

WHEREAS, a temporary encumbrance in the amount of $10,000.00 is available in Account No. 19-01-201-23-210-312.

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

WHEREAS, the resolution authorizing the award and the agreement itself must be available for public inspection.

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

1. The award of a contract with Pennington Law Group to represent Police Officer Morton Otundo in the Samy Faragalla litigation is hereby ratified for one year effective April 2, 2019, and the contract is increased by an additional $50,000.00 for a total contract amount of $100,000.00, including expenses;

2. The award of this contract shall be subject to the condition that Pennington Law Group provides satisfactory evidence of compliance with the Affirmative Action Amendments to the Law against Discrimination, N.J.S.A. 10:5-31 et seq.;

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;
RESOLUTION RATIFYING THE RENEWAL OF A PROFESSIONAL SERVICES AGREEMENT WITH PENNINGTON LAW GROUP TO REPRESENT POLICE OFFICER MORTON OTUNDO IN THE MATTER OF SAMY FARAGALLA V. CITY OF JERSEY CITY, ET AL.

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(c), 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 and in the subsequent fiscal year budget.

I, hereby certify that there are sufficient funds available in Account No.: 19-01-201-23-210-312 for payment of this resolution. P.O. No. 133148

[Signature]
Elizabeth Castillo, Acting Chief Financial Officer

[Signature]
Business Administrator

[Signature]
Corporation Counsel

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 4.24.19

<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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<tr>
<td>RIDLEY</td>
<td>✓</td>
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<td>PRINZ-AREY</td>
<td>✓</td>
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<td></td>
<td>BOGGIANO</td>
<td>✓</td>
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<tr>
<td>PRINZ-AREY</td>
<td>✓</td>
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<td>SOLOMON</td>
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<td>RIVERA</td>
<td>✓</td>
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<tr>
<td>BOGGIANO</td>
<td>✓</td>
<td></td>
<td></td>
<td>WATTERMAN</td>
<td>✓</td>
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<td></td>
<td>LAVARRO, PRES.</td>
<td>✓</td>
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<td>✓ Indicates Vote</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.

[Signature]
Raulino R. Lavarrro, Jr., President of Council

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

Full Title of Ordinance/Resolution

<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

It was necessary to hire outside counsel to represent Police Officer Morton Otundo who was named in a complaint filed in the US District Court by Samy Faragalla alleging excessive force and violation of civil rights.

Cost (Identify all sources and amounts)  

<table>
<thead>
<tr>
<th>Insurance Fund Commission.</th>
</tr>
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<tbody>
<tr>
<td>19-01-201-23-210-312</td>
</tr>
<tr>
<td>$50,000.00</td>
</tr>
</tbody>
</table>

Contract term (include all proposed renewals)

| One Year |

Type of award  

| Fair/Open |

If “Other Exception”, enter type

Additional Information

I certify that all the facts presented herein are accurate.

Signature of Department Director  

Date  

4/16/19
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 Pennington Law Group, located at 76 South Orange Avenue, Suite 213, South Orange, New Jersey 07079, ("Special Counsel"). The Corporation Counsel of the City of Jersey City has selected Special Counsel to serve as Outside Counsel in connection with the matter of Samy Faragalla v. City of Jersey City et al.

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

I. CONFLICTS OF INTEREST

A. Initial Conflicts Check.

Outside Counsel must be sensitive both to direct conflicts of interest that representation of the City and other clients poses, and to the less direct, but nevertheless serious, conflicts that may arise from the same firm’s advocacy, on behalf of other clients, of positions conflicting with important City interests. Prior to Outside Counsel’s engagement, Outside Counsel shall carefully review whether any conflicts of either type exist and, if so, bring those conflicts to the attention of the Corporation Counsel. The City shall be promptly informed of and consulted with respect to all potential conflicts. Although issue conflicts may not necessarily result in a disqualification of Outside Counsel, the City shall be consulted before Outside Counsel accepts an engagement that will require the firm to advocate a position that may be adverse to a City legal interest or otherwise prejudicial to the interests of the City. The City in its sole discretion shall, after consultation with Outside Counsel, determine whether an impermissible conflict exists, or whether other circumstances exist that would undermine the public’s confidence if representation by Outside Counsel continued.

Outside Counsel’s acceptance of an engagement on a matter without written disclosure of any conflicts constitutes Outside Counsel’s representation that it has conducted an appropriate conflict check and no conflict exists.

B. City Conflicts.

The City has a duty to protect the public interest. As part of this responsibility, the City sets policies to ensure that the legal system operates in a manner that safeguards the public’s confidence in the integrity and impartiality of its administration. For this reason, in addition to
insisting that its attorneys follow the Rules of Professional Conduct, the City prohibits Outside Counsel that represent the City, while such matter is pending, from:

(1) Representing private parties before the City or any of its boards, proceedings, commissions or autonomous agencies in adversarial, transactional or non-adversarial proceedings. Outside Counsel also may not, on behalf of a private client, lobby the City or any City department.

(2) Representing private parties in any matter in which the City also is a party, if the private party has interests adverse to the City.

(3) Representing a private client with interests adverse to the City.

(4) Representing another client if that representation would present a substantial risk that Outside Counsel’s responsibilities to the City would limit its ability to provide independent advice or diligent and competent representation either to the City or the other client.

(5) Representing another client where the Outside Counsel’s knowledge of the City’s legal positions or strategy, derived from its representation or prospective representation of the City, could be used to the advantage of the other client or the disadvantage of the City.

C. Continuing Obligation.

The obligation to disclose conflicts continues throughout the course of the representation. Outside Counsel must review conflicts of interest on an ongoing basis as new matters are opened. Any new attorney/client relationships that potentially create a conflict shall be reported to the Corporation Counsel immediately.

D. Attorney-Client Privilege Group/No Representation of Other Persons/entities Absent Approval.

Outside attorneys engaged to represent the City (as opposed to a named person) shall consider themselves to have formed an attorney-client relationship only with the City, and not any of its individual employees. When speaking with current or former employees of the City, Outside Counsel shall, as appropriate, advise those employees that although their dialogue will be considered attorney-client communications to the fullest possible extent, counsel’s responsibility is to the City and they do not represent those employees in their individual capacities. As a matter proceeds, if employees of the City will be examined under oath or interviewed in other adverse contexts, and if Outside Counsel believe it advisable for them to represent the employees in their individual capacities at such events, Outside Counsel must obtain the Corporation Counsel’s advance consent before agreeing to represent such persons in their individual capacities. The Corporation Counsel, in consultation with other City personnel, will determine if it is appropriate for the individual to receive representation and, if so, by whom.
Outside Counsel who are engaged to represent both an entity and employees of that entity simultaneously shall take all necessary steps to ensure the continuing absence of conflicts, and to preserve their ability to continue representing the entity in the event that conflicts develop between the entity and individual clients.

II. WORKING RELATIONSHIP

A. Identification of Objectives/Relationship Attorney.

The Corporation Counsel or his designee will be Outside Counsel’s principal and regular point of contact for financial and strategic decisions. Only the Corporation Counsel or his designee has authority to direct Outside Counsel in the handling of the matter. If a City employee other than the Corporation Counsel or his designee asks Outside Counsel to proceed in a certain fashion or to perform certain activities with respect to a specific legal matter, Outside Counsel shall report the request to the Corporation Counsel and obtain direction prior to proceeding.

Outside counsel shall designate an Attorney to be the Corporation Counsel’s principal contact. In all matters, the City remains ultimately responsible for making all substantive decisions and determining the costs and benefits of contemplated legal activity. In many matters, City attorneys will act as full co-counsel and be engaged with Outside Counsel in the day-to-day conduct of the case. In matters where Outside Counsel is handling that day-to-day conduct without City personnel as co-counsel, the City shall be consulted on a regular basis throughout the course of Outside Counsel’s engagement and to be kept fully informed of the current status and proposed course of the matters assigned to Outside Counsel’s firm. All strategic, tactical, staffing (including any proposed staffing changes) and significant resource allocation decisions about City legal matters must be made in collaboration with the Corporation Counsel.

B. Early Case Assessment/Cost Assessment.

Each complex matter is to be thoroughly evaluated at its outset. The same applies to actions in which the City is the plaintiff, except that the analysis will be performed before the case is filed. In any matter, Outside Counsel shall provide an early case assessment that includes analysis of (1) likely costs to the City from the process, (2) possible outcomes, indicating the likelihood of each, and (3) strategy and tactics for termination or resolution. The format of the early case assessment may vary from a formal written document to a verbal briefing or a combination of a written budget with a verbal briefing on other aspects of the case.

Please note that time spent preparing a budget is not billable, but counsel may bill for time spent preparing an early case assessment or a recommended discovery plan.
The City places significant reliance on cost estimates and Outside Counsel shall prepare them with care. Although the City understands that unanticipated events may have an impact on costs, the City shall be consulted promptly if Outside Counsel believes that the most recent cost estimate provided is no longer accurate. Should total fees or costs exceed the agreed budget, or should fees or costs for a phase of the case exceed the agreed estimate for that phase, without adequate explanation in advance that the increased expense will be necessary, the City may require that an increased discount be applied to unanticipated fees or costs and reserves the right not to pay Outside Counsel for any amounts incurred or expended in excess of the approved budget or estimate.

For bond matters and other transactional engagements, counsel may be expected to provide a fee cap for the transaction, approved by the City, prior to commencing work. Only where a transaction materially changes in scope will the City consider revisions to an agreed fee cap. No payments above the agreed fee cap shall be made unless and until a revised fee cap has been approved in writing by the Director of the City or his/her designee.

C. Staffing.

Unless otherwise agreed, the senior attorney retained shall be directly and ultimately responsible for the entire assignment. The day-to-day involvement of that senior attorney, however, shall be appropriate to the magnitude of the matter and the efficiency required for a timely, cost effective, quality work product. When a senior attorney can handle an assignment most efficiently (based on skill and experience), that senior attorney shall complete the assignment.

