RESOLUTION AUTHORIZING AN EMERGENCY TEMPORARY APPROPRIATION

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 $306,041,793.

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:

   DESCRIPTION:                        ACCOUNT:    FROM:      TO:
   RECREATION O/E                      28-370       $155,000   $300,000
   ARCHITECTURE O/E                    20-104       $9,000      $15,000
   GENERAL & PRIMARY ELECTION         20-121       $0          $100,000
   SANITATION O/E                     28-202       $550,000    $850,000
   TOTAL INCREASE:                    2,351,000

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

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.
RESOLUTION FACT SHEET – NON-CONTRACTUAL
This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING AN EMERGENCY TEMPORARY APPROPRIATION

Initiator

<table>
<thead>
<tr>
<th>Department/Division</th>
<th>ADMINISTRATION</th>
<th>BUDGET</th>
</tr>
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<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@JCNI.ORG">PELCR@JCNI.ORG</a></td>
</tr>
</tbody>
</table>

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

Resolution Purpose

THIS RESOLUTION IS TO INCREASE THE TEMPORARY BUDGET TO COVER OPERATING EXPENSES AS WELL AS INCLUDE NEW GRANTS RECEIVED.

I certify that all the facts presented herein are accurate.

Signature of Department Director: ___________________________ Date: 5/1/2019
RESOLUTION AUTHORIZING AN ACCELERATED TAX SALE

COUNCIL

offered and moved

adoption of the following resolution:

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

WHEREAS, the City of Jersey City held such an accelerated tax sale in 1997 through 2018, which assisted in the City's realization of tax revenue in the year in which it was levied; and

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

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

NOW THEREFORE, BE IT RESOLVED by the Municipal Council of the City of Jersey City, that an accelerated tax sale be conducted for calendar year 2019 to assist in the realization of current taxes in the year in which they are levied.

APPROVED: .......................... .......................... ..........................
Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel

Certification Required  □
Not Required  □

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 5.8.19

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

Robert R. Lavarro, Jr., President of Council

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

Full Title of Ordinance/Resolution
Resolution authorizing an accelerated tax sale

Initiator

<table>
<thead>
<tr>
<th>Department/Division</th>
<th>Administration</th>
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</thead>
<tbody>
<tr>
<td>Name/Title</td>
<td>John Mercer</td>
<td>Assistant Business Administrator</td>
</tr>
<tr>
<td>Phone/email</td>
<td>201-547-4417</td>
<td><a href="mailto:jmercer@jcnj.org">jmercer@jcnj.org</a></td>
</tr>
</tbody>
</table>

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

Resolution Purpose
This resolution permits the City of Jersey City to hold a tax sale prior to the close of the calendar year.

I certify that all the facts presented herein are accurate.

Signature of Department Director __________ Date __________
RESOLUTION (1) INTRODUCING AND APPROVING THE 2019-2020 BUDGET OF THE EXCHANGE PLACE ALLIANCE DISTRICT SPECIAL IMPROVEMENT DISTRICT; (2) DIRECTING THE CITY CLERK TO PUBLICLY ADVERTISE THE BUDGET AND SCHEDULE A PUBLIC HEARING; AND (3) DIRECTING THE TAX ASSESSOR TO PREPARE AN ASSESSMENT ROLL OF PROPERTIES WITHIN THE DISTRICT BASED UPON THE BUDGET

COUNCIL offered and moved adoption of the following Resolution:

WHEREAS, pursuant to N.J.S.A. 40:56-71 et seq., and by the adoption of Ordinance 16-176 the City of Jersey City established the Exchange Place Alliance Special Improvement District (EPASID) to be operated by the Exchange Place Special Improvement District Management Corporation; and

WHEREAS, under N.J.S.A. 40:56-80, the District Management Corporation must prepare an annual budget that includes an estimate of the annual costs of operating the district including:

(1) the costs charged against municipal funds for general street maintenance;

(2) the costs charged against properties within the District in proportion to the benefits conferred by the annual improvements;

(3) costs, if any, to be assessed against properties in the District; and

WHEREAS, upon receipt of the budget, the Municipal Council is required to consider the budget, approve the budget, schedule a public hearing and adopt the budget with such amendments as the governing body considers necessary; and

WHEREAS, upon approval of the budget the Tax Assessor is required to prepare an assessment roll listing the properties to the specially assessed in accordance with the budget and calculate the amount of the assessment to be charged to each property; and

WHEREAS, the District Management Corporation of Exchange Place Alliance Special Improvement District has submitted its 2019-2020 fiscal year budget, July 1, 2019 – June 30, 2020 to the Council, a copy of which is attached hereto as Exhibit A; and

NOW, THEREFORE BE IT RESOLVED, with a majority of the full membership of the Council concurring that:

1. The 2019-2020 fiscal year budget, July 1, 2019 – June 30, 2020 of the Exchange Place Alliance Special Improvement District, attached hereto as Exhibit A, was approved by the Exchange Place Alliance Special Improvement District at its February 19, 2019 meeting;

2. The budget as submitted to the City is hereby retroactively introduced and approved, subject to a public hearing prior to adoption.

3. The Tax Assessor is directed to do the following:
Continuation of Resolution

City Clerk File No. Res. 19-397
Agenda No. 10.3 MAY 08 2019

TITLE:

(a) prepare an assessment roll specifying the amounts specifically assessed against each benefited and assessable property in the District in proportion to the benefit conferred, based upon the approved budget in accordance with the procedures prescribed in N.J.S.A. 40:56-80(c). Such assessment roll shall include a description of each property and the names of the owners; and

(b) file the assessment roll in the Office of the City Clerk to be available for public inspection.

4. The City Clerk is directed to do the following:

(a) schedule a public hearing on the budget and the amount of the assessments not less than 28 days from the date of this Resolution;

(b) at least 10 days prior to the date of the hearing public: (i) a notice setting the time and place of the public hearing on the budget and amounts of the special assessments; and (ii) a copy of the entire budget in a newspaper of general circulation;

(c) at least 10 days prior to the date the notice is published, send a copy of the notice of public hearing to the named owners of each property proposed to be assessed; and

(d) at least 10 days before the date of the scheduled hearing:

(i) post a complete copy of the approved budget in City Hall in the customary location for posting public notices;

(ii) post a complete copy of the assessment roll in City Hall in the customary location for posting public notices; and

(iii) make available a copy of the budget to any person requesting it up to and including the date of the public hearing.

5. Upon approval of the assessment roll with any changes approved by the Council, the City Clerk shall immediately certify a copy of the assessment roll to the County Tax Board to be effective as of July 1, 2019.

APPROVED: 

APPROVED AS TO LEGAL FORM

APPROVED: 

Business Administrator

Corporation Counsel

Certification Required ☐
Not Required ☐

APPROVED: 5-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 5.8.19

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

Rafael R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk
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</tr>
</tbody>
</table>
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 (1) INTRODUCING AND APPROVING THE 2019-2020 BUDGET OF THE EXCHANGE PLACE ALLIANCE DISTRICT SPECIAL IMPROVEMENT DISTRICT; (2) DIRECTING THE CITY CLERK TO PUBLICLY ADVERTISE THE BUDGET AND SCHEDULE A PUBLIC HEARING; AND (3) DIRECTING THE TAX ASSESSOR TO PREPARE AN ASSESSMENT ROLL OF PROPERTIES WITHIN THE DISTRICT BASED UPON THE BUDGET

Initiator

<table>
<thead>
<tr>
<th>Department/Division</th>
<th>Office of the City Clerk</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name/Title</td>
<td>Robert Byrne</td>
</tr>
<tr>
<td>Phone/email</td>
<td><a href="mailto:rbyrne@jcnj.org">rbyrne@jcnj.org</a></td>
</tr>
<tr>
<td></td>
<td>201 547-5149</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
INTRODUCING 2019-2020 BUDGET FOR THE EXCHANGE PLACE ALLIANCE SPECIAL IMPROVEMENT DISTRICT.

I certify that all the facts presented herein are accurate.

Signature of Department Director

Date
RESOLUTION DESIGNATING MAY 17, 2019 AS ENDANGERED SPECIES DAY

COUNCIL

offered and moved adoption of the following Resolution:

WHEREAS, the Endangered Species Act of 1973, 16 U.S.C. § 1531 et seq, provides a program for the conservation of threatened and endangered plants and animals and the habitats in which they are found; and

WHEREAS, the Endangered Species Act has successfully prevented the extinction of numerous types of plants and animals, as well as enabled the recovery of endangered and threatened species; and

WHEREAS, on May 17, 2019, the U.S. Fish and Wildlife Service observes Endangered Species Day in order to recognize the national conservation efforts to protect our nation's endangered species and their habitats; and

WHEREAS, the City of Jersey City recognizes the importance of bringing attention to the accomplishments of the Endangered Species Act, as well as the actions the community can take to further protect endangered or threatened species and their habitats; and

WHEREAS, the City of Jersey City is proud to take part in the celebration of Endangered Species Day.

NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of the City of Jersey City that May 17, 2019 is hereby designated as Endangered Species Day and encourages the community to observe this day with appropriate programs, ceremonies and activities.

Approved: 04/29/19

COUNCILPERSON
RIDLEY
PRINZ-AREY
BOGGIANO

AYE
✓
✓
✓

NAY

N.V.

COUNCILPERSON
YUN
SOLOMON
ROBINSON

AYE

NAY

N.V.

COUNCILPERSON
A.BSENT

N.V.-Not Voting (Abstain)

Record of Council Vote on Final Passage 5.8.19

Approved by: Rolando R. Rizzuto, Jr., President of Council

Approved As to Legal Form by: 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 DESIGNATING MAY 17, 2019 AS ENDANGERED SPECIES DAY

Initiator

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<th>Department/Division</th>
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<tr>
<td>Name/Title</td>
<td>Council President Rolando Lavarro, Jr.</td>
</tr>
<tr>
<td>Phone/email</td>
<td>(201) 547-5268 <a href="mailto:RLavaro@jcnj.org">RLavaro@jcnj.org</a></td>
</tr>
</tbody>
</table>

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

Resolution Purpose

The purpose of this resolution is to designate May 17, 2019 as Endangered Species Day.

I certify that all the facts presented herein are accurate.

[Signature of Council Member] [Date] 5/1/2019
RESOLUTION CONGRATULATING CLAUDE LEWIS FOR BEING NAMED "CHOPPED CHAMPION" ON FOOD NETWORK'S CHOPPED

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

WHEREAS, Claude Lewis was born and raised in Jersey City. Claude’s parents Claudette & Ethan Lewis immigrated to the United States from Antigua in 1980 and landed in Jersey City. They soon had a growing family with 2 sons, Claude and Eagan and one daughter, Claudia; and,

WHEREAS, Claude Lewis attended Nicholas Copernicus, PS #25 and was accepted into College Prep program at Hudson Catholic where he was planning to pursue art after graduating; and,

WHEREAS, after High School, Claude Lewis moved to Florida to attend an art institute. To make ends meet, Claude worked part time mostly in kitchens, where his passion for art took a back seat to his culinary aspirations as he began learning his craft for creating meals; and,

WHEREAS, over the past 10 years Claude Lewis’ life changed significantly. A few years ago, Claude battled health issues but with the support of his guardian angel Andrea, whom he married in 2018, and his family and friends, Claude bounced back and started work as a chef at Porta, when it opened in Jersey City in 2014; and,

WHEREAS, with his wife Andrea’s encouragement and assistance, Claude Lewis applied for and got accepted to Food Network’s reality based cooking competition, Chopped in 2018. On March 12th, 2019 Claude's episode aired and he was declared the Chopped Champion, with winning dishes such as a Gefiltefish stew, curried and seared pork loin, and rice pudding with a currant and cherry compote; and

WHEREAS, Claude Lewis plans to stay in Jersey City and open his own Caribbean inspired restaurant, Freetown, later this year. Claude claims that he is "definitely a product of what can happen when you don't give up on your City".

NOW, THEREFORE, BE IT RESOLVED that the Members of the Jersey City Municipal Council hereby congratulate Claude Lewis on his outstanding win on Chopped and thank Claude for not giving up on his City and for making all of Jersey City proud.

APPROVED: _________________________________  APPROVED AS TO LEGAL FORM __________________________________________

Business Administrator  Corporation Counsel

Certification Required   □
Not Required   □

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 5-8-19

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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.

Rolando J. Lavarro, Jr., President of Council  Robert Byrow, City Clerk
RESOLUTION HONORING MARIO GURON FLORES
ON THE OCCASION OF HIS RETIREMENT

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

WHEREAS, the City of Jersey City is proud to recognize Mario Guron Flores on the occasion of his retirement; and,

WHEREAS, Mario Guron Flores was born on September 10, 1947 in the Philippines. He was lovingly raised by his parents Eulalio and Patricia Flores; and,

WHEREAS, Mario Guron Flores received an Engineer's Degree in Mechanical Engineering from FEATI University in Manila, Philippines; and,

WHEREAS, Mario Guron Flores after graduating from the University worked in the Power Plant Construction as Mechanical Engineer; and,

WHEREAS, Mario made his way to the United States in August of 1973 and started his civic career in The Engineering Company as a Designer Consultant; and,

WHEREAS, Mario continued his civic career in the City of Jersey City in October of 2003 as an Assistant Engineer in the Division of Engineering, Traffic and Transportation; and,

WHEREAS, Mario Guron Flores retired from the City of Jersey City on May 1st after sixteen (16) years of dedicated service; and,

WHEREAS, Mario plans to enjoy his retirement with his wife Carmen Flores and granddaughter, Peyton-Grace, born to his son Christopher who works at Ameritrade and grandson Nathaniel, born to his daughter Rosemarie who works at Rutgers.

NOW, THEREFORE, BE IT RESOLVED that the Municipal Council of the City of Jersey City does hereby commend Mario Guron Flores on this momentous occasion of his retirement. We are grateful for his many years of public service and wish him a happy and healthy retirement.

APPROVED: _______________________________
Business Administrator

CERTIFICATION

APPROVED AS TO LEGAL FORM

Not Required

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 5.8.19

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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.

Robert R. Lavarrro, Jr., President of Council

Robert Byrne, City Clerk
RESOLUTION RECOGNIZING ROMULO M. LUZ
GRAND MARSHAL OF THE 2019 PAFCOM PARADE & FESTIVAL

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

WHEREAS, the Philippine-American Friendship Committee (PAFCOM) formed and began its operations in Jersey City in 1990; and

WHEREAS, annually PAFCOM has organized a parade and festival promoting Filipino culture and its people, drawing thousands to the streets of Jersey City each year. The celebration promotes diversity and inclusion, contributing to Jersey City's growth and prominence; and

WHEREAS; this year, the Grand Marshal of the 29th Annual PAFCOM Parade & Festival is Romulo M. Luz; and,

WHEREAS, Romulo M. Luz, a civil engineer with a degree from Adamson University in Manila, is currently the President & CEO of both RML Construction Inc and Saint Raphael Realty Development Corp; and,

WHEREAS, Romulo M. Luz is actively involved in giving back to the Philippine-American community here in Jersey City and the State of New Jersey and does so by serving on the Knights of Rizal Board of Trustees and on the Board of Directors of Maharajah USA Inc; and,

WHEREAS, Romulo M. Luz is proud to serve as this year's Grand Marshal and says "This is not about me, this is about the community and the men and women of PAFCOM who tirelessly work hard for its betterment"; and,

WHEREAS, PAFCOM's annual gala celebration to bring all of its members and supporters together to acknowledge the hard work and achievements of the organization will be held on April 28th at the Marriott Liberty International Airport Hotel in Newark.

NOW, THEREFORE, BE IT RESOLVED that the Municipal Council of the City of Jersey City hereby recognizes and congratulates Romulo M. Luz as the 2019 PAFCOM Parade & Festival Grand Marshal and sincerely wishes him the best
RESOLUTION RECOGNIZING SHERRY SINGH
FOR HER PASSIONATE AND TIRELESS ADVOCACY FOR
AUTISM AWARENESS

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

WHEREAS, April is Autism Awareness Month and around the world communities get together to promote autism awareness, autism acceptance and to draw attention to the tens of thousands of families facing an autism diagnosis this year; and,

WHEREAS, Sherry Singh, mother of three, found out firsthand about autism when her son Ravinder, also known as Ravi, was diagnosed with autism at a young age. A young mother herself at the time, Sherry fought through the difficulties with strength and perseverance and started up her own business, Smile Preschool & Smile Nursery; and,

WHEREAS, Sherry Singh officially opened Smile Preschool in 1997 on First Street with a goal of educating the community on autism and accommodating other families with special needs children. Sherry’s son Ravi is her “smiling angel” and the inspiration for the school’s name; and,

WHEREAS, Sherry Singh for the past few years has sponsored month long activities during April to bring awareness to autism and most recently decided to create a non-profit organization, Colors of Autism, to continue her fight; and

WHEREAS, Sherry Singh with sponsorship from the Historic Downtown Special Improvement District will host the culmination of their month long advocacy with a fundraiser on April 18th, 2019 at The Ashford; and,

WHEREAS, Sherry Singh’s daughter Pinky, sons Ravi and Ray, and her husband, Surinder, are extremely proud of all Sherry has done for autism awareness in Jersey City and are excited to celebrate with her at the Colors of Autism annual fundraiser.

NOW, THEREFORE, BE IT RESOLVED that the Members of the Jersey City Municipal Council hereby honor Sherry Singh for her dedication to families in need as an autism advocate and bringing autism awareness to the forefront here in Jersey City.

APPROVED: ________________  APPROVED AS TO LEGAL FORM
__________________________
Business Administrator

Certification Required ☐ Not Required ☐

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 5.8.19

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N.V.-Not Voting (Abstain)

Indicates Vote

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

__________________________
Roberto Lavarrro, Jr., President of Council

__________________________
Robert Byrnes, City Clerk
RESOLUTION HONORING THE 80TH ANNIVERSARY
NORTH JERSEY ALUMNAE CHAPTER KAPPA SIGMA
CHAPTER OF THE DELTA SIGMA THETA SORORITY

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

WHEREAS, the Delta Sigma Theta Sorority was founded in 1913 by twenty-two collegiate women at Howard University who wanted to establish a national organization that would address higher purposes such as social activism and greater public service; and,

WHEREAS, on June 11, 1939, 14 women established the first chapter of Delta Sigma Theta Sorority, Inc. in the state of New Jersey — the North Jersey Alumnae Chapter. The chapter immediately dedicated itself to actively promoting full civil rights for all U.S. citizens with a focus on the African-American community; and,

WHEREAS, the North Jersey Alumnae Chapter's (NJAC) quickly put their creed, "the right to learn and the right to an education" into action. In the 1930s, people of color were discouraged from using public libraries so NJAC brought the library to the Black population in the inner cities by creating a mobile unit of library items; and,

WHEREAS, over the years, the North Jersey Alumnae Chapter's civic activism has conducted voter registration drives, partnered with the Boys & Girls Clubs of Hudson County, worked on empowering teens and exposing them to new experiences and educational opportunities, awarded over $1 million dollars in scholarships, and raised thousands of dollars for the American Cancer Society and for the Donna T. Darien Foundation for Sickle Cell Anemia; and,

WHEREAS, the North Jersey Alumnae Chapter has grown significantly since those first 14 women and currently has over 260 dedicated and passionate members emulating the ideals set forth by their Founders back in 1939. To honor their 80th Anniversary, members will celebrate at a formal gala held in West Orange on June 14th, 2019.

NOW, THEREFORE, BE IT RESOLVED by the Members of the Jersey City Municipal Council that we hereby congratulate the North Jersey Alumnae Chapter of the Delta Sigma Theta Sorority on their 80th Anniversary and wish them continued success in their altruistic endeavors with the communities in Essex, Hudson & Union Counties in the State of New Jersey.
Resolution honoring Evelyn Padin

WHEREAS, Evelyn Padin has over 25 years of legal experience and is the Senior Managing Partner of the Law Offices of Evelyn Padin located in Jersey City, NJ. Her areas of practice are Family Law and Civil Personal Injury litigation. She is admitted to practice before the NJ Superior Court, US Federal District Court 3rd Circuit and the US Supreme Court; and

WHEREAS, Evelyn is the President-Elect of the New Jersey State Bar Association. She has serves as Vice President of the Carevel Foundation whose mission is to educate and empower underrepresented members in our community, and

WHEREAS, she is the former Trustee to the Hispanic Bar Association of New Jersey and previously served on the board of New Jersey Women Lawyers. She also sat on the Board of Governors to the New Jersey Association for Justice and is a Trustee of the Hudson County Bar Association; and

WHEREAS, she currently sits on the New Jersey State Bar Association, Meeting, Arrangements & Planning Committee, the Finance Committee, the Long Term Planning Committee, and has previously been on the Nominating Committee. She also previously served as Co-Chair of the Diversity Committee. She is a member of the Women in the Law Section of the New Jersey State Bar Association.

NOW, THEREFORE, BE IT RESOLVED by the Members of the Jersey City Municipal Council do hereby honors Evelyn Padin in becoming the first Latina Woman President of the New Jersey State Bar Association.