The City shall be billed for only one attorney to attend events such as depositions, witness meetings, settlement conferences, negotiations and meetings with other parties' counsel. The City recognizes that in more complex matters and those with multiple work-streams, it may occasionally be appropriate for multiple attorneys to attend significant events and for members of the team to consult with each other. The City insists, however, that no more than the minimum number of attorneys necessary to an event attend, that billable internal conferences and charges for drafting and reading internal email correspondence occur only when absolutely required, and that the Corporation Counsel be regularly informed both of the number of attorneys who will attend significant events and the reason for the attendance of each billing timekeeper.

The City believes that it is most efficient for a single attorney or group of attorneys to handle a matter from beginning to end and Outside Counsel shall strive for such continuity. The City will not pay for learning time that may result from staffing changes at Outside Counsel's firm. In addition, the City will not reimburse Outside Counsel for any routine training or supervisory time, including time spent at seminars, unless specifically approved in advance and included as part of the budget. The City will not ordinarily pay for summer associate time unless such time has been identified as part of the approved staffing plan for appropriate work. The City will not pay for time submitted by librarians; secretaries; billing, filing, docketing or document clerks; internal messengers/couriers; temporary or clerical support staff; word processors; and IT
professionals other than electronic discovery specialists serving a function similar to that of paralegals/case managers. The City also will not pay for time billed by attorneys or paralegals to perform tasks (filing, indexing, etc.) that could and should have been handled by support personnel.

D. Settlement.

Outside Counsel shall have no settlement authority unless and until such authority is explicitly conferred on them by the Corporation Counsel. If Outside Counsel believes that settlement should be pursued, Outside Counsel must seek instructions in this regard from the Corporation Counsel, and not pursue formal or informal settlement discussions without the Corporation Counsel’s approval. Outside Counsel shall immediately inform the Corporation Counsel of any settlement proposal or overture, formal or informal, by the opposing party or counsel. Please note that under no circumstances can the City agree to designate a settlement agreement as confidential. All City settlement records are, by definition, public documents.

E. Media Relations/Law Firm Advertising.

The City does not authorize outside counsel or vendors to comment publicly in any manner on any aspect of the City’s legal matters. All media inquiries relating to the City shall be referred promptly to the Corporation Counsel and discussed with the Corporation Counsel before responding to the media contact in any manner. This includes even “no comment” or other non-substantive responses. If time is of the essence and Outside Counsel cannot reach the Corporation Counsel, the Press Secretary in the Office of the Mayor shall be contacted.

The City does not permit Outside Counsel to advertise or promote their relationship with the City, other than by listing the City as a representative client.

F. Engagement of E-Discovery and Other Vendors, Including Experts.

Before engaging any vendor, including electronic discovery firms and experts, lobbyists or other consultants (in each case, a “vendor”), Outside Counsel must pre-clear that engagement with the Corporation Counsel, unless the Corporation Counsel has explicitly granted exceptions to this preclearance requirement. The City will not be responsible for vendor fees or costs unless that vendor’s engagement was pre-approved by the City. The City may require Outside Counsel to engage vendors with which the City has master contracts or preferred pricing arrangements, and always will insist on engagement of the lowest-cost vendor qualified to handle a task (understanding that complex tasks may require vendors with specialized expertise).

Outside Counsel will pay all third-party service providers directly and will bill the City for those services’ detailed disbursements included in monthly invoices. This City will not accept separate invoices from service providers directly to the City for payment.
Outside Counsel has the responsibility to ensure that there are no conflicts between any vendor and the City. In addition, all vendors must execute the confidentiality agreement attached as Appendix A. The fee and disbursement policies as outlined in this Agreement shall be made available to, and followed by vendors. It is Outside Counsel’s responsibility to confirm that all third party billings comply with this Agreement.

Vendor payment arrangements shall be discussed in advance with the Corporation Counsel. In general, Outside Counsel shall contract with vendors themselves and pay the third party invoices directly, incorporating those invoices into their own bills to the City and including appropriate detail for reasonable review by City personnel. The City may request Outside Counsel to provide full copies of vendor invoices; Outside Counsel therefore shall retain those invoices in accordance with IRS guidelines. The Corporation Counsel may approve other payment arrangements, including (in rare cases) direct contracting with and payment by the City.

When engaging court reporting services, Outside Counsel shall request only one transcript (electronic or hard copy). The City will not reimburse charges for additional transcripts.

G. Adherence to Ethical Standards.

The City conducts itself in accordance with the highest ethical standards and expects the same of its Outside Counsel. No City employee ever has authority to instruct Outside Counsel to act in an unethical manner. If Outside Counsel believes that a City employee has engaged or will engage in illegal or unethical activity, Outside Counsel must immediately advise the Corporation Counsel. The City will terminate its relationship with any Outside Counsel who, in the City’s sole discretion, fails to adhere to the foregoing ethical standards.

At all times, Outside Counsel will remain aware of and in compliance with each of the City’s “Pay-to-Play” ordinances and any amendments thereto.

H. Gratuities.

City officers and employees are prohibited from accepting any gift, favor, service or other thing of value related in any way to the City officer’s or employee’s public duties. In addition, any vendor to the City is prohibited from offering a gift or other thing of value to a City officer or employee with which the vendor transacts business or offers to transact business. Any City officer or employee is prohibited from soliciting a gift or thing of value from a City vendor. This includes charitable donations made in the name of a City employee.

The City reserves the right to amend this Agreement from time to time, providing written notification to Outside Counsel within thirty (30) days of the effective date of any substantive changes. Failure to accept amendments may result in the termination of services from the City.
I. **Malpractice Insurance.**

Outside Counsel representing the City shall maintain malpractice insurance coverage that is reasonable and prudent in relation to the types and sizes of matters handled. Outside Counsel shall, upon request, promptly provide the Corporation Counsel with copies of any applicable policies required under this section, and/or a certificate of insurance. Each policy provided must be certified by the agent or underwriter to be a true copy. If Outside Counsel does not have coverage or if coverage is cancelled and not immediately replaced with comparable coverage, Outside Counsel must immediately report this to the Corporation Counsel.

J. **File Retention.**

For Litigated Matters: Outside Counsel shall retain pleadings, correspondence, discovery materials, deposition transcripts and similar documents and work product for a period of no less than seven (7) years from the date the matter is concluded or for the time period specified by rule or law in the jurisdiction in which the matter was pending, whichever is longer. Beyond this period, Outside Counsel shall notify the City in writing no less than sixty (60) days prior to destroying any file. Along with the written notification, Outside Counsel shall submit an inventory of any original City documents contained in the file to be destroyed and a representation that any electronic version of the file will also be destroyed or deleted.

For Bond and Other Transactions, and Advice Matters: Documents shall be retained in accordance with the same policies applicable to litigated matters unless applicable law mandates any longer retention schedule. However, bond counsel and transactional/advice counsel shall retain all transcripts of transactions and memoranda of advice indefinitely unless otherwise directed by the Corporation Counsel.

III. **Billing**

A. **Rates.**

Outside Counsel shall be compensated at the rate of $150.00 per hour, including expenses. The total amount of this agreement shall not exceed $50,000.00.

The City will pay for actual services rendered at rates established in Requests for Qualifications or otherwise agreed to in advance. At the time of Outside Counsel’s initial engagement, Outside Counsel shall furnish the Corporation Counsel with a schedule of billing rates for partners, associates and all other timekeepers expected to bill time against the matter for review and approval prior to billing time to the City. Because of City procurement rules, the rates applicable at the inception of each specific matter must remain in effect for the duration of that matter.
Hourly rates shall include all overhead costs (see Acceptable Fees/Charges, below), none of which shall be included in disbursements.

Time must be billed in 0.1 hour increments and on a per-task basis. The time entry description must be specific, detailing the action taken and the subject matter. Absent prior consent, the City will not pay for more than ten (10) hours of time by a single timekeeper in a single day, but the Corporation Counsel may increase that number of permissible hours in matters of special urgency or where cases are in or approaching trial.

Outside Counsel shall bear in mind that invoices may be disclosed pursuant to the City's open records laws and that courts may not sustain assertions of privilege by the City. Although the City will endeavor to redact privileged information before releasing bills for public consumption, Outside Counsel shall, to the extent practicable and consistent with the need to fully inform the City of its activities and to allow the City to evaluate the reasonableness of billing narratives, avoid the inclusion of privileged matter in invoices.

B. Invoicing Policy.

All invoices must be submitted to the Corporation Counsel.

For litigation, advice, and non-bond transactional matters, Outside Counsel generally are expected to submit monthly invoices within thirty days of the conclusion of the billing period, absent the City's prior consent to a longer delay. All charges must reflect the work performed within the billing period or a reasonable time before the billing period. Absent good cause, as defined by the City, the City will not pay for services or expenses incurred more than 90 days prior to the date the invoice is submitted. For bond matters, Outside Counsel are expected to submit their invoice within thirty days of the conclusion of the transaction.

Absent a specific agreement to an alternative fee arrangement, Outside Counsel fees shall be computed by applying the negotiated hourly rate to the time for the services expended. Hours shown must accurately reflect the time spent on the described activity and must either be the exact amount of time or the exact time rounded down to the nearest one-tenth of an hour. Block billing—grouping multiple activities under a single time charge—will not be accepted, and the City will not pay for any time recorded in a block fashion unless this requirement is waived by the Director of the City of Law or his or her designee.

Every bill from Outside Counsel is deemed to be a certification by the firm and billing partner that all legal services and disbursements reflected on the bill are reasonable for the legal matter involved and necessary for the proper provision of legal services to the City. The City may deduct certain fees and charges that are inconsistent with this Agreement.

The City reserves the right to audit all fee and disbursement details that Outside Counsel submit, as well as the corresponding legal file. The City will promptly terminate the services of any
Outside Counsel whose billing practices raise questions about the Outside Counsel's integrity, honesty or compliance with the applicable rules of professional conduct or this Agreement.

C. Invoice Format.

Each invoice will include the following minimum requirements:

- Unique invoice number
- Invoice date
- Matter name
- Outside Counsel's matter number
- Date(s) services were performed
- Timekeeper name or ID
- Timekeeper title or level
- A narrative description of the services provided or tasks performed for each specific task. The description shall clearly state the nature of the task performed sufficient to allow the City to determine why it was necessary. Incomplete or vague charge descriptions are unacceptable. Examples of incomplete or vague charges include, but are not limited to: 'analysis', 'review file', 'conference', 'attention to matter'; 'worked on discovery', 'work on file', 'prepare for meeting', 'misc.', and 'other'
- Time entry to the nearest tenth (.10) of an hour
- Timekeeper rate
- Charge total
- Detail of reimbursable expenses and disbursements at actual cost

The detailed billing report from Outside Counsel's system will provide this information. If Outside Counsel provides services on more than one matter during a billing period, a separate invoice for each matter is required.

D. Acceptable Fees/Charges.

Overhead charges may not be billed. The City will not reimburse Outside Counsel for basic support services, which the City deems to be part of Outside Counsel's overhead and built into its rates. The City will not pay for any of the following items under any circumstances:

- Billing inquiries
- Opening and closing files
- Internal filing
- Secretarial services (including overtime charges)
- Word processing or proofreading
- Maintenance of a calendar or tickler system
- Investigating potential conflicts
- Preparing budgets
• Library usage (including book purchases or subscriptions) or library staff time
• Office supplies
• Conference room charges

E. **Basic legal research may not be billed.**

Outside Counsel shall be familiar with the basic substantive law at issue in the matter for which the firm was retained, and the City shall not be charged for this type of research. If legal research benefits other clients, only the proportionate share of that cost shall be billed to the City. The City shall also benefit from previously prepared briefs and memoranda, and when such briefs or memoranda exist, will pay only for actual time spent updating or tailoring the same. All other anticipated legal research shall be addressed in Outside Counsel’s proposed budget. Legal research projects necessary in a particular litigation assignment must be approved in advance by the Corporation Counsel before the research is commenced.

The City will pay only for the actual time spent by Outside Counsel or other approved timekeeper conducting the research. As explained *infra*, fees charged by electronic or other research services, including library fees, Westlaw, Lexis and other online services are considered general overhead and are not reimbursable.

F. **Out-of-pocket costs must be itemized and passed through with no markup.**

The City will reimburse Outside Counsel for reasonable, documented and itemized out-of-pocket disbursements and costs incurred on behalf of the City, with the exceptions and limitations set forth in this Agreement. Outside Counsel’s invoices to the City shall reflect the actual cost and shall not include any markup. All disbursements must be fully itemized with a description sufficient for review, identifying the number of units, price per unit and total cost. The City may refuse to pay for disbursements billed as ‘miscellaneous,’ billed in a group (e.g., Travel Expenses - $4,000.00) or disbursements without descriptions.

G. **Prohibited disbursements.**

The City considers certain disbursements to be part of a law firm’s overhead and will not pay such charges. These items include:

• Rent (including temporary office space)
• Westlaw, Lexis and other legal database services
• Cost or usage of computers or mobile devices or internet service charges
• Equipment rental
• Storage charges
• Catering for internal meetings
• Meals (except during business travel, and then limited to $70 per day)
• Mileage for short trips (<30 miles one way)
● Travel costs exceeding discounted, non-refundable coach fares except where excess costs have been approved in advance
● Telephone charges
● Facsimile charges
● Allocated charges from a firm’s blanket service agreements with outside vendors

H. **Copying/scanning.**

Copying charges may be billed to the City at the lesser of the most favorable rate applied by Outside Counsel or five cents per page. The City will reimburse for document scanning at Outside Counsel firm’s regular rate, up to a maximum of five cents per page, for document productions, but the City will not pay time charges associated with scanning, and there shall be no charges associated with the scanning and filing of court papers and correspondence. Every effort shall be made to minimize scanning expenses by working with documents in electronic format whenever possible.

I. **Couriers and Overnight Mail.**

The City will reimburse for actual charges billed to Outside Counsel for deliveries (including overnight express) that are necessary in the interest of speed and reliability. Outside Counsel shall use the lowest cost service consistent with need and reliability, and to arrange schedules, whenever practicable, to avoid the need for premium-priced couriers. Outside Counsel shall use less expensive means, such as email (encrypted, when necessary) or regular mail where it is practical to do so.

J. **Travel Expenses.**

All air and rail travel must be first approved by the Corporation Counsel, ideally as part of the case budget. Outside Counsel shall use good judgment in selecting hotels and restaurants and incurring expenses for which the taxpayers are to be charged. Outside Counsel shall use alternatives to travel such as conference calls or videoconferences whenever practicable. If the travel involves another client, the City may be billed only for its proportionate share of both time and related expenses. Non-working travel time is not billable without the Corporation Counsel’s prior approval.

K. **Reimbursement of Meals for Overnight Travel.**

The City will reimburse for meals consumed while traveling overnight on City business, but limited (absent prior approval) to no more than seventy dollars ($70) per person, per day. Under no circumstances will the City reimburse costs for alcoholic beverages.
L. **Maintenance of Expense Records.**

To ensure compliance with the City’s reimbursement policies, Outside Counsel shall require itemization of out-of-pocket expenses such as airline tickets, meals and hotel bills before making reimbursement to any attorney, employee or third party, and maintain original receipts. Travel and meal expenses and receipts may be audited and shall be retained by Outside Counsel in accordance with applicable IRS guidelines. Unless requested to do so by the City, Outside Counsel shall not forward copies of travel and meal expense receipts to the City with the firm’s invoices.

M. **Personal Expenses Not Reimbursable.**

Please take care to distinguish between personal expenses and properly chargeable business expenses. The City will not reimburse for, among other things, recreation fees, salon or spa charges, pay-per-view movies or other personal entertainment charges, airline baggage charges, travel agency expenses, shoe shines, toiletries, dry cleaning or laundry (except in the unlikely event travel of more than seven days’ duration is required), or luggage.

N. **Vendor discounts must be passed through.**

If Outside Counsel receives a discount or rebate from a vendor based on the aggregate level of business with that vendor, such discount shall be disclosed and the City shall receive the benefit on a proportionate basis. This does not include frequent-flyer miles or similar perquisites allocated to individual travelers.

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**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 TERSEY 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 there from. 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:

Robert Byrne
City Clerk

City of Jersey City

Brian Platt
Business Administrator

WITNESS:

__________________________________________

By:

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

Jeana F. Abuan
Affirmative Action Officer, Public Agency Compliance Officer
Department of Administration
Office of Equal Opportunity/Affirmative Action
280 Grove Street Room-103
Jersey City NJ 07302
Tel. #201-547-4533
Fax# 201-547-5088
E-mail Address: abuanJ@jcnj.org
RENEWAL PACKAGE
FOR CERTIFICATE OF
EMPLOYEE
INFORMATION REPORT
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 title company's receipt, knowledge and commitment to comply with:

EXHIBIT A

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

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

Representative's Name/Title (Print): James A. Levi, Partner/Attorney
Representative's Signature: ______________________________________________________
Name of Company: Pennington Law Group
Tel. No.: 973-639-0600 Date: 3/28/19
Appendix A

Americans With Disabilities Act of 1990

Equal Opportunity for Individuals with Disability

The contractor and the Attorney of __PLC____ (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, damages, or charges, of whatever kind or nature, arising out of or in any way connected with this contract or the alleged violation. The contractor shall, at its own expense, defend, settle, and pay any and all claims against the owner, or if the owner incurs any expenses to save 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 expenses to save 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 and all parties in interest. If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the owner shall expediously 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 or agreement by the owner of any services provided by the subcontractor pursuant to this contract will not relieve the contractor of the obligations 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, or 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 A. Lewis, Partner/Attorney
Representative's Signature _______________________________________________________
Name of Company: Pennington Law Group
Tel. No.: 973-639-8600
Date: 3/28/19
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: Pennington Law Group
Address: 76 South Orange Ave, Suite 213, South Orange, NJ 07079
Telephone No.: 973-639-0600
Contact Name: James A. Lewis

Please check applicable category:

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

Woman Owned Business (WBE)   Neither

Definitions

Minority Business Enterprise

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

- African American: a person having origins in any of the black racial groups of Africa
- Hispanic: a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.
- Asian: a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.
- American Indian or Alaskan Native: a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

Woman Business Enterprise

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

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

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

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

Business Name: Pennington Law Group

Address: 76 South Orange Ave, Suite 213, South Orange, NJ 07079

Telephone No.: 973-639-0600

Contact Name: James A. Lewis

Please check applicable category:

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

Woman Owned business (WBE)  Neither

Definitions:

Minority Business Enterprise

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

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

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

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

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

Woman Business Enterprise

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

DIVISION OF PURCHASING COPY
PART 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: Pennington Law Group.

Signed _______________________________ Title: Partner/Attorney.

Print Name James A. Lewis Date: 3/28/19

Subscribed and sworn before me this 28th day of March, 2019.

My Commission expires: __________________________

HUFSA CHAUDRY
Commission #50068482
Notary Public, State of New Jersey
My Commission Expires September 20, 2022

(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-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 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>Steven Fulop 2021</th>
<th>Mira Peinz-Arey for Council</th>
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<td>Lavrazo 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 2021</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.

- **Partnership**
- **Corporation**
- **Sole Proprietorship**
- **Subchapter S Corporation**
- **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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### 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:** Pennington Law Group

**Signature of Affiant:**

**Title:** Partner/Attorney

**Printed Name of Affiant:** James A. Lewis

**Date:** 03/28/19

Subscribed and sworn before me this 28th day of March, 2019.

(Witnessed or attested by)

**My Commission expires:**

HUFSA CHAUDRY
Commission #60668482
Notary Public, State of New Jersey
My Commission Expires September 20, 2022

(Seal)
C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

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: | Pennington Law Group
| Address: | 76 South Orange Ave, Suite 213
| City: | South Orange
| State: | NJ
| Zip: | 07079

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 A. Lewis  
Partner/Attorney

### 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)
STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

TAXPAYER NAME:
ERIC S. PENNINGTON, P.C.

TRADE NAME:

ADDRESS:
1 GATEWAY CENTER SUITE 105
NEWARK NJ 07102

SEQUENCE NUMBER:
1228571

EFFECTIVE DATE:
10/21/99

ISSUANCE DATE:
04/17/06

Acting Director
New Jersey Division of Revenue
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-FEB-2017 to 15-FEB-2024.