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

Reilando R. Lavano, Jr., President of Council

Robert Byrne, City Clerk
RESOLUTION ESTABLISHING AN AD HOC COMMITTEE TO INVESTIGATE AND REPORT ON THE EFFECTIVENESS OF CHAPTER 260 OF THE JERSEY CITY MUNICIPAL CODE (RENT CONTROL) AND PROPOSE AMENDMENTS TO CHAPTER 260

COUNCIL offered and moved adoption of the following Resolution:

WHEREAS, Chapter 260 of the Jersey City Municipal Code (the "Rent Control Ordinance") establishes certain restrictions and regulations on landlords renting property within Jersey City (the "City"), including but not limited to limiting the amounts of rent that can be charged and the amounts that rent can be increased in any year and reporting requirements; and

WHEREAS, it is believed that many landlords are failing to comply with the City's Rent Control Ordinance and evading the City's rent regulations; and

WHEREAS, it has become increasingly difficult for many tenants to afford to continue residing in their homes due to their landlord's noncompliance with the City's Rent Control Ordinance; and

WHEREAS, it is further believed that many tenants are unaware of their rights in rent-controlled units; and

WHEREAS, a study of the Rent Control Ordinance is needed to determine how the City can best enforce the current regulations, as well as amend Chapter 260 to better protect tenants in the City; and

WHEREAS, pursuant to N.J.S.A 40:69A-37.1, the Municipal Council of the City of Jersey City by a majority of the whole Council, may designate any number of its members as an ad hoc committee to investigate any matter and to report to the Council, provided the Committee is of limited duration and concerns itself only with issues within its jurisdiction; and

WHEREAS, the Council has determined that it will form an ad hoc committee of (5 of members) of its members to investigate the effectiveness of Chapter 260 of the Municipal Code, as currently written, and make findings, propose amendments to Chapter 260, and report on the matter to the Municipal Council; and

NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of the City of Jersey City that: Pursuant to N.J.S.A 40A:69A-37.1, the Municipal Council of the City of Jersey City hereby establishes an ad hoc committee to consist of the following members to investigate and report on the effectiveness of Chapter 260 of the Municipal Code throughout Jersey City and to make findings, propose amendments, and report on the matter to the Municipal Council as a whole, no later than 90 days from the date hereof:
TITLE: RESOLUTION ESTABLISHING AN AD HOC COMMITTEE TO INVESTIGATE AND REPORT ON THE EFFECTIVENESS OF CHAPTER 260 OF THE JERSEY CITY MUNICIPAL CODE (RENT CONTROL) AND PROPOSE AMENDMENTS TO CHAPTER 260

1. Council President Rolando Lavarro
2. Councilwoman At-Large Joyce Watterman
3. Ward B Councilwoman Mira Prinz-Arey
4. Ward D Councilman Michael Yun
5. Ward E Councilman James Solomon

05/01/19

APPROVED: 8-0

N.V.-Not Voting (Abstain)
**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 ESTABLISHING AN AD HOC COMMITTEE TO INVESTIGATE AND REPORT ON THE EFFECTIVENESS OF CHAPTER 260 OF THE JERSEY CITY MUNICIPAL CODE (RENT CONTROL) AND PROPOSE AMENDMENTS TO CHAPTER 260 |

### Initiator

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<tr>
<td>Name/Title</td>
<td>James Solomon</td>
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<td>201-547-5315</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

Establishes an ad hoc committee to investigate and report on the effectiveness of Chapter 260 of the Municipal Code throughout Jersey City and to make findings, propose amendments, and report on the matter to the Municipal Council as a whole, no later than 90 days from the creation of the committee.

I certify that all the facts presented herein are accurate.

Name/Title          | James Solomon  |
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Signature of Department Director          Date
RESOLUTION APPOINTING JOYCE E. WATTERMAN AS THE COUNCIL MEMBER OF THE SEARCH COMMITTEE TO SELECT A FIRM TO CONDUCT A SEARCH FOR AN EXECUTIVE DIRECTOR FOR THE JERSEY CITY FREE PUBLIC LIBRARY

COUNCIL
OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, the Honorable Steven M. Fulop, Mayor of the City of Jersey City, has advised the Municipal Council by letter dated May 1, 2019, that he has appointed Joyce E. Watterman of 269 Seaview Avenue, Jersey City, New Jersey 07305 as the Council Member of the Search Committee to select a firm to conduct a search for an executive director for the Jersey City Free Public Library. Ms. Watterman’s term will commence immediately upon adoption of this resolution and expire once a firm is chosen.

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City, that the appointment of Joyce E. Watterman as the Council Member of the Search Committee to select a firm to conduct a search for an executive director for the Jersey City Free Public Library for the above-mentioned term is hereby advised and consented to pursuant to law.

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

Record of Council Vote on Final Passage

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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 V. Lavano, Jr., President of Council

Robert Byrne, City Clerk
May 1, 2019

President and Members of the Municipal Council
City of Jersey City
280 Grove Street
Jersey City, New Jersey 07302

Dear Council President and Members:

Kindly be advised that I have appointed Joyce E. Watterman of 269 Seaview Avenue, Jersey City, New Jersey, 07305 to serve as the Council Member of the Search Committee to select a firm to conduct a search for an executive director for the Jersey City Free Public Library. Ms. Watterman’s term will commence upon the adoption of a resolution and expire once a firm is chosen.

Sincerely,

Steven M. Fulop
Mayor

C: Peter J. Baker, Corporation Counsel
   Brian D. Platt, Business Administrator
   Robert Byrne, City Clerk
   Priscilla Gardner, Director, Jersey City Free Public Library
   Allison N. Solowsky, Deputy Chief of Staff
   Nancy Warlikowski, Mayor’s Office
   Joyce E. Watterman
RESOLUTION APPOINTING GILLIAN SARJEANT-ALLEN AS A COMMUNITY MEMBER OF THE SEARCH COMMITTEE TO SELECT A FIRM TO CONDUCT A SEARCH FOR AN EXECUTIVE DIRECTOR FOR THE JERSEY CITY FREE PUBLIC LIBRARY

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, the Honorable Steven M. Fulop, Mayor of the City of Jersey City, has advised the Municipal Council by letter dated May 1, 2019, that he has appointed Gillian Sarjeant-Allen of 133 Stevens Avenue, Jersey City, New Jersey 07305 as a Community Member of the Search Committee to select a firm to conduct a search for an executive director for the Jersey City Free Public Library. Mrs. Allen's term will commence immediately upon adoption of this resolution and expire once a firm is chosen.

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City, that the appointment of Gillian Sarjeant-Allen as a Community Member of the Search Committee to select a firm to conduct a search for an executive director for the Jersey City Free Public Library for the above-mentioned term is hereby advised and consented to pursuant to law.

Approved:

APPROVED: [Signature]

Business Administrator

Corporation Counsel

Certification Required □

Not Required □

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 5.8.19

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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.

Rolando E. Laverne, Jr., President of Council

Robert Byrne, City Clerk
GILLIAN SARJEANT-ALLEN
133 Stevens Avenue
Jersey City, NJ 07305
Cell: 201.744.1919 | E-mail: collectivesolutionscoop@gmail.com

PROFESSIONAL PROFILE

- Dynamic leader committed to effecting positive change in communities and organizations through the power of collaboration.
- Dedicated community advocate with a proven track record of creating access to food, crime reduction, health care access, real estate development, and environmental justice.
- Demonstrated expertise in community engagement, compliance management, program development & administration, public policy, mediation, leadership recruitment & development.

EXPERIENCE

Garden State Episcopal Community Development Corporation
Community Development Manager
Jersey City, NJ
10/15 - Present

- I Love Greenville Community Plan (GCP)
  - Secured over $2 million dollars in New Jersey public funding to support programming for 8 nonprofits serving residents in low-resourced neighborhoods
  - Develop policies and procedures to execute GCP target area neighborhood revitalization initiatives
  - Construct and manage an outreach plan to engage residents on multiple platforms
  - Cultivate relationships with stakeholders including Steering Committee members, zone representatives, officers and advisory members.
  - Develop and implement a volunteer management plan for GCP initiatives

- Affordable Housing Development
  - Support Director of Housing and Community Development with promotion and sales of available homeownership units and those in development pipeline.
  - Manage tax exemption process community garden owned by Garden State Episcopal CDC

Jersey City Department of Health & Human Services
Healthy Food Access Program Coordinator
Jersey City, NJ
10/13 - 10/15

- Cooking Matters at the Store (CMATS)
  - 45% increased WIC program participation
  - Executed year-round healthy shopping tours for 35 local non-profit groups at 3 Jersey City supermarkets.
  - Provided basic nutrition education for approximately 3,500 Jersey City adults and Women Infant Children (WIC) program participants over a 18 month period.
  - Developed CMATS volunteer management program trained and dispatched 43 CMATS volunteer shopping tour leaders
  - Created and implemented CMATS Pop Up Shop Station for execution healthy shopping presentations in areas of Jersey City with low access to supermarkets.

Resources Department
Jersey City, NJ
Chief Clerk
8/10 - 10/13

- Chief liaison between employees and County and State governments regarding pensions, workers compensation, disability, leaves of absence, benefits and retirement matters, and union contracts.
- Assured office compliance with County and State laws by preparing and submitting critical reports correctly and on time.
- Developed and implemented employee trainings to ensure knowledge of relevant employment rules and regulations.
- Maintained and updated all personnel records; prepared and processed payroll, including overtime and retroactive salary, for 300 employees.
Jersey City Food Co-op Initiative

**Founding President**

- Developed strategy to build a member-owned grocery store, increasing access to affordable, local food to residents of Jersey City.
- Solicited, cultivated, and maintained relationships with individuals, community leaders, and other community organizations to further the JCFC mission.
- Successfully obtained $85,000 grant from the USDA to execute the JCFC Mobile Market program to increase availability of affordable, fresh local produce in low-income sections of Jersey City.

Jersey City Department of Health & Human Services

**Assistant Program Coordinator**

- Co-managed a 15-25 person staff for Jersey City’s Summer Food Program for Children.
- Developed and implemented staff training on New Jersey Department of Agriculture regulations and procedures.
- Achieved complete financial reimbursement for the City of Jersey City by accurately documenting over 24,000 meals.
- Deployed and supervised staff, ensuring efficient operations and quality food at 70 sites throughout Jersey City.
- Ensured program compliance by maintaining required records and auditing sites to make sure they met Department of Agriculture regulations.

COMMUNITY ACTIVITIES

- Randolph Avenue Block Association — *Member* 2003 – 2016
- GRACO Neighborhood Association — *Board President* 2007 – 2008
- Barrow Mansion Development Corporation — *Board Member* 2014 – 2015
- Jersey City Rotary Club — *Member* 2015 – 2018
- National Action Network Women’s Luncheon — *Planning Committee Member* 2017
- Black Wall Street Jersey City Networking Association — *Board President & Member* 2017 – Present
- Jersey City Golden Door Club — *Charter Member* 2019 – Present

EDUCATION

- **New Jersey Institute of Technology**
  - *Certified Creative Placemaker Program* Newark, NJ 2018
- **Rutgers University**
  - *Certified Public Managers Program* New Brunswick, NJ 2013
  - Coursework in Public Sector Management Development
  - Thesis: The Hudson County Prosecutor’s Office Community Outreach Program – Internal and External Benefits
- **New Jersey City University**
  - *Psychology* Jersey City, NJ 2004 – 2007

SKILLS

- Microsoft Word, Excel, PowerPoint, Outlook and PeopleSoft
President and Members of the Municipal Council  
City of Jersey City  
280 Grove Street  
Jersey City, New Jersey 07302  

Dear Council President and Members:

Kindly be advised that I have appointed Gillian Sarjeant-Allen of 133 Stevens Avenue, Jersey City, New Jersey, 07305 to serve as a Community Member of the Search Committee to select a firm to conduct a search for an executive director for the Jersey City Free Public Library. Mrs. Allen’s term will commence upon the adoption of a resolution and expire once a firm is chosen.

Sincerely,

Steven M. Fulop  
Mayor

C: Peter J. Baker, Corporation Counsel  
Brian D. Platt, Business Administrator  
Robert Byrne, City Clerk  
Priscilla Gardner, Director, Jersey City Free Public Library  
Allison N. Solowsky, Deputy Chief of Staff  
Nancy Warlikowski, Mayor’s Office  
Gillian Sarjeant-Allen
RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF
JERSEY CITY AUTHORIZING THE RECOMMENDATION OF
TYLER NEASLONEY TO BE A BOARD MEMBER OF THE LIBERTY
HUMANE SOCIETY, INC.

COUNCIL

Approved and Moved for Adoption the Following Resolution:

WHEREAS, the city of Jersey City ("City") desires to support the Liberty Humane Society, Inc. ("LHS") in its
mission of caring for the animals and people of Jersey City; and,

WHEREAS, pursuant to the City’s animal impoundment contract with LHS, the City has agreed to recommend
two appointments to the Board of Directors of LHS, one recommended by the Municipal Council and one
recommended by the Mayor, with the appointed board members having all the rights and privileges of board
members, including the right to vote on issues before the board; and,

WHEREAS, Tyler Neasloney has shown a love of animals and concern for their wellbeing, and has adopted a
cat and a dog as rescue animals.

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

1. Recommends the appointment of Tyler Neasloney to be a Director of the Liberty Humane Society; and

2. The City Clerk communicate this resolution to the Board of Directors of the Liberty Humane Society for
their consideration and action.

APPROVED: "ROBERT BYRNE, CITY CLERK"
APPROVED AS TO LEGAL FORM

APPROVED: "BUSINESS ADMINISTRATOR"
Corporation Counsel

Certification Required ☐
Not Required ☐

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 5.8.19

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<tr>
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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.

ROBERT BYRNE, CITY CLERK

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 OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY
AUTHORIZING THE RECOMMENDATION OF TYLER NEASLONEY TO BE A BOARD
MEMBER OF THE LIBERTY HUMANE SOCIETY, INC.

Initiator

<table>
<thead>
<tr>
<th>Department/Division</th>
<th>Name/Title</th>
<th>Phone/email</th>
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<tbody>
<tr>
<td>Health &amp; Human Services</td>
<td>Stacey Flanagan</td>
<td>(201) 547-6560</td>
</tr>
<tr>
<td></td>
<td>Director</td>
<td><a href="mailto:SFlanagan@jcni.org">SFlanagan@jcni.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

This is a resolution appointing Tyler Neaslonely to the Board of Directors of Liberty Humane Society, Inc.

I certify that all the facts presented herein are accurate.

[Signature]

[Signature of Department Director]

[Date]
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:

A Ward, 33rd District, 468 Ocean Avenue
B Ward, 1st & 22nd Districts, 697 Bergen Avenue
B Ward, 29th & 30th Districts, 255 Kearney Avenue
D Ward, 14th & 15th Districts, 139 South Street
F Ward, 13th, 18th & 20th Districts, 14-16 Orient Way

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:

A Ward, 33rd District, 468 Ocean Avenue
B Ward, 1st & 22nd Districts, 697 Bergen Avenue
B Ward, 29th & 30th Districts, 255 Kearney Avenue
D Ward, 14th & 15th Districts, 139 South Street
F Ward, 13th, 18th & 20th Districts, 14-16 Orient Way

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: ___________________ APPROVED AS TO LEGAL FORM

APPROVED: _______________ Birth Business Administrator

Certification Required □
Not Required □

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 5.8.19

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<td>1 A33, F4</td>
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RESOLUTION AUTHORIZING THE CITY OF JERSEY CITY TO EXECUTE AN INDEMNIFICATION AGREEMENT WITH LIBERTY STATE PARK AND AUTHORIZING THE CITY RISK MANAGER TO ISSUE A CERTIFICATE OF INSURANCE FOR THE CONTINUED USE OF LIBERTY STATE PARK BY THE CITY OF JERSEY CITY AS A VENUE FOR VARIOUS CULTURAL AND ENTERTAINMENT EVENTS

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, various departments within the City of Jersey City ("City"), through the Mayor's Office/Office of Cultural Affairs, conducts various events from July 1, 2019 to July 1, 2020 at Liberty State Park ("LSP"); and

WHEREAS, the City desires to use LSP and its facilities for these special events that include, but are not limited to, the Summerfest Concert Series, Fireman/Police Award Ceremonies and Fireman's Picnic, the Carlos Negron Run as well as various other City events; and

WHEREAS, LSP requires an indemnification agreement and a certificate of insurance from the City; and

WHEREAS, the indemnification agreement specifies the City's responsibilities in connection with the City's use of LSP and includes an indemnification and hold harmless clause in which LSP cannot be held liable for injuries received by participants at these events or for property damage to LSP;

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

1. The Mayor or Business Administrator is authorized to execute the indemnification agreement attached hereto indemnifying LSP for the use of LSP by the City's Office of Cultural Affairs for various activities for the period of July 1, 2019 to July 1, 2020; and

2. The Risk Manager is authorized to issue to LSP a Certificate of Insurance naming Liberty State Park as an additional insured on the City's general liability policy for the use of LSP for these activities.

Christine Goodman, Director of Cultural Affairs

APPROVED:

Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel

Approval Required

Not Required

APPROVED 8-0

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RESOLUTION FACT SHEET – NON-CONTRACTUAL
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Full Title of Ordinance/Resolution

| RESOLUTION AUTHORIZING THE CITY OF JERSEY CITY TO EXECUTE AN INDEMNIFICATION AGREEMENT WITH LIBERTY STATE PARK AND AUTHORIZING THE CITY RISK MANAGER TO ISSUE A CERTIFICATE OF INSURANCE FOR THE CONTINUED USE OF LIBERTY STATE PARK BY THE CITY OF JERSEY CITY AS A VENUE FOR VARIOUS CULTURAL AND ENTERTAINMENT EVENTS. |

Initiator

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<tr>
<th>Department/Division</th>
<th>Mayor’s Office</th>
<th>Office of Cultural Affairs</th>
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</thead>
<tbody>
<tr>
<td>Name/Title</td>
<td>Christine Goodman</td>
<td>Director of Cultural Affairs</td>
</tr>
<tr>
<td>Phone/email</td>
<td>(201) 547-4303</td>
<td><a href="mailto:cgoodman@jcnc.org">cgoodman@jcnc.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 is to insure the continued use of Liberty State Park by the City of Jersey City as a venue for various cultural and entertainment events that benefit the residents of the City of Jersey City. These events include the Summerfest Concert Series, the Fireman/Police Award Ceremonies, the Fireman Picnic, the Carlos Negron Run as well as various other City events from July 1, 2019 to July 1, 2020.

I certify that all the facts presented herein are accurate.

Signature of Department Director ___________________________ Date 4/29/19
INDEMNIFICATION AGREEMENT

This Indemnification Agreement is made and entered into on this ___ of___ 2019, by the City of Jersey City, a Municipal Corporation of the State of New Jersey (hereinafter referred to as “City” and the Department of Environmental Protection, Division of Parks and Forestry and Liberty State Park (hereafter referred to as “LSP”) 200 Morris Pesin Drive, Jersey City, NJ 07305

WHEREAS, various departments within the City through the Mayor’s Office and Office of Cultural Affairs desire to conduct special events at LSP; and

WHEREAS, LSP will permit the City to use its facilities provided the City provides indemnification and issues a certificate of insurance which lists LSP as an additional insured; and

WHEREAS, the City will use LSP for various events from July 1, 2019 to July 1, 2020;

NOW, THEREFORE, in consideration of LSP’s agreement to permit the City to use its facilities, the City hereby agrees as follows:

1) The City agrees to assume any and all risk of loss or damage of any kind whatsoever caused by the City’s sole negligence to property or injury to or death including wrongful death of persons arising out of or in connection with the City’s use of LSP. The City further agrees to indemnify and hold harmless LSP, its officers, directors, employees or agents from and against any and all claims, suits and demands based upon any of the risks so assumed, whether just or unjust, fraudulent or not, and for all costs and expenses incurred by them in the defense, settlement or satisfaction of any such claims, including attorney’s fees and costs of suit. If so directed, the City shall, at no cost or expense to LSP, defend against such claims.

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

3) The term of this Agreement is one year commencing on its execution date.

ATTEST:

City of Jersey City

By: ___________________________  By: ___________________________

Brian Platt, Business Administrator

RR
8-29-16
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RR
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ATTEST: City of Jersey City

By: ___________________________ By: ___________________________
Brian Platt, Business Administrator

RR
8-29-16
RESOLUTION TO ACCEPT GRANT FUNDS FROM THE NEW JERSEY DEPARTMENT OF LAW AND PUBLIC SAFETY, NEW JERSEY DIVISION OF HIGHWAY TRAFFIC SAFETY FOR THE DISTRacted DRIVING 2019 GRANT

COUNCIL

Offered and moved adoption of the following resolution.

WHEREAS, distracted driving is a danger on our roadways and is an irresponsible act that can end a life within a matter of seconds due to a simple text or phone call; and

WHEREAS, the New Jersey Division of Highway Traffic Safety has recognized there is a need to deter and enforce distracted driving; and

WHEREAS, the Jersey City Police Department was awarded $5,500.00 to be utilized for traffic enforcement overtime during the Distracted Driving 2019 Statewide Crackdown time period from April 1-21, 2019; and

WHEREAS, officers with a specialization in traffic safety will conduct enforcement for distracted driving violations including texting and cell phone use;

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

1. The City of Jersey City is authorized to accept a grant in the amount of $5,500.00 from the New Jersey Department of Law and Public Safety, the New Jersey Division of Highway Traffic Safety; and

2. The funds will be used to reimburse for overtime enforcement activities as it relates to this traffic safety campaign; and

3. The Office of Management and Budget is authorized to establish an account in the amount of $5,500.00 for the New Jersey Division of Highway Traffic Safety's Distracted Driving 2019 Grant.

APPROVED: 4/24/19
APPROVED AS TO LEGAL FORM

APPROVED:
Business Administrator

Corporation Counsel

Certification Required No
Not Required

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 5.8.19

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

✓ indicates Vote
N.V.—Not Voting (Abstain)

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

Roberto Lavaro, Jr., President of Council

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

Full Title of Ordinance/Resolution

RESOLUTION TO ACCEPT GRANT FUNDS FROM THE NEW JERSEY DEPARTMENT OF LAW AND PUBLIC SAFETY, NEW JERSEY DIVISION OF HIGHWAY TRAFFIC SAFETY FOR THE DISTRacted DRIVING 2019 GRANT

Project Manager

<table>
<thead>
<tr>
<th>Department/Division</th>
<th>Jersey City Police Department</th>
<th>Grants Office</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name&gt;Title</td>
<td>Sgt. Jaclyn Marcazo</td>
<td>Sergeant</td>
</tr>
<tr>
<td>Phone/email</td>
<td>201-547-4736</td>
<td><a href="mailto:jmarcazo@njcps.org">jmarcazo@njcps.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 Jersey City Police Department has received an award in the amount of $5,500.00 from the New Jersey Division of Highway Traffic Safety to conduct enforcement during the Distracted Driving Campaign, April 1-21st.

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

| Grant Funds         | April 1 - 21, 2019 |

Type of award State Grant
If “Other Exception”, enter type

Additional Information

Not Applicable

I certify that all the facts presented herein are accurate.

Signature of Department Director Date

/Signed/ 4/24/19
### GRANT SNAPSHOT

<table>
<thead>
<tr>
<th>Grant #:</th>
<th>DD-19-45-01-DD-77</th>
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<tbody>
<tr>
<td>Status:</td>
<td>Grant Agreement Executed</td>
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<tr>
<td>Grantee/Organization Name:</td>
<td>Jersey City</td>
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<tr>
<td>Project Period:</td>
<td>From: 4/1/2019 To: 4/21/2019</td>
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<tr>
<td>Total Grant Award:</td>
<td>$5,500.00</td>
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**CONTRACT AGREEMENT**

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<td>Grant Number</td>
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<td>Federal Fiscal Year</td>
<td>2019</td>
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<tr>
<td>Amount Awarded</td>
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<td>Funding Source</td>
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<tr>
<td>Project Period</td>
<td>From 4/1/2019 to 4/21/2019</td>
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<tr>
<td>Project Director</td>
<td>Jaclyn Marcazo</td>
</tr>
<tr>
<td>Financial Officer</td>
<td>Elizabeth Castillo</td>
</tr>
<tr>
<td>Authorizing Official</td>
<td>Steven Fulop</td>
</tr>
<tr>
<td>Federal Award Id #</td>
<td>69A3751900000405eNJ</td>
</tr>
<tr>
<td>Federal Award Agency</td>
<td>U.S. DOT/ National Highway Traffic Safety Administration</td>
</tr>
</tbody>
</table>

In accordance with the provisions of 23 U.S.C. Chapter 4, the Highway Safety Act of 1966 as amended, the Department of Law and Public Safety hereby awards to the above named Subrecipient a subaward in the amount specified for the purposes set forth in the approved application.

This subaward is subject to the requirements set forth in the appropriate Federal Regulations, the General Conditions for subawards promulgated by the Department of Law and Public Safety, all applicable Statutes of the State of New Jersey and the requirements of the State of New Jersey for State and local financial accounting including the filing of single audits as required under 2 C.F.R. Part 200, Subpart F, Audit Requirements (2 C.F.R. 200.500, et seq.) and/or State Circular Letters 15-05-OMB and 07-05-OMB (if applicable). It is subject also to any general conditions and assurances, approved budget, application authorization, certifications, and special conditions attached to this program.

This subaward incorporates all conditions and representations contained or made in the application and notice of award (if applicable).

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

Additional approval information (if applicable) is attached here

---

* Additional approval information (if applicable) is attached here.
Resolution of the City of Jersey City, N.J.

RESOLUTION AUTHORIZING THE SUBMISSION OF A GRANT APPLICATION TO THE HUDSON COUNTY OPEN SPACE, RECREATION AND HISTORIC PRESERVATION TRUST FUND FOR A GRANT FOR THE GATEWAY PARK COMPLEX IMPROVEMENTS PROJECT

WHEREAS, the Hudson County Open Space, Recreation, and Historic Preservation Trust Fund ("County Trust Fund"), provides matching grants to municipal governments and to nonprofit organizations who are sponsored by their local municipality for assistance in the development or redevelopment of park improvements; and

WHEREAS, the City of Jersey City (City) desires to further the public interests by obtaining a matching grant of $500,000.00 from the County Trust Fund to fund the following: Gateway Park Complex Improvements Project; and

WHEREAS, the City has reviewed the County Trust Fund Program Statement, and the Trust Fund Park Improvement application and instructions and desires to make an application for a matching grant and will provide application information and furnish such documents as may be required; and

WHEREAS, the County of Hudson (County) shall determine whether the application is complete and in conformance with the scope and intent of the County Trust Fund; and

WHEREAS, the City is willing to use the County Trust Fund in accordance with such rules, regulations and applicable statutes, and is willing to enter into an agreement with the County for the above-named project and ensure its completion on or about the project grant expiration date.

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

1. The City is hereby authorized to submit the above completed project application to the County by the deadline of May 10, 2019, as established by the County;
2. In the event of a County Trust Fund award is less than the grant amount requested above, City Council of the City of Jersey City will secure, the balance of funding necessary to complete the project, or modify the project as necessary to reduce the project cost; and
3. The City Council of the City of Jersey City is committed to providing a match for the project in the amount of $805,030.26;
4. Only those park improvements identified and approved in the project application, in the Trust Fund contract, or other documentation will be considered eligible for reimbursement;
5. The City agrees to comply with all applicable federal, state, and local laws, rules, and regulations in its performance of the project;
6. This resolution shall take effect immediately; and
7. The Office of Management and Budget is authorized to establish an account in the amount of $500,000, should the grant be awarded by the County.

RR/ab

APPROVED: [Signature]
Business Administrator

APPROVED AS TO LEGAL FORM: [Signature]
Corporation Counsel

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 5.8.19

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

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

[Signature] Robert Byrne, City Clerk
RESOLUTION FACT SHEET - CONTRACT AWARD
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Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING THE SUBMISSION OF A GRANT APPLICATION TO THE HUDSON COUNTY OPEN SPACE, RECREATION AND HISTORIC PRESERVATION TRUST FUND FOR A GRANT FOR THE GATEWAY PARK COMPLEX IMPROVEMENTS PROJECT

Project Manager

<table>
<thead>
<tr>
<th>Department/Division</th>
<th>Administration</th>
<th>Architecture</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name/Title</td>
<td>Brian F. Weller, L.L.A., A.S.L.A.</td>
<td>Director</td>
</tr>
<tr>
<td>Phone/email</td>
<td>201-547-5900</td>
<td><a href="mailto:Weller@jcnj.org">Weller@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

To get authorization to submit a completed project application to Hudson County.

To secure the balance of funding necessary to complete the project or modify the project as necessary.

That the Jersey City Council and Jersey City are committed to providing a match for the Gateway Park Complex in the amount of $805,030.26.

To ensure the Jersey City Council and Jersey City comply with all applicable Federal State and local laws in its performance of the project.

That this Resolution takes effect immediately.

I certify that all the facts presented herein are accurate.

Signature of Division Director  

Date  

4.25.19
Resolution of the City of Jersey City, N.J.

RESOLUTION AUTHORIZING THE SUBMISSION OF A GRANT APPLICATION TO THE HUDSON COUNTY OPEN SPACE, RECREATION AND HISTORIC PRESERVATION TRUST FUND FOR A GRANT FOR THE RESERVOIR NO. 3 FENCING PROJECT

WHEREAS, the Hudson County Open Space, Recreation, and Historic Preservation Trust Fund ("County Trust Fund"), provides matching grants to municipal governments and to nonprofit organizations who are sponsored by their local municipality for assistance in the development or redevelopment of park improvements; and

WHEREAS, the City of Jersey City (City) desires to further the public interest by obtaining a matching grant of $500,000.00 from the County Trust Fund to fund the following: Jersey City Reservoir No. 3 Fencing Project; and

WHEREAS, the City has reviewed the County Trust Fund Program Statement, and the Trust Fund Park Improvement application and instructions and desires to make an application for such a matching grant and provide application information and furnish such documents as may be required; and

WHEREAS, the County of Hudson (County) shall determine whether the application is complete and in conformance with the scope and intent of the County Trust Fund; and

WHEREAS, the City is willing to use the County Trust Fund in accordance with such rules, regulations and applicable statutes, and is willing to enter into an agreement with the County of Hudson for the above-named project and ensure its completion on or about the project grant expiration date.

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

1. The City is hereby authorized to submit the completed project application to the County by the deadline of May 10, 2019, as established by the County;
2. In the event that the County Trust Fund award is less than the grant amount requested, City Council of the City of Jersey City will secure, the balance of funding necessary to complete the project, or modify the project as necessary to reduce the project cost;
3. The City Council of the City of Jersey City is committed to providing a match for the project in the amount of $422,452.30;
4. Only those park improvements identified and approved in the project application, in the Trust Fund contract, or other documentation will be considered eligible for reimbursement;
5. The City Council of the City of Jersey City agrees to comply with all applicable federal, state, and local laws, rules, and regulations in its performance of the project;
6. This resolution shall take effect immediately; and
7. The Office of Management and Budget is authorized to establish an account in the amount of $500,000, should the grant be awarded by the County.

Approved:

MAY 8 2019

Record of Council Vote on Final Passage 5.8.19

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

[Signatures]

Robert J. Lavano, Jr., President of Council

Robert Byrant, City Clerk
RESOLUTION FACT SHEET - CONTRACT AWARD
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Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING THE SUBMISSION OF A GRANT APPLICATION TO THE HUDSON COUNTY OPEN SPACE, RECREATION AND HISTORIC PRESERVATION TRUST FUND FOR A GRANT FOR THE RESERVOIR NO. 3 FENCING PROJECT

Project Manager

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<td>Brian F. Weller, L.L.A., A.S.L.A.</td>
<td>Director</td>
</tr>
<tr>
<td>Phone/email</td>
<td>201-547-5900</td>
<td><a href="mailto:Wellerb@jcnj.org">Wellerb@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

To submit the Jersey City Reservoir No. 3 Fencing application to the Hudson County Open Space, Recreation and Historic Preservation Trust Fund for $500,000.00.

To secure from the Jersey City Council and Jersey City the balance of the funding necessary to complete the Reservoir No. 3 fencing Project in the amount of $422,452.30 or modify the project if necessary.

To ensure the the Jersey City Council and Jersey City comply with all applicable Federal, state and local laws in its performance of the project.

This Resolution shall take effect immediately.

I certify that all the facts presented herein are accurate.

Signature of Division Director: ___________________________ Date: 4.25.19
RESOLUTION AUTHORIZING THE CITY OF JERSEY CITY TO ACCEPT A GIFT FROM LEE SIMS CHOCOLATES

COUNCIL AS WHOLE

Offered and moved adoption of the following Resolution:

WHEREAS, pursuant to N.J.S.A. 40A:5-29, a municipality is permitted to accept gifts upon the adoption of approval by resolution of this governing body; and

WHEREAS, the City of Jersey City accepted 250 individual chocolates from Lee Sims Chocolates to be given to the seniors at their Mother’s Day parties to be held at Maureen Collier and Joseph Connors Senior Centers on May 20, 2019.

WHEREAS, the City of Jersey City is desirous of accepting this gift.

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

1. The acceptance of a donation valued at two hundred fifty dollars ($250) to be used to provide chocolates to the Seniors at the Joseph Connors Senior Center, which is under the Department of Health & Human Services; and

2. The Business Administrator is authorized to execute any appropriate documents necessary to effectuate the purposes of this resolution.

3. The City of Jersey City hereby thanks Lee Sims for their generosity.

APPROVED:

Business Administrator

Corporation Counsel

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 5.8.19

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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.
RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY AUTHORIZING THE ACCEPTANCE OF A GIFT FROM LEE SIMS CHOCOLATES WITH A TOTAL VALUE OF $250 GIVEN TO OUR SENIORS AT THE JOSEPH CONNORS SENIOR CENTER, AND MAUREEN COLLIER CENTER AT THEIR MAY 20 EVENT.

Project Manager

<table>
<thead>
<tr>
<th>Department/Division</th>
<th>HHS</th>
<th>Director’s Office</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name/Title</td>
<td>Stacey Flanagan</td>
<td>Director</td>
</tr>
<tr>
<td>Phone/email</td>
<td>201-547-5800</td>
<td><a href="mailto:sjflanagan@jcnj.org">sjflanagan@jcnj.org</a></td>
</tr>
</tbody>
</table>

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

Contract Purpose

This resolution authorizes acceptance of two hundred and fifty individually wrapped chocolates donated by Lee Sims Chocolates, a small Jersey City business, to the seniors at Joseph Connors Center and Maureen Collier Senior Center for their Mother’s Day parties to be held on May 20, 2019.

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

| Two hundred and fifty dollars ($250) |  |

Type of award

If “Other Exception”, enter type

Additional Information

I certify that all the facts presented herein are accurate.

Signature of Department Director: [Signature]  Date: 4/24/19
RESOLUTION AUTHORIZING THE JERSEY CITY DEPARTMENT OF HEALTH AND HUMAN SERVICES TO ACCEPT GRANT FUNDS FROM THE NEW JERSEY DEPARTMENT OF HEALTH FOR THE 2019 FARMERS MARKET NUTRITION PROGRAM

COUNCIL Offered and Moved Adoption of the Following Resolution:

WHEREAS, the City of Jersey City is desirous of accepting and executing a grant award which addresses the availability of healthy food options for seniors; and

WHEREAS, the New Jersey Department of Health have made available grant funds to support the Farmer’s Market Senior Citizens Voucher program; and

WHEREAS, this grant is for the period June 1, 2019 through September 30, 2019 in the amount of $2,000; and

WHEREAS, purpose of grant is to increase the availability of fresh fruits and vegetables and other healthy foods for seniors in Jersey City; and

WHEREAS, the City desires to accept the funds for the aforementioned purpose.

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

1. The City is authorized to accept a New Jersey Department of Health grant for $2,000.00.
2. Subject to such modifications as may be deemed necessary or appropriate by Corporation Counsel, the Mayor or Business Administrator is authorized to execute the grant, and any other documents necessary to effectuate the purpose of this resolution.
3. The Office of Management and Budget is hereby authorized to establish a grant account in the amount of $2,000.00.
RESOLUTION FACT SHEET - CONTRACT AWARD

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Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING THE JERSEY CITY DEPARTMENT OF HEALTH AND HUMAN SERVICES TO ACCEPT GRANT FUNDS FROM THE NEW JERSEY DEPARTMENT OF HEALTH FOR THE 2019 FARMERS MARKET NUTRITION PROGRAM

Project Manager

<table>
<thead>
<tr>
<th>Department/Division</th>
<th>Health &amp; Human Services</th>
<th>Director's Office</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name/Title</td>
<td>Stacey Lea Flanagan</td>
<td>Director</td>
</tr>
<tr>
<td>Phone/email</td>
<td>(201) 547 6560</td>
<td><a href="mailto:SFlanagan@cnj.org">SFlanagan@cnj.org</a></td>
</tr>
</tbody>
</table>

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

Contract Purpose

This is a resolution accepting funds from the State Department of Health for the 2019 Farmers Market Nutrition Program vouchers for senior citizens. This annual grant is administered by the Division of Senior Affairs.

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

$2,000 – SFMNP Voucher grant  June 1, 2019 – September 30, 2019

Type of award  Grant Award

If “Other Exception”, enter type

Additional Information

There is no matching requirement for this grant. The 2019 grant is $250 more than we received in 2018.

I certify that all the facts presented herein are accurate.

Emma Guzman  Stacey Flanagan  April 20, 2019

Signature of Department Director  Date
SUBJECT: LETTER OF INTENT

The New Jersey Department of Health, Division of Family Health Services intends to process your Grant application New Jersey Department of Health - WIC Senior Farmer Market Nutrition Program in the amount of $2,000. The award is contingent upon the fully executed award signed by the Department’s Approval Officer and the availability of funds. This award will be effective for the grant period June 1, 2019 through September 30, 2019.

Please consider this letter as notice of the Department’s intent to fund in accordance with the legal provisions of such grant, and that the Notice of Grant Award document will be processed as soon as possible.

The Department will not be able to provide cash payments for any costs incurred by carrying out the items of this grant application until a fully executed Notice of Grant Award has been processed. Upon completion of this process, payment will be made in accordance with the grant provisions.

The Grantee recognizes and agrees that funding under a grant agreement is expressly dependent upon the availability of funds to the Department, appropriated by the State Legislature from State or federal revenue, or such other funding sources as may be applicable. The Department shall not be held liable for any breach of this agreement, resulting from the absence of available funding appropriations.

<table>
<thead>
<tr>
<th>Project Category</th>
<th>Funding Amount</th>
<th>Budget Period</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$2,000</td>
<td>June 1, 2019 to September 30, 2019</td>
</tr>
<tr>
<td>Total</td>
<td>$2,000</td>
<td></td>
</tr>
</tbody>
</table>

The grant award will further be contingent upon the fiscal and programmatic completeness of your application, as well as the fulfillment of any current grant objectives, if applicable. Grant applications are to be completed on-line via the System for Administering Grants Electronically (SAGE). “Terms and Conditions” as well as Cost Controlling Initiatives will apply and may be found under “Management Activities” within each application. SAGE can be accessed at nj.sage.intelligrants.com. Paper applications will not be accepted. SAGE will be open for Senior Farmer Market Nutrition Program applications on April 1, 2019 and close on May 1, 2019.

If you have any questions or are in need of assistance, contact Dorothy Ngumezi, Program Management Officer at (609) 292-9560 or Kelly Kirkpatrick, Grant Management Officer at (609) 984-1315.

Sincerely,

Lisa Asare
Assistant Commissioner

cc: SAGE Application
Curtis Elvin, Fiscal Management
Nancy Scotto-Rosato, Services Management
Dorothy Ngumezi, Program Management Officer
Kelly Kirkpatrick, Grant Management Officer
RESOLUTION APPROVING PARTICIPATION IN THE ALLIANCE FOR COMPETITIVE ENERGY SERVICES ("ACES") ACESPLUS PROGRAM TO PROVIDE ENERGY EFFICIENCY CONSULTING SERVICES

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
EFFECTIVITY 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, 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; 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: 

4/29/2019

APPROVED AS TO LEGAL FORM

CORPORATION COUNSEL

RECORD OF COUNCIL VOTE ON FINAL

COUNCILPERSON AYE NAY N.V. COUNCILPERSON AYE NAY N.V. COUNCILPERSON AYE NAY N.V.
RIDLEY YUN WATTERMAN
PRINZ-AREY SOLOMON 
BOGGIANO ROBINSON

INDICATES VOTE

N.V. Not Voting (Abstain)

WITHDRAWN

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

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

<table>
<thead>
<tr>
<th>Department/Division</th>
<th>Business Administrator's Office</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name/Title</td>
<td>Brian Platt, Business Administrator</td>
</tr>
<tr>
<td>Phone/email</td>
<td>(201) 547-4642, <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 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)

| $65,000.00 |

Contract term (include all proposed renewals)

| 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: 5/1/19
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:

- 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;
- 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;
- Conduct a pre-bid meeting for interested ESCOs to address any questions or issues and coordinate site visits for interested vendors;
- 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;
- 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;
- Review proposed contracts and provide comments on their provisions to assure that the interests of the City are advanced and protected, and;
- Finalize the contract award with the chosen vendor.
- 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 Gabe 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

<table>
<thead>
<tr>
<th>Level</th>
<th>Rate</th>
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</thead>
<tbody>
<tr>
<td>Principal Level</td>
<td>$290 per hour</td>
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<tr>
<td></td>
<td>Steven Gabel</td>
</tr>
<tr>
<td></td>
<td>Robert Chilton</td>
</tr>
<tr>
<td>Executive Level</td>
<td>$250 per hour</td>
</tr>
<tr>
<td>Senior Associate Level</td>
<td>$225 per hour</td>
</tr>
<tr>
<td>Associate level</td>
<td>$175 per hour</td>
</tr>
</tbody>
</table>

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.
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 energy consulting services related to the City's energy efficiency (EE) projects as set forth herein.

**ARTICLE II**
**Scope of Services**

1. Consultant shall perform for 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.

References to the “Agreement” in Articles X-XVI hereof shall be deemed to refer to both Contract Documents, taken together, unless such interpretation would be manifestly unreasonable.

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 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 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  
City Business Administrator  
City Hall  
280 Grove Street  
Jersey City, NJ 07302

Andrew Conte  
Senior Associate  
Gabel Associates  
417 Denison Street  
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.

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
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 THE PAYMENT OF A CLAIM SUBMITTED BY VERIZON OF NEW JERSEY INC. FOR VOICE COMMUNICATION SERVICES (CENTREX SERVICES) FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF INFORMATION TECHNOLOGY

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, it was necessary for the City of Jersey City (City) to continue to have uninterrupted Centrex telephone service to ensure that the City's phone system was operational for all City personnel and to ensure that they were available to respond to all emergencies to protect the health, welfare and safety of the City's residents; and

WHEREAS, Centrex services were exempt from public bidding pursuant to N.J.S.A. 40A:11-5(b)(1)(c) because Verizon of New Jersey Inc. (Verizon) was providing services to the City that were regulated by the State of New Jersey Board of Public Utilities (BPU); and

WHEREAS, the BPU determined that some of Verizon's services were no longer exempt from public bidding pursuant to N.J.S.A. 48:2-21.19(b), BPU Order Docket No. TX11090570 entered on May 6, 2015; and

WHEREAS, Verizon provided services to the City from January 1, 2018 to December 30, 2018 without a contract awarded in accordance with the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq.; and

WHEREAS, the cost for the services provided by Verizon during this time period was $140,673.01; and

WHEREAS, Verizon has requested that the City pay it the sum of $140,673.01; and

WHEREAS, Bernadette Kucharczuk, Director of Information Technology, reviewed Verizon's request for payment and has certified that Verizon's bill for providing such services is fair and reasonable; and

WHEREAS, Verizon performed the services in good faith and is entitled to receive payment for the value of its services; and

WHEREAS, the Division of Information Technology is preparing bid specifications so that the City can publicly a contract for Centrex service; and

WHEREAS, funds are available for the payment of Verizon's claim are in the Operating Account:

<table>
<thead>
<tr>
<th>Account #</th>
<th>P.O. #</th>
<th>Total Contract</th>
<th>Encumbrance</th>
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</thead>
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<tr>
<td>01-203-31-435-619</td>
<td>129051</td>
<td>$140,673.01</td>
<td>$140,673.01</td>
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NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of the City of Jersey City that:

1. the Purchasing Agent is hereby authorized to pay Verizon of New Jersey Business, Inc. the sum of $140,673.01 for services provided to the City from January 1, 2018 through December 30, 2018; and

2. the Business Administrator and Purchasing Agent are hereby authorized to take such other actions that are necessary to effectuate the purposes of this Resolution;

(Continued on page 2)
RESOLUTION AUTHORIZING THE PAYMENT OF A CLAIM SUBMITTED BY VERIZON OF NEW JERSEY INC. FOR VOICE COMMUNICATION SERVICES (CENTREX SERVICES) FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF INFORMATION TECHNOLOGY

I, Elizabeth Castillo, as Acting Chief Financial Fiscal 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.