ERIC S. PENNINGTON P.C.
1 GATEWAY CENTER, SUITE 105
NEWARK NJ 07102

FORD M. SCUDDER
State Treasurer
RESOLUTION RATIFYING THE AWARD OF A PROFESSIONAL SERVICES AGREEMENT WITH HUNT, HAMLIN & RIDLEY FOR GENERAL LEGAL SERVICES RELATED TO EMPLOYMENT ORGANIZATIONAL PRACTICES

COUNCIL offered and moved adoption of the following resolution:

WHEREAS, it has been determined that an independent review of issues raised in employment organizational practices is required; and

WHEREAS, the Corporation Counsel has recommended the appointment of outside counsel to handle these matters; and

WHEREAS, Hunt, Hamlin & Ridley, 60 Park Place, 16th Floor, Newark, NJ 07102, are attorneys in the State of New Jersey and are qualified to perform these services; and

WHEREAS, outside counsel agreed to provide these services at an hourly rate of $150.00 per hour, including expenses, for a total amount not to exceed $50,000.00; 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, 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, Hunt, Hamlin & Ridley submitted a Qualification Statement in response to the City's RFQ; and

WHEREAS, the City is awarding this contract under the Fair and Open provisions of the New Jersey Local Unit Pay-to-Play Law, N.J.S.A. 19:44A-20.4 et seq.; and

WHEREAS, Hunt, Hamlin & Ridley 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 $10,000.00 are available in Account No. 19-01-201-20-155-312.

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

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

1. A contract award to Hunt, Hamlin & Ridley, 60 Park Place, 16th Floor, Newark, NJ 07102 to review employment organizational practices for a one-year period effective March 1, 2019 for a total amount of $50,000.00, including expenses is hereby ratified.

2. The award of this contract shall be subject to the condition that Hunt, Hamlin & Ridley 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 HUNT, HAMLIN & RIDLEY FOR GENERAL LEGAL SERVICES RELATED TO EMPLOYMENT ORGANIZATIONAL PRACTICES

3. Subject to such modifications 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(c), 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 and in the subsequent fiscal year budget.

I, hereby certify that there are sufficient funds available in Account No.: 19-01-201-20-155-312 for payment of this resolution. P.O. No. 133,309.

Elizabeth Castillo, Acting Chief Financial Officer

04/10/2019

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<tr>
<th>COUNCILPERSON</th>
<th>AYE</th>
<th>NAY</th>
<th>N.V.</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 - 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 HUNT, HAMLIN & RIDLEY FOR GENERAL LEGAL SERVICES RELATED TO EMPLOYMENT ORGANIZATIONAL PRACTICES

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.)

As best practice in employment matters, the City needs to retain third-party counsel to review and provide guidance pertaining to employment issues.

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

| 19-01-201-20-155-312 | One Year |
| $50,000.00 | |

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: [Signature]  Date: 4/6/19
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, Hunt, Hamlin & Ridley, Military Park Building, 60 Park Place, 16th Floor, Newark, NJ 07102 ("Special Counsel"). The Corporation Counsel of the City of Jersey City has selected Special Counsel to serve as Outside Counsel in connection with general legal services related to Employment Organizational Practices.

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

I. CONFLICTS OF INTEREST

A. Initial Conflicts Check.

Outside Counsel must be sensitive both to direct conflicts of interest that representation of the City and other clients poses, and to the less direct, but nevertheless serious, conflicts that may arise from the same firm’s advocacy, on behalf of other clients, of positions conflicting with important City interests. Prior to Outside Counsel’s engagement, Outside Counsel shall carefully review whether any conflicts of either type exist and, if so, bring those conflicts to the attention of the Corporation Counsel. The City shall be promptly informed of and consulted with respect to all potential conflicts. Although issue conflicts may not necessarily result in a disqualification of Outside Counsel, the City shall be consulted before Outside Counsel accepts an engagement that will require the firm to advocate a position that may be adverse to a City legal interest or otherwise prejudicial to the interests of the City. The City in its sole discretion shall, after consultation with Outside Counsel, determine whether an impermissible conflict exists, or whether other circumstances exist that would undermine the public’s confidence if representation by Outside Counsel continued.

Outside Counsel’s acceptance of an engagement on a matter without written disclosure of any conflicts constitutes Outside Counsel’s representation that it has conducted an appropriate conflict check and no conflict exists.

B. City Conflicts.

The City has a duty to protect the public interest. As part of this responsibility, the City sets policies to ensure that the legal system operates in a manner that safeguards the public’s confidence in the integrity and impartiality of its administration. For this reason, in addition to
insisting that its attorneys follow the Rules of Professional Conduct, the City prohibits Outside Counsel that represent the City, while such matter is pending, from:

1. Representing private parties before the City or any of its boards, proceedings, commissions or autonomous agencies in adversarial, transactional or non-adversarial proceedings. Outside Counsel also may not, on behalf of a private client, lobby the City or any City department.

2. Representing private parties in any matter in which the City also is a party, if the private party has interests adverse to the City.

3. Representing a private client with interests adverse to the City.

4. Representing another client if that representation would present a substantial risk that Outside Counsel’s responsibilities to the City would limit its ability to provide independent advice or diligent and competent representation either to the City or the other client.

5. Representing another client where the Outside Counsel’s knowledge of the City’s legal positions or strategy, derived from its representation or prospective representation of the City, could be used to the advantage of the other client or the disadvantage of the City.

C. Continuing Obligation.

The obligation to disclose conflicts continues throughout the course of the representation. Outside Counsel must review conflicts of interest on an ongoing basis as new matters are opened. Any new attorney/client relationships that potentially create a conflict shall be reported to the Corporation Counsel immediately.

D. Attorney-Client Privilege Group/No Representation of Other Persons/Entities Absent Approval.

Outside attorneys engaged to represent the City (as opposed to a named person) shall consider themselves to have formed an attorney-client relationship only with the City, and not any of its individual employees. When speaking with current or former employees of the City, Outside Counsel shall, as appropriate, advise those employees that although their dialogue will be considered attorney-client communications to the fullest possible extent, counsel’s responsibility is to the City and they do not represent those employees in their individual capacities. As a matter proceeds, if employees of the City will be examined under oath or interviewed in other adverse contexts, and if Outside Counsel believe it advisable for them to represent the employees in their individual capacities at such events, Outside Counsel must obtain the Corporation Counsel’s advance consent before agreeing to represent such persons in their individual capacities. The Corporation Counsel, in consultation with other City personnel,
will determine if it is appropriate for the individual to receive representation and, if so, by whom.

Outside Counsel who are engaged to represent both an entity and employees of that entity simultaneously shall take all necessary steps to ensure the continuing absence of conflicts, and to preserve their ability to continue representing the entity in the event that conflicts develop between the entity and individual clients.

II. WORKING RELATIONSHIP

A. Identification of Objectives/Relationship Attorney.

The Corporation Counsel or his designee will be Outside Counsel’s principal and regular point of contact for financial and strategic decisions. Only the Corporation Counsel or his designee has authority to direct Outside Counsel in the handling of the matter. If a City employee other than the Corporation Counsel or his designee asks Outside Counsel to proceed in a certain fashion or to perform certain activities with respect to a specific legal matter, Outside Counsel shall report the request to the Corporation Counsel and obtain direction prior to proceeding.

Outside counsel shall designate an Attorney to be the Corporation Counsel’s principal contact. In all matters, the City remains ultimately responsible for making all substantive decisions and determining the costs and benefits of contemplated legal activity. In many matters, City attorneys will act as full co-counsel and be engaged with Outside Counsel in the day-to-day conduct of the case. In matters where Outside Counsel is handling that day-to-day conduct without City personnel as co-counsel, the City shall be consulted on a regular basis throughout the course of Outside Counsel’s engagement and to be kept fully informed of the current status and proposed course of the matters assigned to Outside Counsel’s firm. All strategic, tactical, staffing (including any proposed staffing changes) and significant resource allocation decisions about City legal matters must be made in collaboration with the Corporation Counsel.

B. Early Case Assessment/Cost Assessment.

Each complex matter is to be thoroughly evaluated at its outset. The same applies to actions in which the City is the plaintiff, except that the analysis will be performed before the case is filed. In any matter, Outside Counsel shall provide an early case assessment that includes analysis of (1) likely costs to the City from the process, (2) possible outcomes, indicating the likelihood of each, and (3) strategy and tactics for termination or resolution. The format of the early case assessment may vary from a formal written document to a verbal briefing or a combination of a written budget with a verbal briefing on other aspects of the case.

Please note that time spent preparing a budget is not billable, but counsel may bill for time spent preparing an early case assessment or a recommended discovery plan.
The City places significant reliance on cost estimates and Outside Counsel shall prepare them with care. Although the City understands that unanticipated events may have an impact on costs, the City shall be consulted promptly if Outside Counsel believes that the most recent cost estimate provided is no longer accurate. Should total fees or costs exceed the agreed budget, or should fees or costs for a phase of the case exceed the agreed estimate for that phase, without adequate explanation in advance that the increased expense will be necessary, the City may require that an increased discount be applied to unanticipated fees or costs and reserves the right not to pay Outside Counsel for any amounts incurred or expended in excess of the approved budget or estimate.

For bond matters and other transactional engagements, counsel may be expected to provide a fee cap for the transaction, approved by the City, prior to commencing work. Only where a transaction materially changes in scope will the City consider revisions to an agreed fee cap. No payments above the agreed fee cap shall be made unless and until a revised fee cap has been approved in writing by the Director of the City or his/her designee.

C. Staffing.

Unless otherwise agreed, the senior attorney retained shall be directly and ultimately responsible for the entire assignment. The day-to-day involvement of that senior attorney, however, shall be appropriate to the magnitude of the matter and the efficiency required for a timely, cost effective, quality work product. When a senior attorney can handle an assignment most efficiently (based on skill and experience), that senior attorney shall complete the assignment.

The City shall be billed for only one attorney to attend events such as depositions, witness meetings, settlement conferences, negotiations and meetings with other parties' counsel. The City recognizes that in more complex matters and those with multiple work-streams, it may occasionally be appropriate for multiple attorneys to attend significant events and for members of the team to consult with each other. The City insists, however, that no more than the minimum number of attorneys necessary to an event attend, that billable internal conferences and charges for drafting and reading internal email correspondence occur only when absolutely required, and that the Corporation Counsel be regularly informed both of the number of attorneys who will attend significant events and the reason for the attendance of each billing timekeeper.