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<tr>
<th>Acct #</th>
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APPROVED: 
APPROVED AS TO LEGAL FORM

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 5.8.19

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<th>COUNCILPERSON</th>
<th>AYE</th>
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<td>Boggiano</td>
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<td>WATTERMAN</td>
<td>✓</td>
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<td>LAVARRO, PRES.</td>
<td>✓</td>
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</table>

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

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

Rolando R. Lavarro, Jr., President of Council

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

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING THE PAYMENT OF A CLAIM BY VERIZON OF NEW JERSEY INC. FOR VOICE COMMUNICATION SERVICES (CENTREX SERVICES) FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF INFORMATION TECHNOLOGY.

Initiator

<table>
<thead>
<tr>
<th>Department/Division</th>
<th>ADMINISTRATION</th>
<th>INFORMATION TECHNOLOGY</th>
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</thead>
<tbody>
<tr>
<td>Name/Title</td>
<td>Bernadette Kucharczuk</td>
<td>Director</td>
</tr>
<tr>
<td>Phone/email</td>
<td>201-547-4313</td>
<td><a href="mailto:BKucharczuk@jcnj.org">BKucharczuk@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

Contract with Verizon for the provision of Centrex telephone services. Among the chief features of Centrex is 4-digit dialing and call forwarding. Centrex is as legacy telephone system which the City is retiring and replacing with Voice Over IP telephone systems. The Centrex lines will be replaced with services under the NJ State Contract for Data Services at a greatly reduced cost. The cutover is planned for May – July of 2019; which means after this resolution for 2018 bills, there will be a final resolution for payment of amounts due for Centrex Services delivered in the first part of 2019 before the cutover.

I certify that all the facts presented herein are accurate.

Signature of Department Director

April 11, 2019

Date

Signature of Purchasing Director

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

RESOLUTION AUTHORIZING THE PAYMENT OF A CLAIM SUBMITTED BY VERIZON OF NEW JERSEY INC. FOR TELECOMMUNICATIONS DATA LINES, PRIMARY RATE INTERFACE (PRI), INTERNET AND FIOS (NON-CENTREX SERVICES) FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF INFORMATION TECHNOLOGY

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, it was necessary for the City of Jersey City (City) to continue to have uninterrupted Non-Centrex service to ensure that the City’s telecommunications data lines, primary rate interface (PRI), internet and FIOS services were operational for all City personnel so that they could respond to emergencies affecting the public health, safety, or welfare of the City’s residents; and

WHEREAS, Non-Centrex services were exempt from public bidding pursuant to N.J.S.A. 40A:11-5(1)(f) because Verizon of New Jersey Inc. (Verizon) was providing services to the City that were regulated by the State of New Jersey Board of Public Utilities (BPU); and

WHEREAS, the BPU determined that some of Verizon’s services were no longer exempt from public bidding pursuant to N.J.S.A. 48:2-21.19(M BPU Order Docket No. TX11090570 entered on May 6, 2015; and

WHEREAS, Verizon provided services to the City from January 1, 2018 to December 30, 2018 without a contract awarded in accordance with the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq.; and

WHEREAS, the cost for the services provided by Verizon during this time period was $187,372.98; and

WHEREAS, Verizon has requested that the City pay the sum of $187,372.98; and

WHEREAS, Bernadette Kucharczuk, Director of Information Technology, reviewed Verizon’s request for payment and has certified that Verizon’s bill for providing such services is fair and reasonable; and

WHEREAS, Verizon performed the services in good faith and is entitled to receive payment for the value of its services; and

WHEREAS, the Division of Information Technology is preparing bid specifications so that the City can obtain proposals for Non-Centrex service; and

WHEREAS, funds are available for the payment of Verizon’s claim in the Operating Account:

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<tr>
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<td>B093138</td>
<td>$ 187,372.98</td>
<td>$187,372.98</td>
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</table>

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

1. the Purchasing Agent is hereby authorized to pay Verizon of New Jersey Business Inc. the sum of $187,372.98 for services provided to the City from January 1, 2018 to December 30, 2018; and

2. the Business Administrator and Purchasing Agent are hereby authorized to take such other actions that are necessary to effectuate the purposes of this Resolution;
RESOLUTION AUTHORIZING THE PAYMENT OF A CLAIM SUBMITTED BY VERIZON OF NEW JERSEY INC. FOR TELECOMMUNICATIONS DATA LINES, PRIMARY RATE INTERFACE (PRI), INTERNET AND FIOS (NON-CENTREX SERVICES) FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF INFORMATION TECHNOLOGY

I, Elizabeth Castillo, as Acting Chief Financial Fiscal 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.

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APPROVED:

APPROVED AS TO LEGAL FORM

Certification Required ☑
Net Required ☐

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 5.8.19

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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.

Rolando R. Lavaro, Jr., President of Council

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

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING THE PAYMENT OF A CLAIM SUBMITTED BY VERIZON OF NEW JERSEY INC FOR TELECOMMUNICATIONS DATA LINES, PRIMARY RATE INTERFACE (PRI), INTERNET AND FIOS (NON-CENTREX SERVICES) FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF INFORMATION TECHNOLOGY

Initiator

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<td>Director</td>
</tr>
<tr>
<td>Phone/email</td>
<td>201-547-4313</td>
<td><a href="mailto:BKucharczuk@jenj.org">BKucharczuk@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

Contract with Verizon for the provision of telecommunications lines. Among these are PRIs (Primary Rate Interface (PRI), a telecommunications interface standard used on an Integrated Services Digital Network(ISDN) for carrying multiple DS0 voice and data transmissions between the network and a user), as well as data lines for fax and voice mail processing.

The Non-Centrex lines will be replaced with services under the NJ State Contract for Data Services at a greatly reduced cost. The cutover is planned for May – July of 2019; which means after this resolution for 2018 bills, there will be a final resolution for payment of amounts due for Non-Centrex Services delivered in the first part of 2019 before the cutover.

I certify that all the facts presented herein are accurate.

Bernadette Kucharczuk 11 April 2019

Signature of Department Director Date

Signature of Purchasing Director Date
Resolution of the City of Jersey City, N.J.

RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO BANK OF AMERICA, N.A.
UNDER STATE CONTRACT FOR THE USE OF PROCUREMENT CARDS BY THE CITY OF
JERSEY CITY (CITY)

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, Ordinance 19-030, approved on 4/24/19 authorized the City of Jersey City (City) to utilize procurement cards; and

WHEREAS, the State of New Jersey (State) awarded a contract pursuant to RFP 13-X-22888 to Bank of America, N.A. (Bank of America) to provide corporate card services to governmental entities; and

WHEREAS, the City wishes to execute a Corporate Card Program Linking Authorization Contract with Bank of America for the use of procurement cards pursuant to N.J.A.C. 5:30-9A; and

WHEREAS, N.J.S.A. 40A:11-12 of the Local Public Contracts Law authorizes municipalities to use a State Contract; and

WHEREAS, Bank of America, N.A., 750 Walnut Avenue, Cranford, New Jersey 07016 is in possession of State Contract No. A84675;

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

1. Pursuant to N.J.S.A. 40A:11-12, a contract for the use of procurement cards is awarded to Bank of America, N.A.; and

2. The Mayor or Business Administrator is authorized to execute the State of New Jersey Corporate Card Program Linking Authorization Contract attached hereto.

Approved by: Peter Fragato, Director, CPA, RRPO 4/20/19 Date

APPROVED: 5-0

APPROVED AS TO LEGAL FORM

Certification Required □ Not Required □

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 5/8/19

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<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.

Robert R. Leonaro, Jr., President of Council

Robert Szym, 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 BANK OF AMERICA, N.A. UNDER STATE CONTRACT FOR THE USE OF PROCUREMENT CARDS BY THE CITY OF JERSEY CITY (CITY)

Project Manager

<table>
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<tr>
<th>Department/Division</th>
<th>ADMINISTRATION</th>
<th>PURCHASING</th>
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<tbody>
<tr>
<td>Name/Title</td>
<td>PETER FOLGADO</td>
<td>DIRECTOR</td>
</tr>
<tr>
<td>Phone/email</td>
<td>201.547.4896</td>
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</tr>
</tbody>
</table>

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

Contract Purpose

The purpose of a purchasing card (also known as a procurement card or P-Card) program is to provide an efficient, cost-effective method of purchasing and paying for small-dollar as well as high-volume purchases. This type of program is used as an alternative to the traditional purchasing process and can result in a significant reduction in the volume of purchase orders, invoices, and checks processed. Purchasing cards can be used whenever a purchase order, check request, or petty cash would have been processed and with any vendor that accepts credit cards.

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

Type of award  STATE CONTRACT

If “Other Exception”, enter type

Additional Information

I certify that all the facts presented herein are accurate.

Signature of Department Director  Date

Peter Folgado, CPA, RPPO  Date
The State of New Jersey has authorized certain non-executive branch governmental entities ("Participants") to utilize the Purchase Card System ("Corporate Card Program") contract awarded as a result of Request for Proposal ("RFP") 13-X-22888 ("Contract") as the basis for a Participant to establish a Corporate Card program with Bank of America, N.A.

This Linking Authorization Contract ("Linking Authorization") is entered into by CITY OF JERSEY CITY ("Entity") and Bank of America, N.A., ("Bank of America") as of MAY 9, 2019 (the "Effective Date"). By signing this Linking Authorization, the Participant requests and Bank of America agrees to provide to the Participant the Corporate card services as set forth in the Contract and the Bank of America Corporate Card Agreement ("Agreement") between the State of New Jersey and Bank of America dated as of August 16, 2013.

Capitalized terms used in this Linking Authorization, not otherwise defined, have the meanings given to them in the Agreement.

The Participant acknowledges and agrees that it has received and reviewed a copy of the Agreement and agrees to adhere to the terms and conditions of the Agreement, as amended from time to time.

The Participant represents and warrants to Bank of America that:

1. it is a legal Participant;
2. its use of corporate card services with Bank of America, and its performance of its obligations under this Linking Authorization, the Agreement and the Contract will not violate any law, regulation, judgment, decree or order applicable to the Participant; and
3. it desires to utilize the Corporate Card Program of the State of New Jersey as the basis for establishing a Corporate Card program.

Bank of America represents and warrants that with respect to each Participant and the State:

1. that the combined total spend of all entities that enter into this agreement will be used to establish the rebate multiplier
2. that the rebate amount will be determined by the individual Participant spend multiplied by the groups rebate multiplier
3. that each Participant will be paid their rebate twice annually
4. rebate check shall be issued no later than sixty (60) days after rebate calculation

The Participant acknowledges and agrees that, notwithstanding anything to the contrary in the Contract and/or the Agreement, Bank of America may disclose to the State of New Jersey and to each other Participant that utilizes the Corporate Card Program of the State as the basis for establishing a Corporate Card program with Bank of America: (i) Participant’s name and the fact that Participant has entered into this Linking Authorization; and (ii) aggregate information about Participant’s Transactions and spend volume.
The Participant will promptly furnish such financial and other information as Bank of America reasonably requests for the purpose of reviewing the Participant's ability to perform the obligations to Bank of America on an annual basis.

The Participant acknowledges and agrees that Bank of America may terminate this Authorization or a Service effective immediately, and will send the Participant notice of the termination if any of the following occurs with respect to the Participant:

- it fails to pay as and when due or it breaches any of the terms and conditions in the Contract and/or the Agreement or any other agreement with us or any of our affiliates or subsidiaries;
- it, voluntarily or involuntarily, becomes the subject of any bankruptcy, insolvency, reorganization or other similar proceeding;
- it experiences a material adverse change in its financial condition or its ability to perform its obligations under the terms and conditions in the Contract and/or this Agreement;
- it fails to pay or perform any other obligation, liability or indebtedness to any other party;
- it fails to comply with any material law or regulation controlling its operation;

This Linking Authorization is solely for the purpose of determining a multiplier for rebates to the participating governmental entities and in no way creates a liability for the State or any Participant for the expenditures of other Participants.

This Linking Authorization, the Agreement, and the Contract constitute and represent the entire agreement between the Participant and Bank of America regarding the corporate card services Bank of America provides to the Participant anywhere in the world and supersedes and extinguishes all prior agreements, understandings, representations, warranties and arrangements of any nature (including requests for proposals and other sales material), whether oral or written, between the Participant and Bank of America relating to such corporate card services.

IN WITNESS WHEREOF, the parties hereby execute this Linking Authorization as of the Effective Date.

CITY OF JERSEY CITY

Participant

Signature: 
Name: Brian Platt
Title: Business Administrator

BANK OF AMERICA, N.A.

Signature: 
Name: 
Title: 

819742.01
ORDINANCE
OF
JERSEY CITY, N.J.

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

CITY ORDINANCE 19-030

TITLE:
ORDINANCE AMENDING CHAPTER 19 (PAYMENT OF CLAIMS) OF THE JERSEY CITY MUNICIPAL CODE AUTHORIZING THE USE OF PROCUREMENT CARDS

THE MUNICIPAL COUNCIL OF JERSEY CITY DOES ORDAIN:

WHEREAS, the City of Jersey City's (City) appointed Qualified Purchasing Agent has recommended that procurement cards be utilized where appropriate for the purchase of goods and services for the City; and

WHEREAS, the use of procurement cards can be a highly beneficial tool for local governments looking to further utilize Procurement and strengthen their purchasing controls; and

WHEREAS, the rules adopted by the Local Finance Board governing the use of procurement cards are set forth in N.J.A.C. 5:30-9A; and

WHEREAS, N.J.S.A. 40A:5-16(c) establishes the specific circumstances when procurement cards can be used; and

WHEREAS, the Municipal Council (Council) finds that a procurement card program would be beneficial to the City and wishes to authorize their use and establish policy and procedures for their use as required by law.

NOW, THEREFORE, THE MUNICIPAL COUNCIL OF JERSEY CITY DOES ORDAIN:

A. The following amendments to CHAPTER 19 (PAYMENT OF CLAIMS), are hereby adopted:

Chapter 19 – PAYMENT OF CLAIMS

§ 19-1 – Method of payment; procedure

A. Claims shall be paid in accordance with N.J.S.A. 40A:5-16.

B. Payments of claims may be made by use of Procurement Cards, by authorized individuals and subject to guidelines and procedures established in accordance with N.J.S.A. 40A:5-17 and N.J.A.C. 5:30-9A, as may be amended.

§ 19-2. – Authorized signatures; city checks.

A. Checks issued by the city in payment of any claims, including claims for salaries, wages or other compensation for services, shall bear the signature of the Mayor or the Business Administrator and the Chief Financial Officer or of some officer or officers designated by them to act in their behalf for this purpose, signed mechanically or by hand. Such designation shall be in writing and filed in the office of the City Clerk.

B. All checks drawn against the bond account of the City of Jersey City or the interest account of the City of Jersey City for the transfer of city funds between designated banks or

1 N.J.A.C. 50:30-9A sets forth standards the City must follow when using procurement cards for the payment of claims. N.J.A.C. 50:30-9A establishes minimum fiscal and operational controls that must be implemented prior to the use of procurement cards.
depositories shall bear the signatures of both the Mayor and the City Treasurer. In the absence or incapacity of either the Mayor or City Treasurer, or both, such checks may be signed by persons designated by either official and may be signed either mechanically or by hand. Such designation shall be in writing and filed in the office of the City Clerk.

B. All ordinances and parts of ordinances inconsistent herewith are hereby repealed.

C. This ordinance shall be part of the Jersey City Code as though codified and fully set forth therein. The City Clerk shall have this ordinance codified and incorporated in the official copies of the Jersey City Code.

D. This ordinance shall take effect at the time and in the manner provided by law.

E. The City Clerk and the Corporation Counsel are hereby authorized and directed to change any chapter numbers, article numbers, and section numbers in the event that the codification of this ordinance reveals a conflict between those numbers and the existing code, in order to avoid confusion and possible repeals of existing provisions.

NOTE: All new material to be inserted is underscored and material to be repealed is in brackets.

AFIlmmu
3/26/2019
ORDINANCE 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
ORDINANCE AMENDING CHAPTER 19 (PAYMENT OF CLAIMS) OF THE JERSEY CITY MUNICIPAL CODE AUTHORIZING THE USE OF PROCUREMENT CARDS

Initiator
<table>
<thead>
<tr>
<th>Department/Division</th>
<th>Administration</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name/Title</td>
<td>Elizabeth Castillo</td>
</tr>
<tr>
<td>Phone/email</td>
<td>201-547-5036</td>
</tr>
</tbody>
</table>

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

Ordinance Purpose
The purpose of this ordinance is to authorize the use of procurement cards where appropriate for the purchase of goods and services for the City. The use of procurement cards is subject to the procedures and guidelines set forth in N.J.A.C. 5:30-9A, which will be incorporated into the City's Purchasing Manual.

I certify that all the facts presented herein are accurate.

[Signature]  3/26/19
Signature of Department Director  Date
RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO P&A ADMINISTRATIVE SERVICES, INC. FOR PROVIDING THIRD PARTY ADMINISTRATIVE SERVICES FOR THE DEPARTMENT OF HUMAN RESOURCES/HEALTH BENEFITS

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, the Purchasing Director acting within his authority and in conformity with N.J.S.A. 40A:11-1 et seq. publicly advertised bids for the Department of Human Resources/Health Benefits pursuant to specifications and bids thereof; and

WHEREAS, pursuant to public advertisement the City of Jersey City (City) received (2) Bids, the lowest bidder being that from P&A Group Administrative Services, Inc., 17 Court Street, Buffalo, NY 14202 in the total bid amount of Forty Six Thousand, Nine Hundred Thirty Nine ($46,939.00) 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 pursuant to the specifications; and

WHEREAS, the funds for this purchase are available in Operating Account # 1-201-23-220-312

Department of Human Resources/Health Benefits

<table>
<thead>
<tr>
<th>Acct No.</th>
<th>P.O. #</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>01-201-23-220-312</td>
<td>334177</td>
<td>Temp. Encumbrance $5,000.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Total Contract  $46,939.00</td>
</tr>
</tbody>
</table>

WHEREAS, the funds are available for this expenditure in accordance with requirements of the Local Budget Law, N.J.S.A. 40A:4-1 et seq.;

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City that the said bid of the aforementioned P&A Group Administrative Services, Inc. be accepted and that a contract be awarded to said company in the above amount, and the City’s Purchasing Director is directed to have such a contract drawn up and executed; and be it further

RESOLVED, that upon certification by an official or employee of the City authorized to 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 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 CONTRACT TO P&A ADMINISTRATIVE SERVICES, INC. FOR PROVIDING THIRD PARTY ADMINISTRATIVE SERVICES FOR THE DEPARTMENT OF HUMAN RESOURCES/HEALTH BENEFITS

RESOLVED, the award of this contract shall be subject to the condition that the contractor provide satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et seq., 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; and be it further

I, Elizabeth Castillo, Acting Chief Financial Officer, certify that there are sufficient funds available for payment of this above resolution in Account shown below

<table>
<thead>
<tr>
<th>Department of Human Resources/Health Benefits</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>P.O. # 01-201-23-220-312</td>
<td>Temp. Encumbrance $5,000.00</td>
</tr>
<tr>
<td>P.O. # 13411</td>
<td>Total Contract $46,939.00</td>
</tr>
</tbody>
</table>

Approved by

Peter Polgado, Director of Purchasing, QPA

APPROVED AS TO LEGAL FORM

APPROVED:

Certification Required □

Not Required □

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 5-8-19

<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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<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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<td></td>
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</tr>
<tr>
<td>PRINZAREY</td>
<td></td>
<td>✓</td>
<td></td>
<td>SOLOMON</td>
<td></td>
<td>✓</td>
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<tr>
<td>BOGGIANO</td>
<td></td>
<td></td>
<td></td>
<td>ROBINSON</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.

Rolando 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 AWARD OF A CONTRACT TO P&A ADMINISTRATIVE SERVICES, INC. FOR PROVIDING THIRD PARTY ADMINISTRATIVE SERVICES AND FOR THE DEPARTMENT OF HUMAN RESOURCES/HEALTH BENEFITS

<table>
<thead>
<tr>
<th>Initiator</th>
<th>Department/Division</th>
<th>Human Resources</th>
<th>Health Benefits</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name/Title</td>
<td>Mark Bunbury, Jr.</td>
<td>Director, Human Resources</td>
<td></td>
</tr>
<tr>
<td>Phone/email</td>
<td>201-547-5217</td>
<td><a href="mailto:mbunbury@jcnj.org">mbunbury@jcnj.org</a></td>
<td></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

Administrative Services for Retirees and Chapter 375 Direct Billing, COBRA notices and Flexible Spending Account Claims

Bid results were:
P&A Admin. Srvcs, Inc.  $46,939.00
Wage Works, Inc.       $56,970.00

Contract is for one year for a total cost of $46,939.00

I certify that all the facts presented herein are accurate.

Signature of Department Director

Date

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

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

- Letter of Federal Affirmative Action Plan Approval
- Certificate of Employee Information Report
- Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract_compliance)

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

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

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

The undersigned vendor further agrees to furnish the required forms of evidence and understands that their contract or 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 Rizzo, President
Representative's Signature: [Signature]
Name of Company: P&A Administrative Services, Inc.
Tel. No.: (800) 688-2511 x5500 Date: 3/22/2019
AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability

P&A Administrative Services, Inc.

The contractor and the President of P&A Administrative Services, Inc. (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 3111 of 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 damage, 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 their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

Representative's Name/Title Print: Michael Rizzo, President
Representative's Signature: Michael Rizzo
Name of Company: P&A Administrative Services, Inc.
Tel. No.: (800) 688-2611 x5500 Date: 3/22/2019
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 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 women owned business, and return this form with your bid proposal.

Business Name: P&A Administrative Services, Inc.
Address: 17 Court Street, Buffalo, NY 14202
Telephone No.: (800) 688-2611 x5500
Contact Name: Michael Rizzo, President

Please check applicable category:

___ Minority Owned Business (MBE) ___ Minority & Woman Owned Business (MWBE)
___ Woman Owned Business (WBE) X Neither

Definitions

Minority Business Enterprise

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

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

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

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

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

Woman Business Enterprise

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or woman.
Minority/Women 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 women owned business, and return this form with your bid proposal.

Business Name: P&A Administrative Services, Inc.
Address: 17 Court Street, Buffalo, NY 14202
Telephone No.: (800) 688-2611 x5500
Contact Name: Michael Rizzo, President

Please check applicable category:

____ Minority Owned Business (MBE)  ____ Minority & Women 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.

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 women or women.

DIVISION OF PURCHASING COPY
# STATE OF NEW JERSEY
# BUSINESS REGISTRATION CERTIFICATE

<table>
<thead>
<tr>
<th>Taxpayer Name:</th>
<th>P&amp;A ADMINISTRATIVE SERVICES INC</th>
</tr>
</thead>
<tbody>
<tr>
<td>Trade Name:</td>
<td>P&amp;A GROUP</td>
</tr>
<tr>
<td>Address:</td>
<td>17 COURT ST STE 300</td>
</tr>
<tr>
<td></td>
<td>BUFFALO, NY 14202-3294</td>
</tr>
<tr>
<td>Certificate Number:</td>
<td>1681869</td>
</tr>
<tr>
<td>Effective Date:</td>
<td>December 13, 2011</td>
</tr>
<tr>
<td>Date of Issuance:</td>
<td>June 06, 2013</td>
</tr>
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</table>

For Office Use Only:
20130606J12106072

6/6/2013
### Section A - Company Information

- **Company Name**: P&A Administrative Services, Inc.
- **Address**: 17 Court Street, Buffalo, NY 14202
- **City**: Buffalo
- **State**: NY
- **Zip Code**: 14202

<table>
<thead>
<tr>
<th>Employee Information Report</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Type of Business</strong></td>
</tr>
<tr>
<td>Total No. of Employees</td>
</tr>
</tbody>
</table>

### Section B - Employment Data

- **Job Categories**
  - **All Employees**: Total 159
  - **Total White Male**: 87
  - **Total Black Male**: 55
  - **Total Hispanic Male**: 3
  - **Total Female**: 2

- **EEO Code**: F

### Section C - Affirmative Action

- **Affirmative Action Plan**: Yes

### Section D - Other Information

- **Form A-1310**: Rev. 1/11
- **Division of Purchases & Property**
- **Contract Compliance Office**
- **DOE Monitoring Program**

---

**Note**: The document contains various tables and forms related to employment and affirmative action, with specific data and codes provided.
On-Line Business Registration Certificate Service

CERTIFICATE NUMBER 1681869 FOR P&A ADMINISTRATIVE SERVICES INC IS VALID.
Initial of Employee Information Report

Certificate 58599
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-2018 to 15-JAN-2021.

P&A ADMINISTRATIVE SERVICES
17 COURT STREET
BUFFALO NY 14202

ELIZABETH MAHER MUOIO
Acting State Treasurer
RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO SMITH-SONDY ASPHALT CONSTRUCTION CO., INC., FOR THE RESURFACING OF VARIOUS STREETS AND JOURNAL SQUARE TRANSIT VILLAGE, PROJECT NO. 17-012-E FOR THE DEPARTMENT OF ADMINISTRATION/DIVISION OF ENGINEERING, TRAFFIC AND 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 Resurfacing of Various Streets and Journal Square Transit Village, Project No. 17-012-E, for the Department of Administration/Division of Engineering, Traffic and Transportation pursuant to specifications and bids thereof; and

WHEREAS, pursuant to public advertisement the City has received (1) bid, the sole responsible bid being that from Smith-Sondy Asphalt Construction Co., Inc., 150 Anderson Avenue, Wallington, New Jersey 07057, in the total bid amount of Two Million, Five Hundred Thirty One Thousand, Nine Hundred Six ($2,531,906.64) Dollars and Sixty Four cents; and

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

WHEREAS, the total contract amount of Two Million, Five Hundred Thirty One Thousand, Nine Hundred Six ($2,531,906.64) Dollars and Sixty Four cents is available in Grant Accounts #02-213-40-704-314, #02-213-40-728-314 and Capital Accounts #04-215-55-158-990, #04-215-55-160-990 and #04-215-55-165-990; 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 Smith-Sondy Asphalt Construction Co., Inc., be accepted and that a contract be awarded to said company in the above amount, the Director of Purchasing is directed to have such a contract drawn up and executed; and be it further

(Continued on page 2)
Continuation of Resolution

City Clerk File No. Res. 19-421
Agenda No. 10.27 MAY 08 2019

TITLE:
RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO SMITH-SONDY ASPHALT CONSTRUCTION CO., INC., FOR THE RESURFACING OF VARIOUS STREETS AND JOURNAL SQUARE TRANSIT VILLAGE, PROJECT NO. 17-012-E FOR THE DEPARTMENT OF ADMINISTRATION/DIVISION OF ENGINEERING, TRAFFIC AND TRANSPORTATION.

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

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.

I, 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>Account</th>
<th>Description</th>
<th>Amount</th>
</tr>
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<tr>
<td>02-213-40-704-314</td>
<td>Grant Acct</td>
<td>$1,038,402.00</td>
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<tr>
<td>04-215-55-158-990</td>
<td>Capital Acct</td>
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<tr>
<td>02-213-40-728-314</td>
<td>Grant Acct</td>
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<tr>
<td>04-215-55-160-990</td>
<td>Capital Acct</td>
<td>$200,000.00</td>
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<tr>
<td>04-215-55-165-990</td>
<td>Capital Acct</td>
<td>$173,504.64</td>
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<td>Total Contract</td>
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<td>$2,531,906.64</td>
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<tr>
<td>04-215-55-150-991</td>
<td>Capital Acct Contingency</td>
<td>$350,214.68</td>
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<tr>
<td>04-215-55-150-990</td>
<td>Capital Acct Contingency</td>
<td>$156,166.65</td>
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<td>Total Encumbrance</td>
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<td>$3,083,287.97</td>
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Approved by Peter P. Elgardo, Director of Purchasing, QPA

PFR/RR/pce 4/30/19

APPROVED:
Business Administrator

APPROVED AS TO LEGAL FORM:
Corporation Counsel

Certification Required ☒
Not Required ☐

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 5.8.19

<table>
<thead>
<tr>
<th>COUNCILPERSON</th>
<th>AYE</th>
<th>NAY</th>
<th>N.V.</th>
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<th>AYE</th>
<th>NAY</th>
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<tr>
<td>RIDLEY</td>
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<td>BOGGIANO</td>
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<td>YUN</td>
<td></td>
<td>SOLOMON</td>
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<td>WATERMAN</td>
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<td></td>
<td></td>
<td>ROBINSON</td>
<td>✓</td>
<td>⬜</td>
<td></td>
<td>LAVARRO, PRES.</td>
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</table>

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

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

Rafael J. Lavarro, Jr., President of Council
Robert Byrne, City Clerk
RESOLUTION FACT SHEET - CONTRACT AWARD

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

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO SMITH-SONDY ASPHALT CONST. CO., INC. FOR THE RESURFACING OF VARIOUS STREETS AND JOURNAL SQUARE TRANSIT VILLAGE PROJECT NO. 17-012 E FOR THE DEPARTMENT OF ADMINISTRATION DIVISION OF ENGINEERING, TRAFFIC AND 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:jcunha@jcnj.org">jcunha@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

Part A: Resurfacing - Construction involves the reconstruction of concrete handicapped ramps with detectable warning surface to ADA compliance within the project’s limits and the resurfacing of West Side Avenue from Danforth Avenue to Virginia Avenue, McCadden Avenue from West Side Avenue to JFK Boulevard, Audubon Avenue from West Side Avenue to JFK Boulevard and College Street from Audubon Avenue to Culver Avenue. The project also involves the installation of new regulatory signs, push buttons, pedestrian signal head, image detectors, traffic stripes, replacement and/or resetting of inlets and sewer manholes casings, decorative crosswalks, speed bumps, and all other incidental work in accordance with the contract documents.

Part B: Journal Square Transit Village – Construction will improve pedestrian and vehicular safety. There will be a raised intersection at Summit Avenue and Sip Avenue along with the installation of regulatory signs, push buttons, pedestrian signal head, traffic stripes, replacement and/or resetting of inlets, etc.

Cost (Identify all sources and amounts)  

<table>
<thead>
<tr>
<th>Acct No.</th>
<th>Fund</th>
<th>Amount</th>
</tr>
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<tbody>
<tr>
<td>02-213-40-704-314</td>
<td>GRANT</td>
<td>$1,038,402.00</td>
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<tr>
<td>02-213-40-728-314</td>
<td>GRANT</td>
<td>$220,000.00</td>
</tr>
<tr>
<td>04-215-55-158-990</td>
<td>CAPITAL</td>
<td>$900,000.00</td>
</tr>
<tr>
<td>04-215-55-160-990</td>
<td>CAPITAL</td>
<td>$200,000.00</td>
</tr>
<tr>
<td>04-215-55-165-990</td>
<td>CAPITAL</td>
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<td>04-215-55-159-991</td>
<td>CAPITAL</td>
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<tr>
<td>04-215-55-159-990</td>
<td>CAPITAL</td>
<td>$156,166.65</td>
</tr>
<tr>
<td>TOTAL</td>
<td></td>
<td>$3,038,287.97</td>
</tr>
</tbody>
</table>

Contract term (include all proposed renewals)

One Hundred and Eighty (180) Days

Type of award  Public Bid

If “Other Exception”, enter type  

Additional Information

I certify that all the facts presented herein are accurate.

[Signature of Department Director]

Date

[Signature of Department Director]

Date

[Signature of Department Director]
DATE: April 25, 2019

TO: Peter Folgado, RPPO, QPA, Purchasing Agent

FROM: Brian D. Platt, Business Administrator

SUBJECT: Award Recommendation Letter

Resurfacing Various Streets and Journal Square Transit Village
Jersey City Project No. 17-012 E

Please be advised, as per review of bid received by the Engineering, Traffic and Transportation office, for above mentioned project, I recommend award of contract to:

SMITH-SONDY ASPHALT CONST. CO., INC.
150 ANDERSON AVENUE
WALLINGTON, NJ 07057

Your office may proceed and utilize the attached requisitions listed below. Also, enclosed is a fact sheet for use with the awarding resolution to be included on the upcoming Council Meeting.

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<td></td>
<td></td>
<td>$2,531,906.64</td>
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<td>0188409</td>
<td>04-215-55-150-991 (Contingency)</td>
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</tr>
<tr>
<td></td>
<td></td>
<td>TOTAL ENCUMBRANCE</td>
</tr>
</tbody>
</table>

WWW.JERSEYCI TYNJ.GOV
If you have any questions do not hesitate to call.

sp/

Attachments

c: Jose R. Cunha, PE, CME, CPWM, CRP, City Engineer
Raquel Tosado, Contractor Manager
Paola Campbell, Purchasing Division
Dawn Odom, Supv. Adm. Analyst
DATE: April 25, 2019

TO: Rolando Lavarro, Council President and Municipal Council

FROM: Jose R. Cunha, PE, CME, CPWM, CRP, Director of ET&T

SUBJECT: Recommendation to Award Contract
        RESURFACING VARIOUS STREETS AND
        JOURNAL SQUARE TRANSIT VILLAGE
        Jersey City Project No. 17-012 E

Attached for your consideration is a Resolution authorizing award of a construction contract between the City and Smith-Sondy Asphalt Const. Co., Inc., from Wallington, NJ for the Resurfacing of Various Streets and Journal Square Transit Village. This project was advertised for public bid, and ONE (1) bid proposal was received on April 23, 2019. The base contract amount is $2,531,906.64. The City has received funding from the State in the amount of $1,258,402.00 for work on this project. The remainder of the project will be funded with City Capital.

Attachments

C: Raquel Tosado, Contractor Manager
   Paola Campbell, Purchasing Division
   Dawn Odom, Supv. Adm. Analyst
DATE: April 25, 2019

TO: Brian D. Platt, Business Administrator

FROM: Jose R. Cunha, PE, CME, City Engineer

SUBJECT: Recommendation Letter

Resurfacing Various Streets and
Journal Square Transit Village
Jersey City Project No. 17-012 E

The Engineering, Traffic and Transportation office received ONE (1) bid, for the above subject project, on April 23, 2019. Please find attached bid summary showing details of the following information.

- **SMITH-SONDY ASPHALT CONST. CO. INC.** BID AMOUNT $2,531,906.64

Upon careful and thorough review of received proposal, we recommend award of contract to Smith-Sondy Asphalt Const. Co., Inc. in the amount of $2,531,906.64.

We attached requisitions along with Fact Sheet for use by the Purchasing Agent. We also include requisitions for a 20% contingency amount of $506,381.33 in case of unforeseen and unexpected field conditions, for a total award of $3,038,287.97.

Should you have any questions or need any additional justifications regarding this contract award, please do not hesitate to call my office at x6986.

C: Dawn Odom, Supv Adm Analyst
### Summary of Bids - State Aid

**Project:** Resurfacing of Various Streets-2017 (Part-A) & Transit village (Part-B)

<table>
<thead>
<tr>
<th>Item #</th>
<th>Description</th>
<th>Qty</th>
<th>Unit Price</th>
<th>Amount</th>
<th>Unit Price</th>
<th>Amount</th>
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<td>$10,000.00</td>
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<td>TRAFFIC CONES</td>
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<td>10</td>
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<td>11</td>
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<td>5 UNIT</td>
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<td>$102.00</td>
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<td>$163.75</td>
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<td>$3,175.00</td>
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**TOTAL OF PAGE 1**

$311,784.00 | $361,650.00

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Name of Contractor: Smith-Sondy Asphalt Const. Co., Inc.

130 Anderson Avenue
Wallingford, NJ-07057

Bids Received: 04/23/2019
New Jersey Department of Transportation  
Division of Local Aid And Economic Development  
Summary of Bids - State Aid

<table>
<thead>
<tr>
<th>Project No.</th>
<th>Description</th>
<th>Qty</th>
<th>Unit Price</th>
<th>Amount</th>
<th>Unit Price</th>
<th>Amount</th>
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<td>$1,800.00</td>
<td>$270,000</td>
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<tr>
<td>31</td>
<td>HMA MILLING, 3&quot; OR LESS</td>
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<td>$975,000</td>
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TOTAL OF PAGE 2 $1,680,850.00 $1,591,335.00
New Jersey Department of Transportation  
Division of Local Aid And Economic Development  
Summary of Bids - State Aid

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**TOTAL BID AMOUNT (PART-A)**  
$2,064,180.00  
$2,000,678.50

**Bids Received 04/28/2019**

Name of Contractor  
Smith-Sondy Asphalt Const. Co., Inc.  
150 Anderson Avenue  
Wallington, NJ-07057  

**Engineer's Estimate (Part A)**  
$1,600,850.00  
$1,591,635.50

**Name of Contractor**  
Smith-Sondy Asphalt Const. Co., Inc.  
150 Anderson Avenue  
Wallington, NJ-07057  

**TOTAL FROM PAGE 2**  
$1,600,850.00  
$1,591,635.50

**Name of Contractor**  
Smith-Sondy Asphalt Const. Co., Inc.  
150 Anderson Avenue  
Wallington, NJ-07057  

**TOTAL BID AMOUNT (PART-A)**  
$2,064,180.00  
$2,000,678.50

**PAGE 3 OF 5**
## Project: Resurfacing of Various Streets-2017 (Part-A) & Transit village (Part-B)

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$2,934,887.89
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Division of Local Aid and Economic Development  
Summary of Bids - State Aid

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<td>BOLLARD</td>
<td>42</td>
<td>16</td>
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TOTAL BID AMOUNT (PART-B) $404,908.50

SUMMARY OF BIDS

CONTRACTOR: Smith-Sondy Asphalt Const. Co., Inc.
Name of Contractor: Smith-Sondy Asphalt Const. Co., Inc.

Engineer's Estimate: $217,938.50

Total BID AMOUNT (PART-B) $404,908.50

I hereby certify that this is a true copy of the bids received on April 23, 2019

[Signature]
Josh R. Caruana, P.E., M.P.E.
Director of Engineering, Traffic and Transportation

PAGE 5 OF 5
### Project No: 17-012-E

#### City of Jersey City
Division of Engineering Traffic Transportation

Resurfacing of Various Streets (MA17) | SQ Transit Village (TV17)

<table>
<thead>
<tr>
<th>Requisition No</th>
<th>Purchase Order</th>
<th>Total Contract</th>
<th>Paid to Date</th>
<th>Remaining Balance</th>
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**TOTAL ENCUM**

|                | $2,531,906.64  | $0.00          | $0.00          |

Base Bid Amount: $2,531,906.64

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<th>Requisition No</th>
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**TOTAL ENCUM**

|                | $506,381.33    | $0.00          | $0.00          |

20 Contingency: $506,381.33

* R 0188093 increase to $173,504.64

D. Odom 4/25/2019
## SCHEDULE OF PRICES

**BASE BID A: RESURFACING OF VARIOUS STREETS**  
*(FY 2017) MUNICIPAL AID*

<table>
<thead>
<tr>
<th>ITEM NO. 1</th>
<th>CONSTRUCTION SIGNS</th>
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<tbody>
<tr>
<td>200 SF @ $10.00 per Square Foot</td>
<td>$2,000.00</td>
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<td><strong>Ten dollars and zero cents</strong></td>
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<td>(Write Unit Price)</td>
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<table>
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<tr>
<th>ITEM NO. 2</th>
<th>BREAKAWAY BARRICADES</th>
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<tr>
<td>60 Units @ $1.00 per Unit</td>
<td>$60.00</td>
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<tr>
<td><strong>One dollar and zero cents</strong></td>
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<th>ITEM NO. 3</th>
<th>TRAFFIC DRUMS</th>
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<td>100 Units @ $0.10 per Unit</td>
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<td><strong>Zero dollars and ten cents</strong></td>
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<table>
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<tr>
<th>ITEM NO. 4</th>
<th>TRAFFIC CONES</th>
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<td>100 Units @ $0.10 per Unit</td>
<td>$10.00</td>
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<tr>
<td><strong>Zero dollars and ten cents</strong></td>
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<tr>
<td>(Write Unit Price)</td>
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</table>
ITEM NO. 5  INLET TYPE ‘A’, IF & WHERE DIRECTED

1 Unit @ $3,355.00 per Unit

Three thousand, three hundred fifty-five dollars and zero cents
(Write Unit Price)

ITEM NO. 6  INLET TYPE ‘B’, IF & WHERE DIRECTED

4 Units @ $1,200.00 per Unit

Four thousand, three hundred dollars and zero cents
(Write Unit Price)

ITEM NO. 7  INLET TYPE ‘E’, IF & WHERE DIRECTED

1 Unit @ $4,500.00 per Unit

Four thousand, five hundred dollars and zero cents
(Write Unit Price)

ITEM NO. 8  RECONSTRUCT INLET, TYPE B, USING EXISTING CASTING (IF & WHERE REQUIRED)

8 Units @ $300.00 per Unit

Eight thousand, five hundred dollars and zero cents
(Write Unit Price)

ITEM NO. 9  RECONSTRUCT INLET, TYPE B, USING NEW CASTING (IF & WHERE REQUIRED)

4 Units @ $1,675.00 per Unit

One thousand, six hundred seventy-five dollars and zero cents
(Write Unit Price)

Proposal  Page P-6
ITEM NO. 10  REPAIRED CATCH BASIN WALL
100 SF @ $115.00 per SF $11,500.00

ITEM NO. 11  RESET INLET W/NEW FRAME, CURB PIECE, BICYCLE SAFE GRATE
30 Units @ $1,750.00 per Unit $52,500.00

ITEM NO. 12  RESET INLET W/EXISTING FRAME, CURB PIECE, BICYCLE SAFE GRATE
5 Units @ $670.00 per Unit $3,350.00

ITEM NO. 13  DRIVEWAY ACCESS BACKPLATE
2 Units @ $1,475.00 per Unit $2,950.00

ITEM NO. 14  CURB PIECE TYPE 'N', 4"
10 Units @ $450.00 per Unit $4,500.00

Proposal Page P-7
ITEM NO. 15  CURB PIECE TYPE 'N', 6"
10 Units @ $450.00 per Unit  $4,500.00

Four hundred fifty dollars and zero cents
(Write Unit Price)

ITEM NO. 16  CURB PIECE TYPE 'N', 8"
2 Units @ $450.00 per Unit  $900.00

Four hundred fifty dollars and zero cents
(Write Unit Price)

ITEM NO. 17  BICYCLE SAFE GRATE
4 Units @ $250.00 per Unit  $1,000.00

Two hundred sixty dollars and zero cents
(Write Unit Price)

ITEM NO. 18  INLET FILTER, TYPE 1
66 Units @ $100.00 per Unit  $6,600.00

One hundred dollars and zero cents
(Write Unit Price)

ITEM NO. 19  CATCH BASIN TRAP
4 Units @ $1,085.00 per Unit  $4,340.00

One thousand sixty-five dollars and zero cents
(Write Unit Price)
ITEM NO. 20  CATCH BASIN WALL PLATE

4 Units @ $1,275.00 per Unit  $6,700.00

One thousand six hundred seventy-five dollars and 00/100
(Write Unit Price) cents