The City believes that it is most efficient for a single attorney or group of attorneys to handle a matter from beginning to end and Outside Counsel shall strive for such continuity. The City will not pay for learning time that may result from staffing changes at Outside Counsel’s firm. In addition, the City will not reimburse Outside Counsel for any routine training or supervisory time, including time spent at seminars, unless specifically approved in advance and included as part of the budget. The City will not ordinarily pay for summer associate time unless such time
has been identified as part of the approved staffing plan for appropriate work. The City will not pay for time submitted by librarians; secretaries; billing, filing, docketing or document clerks; internal messengers/couriers; temporary or clerical support staff; word processors; and IT professionals other than electronic discovery specialists serving a function similar to that of paralegals/case managers. The City also will not pay for time billed by attorneys or paralegals to perform tasks (filing, indexing, etc.) that could and should have been handled by support personnel.

D. Settlement.

Outside Counsel shall have no settlement authority unless and until such authority is explicitly conferred on them by the Corporation Counsel. If Outside Counsel believes that settlement should be pursued, Outside Counsel must seek instructions in this regard from the Corporation Counsel, and not pursue formal or informal settlement discussions without the Corporation Counsel’s approval. Outside Counsel shall immediately inform the Corporation Counsel of any settlement proposal or overture, formal or informal, by the opposing party or counsel. Please note that under no circumstances can the City agree to designate a settlement agreement as confidential. All City settlement records are, by definition, public documents.

E. Media Relations/Law Firm Advertising.

The City does not authorize outside counsel or vendors to comment publicly in any manner on any aspect of the City’s legal matters. All media inquiries relating to the City shall be referred promptly to the Corporation Counsel and discussed with the Corporation Counsel before responding to the media contact in any manner. This includes even “no comment” or other non-substantive responses. If time is of the essence and Outside Counsel cannot reach the Corporation Counsel, the Press Secretary in the Office of the Mayor shall be contacted.

The City does not permit Outside Counsel to advertise or promote their relationship with the City, other than by listing the City as a representative client.

F. Engagement of E-Discovery and Other Vendors, Including Experts.

Before engaging any vendor, including electronic discovery firms and experts, lobbyists or other consultants (in each case, a “vendor”), Outside Counsel must pre-clear that engagement with the Corporation Counsel, unless the Corporation Counsel has explicitly granted exceptions to this preclearance requirement. The City will not be responsible for vendor fees or costs unless that vendor’s engagement was pre-approved by the City. The City may require Outside Counsel to engage vendors with which the City has master contracts or preferred pricing arrangements, and always will insist on engagement of the lowest-cost vendor qualified to handle a task (understanding that complex tasks may require vendors with specialized expertise).
Outside Counsel will pay all third-party service providers directly and will bill the City for those services' detailed disbursements included in monthly invoices. This City will not accept separate invoices from service providers directly to the City for payment.

Outside Counsel has the responsibility to ensure that there are no conflicts between any vendor and the City. In addition, all vendors must execute the confidentiality agreement attached as Appendix A. The fee and disbursement policies as outlined in this Agreement shall be made available to, and followed by vendors. It is Outside Counsel's responsibility to confirm that all third party billings comply with this Agreement.

Vendor payment arrangements shall be discussed in advance with the Corporation Counsel. In general, Outside Counsel shall contract with vendors themselves and pay the third party invoices directly, incorporating those invoices into their own bills to the City and including appropriate detail for reasonable review by City personnel. The City may request Outside Counsel to provide full copies of vendor invoices; Outside Counsel therefore shall retain those invoices in accordance with IRS guidelines. The Corporation Counsel may approve other payment arrangements, including (in rare cases) direct contracting with and payment by the City.

When engaging court reporting services, Outside Counsel shall request only one transcript (electronic or hard copy). The City will not reimburse charges for additional transcripts.

G. Adherence to Ethical Standards.

The City conducts itself in accordance with the highest ethical standards and expects the same of its Outside Counsel. No City employee ever has authority to instruct Outside Counsel to act in an unethical manner. If Outside Counsel believes that a City employee has engaged or will engage in illegal or unethical activity, Outside Counsel must immediately advise the Corporation Counsel. The City will terminate its relationship with any Outside Counsel who, in the City's sole discretion, fails to adhere to the foregoing ethical standards.

At all times, Outside Counsel will remain aware of and in compliance with each of the City's "Pay-to-Play" ordinances and any amendments thereto.

H. Gratuities.

City officers and employees are prohibited from accepting any gift, favor, service or other thing of value related in any way to the City officer's or employee's public duties. In addition, any vendor to the City is prohibited from offering a gift or other thing of value to a City officer or employee with which the vendor transacts business or offers to transact business. Any City officer or employee is prohibited from soliciting a gift or thing of value from a City vendor. This includes charitable donations made in the name of a City employee.
The City reserves the right to amend this Agreement from time to time, providing written notification to Outside Counsel within thirty (30) days of the effective date of any substantive changes. Failure to accept amendments may result in the termination of services from the City.

I. Malpractice Insurance.

Outside Counsel representing the City shall maintain malpractice insurance coverage that is reasonable and prudent in relation to the types and sizes of matters handled. Outside Counsel shall, upon request, promptly provide the Corporation Counsel with copies of any applicable policies required under this section, and/or a certificate of insurance. Each policy provided must be certified by the agent or underwriter to be a true copy. If Outside Counsel does not have coverage or if coverage is cancelled and not immediately replaced with comparable coverage, Outside Counsel must immediately report this to the Corporation Counsel.

J. File Retention.

For Litigated Matters: Outside Counsel shall retain pleadings, correspondence, discovery materials, deposition transcripts and similar documents and work product for a period of no less than seven (7) years from the date the matter is concluded or for the time period specified by rule or law in the jurisdiction in which the matter was pending, whichever is longer. Beyond this period, Outside Counsel shall notify the City in writing no less than sixty (60) days prior to destroying any file. Along with the written notification, Outside Counsel shall submit an inventory of any original City documents contained in the file to be destroyed and a representation that any electronic version of the file will also be destroyed or deleted.

For Bond and Other Transactions, and Advice Matters: Documents shall be retained in accordance with the same policies applicable to litigated matters unless applicable law mandates any longer retention schedule. However, bond counsel and transactional/advice counsel shall retain all transcripts of transactions and memoranda of advice indefinitely unless otherwise directed by the Corporation Counsel.

III. Billing

A. Rates.

Outside Counsel shall be compensated at the rate of $150.00 per hour, including expenses. The total amount of this agreement shall not exceed $50,000.00.

The City will pay for actual services rendered at rates established in Requests for Qualifications or otherwise agreed to in advance. At the time of Outside Counsel’s initial engagement, Outside Counsel shall furnish the Corporation Counsel with a schedule of billing rates for partners, associates and all other timekeepers expected to bill time against the matter for review and approval prior to billing time to the City. Because of City procurement rules, the rates
applicable at the inception of each specific matter must remain in effect for the duration of that matter.

Hourly rates shall include all overhead costs (see Acceptable Fees/Charges, below), none of which shall be included in disbursements.

Time must be billed in 0.1 hour increments and on a per-task basis. The time entry description must be specific, detailing the action taken and the subject matter. Absent prior consent, the City will not pay for more than ten (10) hours of time by a single timekeeper in a single day, but the Corporation Counsel may increase that number of permissible hours in matters of special urgency or where cases are in or approaching trial.

Outside Counsel shall bear in mind that invoices may be disclosed pursuant to the City's open records laws and that courts may not sustain assertions of privilege by the City. Although the City will endeavor to redact privileged information before releasing bills for public consumption, Outside Counsel shall, to the extent practicable and consistent with the need to fully inform the City of its activities and to allow the City to evaluate the reasonableness of billing narratives, avoid the inclusion of privileged matter in invoices.

B. Invoicing Policy.

All invoices must be submitted to the Corporation Counsel.

For litigation, advice, and non-bond transactional matters, Outside Counsel generally are expected to submit monthly invoices within thirty days of the conclusion of the billing period, absent the City's prior consent to a longer delay. All charges must reflect the work performed within the billing period or a reasonable time before the billing period. Absent good cause, as defined by the City, the City will not pay for services or expenses incurred more than 90 days prior to the date the invoice is submitted. For bond matters, Outside Counsel are expected to submit their invoice within thirty days of the conclusion of the transaction.

Absent a specific agreement to an alternative fee arrangement, Outside Counsel fees shall be computed by applying the negotiated hourly rate to the time for the services expended. Hours shown must accurately reflect the time spent on the described activity and must either be the exact amount of time or the exact time rounded down to the nearest one-tenth of an hour. Block billing—grouping multiple activities under a single time charge—will not be accepted, and the City will not pay for any time recorded in a block fashion unless this requirement is waived by the Director of the City of Law or his or her designee.

Every bill from Outside Counsel is deemed to be a certification by the firm and billing partner that all legal services and disbursements reflected on the bill are reasonable for the legal matter involved and necessary for the proper provision of legal services to the City. The City may deduct certain fees and charges that are inconsistent with this Agreement.
The City reserves the right to audit all fee and disbursement details that Outside Counsel submit, as well as the corresponding legal file. The City will promptly terminate the services of any Outside Counsel whose billing practices raise questions about the Outside Counsel's integrity, honesty or compliance with the applicable rules of professional conduct or this Agreement.

C. **Invoice Format.**

Each invoice will include the following minimum requirements:

- Unique invoice number
- Invoice date
- Matter name
- Outside Counsel's matter number
- Date(s) services were performed
- Timekeeper name or ID
- Timekeeper title or level
- A narrative description of the services provided or tasks performed for each specific task. The description shall clearly state the nature of the task performed sufficient to allow the City to determine why it was necessary. Incomplete or vague charge descriptions are unacceptable. Examples of incomplete or vague charges include, but are not limited to: 'analysis', 'review file', 'conference', 'attention to matter'; 'worked on discovery', 'work on file', 'prepare for meeting', 'misc.', and 'other'
- Time entry to the nearest tenth (.10) of an hour
- Timekeeper rate
- Charge total
- Detail of reimbursable expenses and disbursements at actual cost

The detailed billing report from Outside Counsel's system will provide this information. If Outside Counsel provides services on more than one matter during a billing period, a separate invoice for each matter is required.