ITEM NO. 21  12" DIP CLASS 52, IF & WHERE DIRECTED

60 L.F. @ $170.00 per Linear Foot  $10,200.00

One hundred seventy dollars and 00/100
(Write Unit Price) cents

ITEM NO. 22  16" DIP CLASS 52, IF & WHERE DIRECTED

40 L.F. @ $184.00 per Linear Foot  $7,360.00

One hundred eighty-four dollars and 00/100
(Write Unit Price) cents

ITEM NO. 23  3/4" WASHED GRAVEL PIPE BEDDING

55 TONS @ $25.00 per Ton  $1,375.00

Twenty-five dollars and 00/100
(Write Unit Price) cents

ITEM NO. 24  9"X20" CONCRETE VERTICAL CURB

1800 L.F. @ $51.80 per Linear Foot  $93,240.00

Fifty-six dollars and eighty cents
(Write Unit Price)

Proposal  Page P-9
<table>
<thead>
<tr>
<th>ITEM NO. 25</th>
<th>CONCRETE SIDEWALK, 4&quot; THICK</th>
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<tbody>
<tr>
<td>800 S.Y. @ $103.75 per Square Yard</td>
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<tr>
<th>ITEM NO. 26</th>
<th>DETECTABLE WARNING SURFACE</th>
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<tr>
<td>80 S.Y. @ $168.00 per Square Yard</td>
<td>$13,440.00</td>
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<tr>
<th>ITEM NO. 27</th>
<th>CONCRETE DRIVEWAY, REINFORCED, 6&quot; THICK</th>
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<tbody>
<tr>
<td>20 S.Y. @ $168.05 per Square Yard</td>
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<tr>
<th>ITEM NO. 28</th>
<th>DENSE-GRADED AGGREGATE, 4&quot; THICK (IF &amp; WHERE REQUIRED)</th>
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<tbody>
<tr>
<td>210 C.Y. @ $16.75 per Cubic Yard</td>
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<th>ASPHALT PRICE ADJUSTMENT</th>
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<td>ITEM NO. 30</td>
<td>FUEL PRICE ADJUSTMENT</td>
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<tr>
<td>Dollar</td>
<td>$1,800.00</td>
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<tr>
<td>ONE THOUSAND EIGHT HUNDRED DOLLARS</td>
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<tr>
<th>ITEM NO. 31</th>
<th>HMA MILLING, 3&quot; OR LESS</th>
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<tr>
<td>49,000 S.Y. @ $5.14 per Square Yard</td>
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<th>HOT MIX ASPHALT 19M64 BASE COURSE, 4&quot; THICK</th>
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<td>7,000 TONS @ $90.74 per TON</td>
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<td>Ninety dollars and seventy-four cents</td>
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<th>ITEM NO. 35</th>
<th>EXCAVATION, UNCLASSIFIED</th>
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<td>100 C.Y. @ $50.00 per Cubic Yard</td>
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<td>Fifty dollars and zero cents</td>
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<td>(Write Unit Price)</td>
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Proposal

Page P-11
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<td>TRAFFIC MARKINGS LINES, LONG LIFE, THERMOPLASTIC, 4&quot;</td>
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<td>38</td>
<td>TRAFFIC MARKINGS SYMBOLS, LONG LIFE, THERMOPLASTIC</td>
<td>800 S.F.</td>
<td>$7.80</td>
<td>$6,240.00</td>
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<td>39</td>
<td>REGULATORY TRAFFIC SIGN WITH STEEL POST</td>
<td>200 SF</td>
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<td>$9,000.00</td>
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<tr>
<td>40</td>
<td>RELOCATE EXISTING TRAFFIC SIGN WITH NEW STEEL POST</td>
<td>15 Units</td>
<td>$125.00</td>
<td>$1,875.00</td>
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**Proposal Page P-12**
ITEM NO. 41  RELOCATE OR REMOVE EXISTING TRAFFIC SIGN
15 Units @ $123.00 per Unit $ 1,845.00

One hundred twenty-three dollars and zero cents
(Write Unit Price)  

ITEM NO. 42  RESET SEWER MANHOLE 24", USING NEW CASTING
55 Units @ $150.00 per Unit $ 8,250.00

Nine hundred fifty dollars and zero cents
(Write Unit Price)  

ITEM NO. 43  RESET SEWER MANHOLE 30", USING NEW CASTING
5 Units @ $130.00 per Unit $ 650.00

One thousand one hundred thirty dollars and zero cents
(Write Unit Price)  

ITEM NO. 44  RESET SEWER MANHOLE 24", USING EXIST. CASTING
5 Units @ $50.00 per Unit $ 250.00

Five hundred sixty dollars and zero cents
(Write Unit Price)  

ITEM NO. 45  RESET SEWER MANHOLE 30" USING EXISTING CASTING
5 Units @ $50.00 per Unit $ 250.00

Five hundred sixty dollars and zero cents
(Write Unit Price)  

ITEM NO. 46  RESET WATER VALVE BOX WITH RISER
100 Units @ $35.00 per Unit $ 3,500.00

Thirty-five dollars and zero cents
(Write Unit Price)  

Proposal Page P-13
ITEM NO. 47
RESET WATER VALVE BOX (RAISE/LOWER ENTIRE BOX)
5 Units @ $560.00 per Unit
$2,800.00

ITEM NO. 48
NEW WATER VALVE BOX ENTIRE ASSEMBLY
6 Units @ $1,675.00 per Unit
$10,050.00

ITEM NO. 49
NEW WATER VALVE BOX UPPER ASSEMBLY
8 Units @ $1,000.00 per Unit
$8,000.00

ITEM NO. 50
"NO PARKING DRIVEWAY" TRAFFIC MARKING
50 Units @ $56.00 per Unit
$2,800.00

ITEM NO. 51
SPEED HUMP
7 Units @ $724.00 per Unit
$5,068.00

ITEM NO. 52
18" X 36" JUNCTION BOX
4 Units @ $12,330.00 per Unit
$49,320.00

Proposal Page P-14
ITEM NO. 53  RESET JUNCTION BOX
8 Units @ $1,750.00 per Unit $ 5,400.00
(Six hundred seventy-five dollars and zero cents
(Write Unit Price)

ITEM NO. 54  FOUNDATION, TYPE SFT
1 Unit @ $5,600.00 per Unit $ 5,600.00
(Five thousand six hundred dollars and zero cents
(Write Unit Price)

ITEM NO. 55  FOUNDATION, TYPE SPF
5 Units @ $2,680.00 per Unit $ 13,400.00
(Two thousand six hundred eighty dollars and zero cents
(Write Unit Price)

ITEM NO. 56  TRAFFIC SIGNAL STANDARD, ALUMINUM
1 Unit @ $3,841.00 per Unit $ 3,841.00
(Three thousand eight hundred forty-one dollars and zero cents
(Write Unit Price)

ITEM NO. 57  TRAFFIC SIGNAL MAST ARM, ALUMINUM
1 Unit @ $3,220.00 per Unit $ 3,220.00
(Three thousand two hundred twenty dollars and zero cents
(Write Unit Price)

ITEM NO. 58  TRAFFIC SIGNAL BACKPLATE
2 Units @ $1,645.00 per Unit $ 3,290.00
(Six hundred forty-five dollars and zero cents
(Write Unit Price)

Proposal  Page P-15
<table>
<thead>
<tr>
<th>Item No.</th>
<th>Description</th>
<th>Units</th>
<th>Unit Price</th>
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<td>$2,155.00 per Unit</td>
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<td>(Write Unit Price)</td>
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<tr>
<td>60</td>
<td>Pedestrian Signal Standard</td>
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<td>$1,690.00 per Unit</td>
<td>$5,450.00</td>
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<td>61</td>
<td>Pedestrian Signal Head</td>
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<td>$2,240.00 per Unit</td>
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<tr>
<td>62</td>
<td>Push Button Assembly, Type APS</td>
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<td>$1,515.00 per Unit</td>
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<tr>
<td>63</td>
<td>3&quot; Rigid Metallic Conduit, Type Earth</td>
<td>150</td>
<td>$1.90 per Linear Foot</td>
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<tr>
<td>64</td>
<td>Traffic Signal Cable, 2 Conductor</td>
<td>1,000</td>
<td>$2.23 per Linear Foot</td>
<td>$2,230.00</td>
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<td>(Write Unit Price)</td>
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</tbody>
</table>
ITEM NO. 65  TRAFFIC SIGNAL CABLE, 5 CONDUCTOR

1,000 LF @ $2.90 per Linear Foot  $2,900.00

Two dollars and ninety cents
(Write Unit Price)

ITEM NO. 66  TRAFFIC SIGNAL CABLE, 10 CONDUCTOR

800 LF @ $1.04 per Linear Foot  $832.00

Four dollars and forty cents
(Write Unit Price)

ITEM NO. 67  GROUND WIRE, NO. 8 AWG

400 LF @ $2.60 per Linear Foot  $1,040.00

Two dollars and sixty cents
(Write Unit Price)

ITEM NO. 68  CONTROLLER MODIFICATION

4 Units @ $1,230.00 per Unit  $4,920.00

One thousand two hundred thirty dollars and zero cents
(Write Unit Price)

ITEM NO. 69  CONTROLLER

8 Units @ $3,685.00 per Unit  $29,480.00

Three thousand six hundred eighty-five dollars
(Write Unit Price) and zero cents

ITEM NO. 70  IMAGING DETECTION SYSTEM

12 Units @ $21,855.00 per Unit  $258,220.00

Two hundred fifty-five thousand, eight hundred fifty-five dollars
(Write Unit Price) and zero cents
ITEM NO. 71  DECORATIVE CROSSWALK

1,800 SF @ $20.65 per Square Foot  $37,170.00

Twenty dollars and sixty-five cents
(Write Unit Price)

SUBTOTAL (BASE BID A ITEMS 1-71)

$2,100,678.50
(In Figures)

Two million six hundred seventy-eight dollars and fifty cents
(Price In Words - Dollars and Cents)
## SCHEDULE OF PRICES

**BASE BID B: JOURNAL SQUARE TRANSIT VILLAGE (FY 2017)**

### ITEM NO. 1
**CONSTRUCTION SIGNS**

- 150 SF @ $20.00 per Square Foot
  - **Total:** $300.00
  - **Amount:** Twenty dollars and zero cents

### ITEM NO. 2
**BREAKAWAY BARRICADES**

- 50 Units @ $1.00 per Unit
  - **Total:** $50.00
  - **Amount:** One dollar and zero cents

### ITEM NO. 3
**TRAFFIC DRUMS**

- 10 Units @ $10.00 per Unit
  - **Total:** $100.00
  - **Amount:** Sixty dollars and zero cents

### ITEM NO. 4
**TRAFFIC CONES**

- 50 Units @ $10.00 per Unit
  - **Total:** $500.00
  - **Amount:** Ten dollars and zero cents

### ITEM NO. 5
**INLET TYPE ‘B’, IF & WHERE DIRECTED**

- 6 Units @ $4135.00 per Unit
  - **Total:** $24810.00
  - **Amount:** Four thousand, one hundred thirty-five dollars and zero cents

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Proposal Page P-19
ITEM NO. 6  RECONSTRUCT INLET, TYPE B, USING NEW CASTING (IF & WHERE DIRECTED)
2 Units @ $1,675.00 per Unit  $3,350.00

ITEM NO. 7  REPAIRED CATCH BASIN WALL
30 SF @ $15.00 per Square Foot  $345.00

ITEM NO. 8  RESET INLET W/EXIST. FRAME, CURB PIECE BYCICLE SAFE GRATE
4 Units @ $670.00 per Unit  $2,680.00

ITEM NO. 9  INLET FILTER, TYPE 1
6 Units @ $1.00 per Unit  $6.00

ITEM NO. 10  12" DIP CLASS 52, IF & WHERE DIRECTED
80 LF. @ $218.00 per Linear Foot  $17,440.00

Proposal  Page P-20
ITEM NO. 11  16" DIP CLASS 52, IF & WHERE DIRECTED

80 L.F. @ $232.00 per Linear Foot                      $18,560.00

Ten hundred thirty-two dollars and zero cents
(Write Unit Price)

ITEM NO. 12  3/4" WASHED GRAVEL PIPE BEDDING

50 TONS @ $15.65 per TON                               $782.50

Fifteen dollars and sixty-five cents
(Write Unit Price)

ITEM NO. 13  9"X20" CONCRETE VERTICAL CURB

650 L.F. @ $68.15 per Linear Foot                      $44,297.50

Sixty-eight dollars and fifteen cents
(Write Unit Price)

ITEM NO. 14  CONCRETE SIDEWALK, 4" THICK

510 S.Y. @ $121.25 per Square Yard                     $61,837.50

One hundred twenty-one dollars and twenty-five cents
(Write Unit Price)

ITEM NO. 15  PAVERS

15 S.Y. @ $168.00 per Square Yard                      $2,520.00

One hundred sixty-eight dollars and zero cents
(Write Unit Price)
ITEM NO. 16  DETECTABLE WARNING SURFACE

15.3 S.Y. @ $0.15.00 per Square Yard $3,289.50

(Write Unit Price)

ITEM NO. 17  DENSE-GRADED AGGREGATE, 4" THICK

(IF & WHERE REQUIRED)

168 C.Y. @ $22.35 per Cubic Yard $3,754.80

(Write Unit Price)

ITEM NO. 18  ASPHALT PRICE ADJUSTMENT

Dollar $100.00

(Write Dollar Price)

ITEM NO. 19  FUEL PRICE ADJUSTMENT

Dollar $100.00

(Write Dollar Price)

ITEM NO. 20  HMA MILLING, 3" OR LESS

1,055 S.Y. @ $16.75 per Square Yard $17,671.25

(Write Unit Price)

ITEM NO. 21  HMA PATCH

50 TONS @ $120.00 per TON $6,000.00

(Write Unit Price)

Proposal

Page P-22
ITEM NO. 22  HOT MIX ASPHALT 19M64 BASE COURSE, 4" THICK
28 TONS @ $107.00 per TON $2,996.00
(Write Unit Price)

ITEM NO. 23  HOT MIX ASPHALT 9.5M64 SURFACE COURSE, 2" THICK
450 TONS @ $107.00 per TON $48,150.00
(Write Unit Price)

ITEM NO. 24  EXCAVATION, UNCLASSIFIED
150 C.Y. @ $80.00 per Cubic Yard $12,000.00
(Write Unit Price)

ITEM NO. 25  EXCAVATION TEST PITS
5 C.Y. @ $100.00 per Cubic Yard $5,000.00
(Write Unit Price)

ITEM NO. 26  TRAFFIC MARKINGS LINES, LONG LIFE, THERMOPLASTIC, 4" THICK
8,068 L.F. @ $0.78 per Linear Foot $6,293.04
(Write Unit Price)

ITEM NO. 27  TRAFFIC MARKINGS SYMBOLS, LONG LIFE, THERMOPLASTIC
241 S.F. @ $7.80 per Square Foot $1,879.80
(Write Unit Price)
ITEM NO. 28  REGULATORY TRAFFIC SIGN WITH STEEL POST
66 SF @ $ 45.00 per Square Foot $ 2970.00

(Write Unit Price)

ITEM NO. 29  RELOCATE EXISTING TRAFFIC SIGN ON NEW STEEL POST
2 Units @ $ 123.00 per Unit $ 246.00

One hundred twenty-three dollars and
zero cents
(Write Unit Price)

ITEM NO. 30  RELOCATE OR REMOVE EXISTING TRAFFIC SIGN
4 Units @ $ 123.00 per Unit $ 492.00

One hundred twenty-three dollars and
zero cents
(Write Unit Price)

ITEM NO. 31  RESET SEWER MANHOLE 24", USING NEW CASTING
1 Unit @ $ 100.00 per Unit $ 1,000.00

One thousand dollars and zero cents
(Write Unit Price)

ITEM NO. 32  RESET SEWER MANHOLE 30", USING NEW CASTING
1 Unit @ $ 100.00 per Unit $ 1,000.00

One thousand dollars and zero cents
(Write Unit Price)

ITEM NO. 33  RESET SEWER MANHOLE 24", USING EXISTING CASTING
1 Unit @ $ 670.00 per Unit $ 670.00

Six hundred seventy dollars and zero cents
(Write Unit Price)
<table>
<thead>
<tr>
<th>Item No.</th>
<th>Description</th>
<th>Quantity</th>
<th>Unit Price</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>34</td>
<td><strong>RESET SEWER MANHOLE 30&quot;, USING EXISTING CASTING</strong></td>
<td>1 unit</td>
<td>$670.00</td>
<td>$670.00</td>
</tr>
<tr>
<td></td>
<td>(Write Unit Price)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>35</td>
<td><strong>RESET WATER VALVE BOX WITH RISER</strong></td>
<td>3 units</td>
<td>$35.00</td>
<td>$105.00</td>
</tr>
<tr>
<td></td>
<td>(Write Unit Price)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>36</td>
<td><strong>RESET WATER VALVE BOX (RAISE/LOWER ENTIRE BOX)</strong></td>
<td>1 unit</td>
<td>$1,230.00</td>
<td>$1,230.00</td>
</tr>
<tr>
<td></td>
<td>(Write Unit Price)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>37</td>
<td><strong>NEW WATER VALVE BOX ENTIRE ASSEMBLY</strong></td>
<td>1 unit</td>
<td>$1,450.00</td>
<td>$1,450.00</td>
</tr>
<tr>
<td></td>
<td>(Write Unit Price)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>38</td>
<td><strong>NEW WATER VALVE BOX UPPER ASSEMBLY</strong></td>
<td>1 unit</td>
<td>$1,370.00</td>
<td>$1,370.00</td>
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<tr>
<td></td>
<td>(Write Unit Price)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>39</td>
<td><strong>DECORATIVE CROSSWALK</strong></td>
<td>4,925 SF</td>
<td>$20.85</td>
<td>$101,701.25</td>
</tr>
<tr>
<td></td>
<td>(Write Unit Price)</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
ITEM NO. 40  IMAGING DETECTION SYSTEM

2 Units @ $21,658.00 per Unit $43,316.00

(Twenty-one thousand, six hundred fifty-eight dollars and zero cents)

ITEM NO. 41  CONTROLLER MODIFICATION

1 Unit @ $1,230.00 per Unit $1,230.00

(One thousand, two hundred thirty dollars and zero cents)

ITEM NO. 42  BOLLARD

18 Units @ $4,100.00 per Unit $82,800.00

(Four thousand, six hundred dollars and zero cents)

SUBTOTAL (BASE BID B ITEMS 1-42)

$ 531,228.14

(Five hundred thirty-one thousand, two hundred twenty-eight dollars and fourteen cents)

TOTAL (BASE BID A PLUS BASE BID B)

TOTAL BASE BID PRICE

$ 2,531,901.64

(Two million, five hundred thirty-one thousand, nine hundred dollars and sixty-four cents)
Taxpayer Identification# 221-452-733/000

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 withholding). 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 52 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.

Sincerely,

[Signature]

Director
New Jersey Division of Revenue

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

TAXPAYER NAME: SMITH-ROSEY ASPHALT CONSTRUCTION CO.

ADDRESS:
100 ANDERSON AVE
WALLINGTON NJ 07057-4122

EFFECTIVE DATE: 04/29/42

TRADE NAME: [Redacted]

SEQUENCE NUMBER: 016822

ISSUANCE DATE: 03/19/10

[Signature]
New Jersey Division of Revenue

On-Line Business Registration Certificate Service

CERTIFICATE NUMBER 0183922 FOR SMITH-SONDY ASPHALT CONSTRUCTION CO. IS VALID.

VERIFIED
PC

https://www1.state.nj.us/TYTR_BRC/servlet/common/BRCLogin

4/26/2019
State of New Jersey

Department of Labor and Workforce Development
Division of Wage and Hour Compliance

Public Works Contractor Registration Act

Pursuant to N.J.S.A. 34:11-56.48, et seq. of the Public Works Contractor Registration Act, this certificate of registration is issued for purposes of bidding on any contract for public work or for engaging in the performance of any public work to:

Smith-Sonny Asphalt Construction Co., Inc.

Responsible Representative(s):
Joseph Smith, President
Nicola Genchi, Vice-President

This certificate may not be transferred or assigned and may be revoked for cause by the Commissioner of Labor and Workforce Development.
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 consistent with the targeted county employment goal, the contractor or subcontractor shall be required to employ 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 apprentices to journey worker ratio specified in the applicable collective bargaining agreement, or in the absence of a collective bargaining agreement, exceeds the ratio established in 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 of 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 to the 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 of seq. (P.L. 1975, c. 127) and N.J.A.C. 17:27.

Representative's Name/Title (Print) Nicola P. Gendichi, PC
Representative's Signature: 

Name of Company: Smith-Simco Asphal Construction Co., Inc.

Tel. No. 973-777- Date: April 23, 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. § 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 there to, 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 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 the 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 action available to it under any other provisions of the Agreement or otherwise at law.

Representative’s Name/Title: Nicola C. Benchi
Representative’s Signature: 
Name of Company: Smith, Smith, Bechtel Construction Co., Inc.
Tel. No.: 917-777-7833
Date: April 28, 2017
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: Smith-Sweda Asphalt Construction Co., Inc.
Address: 150 Anderson Avenue, Wellingtton, NJ 07087
Telephone No.: 973-777-7833
Contact Name: Nicola P. Geraci, P.E., VP

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:** Smith Sandy Asphalt Construction Co., Inc.

**Address:** 150 Anderson Avenue, Willing, NJ 07087

**Telephone No.:** 973.777.7833

**Contact Name:** Nicola P. Fennick, P.S.

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
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:** Inclusive Viewpoint Sports & Concourse Square, 17-013-E

**Contractor:** Smith & Gray Arch Ltd

Bid Amount: 2,931,900.64

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>
</tr>
</thead>
<tbody>
<tr>
<td>Milling</td>
<td>200,000.00</td>
<td>☑️</td>
</tr>
<tr>
<td>Concrete Items</td>
<td>200,000.00</td>
<td>X</td>
</tr>
<tr>
<td>Electrical</td>
<td>380,000.00</td>
<td>X</td>
</tr>
<tr>
<td>Shoring</td>
<td>190,000.00</td>
<td>X</td>
</tr>
<tr>
<td>Traffic, Street Signs</td>
<td>20,000.00</td>
<td>X</td>
</tr>
</tbody>
</table>

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: Resurfacing Various Streets + Journal Square Transit Village
Contractor: Smith, Smolka, Asphalt & Construction Co., Inc.
Bid Amount: $1,531,926.10

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>
</tr>
</thead>
<tbody>
<tr>
<td>Milling</td>
<td>200,000.00</td>
<td>X</td>
</tr>
<tr>
<td>Concrete</td>
<td>200,000.00</td>
<td>X</td>
</tr>
<tr>
<td>Electrical</td>
<td>380,000.00</td>
<td>X</td>
</tr>
<tr>
<td>Striping</td>
<td>190,000.00</td>
<td>X</td>
</tr>
<tr>
<td>Traffic/Street Signs</td>
<td>20,000.00</td>
<td>X</td>
</tr>
</tbody>
</table>

Receipt of this report by the City does not constitute acceptance by the City of minority business participation goals less than 20% or woman 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

AA-20
MWBE Page 3 Project: Resurfacing Various Streets and Journal Square Village

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>
<th>Check appropriate column</th>
</tr>
</thead>
<tbody>
<tr>
<td>Milling</td>
<td>Kintopaving [City, State]</td>
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<td>X</td>
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<tr>
<td>Concrete</td>
<td>Pacific Contractors [City, State]</td>
<td>200,000</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>Electrical</td>
<td>Allard Taylor Electric [City, State]</td>
<td>300,000</td>
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</tr>
<tr>
<td>Stripping</td>
<td>Statewide Stripping [City, State]</td>
<td>190,000</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>Street Signs</td>
<td>American [City, State]</td>
<td></td>
<td></td>
<td></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?

Smith-Sonka utilizes our long standing relations with our minority subcontractors for all projects.

Name of Contractor: Smith-Sonka Asphalt Construction Co., Inc.

By: Signature

Type or print name/title: Nicola P. Cencich, P.E. VP

Telephone No: 913-777-7833 Date: April 23, 2019

For City Use:

Acceptable M/W Business Participation levels for this Project:

By: ___________________________ Date: ___________________________
2. As to subcontracted trade mandated to be included in proposal pursuant to N.J.S.A. 46A: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>To Minority or Woman Owned Business</th>
</tr>
</thead>
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<td></td>
<td></td>
<td></td>
<td>Minority</td>
</tr>
<tr>
<td>Milling</td>
<td>Riverview Paving 13 Eagle Rock Dr. East Orange, NJ</td>
<td>200,000</td>
<td>X</td>
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<tr>
<td>Concrete</td>
<td>Pacific Concrete 521 Route 28 West Orange, NJ</td>
<td>200,000, 00</td>
<td>X</td>
</tr>
<tr>
<td>Electrical</td>
<td>Allan Pontiac Electrical 380 000, 00</td>
<td>140,000</td>
<td>X</td>
</tr>
<tr>
<td>Stripping</td>
<td>Statewide Strip 449 Morriston St. Morristown, NJ</td>
<td>30,000</td>
<td>X</td>
</tr>
<tr>
<td>Street/Driv Br</td>
<td>105 w. Derry Ave. Natchez, MS</td>
<td>20,000</td>
<td>X</td>
</tr>
</tbody>
</table>

3. What is your policy and practice with respect to outreach and consideration of minority and woman-owned vendors/contractors as contractors and/or suppliers?

Smith Sandy utilizes our long standing relations with minority subcontractors for all projects.

Name of Contractor: Smith Sandy Asplast Constr. Co., Inc.

By: Signature

Type or print name/title: Nicole P. Gradi, VP

Telephone No: 973-777-7833 Date: April 23, 2019

For City Use:

Acceptable M/W Business Participation levels for this Project:

By: Date:

PURCHASING COPY
RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO AL'S TOWING AND RECOVERY INC. FOR HEAVY DUTY TRUCK TOWING SERVICES FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF AUTOMOTIVE MAINTENANCE

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, Division of Automotive Maintenance requires towing services for its heavy duty fleet; and

WHEREAS, in conformity with N.J.S.A. 40A:11-6.1(a) the City of Jersey City ("City") informally solicited two quotes, including one from Al's Towing and Recovery Inc., 384 Paterson Plan Road, Jersey City, New Jersey 07307 in the total amount of twenty four thousand dollars ($24,000.00); and

WHEREAS, the Purchasing Director believes the proposal of Al's Towing and Recovery, 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 Director of the Department of Public Works determined and certified in writing that the value of the contract will exceed $17,500.00; and

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

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

WHEREAS, the Contractor has submitted its Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance 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>Term Encumbrance</th>
</tr>
</thead>
<tbody>
<tr>
<td>01-201-26-315-310</td>
<td>133478</td>
<td>$24,000.00</td>
<td>$5,000.00</td>
</tr>
</tbody>
</table>

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

1. A contract in the amount of $24,000.00 is awarded to Al's Towing and Recovery, Inc. for heavy duty towing services is authorized;

2. The term of the contract shall be effective May 10, 2019 through December 31, 2019;

(Continue on page 2)
RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO AL'S TOWING AND RECOVERY INC. FOR HEAVY DUTY TRUCK TOWING SERVICES FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF AUTOMOTIVE MAINTENANCE

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(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.

\[ \text{Elizabeth Castillo, Acting Chief Financial Officer, certify that there are sufficient funds available for payment of this above resolution.} \]

\[ \text{Account} \]
\[ \text{PO \#} \]
\[ \text{Total Contract} \]
\[ \text{Temp Encumbrance} \]

\[ \text{01-201-26-315-310} \]
\[ \text{133478} \]
\[ \text{\$24,000.00} \]
\[ \text{\$5,000.00} \]

\[ \text{Approved by: Peter Folgado, Director of Purchasing, CPA, PPO} \]
\[ \text{4/29/19} \]
\[ \text{Date} \]

\[ \text{PF/pv/JMK} \]
\[ \text{4/24/19} \]

\[ \text{APPROVED: } \]
\[ \text{APPROVED AS TO LEGAL FORM} \]

\[ \text{Certification Required} \]
\[ \text{Not Required} \]

\[ \text{RECORD OF COUNCIL VOTE ON FINAL PASSAGE 5-8-19} \]

<table>
<thead>
<tr>
<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>
</tr>
<tr>
<td>PRINZ-AREY</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>BOGGIANO</td>
<td></td>
<td></td>
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<tr>
<td>RIDLEY</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>BOGGIANO</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

\[ \text{\(\checkmark\) Indicates Vote} \]

\[ \text{N.V.-Not Voting (Abstain)} \]

\[ \text{Rolando R. Lavaro, Jr., President of Council} \]

\[ \text{Robert Byrne, City Clerk} \]

\[ \text{Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.} \]
DETERMINATION OF VALUE CERTIFICATION

I, Patrick G. Stamato, of full age, hereby certify the following:

1. I am the Director for the Department of Public Works.
2. There exists a need for towing services for heavy duty City vehicles.
3. The City informally solicited quotations for such services.
4. The Department's recommendation is to award a contract to Al's Towing and Recovery.
5. The cost of the Contract exceeds $17,500.00.
6. This certification is made pursuant to N.J.S.A. 19:44A-20.5.
7. I certify that the foregoing statements are true. I am aware that if any of the following statements made by me are willfully false, I am subject to legal action to the fullest extent of the law.

Date: 04/25/19

Patrick G. Stamato, DPW Director
RESOLUTION FACT SHEET - CONTRACT AWARD

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

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO AL'S TOWING AND RECOVERY INC. FOR HEAVY DUTY TRUCK TOWING SERVICES FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF AUTOMOTIVE MAINTENANCE

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, Martin Valenti</td>
<td>Asst. DPW Director, Automotive Director</td>
</tr>
<tr>
<td>Phone/email</td>
<td>201-547-4400, 201-547-4422</td>
<td><a href="mailto:oritiz@jcnj.org">oritiz@jcnj.org</a>, <a href="mailto:mvalenti@jcnj.org">mvalenti@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 heavy-duty tows of City vehicles as needed.
• Al’s Towing is a local Jersey City vendor.

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

<table>
<thead>
<tr>
<th>01-201-26-315-310 (Automotive Operating Account)</th>
<th>05/10/19 to 12/31/19</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total contract amount =$24,000.00</td>
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</tr>
<tr>
<td>Temporary Encumbrancy =$5,000.00</td>
<td></td>
</tr>
</tbody>
</table>

Type of award: Non-Fair and Open

If "Other Exception", enter type

Additional Information

I certify that all the facts presented herein are accurate.

Signature of Department Director: [Signature] Date: 04/25/19

Signature of Purchasing Director: [Signature] Date: 04/29/19
<table>
<thead>
<tr>
<th>LINE#</th>
<th>DESCRIPTION/MFGR/BRAND</th>
<th>EST QUANTITY</th>
<th>UNIT</th>
<th>% DISCOUNT</th>
<th>UNIT PRICE</th>
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<tbody>
<tr>
<td>00040</td>
<td>COMM CODE: 968-90-064327 [PUBLIC WORKS AND RELATED SERVICES]</td>
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<tr>
<td></td>
<td>ITEM DESCRIPTION: ESSEX COUNTY, FOR VEHICLES OVER 11,500 LB. GVWR. TOWING RATE</td>
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<td></td>
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<tr>
<td>00041</td>
<td>COMM CODE: 968-90-064328 [PUBLIC WORKS AND RELATED SERVICES]</td>
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<td>EACH</td>
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<tr>
<td></td>
<td>ITEM DESCRIPTION: ESSEX COUNTY, FOR VEHICLES OVER 11,500 LB. GVWR. HOOK-UP COST</td>
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<td></td>
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<tr>
<td>00042</td>
<td>COMM CODE: 928-67-070616 [EQUIPMENT MAINTENANCE AND REPAIR...]</td>
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<tr>
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<td>$4.00000</td>
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<td></td>
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<td>$85.00000</td>
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<td>ITEM DESCRIPTION: HUDSON COUNTY, FOR VEHICLES 11,500 LB. GVWR AND UNDER. HOOK-UP COST</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
CERTIFICATE NUMBER 0072944 FOR AL'S TOWING & RECOVERY INC. IS VALID.
AL'S TOWING & RECOVERY INC.
384 PATERSO PLANK RD
JERSEY CITY NJ 07307

Taxpayer identification#: 222-600-300/000

Dear Business Representative:

Recently enacted State law (Public Law 2001, c.134) requires all contractors and subcontractors with State, county and municipal agencies to provide proof of their registration with the Department of the Treasury, Division of Revenue. The law became effective September 1, 2001.

Our records indicate that you are currently registered with the Division of Revenue, and accordingly, we have attached a Proof of Registration Certificate for your use. If you are currently under contract or entering into a contract with a State, county or local agency, you must provide a copy of the certificate to the contracting agency.

Please note that the law sets forth penalties for non-compliance with the provisions above. See N.J.S.A. 54:52-23.

Finally, please note that the new law amended Section 92 of the Casino Control Act, which deals with the casino service industry.

Should you have any questions or require more information about the attached certificate, or are involved with the casino service industry, call (609) 292-1780.

Thank you in advance for your consideration and cooperation.

Sincerely,

Patricia A. Chiaccio
Director, Division of Revenue

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE
FOR STATE AGENCY AND CASINO SERVICE CONTRACTORS

TAXPAYER NAME:
AL'S TOWING & RECOVERY INC.

TAXPAYER IDENTIFICATION#:
222-600-300/000

ADDRESS:
384 PATERSO PLANK RD
JERSEY CITY NJ 07307

EFFECTIVE DATE:
05/02/01

FORM-BRC-01

TRADE NAME:

CONTRACTOR CERTIFICATION#:
0072044

ISSUANCE DATE:
09/13/01

Patricia A. Chiaccio
Director, Division of Revenue
CERTIFICATE OF EMPLOYEE INFORMATION REPORT

This is to certify that the undersigned has submitted an Employee Information Report pursuant to N.J.A.C. 17:25-1.1 et seq. and the same has been filed with the Board. This approval will remain in effect for the period of

AL'S TOWING & RECOVERY
334 PATerson BLANK ROAD
JERSEY CITY
NO. 07304

FEB 6'19 AM 11:17
EXHIBIT A (Continuation)

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

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

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

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

- Letter of Federal Affirmative Action Plan Approval
- Certificate of Employee Information Report
- Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division’s website at www.state.nj.us/purchasecontract_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 contractor/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): Kerri Francis / Cref. Sec.

Representative's Signature: ____________________________

Name of Company: AL'S Towing & Recovery, Inc.

Tel. No.: (201) 653-3636  Date: 1-23-19.
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 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, 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 Print: Francois / Corp. Sec
Representative's Signature: __________
Name of Company: ATC Towing & Recovery, Inc.
Tel No.: (201) 653-3636
Date: 7/23/19
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: All's Towing & Recovery, Inc.
Address: 384 Paterson Plank Rd, Jersey City, NJ 07307
Telephone No.: (201) 453-3636
Contact Name: Kelly Franco

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-529 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

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

Business Name: DHI'S Tailoring & Altering Inc.
Address: 384 Park Ave, Jersey City, NJ 07307
Telephone No.: (201) 653-3636
Contact Name: Kerri Francis

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.
BUSINESS ENTITY DISCLOSURE CERTIFICATION
FOR NON-PARTY AND OPEN CONTRACTS
Required Pursuant To N.J.S.A. 19:44A-20.5
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), (c) and (e).

| Steven Fulop for Mayor 2017 | Mira Prinz-Acey for Council |
| Lavalle for Councilman | Friends of Richard Boggianno |
| Friends of Joyce Watterman | Michael Yun for Council |
| Friends of Daniel Rivera | Solomon for Council |
| Ridley for Council | Friends of Jermaine Robinson |

Part II - Ownership Disclosure Certification
☐ I certify that the list below contains the names and home addresses of all owners holding 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business entity:
☐ Partnership ☐ Corporation ☐ Sole Proprietorship ☐ Subchapter S Corporation
☐ Limited Partnership ☐ Limited Liability Corporation ☐ Limited Liability Partnership

<table>
<thead>
<tr>
<th>Name of Sock or Shareholder</th>
<th>Home Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>ALFRED FRANCIS, JR.</td>
<td>53 KATHLEEN ST, LITTLE ECK WJ 07643</td>
</tr>
</tbody>
</table>

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

Name of Business Entity: ALFRED FRANCIS, JR. Title: 
Signature of Affiant: 
Printed Name of Affiant: 
Subscribed and sworn before me this day of , 2019

(Witnessed or notarized by) 

My Commission expires: December 27, 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 [A1's. Tunnel e & Peau, Inc.] (name of business entity) has not made any reportable contributions in the **one-year period preceding **/3/2 (date City Council award entered) that would be deemed to be violations of Section One of the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 06-128 (attached hereto) and that would bar the award of this contract. I further certify that during the term of the contract **/3/2 (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: A1's. Tunnel e & Peau, Inc.

Signed ___________________________ Title: Corp. Sec.

Print Name: Keri Francis Date: 1/29/19

Subscribed and sworn before me this 1 day of ___________ 2019

My Commission expires: ___________________________ (Affiant)

My Commission Expires December 27, 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.
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:
Address:
City: Jersey City
State: NJ
Zip: 07307

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>
<tr>
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</tbody>
</table>

Check here if the information is continued on subsequent page(s)
Resolution of the City of Jersey City, N.J.

RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO F&S TIRE CORPORATION FOR THE PURCHASE & DELIVERY OF VARIOUS TIRES UNDER STATE CONTRACT FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF AUTOMOTIVE MAINTENANCE

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, the Division of Automotive Maintenance needs various tires for its fleet of vehicles; and

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

WHEREAS, F&S Tire Corporation, 58 Brunswick Avenue, P.O. Box 1352, Edison, New Jersey 08817 is and authorized dealer for Goodyear Tire & Rubber Company who in possession of NASPO/VP M208, PA State contract A82527, and Bridgestone Americas Inc., NASPO/VP 19102, PA State contract A82528, and will provide the tires for a total contract amount of two hundred thousand dollars ($200,000.00); 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>Encumbrance</th>
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<td>01-201-26-315-215</td>
<td>133352</td>
<td>A82527, A82528</td>
<td>$200,000.00</td>
<td>$10,000.00</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 in the amount of $200,000.00 is awarded to F&S Tires Corporation for the purchase and delivery of tires 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 May 9, 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

(Continued to page 2)
RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO F&S TIRE CORPORATION FOR THE PURCHASE AND DELIVERY OF VARIOUS TIRES UNDER STATE CONTRACT FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF AUTOMOTIVE MAINTENANCE

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.

Elizabcth 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>P.O. #</th>
<th>State Contract</th>
<th>Total Contract</th>
<th>Encumbrance</th>
</tr>
</thead>
<tbody>
<tr>
<td>01-201-26-315-216</td>
<td>133352</td>
<td>A82527, A82528</td>
<td>$200,000.00</td>
<td>$10,000.00</td>
</tr>
</tbody>
</table>

Approved by: Peter Inglese, Director of Purchasing

4/29/19

Approved:

Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel

Record of Council Vote on Final Passage 5.8.19

<table>
<thead>
<tr>
<th>COUNCILPERSON</th>
<th>AYE</th>
<th>NAY</th>
<th>N.V.</th>
<th>COUNCILPERSON</th>
<th>AYE</th>
<th>NAY</th>
<th>N.V.</th>
<th>COUNCILPERSON</th>
<th>AYE</th>
<th>NAY</th>
<th>N.V.</th>
</tr>
</thead>
<tbody>
<tr>
<td>RIDLEY</td>
<td>✓</td>
<td></td>
<td></td>
<td>YUN</td>
<td></td>
<td></td>
<td>✓</td>
<td>ABSENT</td>
<td>✓</td>
<td></td>
<td></td>
</tr>
<tr>
<td>PRINZAREY</td>
<td>✓</td>
<td></td>
<td></td>
<td>SOLOMON</td>
<td>✓</td>
<td></td>
<td></td>
<td>RIVERA</td>
<td></td>
<td></td>
<td>✓</td>
</tr>
<tr>
<td>BOGGANO</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.

Roberto R. Lavano, Jr., President of Council

Robert Byms, 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 F&S TIRE CORPORATION FOR THE PURCHASE AND DELIVERY OF VARIOUS TIRES UNDER STATE CONTRACT FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF AUTOMOTIVE MAINTENANCE

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>Martia Valenti</td>
<td>Automotive Director</td>
</tr>
<tr>
<td>Phone/email</td>
<td>201-547-4400</td>
<td><a href="mailto:orihiz@icnj.org">orihiz@icnj.org</a></td>
</tr>
<tr>
<td></td>
<td>201-547-4422</td>
<td><a href="mailto:mvalenti@icnj.org">mvalenti@icnj.org</a></td>
</tr>
</tbody>
</table>

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

- To provide various automotive tires for the City's fleet of vehicles.
- Such as Goodyear and Bridgestone brands.
- DPW spent about $200,000.00 in 2018.