D. **Acceptable Fees/Charges.**

**Overhead charges may not be billed.** The City will not reimburse Outside Counsel for basic support services, which the City deems to be part of Outside Counsel's overhead and built into its rates. The City will not pay for any of the following items under any circumstances:

- Billing inquiries
- Opening and closing files
- Internal filing
- Secretarial services (including overtime charges)
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

Page 14 of 17
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:  

Robert Byrne  
City Clerk

City of Jersey City

Brian D. Platt  
Business Administrator

WITNESS:

Hunt, Hamlin & Ridley

By:  
Firm:

Page 15 of 17
APPENDIX A

CONFIDENTIALITY AGREEMENT

________________________ (Subcontractor), as a contractor of Outside Counsel retained by the City of Jersey City (the “City”) pursuant to an “Outside Counsel Agreement” dated ________________________, hereby acknowledges and agrees as follows:

1. All documents and data, including but not limited to financial, statistical, personnel, customer and/or technical documents, owned or supplied by the City to the Subcontractor, shall be treated as confidential (Documents and Data). The Subcontractor shall take all necessary and reasonable precautions to ensure that the City’s Documents and Data are safeguarded. Use of the Documents and Data is strictly limited to that use necessary to complete the scope of work agreed upon, which may include disclosure to employees, officers or agents of any subcontractor assisting with the scope of work. Any other use, and any sale or offering of the Documents and Data in any form by the Subcontractor, or any individual or entity in the Subcontractor’s charge or employ, will be considered a violation of this Confidentiality Agreement and may result in termination of the agreement between Subcontractor and the law firm retained by the City, and the Subcontractor’s suspension or debarment from City contracting. In addition, such conduct may be reported to the appropriate authorities for possible criminal prosecution.

2. Subcontractor shall be responsible to ensure that all agents and individuals or entities in the Subcontractor’s charge or employ adhere to this Confidentiality Agreement. A breach of confidentiality by any individual or entity in the Subcontractor’s charge or employ will be considered a violation of this Confidentiality Agreement by the Subcontractor.

3. In the event that Subcontractor, its agent or any individual or entity in the Subcontractor’s charge or employ receives a subpoena, demand, or other request for any of the City’s documents or data, Subcontractor shall promptly notify the City and shall not turn over any of the City’s documents or data.

4. The Subcontractor shall comply with all applicable City and Federal laws that require the notification of individuals in the event of unauthorized release of personally-identifiable information or other event requiring notification. In the event of a breach of any of the Subcontractor’s confidentiality obligations or other event requiring notification under applicable law (“Notification Event”), the Subcontractor agrees to assume responsibility for informing all such individuals in accordance with applicable law and to indemnify, hold harmless and defend the City and its trustees, officers, and employees from and against any claims, damages, or other harm related to such Notification Event.

5. Upon termination of this Confidentiality Agreement the Subcontractor shall return or erase, destroy, and render unreadable all Subcontractor copies of City Documents and Data, both physical and electronic, and certify in writing that these actions have been completed within 30 days of the termination of this Confidentiality Agreement or within 14 days of the request of an agent of the City, whichever shall come first.
6. This Confidentiality Agreement shall survive the Subcontractor’s termination of the contract between the law firm retained by the City and Subcontractor or upon completion of the scope of work related to the City.

Subcontractor/Firm: ________________________________

By: ________________________________

Title: ________________________________

Date: ________
(REVISED 4/13)

EXHIBIT A
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.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, affilential or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affilential 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, affilential 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, affilential 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, affilictonal or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will not use 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, affilictonal 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
- Employees 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.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 or 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/Title (Printed) Ronald C. Hunt, Founding Partner
Representative's Signature

Name of Company: Hunt, Hamlin & Ridley
Tel. No.: 973-242-4471 Date: 3/11/2019
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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-2017 to 15-AUG-2024.

HUNT, HAMLIN & RIDLEY
60 PARK PLACE, 16TH FLOOR
NEWARK NJ 07102

FORD M. SCUDDER
State Treasurer
APPENDIX A

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

Law Firm HHR

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. Sec. 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 in connection with the alleged violation. The contractor shall, at its own expense, 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 upheld 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 indenification 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 provide the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise.

(Representative's Name/Title/Print)  
Ronald C. Hunt, Partner

Representative's Signature

Name of Contractor: Hunt, Hamlin & Ridley

Ref. No.: 973-242-4471  
Date: 3/11/2019
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: Hunt, Hamlin & Ridley
Address: 60 Park Place, 16th, Newark 07102
Telephone No.: (973)242-4471
Contact Name: Ronald C. Hunt

Please check applicable category:

☑ Minority Owned Business (MBE) ☐ Minority & Woman Owned Business (MWBE)

☐ Woman Owned business (WBE) ☐ Neither

Definitions
Minority Business Enterprise

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

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

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

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

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

Woman Business Enterprise

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

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

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

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

Business Name: Hunt, Hamlin & Ridley
Address: 60 Park Place, 16th Fl, Newark 0710
Telephone No.: (973) 242-4471
Contact Name: Ronald C. Hunt

Please check applicable category:

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

_____ Woman Owned business (WBE)  _____ Neither

Definitions:

Minority Business Enterprise

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

African American: a person having origins in any of the black racial groups of Africa
Hispanic: a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.
Asian: a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.
American Indian or Alaskan Native: a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

Woman Business Enterprise

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

DIVISION OF PURCHASING COPY
CERTIFICATION OF COMPLIANCE WITH THE CITY OF JERSEY CITY CONTRACTOR PAY-TO-PLAY REFORM ORDINANCE 08-128 ADOPTED ON SEPTEMBER 3, 2008

PART I - Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that Hunt, Hamlin & Ridley (name of business entity) has not made any reportable contributions in the one-year period preceding 3/11/19-3/11/20 (date City Council awards contract) that would be deemed to be violations of Section One 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: Hunt, Hamlin & Ridley

Signed: [Signature] Title: Partner

Print Name: Ronald C. Hunt. Date: 3/11/2019

Subscribed and sworn before me this 3/11/2019.

[Signature]

My Commission expires: 11/1/2023

(Pin 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

Vendor Name: Hunt, Hamlin & Ridley
Address: 160 Park Place, 16th Floor
City: Newark, State: NJ, Zip: 07102

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]
Ronald C. Hunt, 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.

<table>
<thead>
<tr>
<th>Contributor Name</th>
<th>Recipient Name</th>
<th>Date</th>
<th>Dollar Amount</th>
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</table>

☐ Check here if the information is continued on subsequent page(s)
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 committees representing the elected officials of the <name of entity of elected officials> as defined pursuant to N.J.S.A. 19:44A-3(b), (a) and (c).

Steven Fulop 2021
Lavarro for Councilman
Friends of Joyce Watterman
Friends of Daniel Rivera
Ridley for Council

Mira Prioz-Arey for Council
Friends of Richard Boggiano
Michael Yun for Council
Solomon for Council 2021
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
--- | ---

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: Huat, Hamlin & Ridley
Signature of Affiant: [Signature]
Printed Name of Affiant: Ronald C. Hunt
Title: Partner
Date: 3/11/19


My Commission expires: 1/1/2023

(Witnessed or certified by)

(Seal)
Resolution of the City of Jersey City, N.J.

WIThDRAWN

RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO SOFTWARE HOUSE INTERNATIONAL CORPORATION FOR THE PURCHASE AND IMPLEMENTATION OF A TAX APPLICATION/SOFTWARE FOR THE TAX COLLECTOR’S OFFICE UNDER STATE CONTRACT FUNDED BY THE DEPARTMENT OF ADMINISTRATION, DIVISION OF INFORMATION TECHNOLOGY

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, the Office of the Tax Collector needs to replace its tax application software to a more efficient and reliable program. It will improve posting payments to sending out letters and notices, processing liens, correcting posting errors and providing easy to understand account records to property owners and escrow agents; 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 the tax application module for a total contract amount of one hundred ninety four thousand, four hundred fifty nine dollars ($194,459.00); 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>04-215-55-188-990</td>
<td>130093</td>
<td>A89851, ITS58</td>
<td>$194,459.00</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 $194,459.00, for the purchase and implementation of a tax application software 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 SOFTWARE HOUSE INTERNATIONAL CORPORATION FOR THE PURCHASE AND IMPLEMENTATION OF A TAX APPLICATION/SOFTWARE FOR THE TAX COLLECTOR'S OFFICE UNDER STATE CONTRACT FUNDED BY THE DEPARTMENT OF ADMINISTRATION, DIVISION OF INFORMATION TECHNOLOGY

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>Act #</th>
<th>P.O. #</th>
<th>State Contract #</th>
<th>Total Contract</th>
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</thead>
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<tr>
<td>04-2156-55-199-960</td>
<td>30083</td>
<td>A88051</td>
<td>$194,459.00</td>
</tr>
</tbody>
</table>

Approved by:  
August 6, 2018

Certified by:  
August 7, 2018

APPROVED:  
APPROVED AS TO LEGAL FORM

APPROVED:  
Business Administrator

WITHEDRAWN

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 4.24.19

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<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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<tr>
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<td>RIVERA</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.
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 FOR THE PURCHASE AND IMPLEMENTATION OF A TAX APPLICATION/SOFTWARE FOR THE TAX COLLECTOR’S OFFICE UNDER STATE CONTRACT FUNDED BY THE DEPARTMENT OF ADMINISTRATION, DIVISION OF INFORMATION TECHNOLOGY

Initiator

<table>
<thead>
<tr>
<th>Department/Division</th>
<th>Administration/ Tax Collection</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name/Title</td>
<td>Anne Doyle/ Tax Collector</td>
</tr>
<tr>
<td>Phone/email</td>
<td>201-547-5120/ <a href="mailto:adoyle@cnj.org">adoyle@cnj.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 purchase is to modernize our software program to make our work day more efficient from posting payments to sending out letters and notices, processing liens, correcting posting errors and providing easy to understand account records to property owners and escrow agents. It will allow us to create the reports we need from our desk top without having to wait for our software vendor to provide reports that are current or from the past. This will allow us to provide information to the public, governing body, and other departments upon request. The cost of support will be dramatically less then we are paying now with our current vendor. The Edmonds Tax Collection module is used by the majority of municipalities in the State of New Jersey. When hiring employees the chances of hiring someone tax collection experience that is already trained to use the software will be high, which will also save time and money on a learning curve. This contract commits Edmonds to creating a much more encompassing software tool for the Abatement team as well; a huge improvement considering the amount of work that current must be done manually.

I certify that all the facts presented herein are accurate.

C. Anne Doyle
Signature of Department Director 8/2/18

Peter Folgado, Director of Purchasing
RPPO, CPA 8/16/18
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<td>Total</td>
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<td>$194,459.00</td>
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</table>

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# 22-3009548; DUNS# 61-1429481; CCR# 61-243552; CAGE 1HTF0

The Products offered under this proposal are subject to the SHI Return Policy posted at www.shi.com/returnpolicy, unless there is an existing agreement between SHI and the Customer.
Notice of Award
Term Contract(s)

M-0003
SOFTWARE LICENSE & RELATED SER

Vendor Information
By Vendor
Email to JULIE MCGOWAN

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

Download All Documents
• SaaS Guidelines Worksheet Adobe PDF (67 kb)
• Standard Terms and Conditions 2011 Adobe PDF (93 kb)
• Standard Terms and Conditions Addendum 2015 Adobe PDF (67 kb)
• State of NJ License Agreements Requirements Adobe PDF (9 kb)
• New Jersey Custom Agreements List Adobe PDF (93 kb)
• SaaS Supplement to Publisher Terms and Conditions Adobe PDF (67 kb)
• Documentation Requirements Adobe PDF (27 kb)
• Scope of Work Requirements Adobe PDF (14 kb)
• Software Publisher Services Provider Terms and Conditions Adobe PDF (176 kb)
• State Contract Manager Adobe PDF (13 kb)
• Method of Operation Adobe PDF (313 kb)

The Download All Documents hyperlink will place compressed files on your computer. Files may be unzipped and viewed using WinZip. The evaluation version is available for free. Click here to learn more about WinZip or to download the latest version from the WinZip web site.

Forms in this section are stored in Adobe Acrobat (PDF) format. PDF formatted documents appear the same as the original printed forms. To view and print these forms, you must have a PDF viewer which is available free from Adobe. Click here to learn more about Adobe Acrobat or to download the latest version of the Adobe Acrobat viewer from the Adobe Web site.

NOAs By Number | NOAs By Title | Search NOAs

| Index #: | M-0003 |
| Contract #: | VARIOUS |
| Contract Period: | FROM: 09/01/15 TO: 06/30/20 |
| Applicable To: | ALL STATE AGENCIES |
| Cooperative Purchasing: | POLITICAL SUBDIVISIONS* |
| Vendor Name & Address: | SEE VENDOR INFORMATION SECTION |
| For Procurement Bureau Use: | |
| Solicitation #: | 24052 |
| Bid Open Date: | 00/00/00 |
| CID #: | |
| Commodity Code: | |
| Set-Aside: | NONE |

CONNECTIONS AND METHODS OF OPERATION

https://www.state.nj.us/treasury/purchase/noa/contracts/m0003_16-r-24052.shtml

8/6/2018
### INSIGHT PUBLIC SECTOR INC
6820 S HARL AVE
TEMPE, AZ 85283

| Contact Person: | FRED TAFODY |
| Contact Phone: | 800-467-4448 |
| Order Fax: | 000-000-0000 |
| Contract#: | 89883 |
| Expiration Date: | 06/30/20 |
| Terms: | NONE |
| Delivery: | 30 DAYS ARO |
| Small Business Enterprise: | NO |
| Minority Business Enterprise: | NO |
| Women Business Enterprise: | NO |
| Cooperative Purchasing *: | YES |

* WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?

### PCMG INC
14120 NEWBROOK DR
STE 100
CHANTILLY, VA 20151

| Contact Person: | BILL ABRAMS |
| Contact Phone: | 201-655-0251 |
| Order Fax: | 000-000-0000 |
| Contract#: | 89854 |
| Expiration Date: | 06/30/20 |
| Terms: | NONE |
| Delivery: | 30 DAYS ARO |
| Small Business Enterprise: | NO |
| Minority Business Enterprise: | NO |
| Women Business Enterprise: | NO |
| Cooperative Purchasing *: | YES |

* WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?

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

| Contact Person: | NICK GRAPPONE |
| Contact Phone: | 732-564-8189 |
| Order Fax: | 000-000-0000 |
| Contract#: | 89851 |
| Expiration Date: | 06/30/20 |
| Terms: | NONE |
| Delivery: | 30 DAYS ARO |
| Small Business Enterprise: | NO |
| Minority Business Enterprise: | YES |
| Women Business Enterprise: | YES |
| Cooperative Purchasing *: | YES |

* WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?

### CONTRACT ITEMS/SERVICES BY VENDOR

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<tr>
<th>LINE#</th>
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<tr>
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<th>DESCRIPTION/MFGR/BRAND</th>
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Vendor: SHI INTERNATIONAL CORP

Contract Number: 89851

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This site is maintained by the Division of Revenue and Enterprise Services.
APPENDIX A

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

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

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

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

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

Representative's Name/Title/Print: John Oese, Lead Vendor Contract Specialist
Representative's Signature: John Oese
Name of Company: SHI International Corp.
Tel. No.: 732-666-8130 Date: 8/3/18
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 conformance 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:

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

Representative’s Name/Title (Print): John Oese, Lead Vendor Contract Specialist
Representative’s Signature: John Oese
Name of Company: SHI International Corp.
Tel. No.: 732-564-8130 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.: 732-584-8130
Contact Name: John Minnella

Please check applicable category:

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

Definitions

Minority Business Enterprise

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

African American: a person having origins in any of the black racial groups of Africa
Hispanic: a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.
Asian: a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.
American Indian or Alaskan Native: a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

Woman Business Enterprise

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

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

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

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

Business Name: SHI International Corp.

Address: 290 Davidson Avenue, Somerset, NJ 08873-4145

Telephone No.: 732-564-8486

Contact Name: Nirav Patel

Please check applicable category:

- [X] Minority Owned Business (MBE)
- [X] Minority & Woman Owned Business (MWBE)
- [X] 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

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

Certification 15505

FORD M. SCUDDER
State Treasurer
RESOLUTION AUTHORIZING THE CITY OF JERSEY CITY TO EXECUTE A DEVELOPER'S AGREEMENT WITH GRAND LHN III LLC IN CONNECTION WITH THE CONSTRUCTION OF IMPROVEMENTS AT A PARK LOCATED AT BLOCK 15906, LOT 11 AT THE CORNER OF SUSSEX STREET AND AN EXTENSION OF GROVE STREET TO BE CONSTRUCTED

COUNCIL, offered and moved

adoption of the following resolution:

WHEREAS, Grand LHN III LLC formerly known as Grand LHN III Urban Renewal LLC ("Developer") obtained preliminary and final major site plan approval with a deviation from the Planning Board of the City of Jersey City on May 15, 2012, as set forth in City Planning Resolution No. P12-015, as well as administrative amendments to preliminary and final site plan approval dated July 23, 2013 and September 9, 2014 ("Site Plan Approval"); and

WHEREAS, the Developer is constructing a forty-five (45) story, mixed-use development containing five hundred and forty-nine (549) dwelling units and ground floor retail uses at 235 Grand Street, Jersey City, New Jersey also known as Block 15906, Lot 3 on the Official Tax Map of the City of Jersey City ("Project"); and

WHEREAS, in connection with the Developer’s Project, the Developer agreed to make certain improvements to an existing park located at Block 15906, Lot 11 ("Park") owned by the City of Jersey City ("City") and located at the corner of Sussex Street and an extension of Grove Street to be constructed and dedicated as a public right-of-way; and

WHEREAS, the parties desire to enter into a Developer’s Agreement for the purpose of memorializing the responsibilities of each party relative to the Park improvements; and

WHEREAS, the City is authorized to execute a Developer’s Agreement pursuant to N.J.S.A. 40A:12A-1 et seq.

NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of the City of Jersey City that subject to such modification as may be deemed necessary or appropriate by Corporation Counsel, the Mayor or Business Administrator is authorized to execute the Developer’s Agreement attached hereto.

Recorder: R. Lavarro, Jr., President of Council

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

[Signatures]

Robert Byrne, City Clerk

[City Logo]
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 EXECUTE A DEVELOPER'S AGREEMENT WITH GRAND LHN III LLC IN CONNECTION WITH THE CONSTRUCTION OF IMPROVEMENTS AT A PARK LOCATED AT BLOCK 15906, LOT 11 AT THE CORNER OF SUSSEX STREET AND AN EXTENSION OF GROVE STREET TO BE CONSTRUCTED

Project Manager

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<td>HEDC</td>
<td>Tanya Marione</td>
<td>547-5080, <a href="mailto:tanym@jjcnj.org">tanym@jjcnj.org</a></td>
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<tr>
<td></td>
<td>Matt Ward</td>
<td>547-5883, <a href="mailto:mward@jjcnj.org">mward@jjcnj.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
Grand LHN III LLC (“Developer”) obtained preliminary and final major site plan approval with a deviation from the Planning Board on May 15, 2012. The Developer is constructing a 45 story, mixed-use development containing five hundred and forty-nine (549) dwelling units and ground floor retail uses at 235 Grand Street, a/k/a as Block 15906, Lot 3 on the Tax Map. In connection with the Developer’s Project, the Developer agreed to make certain improvements to an existing park located at Block 15906, Lot 11 (“Park”) owned by the City and located at the corner of Sussex Street and an extension of Grove Street to be constructed and dedicated as a public right-of-way. The parties desire to enter into a Developer’s Agreement for the purpose of memorializing the responsibilities of each party relative to the Park improvements.

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

| Not Applicable         | Nine months |

Type of award
Not Applicable

If “Other Exception”, enter type

Additional Information

I certify that all the facts presented herein are accurate.

Signature of Department Director Date
DEVELOPER’S AGREEMENT

THIS AGREEMENT made on this ___ day of __________, 2019, by and between GRAND LHN III LLC, formerly known as Grand LHN III Urban Renewal LLC, a New Jersey limited liability company (the “Developer”), and the CITY OF JERSEY CITY (the “City”); 

WHEREAS, Developer obtained preliminary and final major site plan approval with a deviation from the Planning Board of the City of Jersey City on May 15, 2012, as set forth in City Planning Resolution No. P12-015, as well as administrative amendments to preliminary and final site plan approval dated July 23, 2013 and September 9, 2014 (the “Site Plan Approval”); and

WHEREAS, in connection with the Site Plan Approval, Developer agreed to make certain improvements to an existing park owned by the City located at the corner of Sussex Street and an extension of Grove Street to be constructed and dedicated as a public right-of-way, Block 15906, Lot 11, in the City of Jersey City, New Jersey (the “Park”); and

WHEREAS, the parties hereto desire to enter into this Agreement for the purpose of memorializing the responsibilities of each relative to the Park improvements.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. The above Whereas Clauses are incorporated herein as findings of fact.

2. The City hereby grants Developer an exclusive license and right of possession in and to the Park for the period (the “License Period”) from the Commencement Date (as hereinafter defined) through and including the Acceptance Date (as hereinafter defined) to construct the improvements to the Park substantially in accordance with the approved site plan, specifically the Streetscape Plan and the Streetscape Planting Plan, Sheets L-101 and L-102 prepared by Melillo + Bauer Associates originally dated March 5, 2012 and revised to August 26, 2014 (the “Plans,” attached hereto as Exhibit “A”) and as may be amended by the Developer after approval of the amendments by the Jersey City Planning Board. Accordingly, Developer shall have full and exclusive access to, and use of, the Park during the License Period in order to make such improvements.

3. The Developer shall construct the improvements shown on Exhibit “A” at its sole cost and expense. Work shall begin no later than thirty (30) days after the execution date of this Developer’s Agreement by the City and be completed within 9 months, but in no event later than the Developer’s receipt of a permanent certificate of occupancy for the mixed-use tower (excluding retail) that the Developer is constructing at 235 Grand
Street, Jersey City, New Jersey. The City shall install appropriate signage closing the Park to public use during the License Period within 5 days of notification from the Developer to the City that the Developer intends to begin undertaking the improvements to the Park. (the “Commencement Date”). The license shall expire on the date that the City’s Division of Architecture approves the improvements (the “Acceptance Date”).

4. Prior to the Commencement Date, Developer shall provide a performance bond or other financial assurance reasonably acceptable to the City in the amount of $1,564,325.00 covering the completion of the Park and the other public improvements substantially accordance with the Site Plan Approval.

5. The Developer shall not be responsible for any operations or maintenance of the Park prior to the Commencement Date and after the Acceptance Date. The Developer shall indemnify, defend and hold harmless the City, its employees, officers and agents from and against all claims, damages, losses, suits, actions, judgments, costs and expenses of whatsoever kind or nature, including personal injury and property damage, arising out of or in connection with the construction of the improvements during the License Period other than liability arising out of the sole negligence or intentional or wanton or willful acts of the City. The Developer's liability under this Developer’s Agreement shall continue after the termination of it with respect to any liability, loss, expense or damage resulting from acts occurring prior to termination.

6. The Developer and any subcontractors retained by it shall maintain, at their sole cost and expense, standard, basic, comprehensive commercial general liability insurance, workers’ compensation insurance, and employer’s liability insurance to protect against any loss in connection with the Developer’s obligation to construct the improvements. The Developer shall maintain a general liability policy with coverage of a minimum of Two Million ($2,000,000) Dollars, which shall name the City and any officer, employee, or agent of the City as additional insureds.

7. The Developer or any subcontractors retained by it shall maintain, at their sole cost and expense, standard, basic, comprehensive commercial general liability insurance, workers’ compensation insurance, and employer’s liability insurance to protect against loss in connection with the Developer’s obligations pursuant to this Agreement.

9. Notices:

8. All notices, consents, and other communications permitted or required hereunder shall be given in writing and delivered by registered or certified mail, return receipt requested, to the following addresses:

1. To the Developer at:
2. A notice by an attorney for a party shall be treated as a notice by such party.

9. **Governing Law.** This Developer’s Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey.

10. **Entire Agreement.** This Developer’s Agreement contains the entire agreement between the parties relating to the rights and obligations assumed pursuant to this Developer’s Agreement. Any oral representations or modifications concerning this Developer’s Agreement shall be of no force and effect, except for subsequent modifications reduced to writing, signed by the parties hereto and properly recorded.

11. **Headings.** The articles, sections and subsection headings are not to be considered part of this Developer’s Agreement, are included solely for convenience of reference, and are not intended to be full or accurate descriptions of the contents thereof.
12. **Authority.** The persons signing on behalf of the City and the Developer hereby represent and warrant that they are authorized to do so.

13. **Modification.** There shall be no modification of this Developer's Agreement except by written instrument executed by the parties.

14. **Severability.** The invalidity of any covenant, restriction, exception, reservation, limitation or other provision set forth herein shall not impair or affect in any manner the validity, enforceability, or effectiveness of the balance of this conveyance and each covenant, restriction, reservation, exception, condition, limitation, or other provision shall be enforceable to the greatest extent permitted by law. The covenants, restrictions, exceptions, reservations, limitations, and provisions contained herein are covenants only and are not conditions, and the failure of the parties to satisfy any such covenants, restrictions, exceptions, reservations, limitations, or provisions shall not result in a forfeiture or reversion of title.

15. **Indulgences.** The failure of the parties to enforce any covenant, reservation, exception, or restriction, limitation or provision created by this Developer's Agreement shall not be deemed a waiver of the right to enforce the same thereafter as to any breach thereof, nor as to any breach occurring prior or subsequent thereto. Any waiver made by any party to this Developer's Agreement must be duly made in writing in order to be considered a waiver of any other provision thereof unless specifically made in writing as aforementioned.

16. **Bind and Inure Clause.** The covenants, restrictions, exceptions, reservations, or other provisions made in this Developer's Agreement are legally binding on the Developer and all who lawfully succeed to the Developer's rights and responsibilities, including the Developer's successors and assigns.

17. **Effective Date.** The obligations of the parties contained in this Developer's Agreement shall commence on the Commencement Date and terminate on the Acceptance Date.

18. **Recitals.** The recitals set forth above are incorporated herein by reference as if set forth in full.

19. **Counterparts; facsimile signatures; electronic delivery.** This Developer's Agreement may be executed simultaneously in multiple counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one an
IN WITNESS WHEREOF, the Developer and the City have caused this Agreement to be executed and attested, all as of the date first above written.

GRAND LHN III LLC
By: KRE Grand Associates LLC
By: Majic Investment Corp., Manager

By: ______________________________________
Name: Murray Kushner
Title: President

APPLIED LIBERTY HARBOR III L.L.C.
By: Ironstate Holdings LLC, Manager

By: ______________________________________
Name: David Barry
Title: Manager

Witness:

CITY OF JERSEY CITY

By: ______________________________________
Name: Brian Platt
Title: Business Administrator

Name: Robert Byrne
Title: City Clerk

RR
4-2-19
Block '5'
Liberty Harbor North
Jersey City, New Jersey

OWNER / APPLICANT
GRAND HAN W URBAN REDEVELOPMENT LLC
220 US HIGHWAY 22
P.O. BOX 6572
BRIDGEWATER, NJ 08807

8/26/2014 Site Plan Amendments
8/14/2014 Site Plan Amendments
7/8/2013 Amended Preliminary and Final Major Site Plan Submission
4/27/2012 Preliminary and Final Major Site Plan Submission (Per site comments)
3/5/2012 Preliminary and Final Major Site Plan Submission

ARCHITECT
NEW INTERNATIONAL LLC
115 FIFTH AVENUE, 20TH FLOOR
NEW YORK, NY 10010

CIVIL ENGINEER
ROUTE ENGINEERING
AVENTS EDGE PROFESSIONAL BUILDING
3252 HIGHWAY 95, SUITE 303
WALL, NJ 07719
PHONE (732) 521-7133
FAX (732) 521-7346

LANDSCAPE ARCHITECT
MEULLO+BAUER ASSOCIATES
200 UNION AVENUE
BRIWSE, NEW JERSEY 08730
PHONE (732) 528-4644
FAX (732) 528-1077
RESOLUTION RECOGNIZING KOSHAWN CONRAD
FOR HIS ACTS OF BRAVERY DURING THE GATES AVE FIRE ON
APRIL 12TH, 2019

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

WHEREAS, on Friday April 12th, 2019 a fire started in the second floor apartment in the rear of 26 Gates Avenue; and,

WHEREAS, Koshawn Conrad and his girlfriend Felicia Pittiford recently moved to the Gates Avenue building in March. When the fire broke out above them, Koshawn, Felicia and her three year old son were able to quickly escape unharmed; and,

WHEREAS, the Jersey City Fire Department made their way to the scene, fire engulfed the building and made the interior stairs inaccessible; and,

WHEREAS, unable to use the building’s inside stairway, a father and his three children were attempting to escape through a second floor window. Koshawn Conrad, noticing his neighbor’s distress rushed to assist. The father desperate to save his children, threw them to Koshawn, who safely caught them; and,

WHEREAS, Koshawn Conrad ran up to the second floor as the fire continued to spread and broke open an apartment door to allow Tom Terrific, neighbor Sarah Dawson’s pit bull mix, to escape through the front door of the building; and,

WHEREAS, Koshawn Conrad’s quick thinking and selfless acts on that Friday, helped save three young children and one beloved four legged family member.

NOW, THEREFORE, BE IT RESOLVED that the Members of the Jersey City Municipal Council hereby recognize Koshawn Conrad for his incredible bravery in face of danger on that fateful day and thank him for his compassion and lifesaving heroics.

APPROVED: APR 24, 2019

ACCOUNTING OF COUNCIL VOTE ON FINAL PASSAGE 4.24.19

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<th>N.V.</th>
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NYV-Not Voting (Abstain)

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

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