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

01-201-26-315-216 (Automotive Operating Account) 05/01/19 to 12/31/19
Total contract amount = $200,000.00
Temporary Encumbrancy = $10,000.00

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

Date
Master Blanket Purchase Order 19-FLEET-00708

**Header Information**

<table>
<thead>
<tr>
<th>Purchase Order Number:</th>
<th>19-FLEET-00708</th>
<th>Release Number:</th>
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<tbody>
<tr>
<td>Status:</td>
<td>3PS - Sent</td>
<td>Purchaser:</td>
<td>Kristi Thomas</td>
</tr>
<tr>
<td>Fiscal Year:</td>
<td>2019</td>
<td>PO Type:</td>
<td>Blanket</td>
</tr>
<tr>
<td>Organization:</td>
<td>Division of Purchase and Property</td>
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<td></td>
</tr>
<tr>
<td>Department:</td>
<td>DPP - Division of Purchase and Property</td>
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<tr>
<td>Alternate ID:</td>
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<td></td>
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<tr>
<td>Days ARO:</td>
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<td></td>
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<td>Print Dest Detail:</td>
<td>If Different</td>
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<tr>
<td>Catalog ID:</td>
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<tr>
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<tr>
<td>T Number:</td>
<td>M8000</td>
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<tr>
<td>NJ Cooperative Purchasing:</td>
<td>Yes</td>
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<tr>
<td>Green Blanket PO:</td>
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<tr>
<td>Emergency Blanket PO:</td>
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<tr>
<td>Small Business Category:</td>
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</tr>
<tr>
<td>Performance Bond Required:</td>
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<td></td>
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</table>

| Short Description:     | M-8000 Tires, Tubes and Services |
| Receipt Method:        | Dollars |
| Minor Status:          |                |
| Location:              | FLEET - Commodities Fleet |
| Entered Date:          | 03/29/2019 11:51:29 AM |
| Retainage %:           | 0.00%          |
| Type Code:             | NATCOOP/NJCOOP |
| Control Code:          |                |
| Discount %:            | 0.00%          |
| Release Type:          | Direct Release |
| Pcard Enabled:         | No             |
| Actual Cost:           | $504.00        |

Primary Vendor Information & PO Terms

| Vendor: | V00043503 - Bridgestone Americas, Inc. | Payment Terms: | Not Applicable |
| Vendor Address: | Gregg Trosper | Shipping Terms: | F.O.B., Destination |
| | 200 4th Avenue South | Freight Terms: | |
| | Nashville, TN 37201 | |
| Email: | trospergregg@bfusa.com | |
| Phone: | 615937-3343 |

PO Acknowledgements:

| Document | Notifications | Acknowledged Date/Time |
| Purchase Order | Emailed to trospergregg@bfusa.com at 03/29/2019 06:01:33 PM |
| Change Order | 1 | Emailed to trospergregg@bfusa.com at 04/01/2019 09:32:31 AM |
| Change Order | 2 | Emailed to trospergregg@bfusa.com at 04/05/2019 03:21:10 PM |

Master Blanket/Contract Vendor Distributor List

<table>
<thead>
<tr>
<th>Vendor ID</th>
<th>Vendor Name</th>
<th>Preferred Delivery Method</th>
<th>Vendor Distributor Status</th>
</tr>
</thead>
<tbody>
<tr>
<td>V00000769</td>
<td>Edwards Tire Co.Inc.</td>
<td>Email</td>
<td>Active</td>
</tr>
<tr>
<td>V00000804</td>
<td>Inter City Tire &amp; Auto Center</td>
<td>Email</td>
<td>Active</td>
</tr>
<tr>
<td>V00001247</td>
<td>PERFORMANCE TIRE CO INC.</td>
<td>Email</td>
<td>Active</td>
</tr>
<tr>
<td>V00001567</td>
<td>Bradley Tire Service</td>
<td>Email</td>
<td>Active</td>
</tr>
<tr>
<td>V00002567</td>
<td>Wayne Tire &amp; Auto Service</td>
<td>Email</td>
<td>Active</td>
</tr>
<tr>
<td>V00002584</td>
<td>Cleveland Auto &amp; Tire Co. Inc.</td>
<td>Email</td>
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</tr>
<tr>
<td>V00002954</td>
<td>Custom Bandag Inc.</td>
<td>Email</td>
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<tr>
<td>V00003373</td>
<td>RW TIRE</td>
<td>Email</td>
<td>Active</td>
</tr>
<tr>
<td>V00003448</td>
<td>FRED HARZ &amp; SON INC</td>
<td>Email</td>
<td>Active</td>
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<tr>
<td>V00003962</td>
<td>Firestone Complete Auto Care</td>
<td>Email</td>
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</tr>
<tr>
<td>V0000832</td>
<td>Lakeside Tire &amp; Repair Center</td>
<td>Email</td>
<td>Active</td>
</tr>
<tr>
<td>V00008734</td>
<td>American Tire &amp; Auto Care of Mercerville LLC</td>
<td>Email</td>
<td>Active</td>
</tr>
</tbody>
</table>

Vendor ID       Vendor Name                                Preferred Delivery Method | Vendor Distributor Status
---------------------------------------------------------------|-----------------------------|---------------------------|
V00012448       Barnwell House of Tires Inc                Email                      | Active                     |
V00014185       F&F Tire Corp                               Email                      | Active                     |
V00017157       Cumberland Tire Center                      Email                      | Active                     |
V00043503       Bridgestone Americas, Inc.                  Email                      | Active                     |

**Master Blanket/Contract Controls**

Master Blanket/Contract Begin Date: 04/01/2019  Master Blanket/Contract End Date: 03/31/2024

Cooperative Purchasing Allowed: Yes

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<tr>
<th>Organization</th>
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<td>AGENCY - Division of Purchase and Property</td>
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**Item Information**

Print Sequence # 1.0, Item # 1: Pursuit and Performance Tires Delivery for in-stock tire: 3 days after receipt of order Delivery for non-stocked tire: 5 days after receipt of order The percentage discount is applied to the Government Catalog Price column on the Bridgestone Price-File. The prices contained within the price file include the price of delivery to the Using Agency. No additional transportation, freight or handling charges are permitted. Please refer to the manufacturers price file published on the NASPO website: https://www.naspovaluepoint.org/portfolios/portfolio-contractor/bridgestone-tires-tubes-and-services/

NIGP Code: 863-30 Tires and Tubes, Misc. (Not Otherwise Classified)

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<th>Receipt Method</th>
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<th>Unit Cost</th>
<th>UOM</th>
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<th>Total Discount Amt.</th>
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<tbody>
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Print Sequence # 2.0, Item # 2: Automobile and Passenger Vehicle Tires Delivery for in-stock tire: 3 days after receipt of order. Delivery for non-stocked tire: 5 days after receipt of order. The percentage discount is applied to the Government Catalog Sent Price column on the Bridgestone Price File. The prices contained within the price file include the price of delivery to the Using Agency. No additional transportation, freight or handling charges are permitted. Please refer to the manufacturer's price file published on the NASPO website: https://www.naspovaluepoint.org/portfolios/portfolio-contractor/bridgestone-tires-tubes-and-services/

NIGP Code: 863-05
Tires and Tubes, Passenger Vehicles

<table>
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Print Sequence # 3.0, Item # 3: Light Duty Truck Tires (Radial Only) Delivery for in-stock tire: 3 days after receipt of order. Delivery for non-stocked tire: 5 days after receipt of order. The percentage discount is applied to the Government Catalog Sent Price column on the Bridgestone Price File. The prices contained within the price file include the price of delivery to the Using Agency. No additional transportation, freight or handling charges are permitted. Please refer to the manufacturer's price file published on the NASPO website: https://www.naspovaluepoint.org/portfolios/portfolio-contractor/bridgestone-tires-tubes-and-services/

NIGP Code: 863-07
Tires and Tubes, Light Trucks

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Print Sequence # 4.0, Item # 4: Medium, Commercial, Heavy Duty Truck and Bus Tires Delivery for in-stock tire: 3 days after receipt of order. Delivery for non-stocked tire: 5 days after receipt of order. The percentage discount is applied to the Government Catalog Sent Price column on the Bridgestone Price File. The prices contained within the price file include the price of delivery to the Using Agency. No additional transportation, freight or handling charges are permitted. Please refer to the manufacturer's price file published on the NASPO website: https://www.naspovaluepoint.org/portfolios/portfolio-contractor/bridgestone-tires-tubes-and-services/

<table>
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<th>UOM</th>
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<th>Total Discount Amt.</th>
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<tbody>
<tr>
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<td>LOT - LOT</td>
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<td>$0.00</td>
<td>$0.00</td>
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The percentage discount is applied to the Government Catalog Price column on the Bridgestone Price File. The prices contained within the price file include the price of delivery to the Using Agency. No additional transportation, freight or handling charges are permitted. Please refer to the manufacturers price file published on the NASPO website: https://www.naspovaluepoint.org/portfolios/portfolio-contractor/bridgestone-tires-tubes-and-services/

### Print Sequence # 5.0, Item # 5:

**Tires and Tubes, Medium Truck and Bus**

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<th>Total Discount Amt.</th>
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**Tires and Tubes, Off-Road Equipment**

<table>
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<th>Receipt Method</th>
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<th>Total Cost</th>
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</thead>
<tbody>
<tr>
<td>Dollars</td>
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<td>$0.00</td>
<td>$0.00</td>
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</table>
PARTICIPATING ADDENDUM
NASPO VALUEPOINT

TIRES, TUBES AND SERVICES
Administered by the State of Iowa
Contract #19102
BRIDGESTONE AMERICAS TIRE OPERATIONS, LLC
And
The State of New Jersey

This Participating Addendum, together with its exhibits ("Participating Addendum"), is made as of the 11th day of March, 2019, by and between Bridgestone Americas Tire Operations, LLC ("Bridgestone"), whose principal address is 200 4th Avenue South, 26th Floor, Nashville, TN 37261, and the State of New Jersey, Department of Treasury, Division of Purchase and Property ("Division") whose address is 33 West State Street, 8th Floor, P.O. Box 230, Trenton, New Jersey 08625, on behalf of the State of New Jersey and its Cooperative Purchasing participants as hereinafter defined, collectively referred to as the "State".

WHEREAS, pursuant to N.J.S.A. 52:34-6.2 the Director, Division of Purchase and Property ("Director") "may enter into cooperative purchasing agreements with one or more states for the purchase of goods and services"; and

WHEREAS, on May 21, 2018, the State of Iowa issued Solicitation RFP1118005083, an advertised, competitive solicitation for tires, tubes and services on behalf of itself and other government agencies; and

WHEREAS, Bridgestone is a vendor awarded a contract by the State of Iowa, after a competitive bid process, under the State of Iowa RFP1118005083 on behalf of the State of Iowa, and the NASPO ValuePoint ("NASPO") for tires, tubes and services; and

WHEREAS, the State of Iowa permits other states to participate in its Contract 19102, Tires, Tubes and Services (together with its exhibits, the "Master Agreement"); and

WHEREAS, the State wishes to participate in the Master Agreement and Bridgestone has agreed to the State of New Jersey's Standard Terms and Conditions (Rev. 07/18/18) (the "State's Standard Terms and Conditions") and the Waivered Contracts Supplement to the State of New Jersey's Standard Terms and Conditions (Rev. 6/14/2018) (the "Waivered Contracts Supplement", and collectively with the State's Standard Terms and Conditions, the "State's Terms and Conditions"), copies of which are attached hereto as Exhibit A and which are incorporated herein by reference; and

WHEREAS, the Director has determined that entering into a Participating Addendum with Bridgestone to provide tires, tubes and services to the State under the Master Agreement is the most cost effective method of procuring such goods and services, and that it is in the best interest of the State to enter into a Participating Addendum with Bridgestone to provide such goods and services under the Master Agreement; and

WHEREAS, the parties seek to enter into this Participating Addendum to memorialize the terms of their contractual relationship;
CERTIFICATE NUMBER 0064824 FOR F & S TIRE CORP., INC. IS VALID.
CERTIFICATE OF EMPLOYEE INFORMATION REPORT

RENEWAL

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

15-JUN-2021 TO 25-JUN-2020

F & S TIRE CORP., INC.
58 BRUNSWICK AVENUE
EDISON NJ 08820

FORD M. SCUDDER
State Treasurer
EXHIBIT A (Continuation)

The contractor or subcontractor agrees to inform in writing to 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, affilencial or sexual
orientation, gender identity or expression, disability, nationality or sex, and that it will eliminate 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, affilencial 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/reservecontract.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 19 of the Administrative Code at N.J.A.C. 17:27.

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

EXHIBIT A

N.J.A.S. 16:53-1 and N.J.A.C. 17:27
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
Goods, Professional Services and General Service Contracts
(Contractor Affirmative Action Language)

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

undergoes that their company's bid shall be rejected at one responsive if said contractor fails to comply with the requirements

Representative's Name/Title (Print): Joe Mars Sales Manager

Representative's Signature:

Name of Company: F&J

Tel. No.: 732-701-6871

Done: 11/4/09
APPENDIX A

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

The contractor and the City of [City] (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 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, defend and pay any and all charges for legal services 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 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, or employees, the owner shall expeditiously forward or have forwarded to the contractor any 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 action available to it under any other provisions of the Agreement or otherwise at law.

[Signature]
Representative's Signature:
Date: 11/4/19

[Signature]
Representative's Name/Title:

[Signature]
Name of Company:
Tel. No.: 212-217-1772

[Signature]
Date: 11/4/19
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: Fie5 Tire Corp
Address: 50 Broadview Ave Edison NJ
Telephone No.: 732-287-8177
Contact Name: Joe Moe

Please check applicable category:

- Minority Owned Business (MBE)  - 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 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/Women 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: Fas Tire Corp
Address: 58 Main St, Ave Edin M
Telephone No.: 732-260-8877
Contact Name: Joe Ma

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
RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO STEADFAST TRUCK PARTS & SERVICE, LLC FOR LEAF SPRINGS AND AXLE REPAIRS ON HEAVY DUTY TRUCKS FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF AUTOMOTIVE MAINTENANCE

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, leaf springs and axle repairs are needed on the heavy duty trucks; and

WHEREAS, in conformity with N.J.S.A. 40A:11-6.1(a) the City of Jersey City ("City") informally solicited three quotes, including one from Steadfast Truck Parts & Service LLC, 477 Straight Street, Paterson, New Jersey 07501 in the total amount of twenty seven thousand dollars ($27,000.00); and

WHEREAS, the Purchasing Director believes the proposal of Steadfast Truck Parts & Service 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-20.5 et seq. (Pay-to-Play Law); and

WHEREAS, the Director of the Department of Public Works determined and certified in writing that the value of the contract will exceed $17,500.00; and

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

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

WHEREAS, the Contractor has submitted its Certification of Compliance with the City’s Contractor Pay-to-Play Reform Ordinance 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>
</tr>
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<tbody>
<tr>
<td>01-201-26-315-310</td>
<td>133476</td>
<td>$27,000.00</td>
<td>$5,000.00</td>
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</tbody>
</table>

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

1. A contract in the amount of $27,000.00 is awarded to Steadfast Truck Parts & Service LLC for leaf springs and axle repairs on heavy duty trucks is authorized;

2. The term of the contract shall be effective May 10, 2019 through December 31, 2019;

(Continue on page 2)
RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO STEADFAST TRUCK PARTS & SERVICE, LLC FOR LEAF SPRINGS AND AXLE REPAIRS ON HEAVY DUTY TRUCKS FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF AUTOMOTIVE MAINTENANCE

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(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, Acting Chief Financial Officer, certify that there are sufficient funds available for payment of this above resolution.

Account
01-201-26-315-310

PO # Total Contract Temp Encumbrance
133476 $27,000.00 $5,000.00

Approved by:
Peter Bolgado, Director of Purchasing, QPA, WPPO

4/29/19

APPROVED:

Certification Required ☐ Not Required ☐

APPROVED AS TO LEGAL FORM

APPROVED:

Business Administrator

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 5.8.19

COUNCILPERSON AYE NAY N.V. COUNCILPERSON AYE NAY N.V. COUNCILPERSON AYE NAY N.V.
RIDLEY ☑ ☐ ☐ PRINZ-AREY ☐ ☑ ☐ BOGGIANO ☑ ☑ ☐

N.V.-Not Voting (Abstain)

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

Ricardo R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk
I, Patrick G. Stamato, of full age, hereby certify the following:

1. I am the Director for the Department of Public Works.
2. There exists a need for leaf springs and front axle work on heavy-duty trucks.
3. The City informally solicited quotations for such services.
4. The Department's recommendation is to award a contract to Steadfast Truck and Trailer.
5. The cost of the Contract exceeds $17,500.00.
6. This certification is made pursuant to N.J.S.A. 19:44A-20.5.
7. I certify that the foregoing statements are true. I am aware that if any of the following statements made by me are willfully false, I am subject to legal action to the fullest extent of the law.

04/25/19

Date

Patrick G. Stamato, DPW Director
RESOLUTION FACT SHEET - CONTRACT AWARD

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

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO STEADFAST TRUCK PARTS & SERVICE, LLC FOR LEAF SPRINGS AND AXLE REPAIRS ON HEAVY DUTY TRUCKS FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF AUTOMOTIVE MAINTENANCE

<table>
<thead>
<tr>
<th>Department/Division</th>
<th>DPW</th>
<th>Automotive</th>
</tr>
</thead>
</table>
| Name/Title          | Hector Ortiz  
|                     | Martin Valenti |  
| Phone/email         | 201-547-4400  
|                     | 201-547-4422 |  
|                     | ortizh@jenj.org  
|                     | mvalenti@jenj.org |

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

To provide leaf springs and front axle work on heavy duty vehicles as needed.

Cost (Identify all sources and amounts)  

<table>
<thead>
<tr>
<th>Account</th>
<th>Description</th>
<th>Amount</th>
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<tr>
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<td>Total contract amount=$27,000.00</td>
<td>Temporary Encumbrancy=$5,000.00</td>
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</table>

Type of award Non-Fair and Open

Additional Information

I certify that all the facts presented herein are accurate.

Signature of Department Director  
Date

Signature of Purchasing Director  
Date
April 17, 2019

To whom it may concern,

Our Labor Rates are $75.00 PER HOUR for Maintenance and Repairs on Heavy Duty Trucks.

Thank You
Kathy Illescas

[Signature]

Steadfast Truck & Trailer Parts & Repairs, LLC

Patterson Branch
477 Straight Street
Patterson, NJ 07501
Tel: (973) 279-3535

Jersey City Branch
880 Communipaw Avenue
Jersey City, NJ 07304
Tel: (201) 332-4140
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<th>UNIT</th>
<th>% DISCOUNT</th>
<th>UNIT PRICE</th>
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<td></td>
</tr>
<tr>
<td></td>
<td>BRAND: FORD</td>
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<tr>
<td></td>
<td>REGION SERVED: NORTH &amp; CENTRAL</td>
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<tr>
<td>00023</td>
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<td></td>
<td>REGION SERVED: NORTH &amp; CENTRAL</td>
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<td></td>
<td></td>
</tr>
</tbody>
</table>
CERTIFICATE NUMBER 2184655 FOR STEADFAST TRUCK & TRAILER REPAIR & PARTS LLC IS VALID.
Dear Business Representative:

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

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

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

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

If you have any questions or require more information, feel free to call our Registration Hotline at (609)292-9292.

I wish you continued success in your business endeavors.

Sincerely,

James J. Fruscione
Director
New Jersey Division of Revenue
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 assure 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/etr/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 of N.J.A.C. 17:27.

The undersigned vendor certifies on his/her company’s behalf, 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 undertakes that their contractor/subcontractor'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): Harpreet Singh - General Manager
Representative's Signature: 
Name of Company: Steadfast Truck & Tackle
Tel. No.: 973-279-3635 Date: 11/17/19
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 I1 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 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 employ, 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: Harshpal Singh (General Manager)
Representative's Signature:
Name of Company: Steadfast Truck & Trailer
Tel. No.: 975-279-3523
Date: 11/7/19
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: Steadfast Truck, A Dealer
Address : 477 Straight Street, Paterson
Telephone No.: 978-279-3536
Contact Name : Kathy Illescas

Please check applicable category:

✓ Minority Owned Business (MBE)     ___ Minority & Woman Owned Business (MWBE)
___ Woman Owned Business (WBE)     ___ Neither

Definitions
Minority Business Enterprise

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

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: Steadfast Truck & Trailer
Address: 417 Straight St, Paterson NJ 07501
Telephone No.: 973-379-3535
Contact Name: Kathleen Illescas

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:

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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 Steadfast Truck & Tackle, Inc. (name of business entity) has not made any reportable contributions in the two-year period preceding [date City Council awards contract] (date City Council awards contract) that would be deemed to be violations of Section One of the City of Jersey City’s Contractor Pay-to-Play Reform Ordinance 08-128 (attached hereeto) and that such would be 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: Steadfast Truck & Tackle

Signed: [Signature]

Title: General Manager

Print Name: Harmil Singh

Date: 11/7/19

Subscribed and sworn before me this 17th day of January, 2019.

Kathleen Illescas

(Notary)

My Commission expires: July 9, 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-20.3
CITY OF JERSEY CITY

Part I - Vendor Affirmation
The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that the \texttt{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 \texttt{name of entity of elected officials} as defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (r).

<table>
<thead>
<tr>
<th>Steven Fulop for Mayor 2017</th>
<th>Mim Prinz-Arcey for Council</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lavaro for Councilman</td>
<td>Friends of Richard Boggiano</td>
</tr>
<tr>
<td>Friends of Joyce Watteeman</td>
<td>Michael Yun for Council</td>
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<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>Harmail Singh</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:
Signature of Affiant: ____________________________
Printed Name of Affiant: __________________________
Date: __________________________

Subscribed and sworn before me this \texttt{17\textasciitilde{}} day of \texttt{February, 2019}.

My Commission expires: __________________________

KATHLEEN ILLEGAS
NOTARY PUBLIC
STATE OF NEW JERSEY
ID # 2334765
MY COMMISSION EXPIRES JULY 09, 2022

(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>Address:</th>
</tr>
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<tbody>
<tr>
<td></td>
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<tr>
<td>City:</td>
<td>State:</td>
</tr>
</tbody>
</table>

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the instructions accompanying this form.

Signature

Printed Name

Title

Part II - Contribution Disclosure

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

<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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☐ Check here if disclosure is provided in electronic form.

☐ Check here if the information is continued on subsequent page(s)
Resolution of the City of Jersey City, N.J.

RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO JERSEY STATE CONTROLS COMPANY FOR MAINTENANCE OF THE AUTOMATIC TEMPERATURE AND DIGITAL CONTROLS FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF BUILDINGS AND STREET MAINTENANCE

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, in conformity with N.J.S.A. 40A:11-6.1(a) the City of Jersey City ("City") solicited one quote for the maintenance of the automatic temperature and direct controls for the Municipal Services Complex; and

WHEREAS, Jersey State Controls Company, 1105 Industrial Parkway/ Brick, New Jersey 08724 submitted a quote in the amount of thirty three thousand dollars ($33,000.00); and

WHEREAS, the Purchasing Agent certifies that it is impracticable to solicit additional quotes because the system utilizes a unique programming language that is not compatible with any other manufacturer; and

WHEREAS, the Purchasing Director believes the proposal of Jersey State Controls Company attached hereto, to be most advantageous, price and other factors considered; and

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

WHEREAS, the Director of the Department of Public Works determined and certified in writing that the value of the contract will exceed $17,500.00; and

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

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

WHEREAS, the Contractor has submitted its Certification of Compliance with the City’s Contractor Pay-to-Play Reform Ordinance 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>
</tr>
</thead>
<tbody>
<tr>
<td>01-201-26-291-310</td>
<td>133455</td>
<td>$33,000.00</td>
<td>$5,000.00</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 Jersey State Controls Company in the amount of $33,000.00 for the maintenance of temperature control system is authorized;

2. The term of the contract shall be effective May 10, 2019 through May 9, 2020;

(Continue on page 2)
RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO JERSEY STATE CONTROLS COMPANY FOR MAINTENANCE OF THE AUTOMATIC TEMPERATURE AND DIGITAL CONTROLS FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF BUILDINGS AND STREET MAINTENANCE

3. The Business Entity Disclosure Certification, Chapter 271 Political Contribution Disclosure Certification, the Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance, and the Determination of Value Certification, attached hereto, shall be placed on file with this resolution;

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(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.

WHEREAS, Elizabeth Castillo, Acting Chief Financial Officer, certify that there are sufficient funds available for payment of this above resolution.

WILLIAM FOLGADO, Director of Purchasing,
O PA, RPPO

APPROVED:
Business Administrator

APPROVED AS TO LEGAL FORM
Corporation Counsel

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 5.8.19

ADOPTED AT A MEETING OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY N.J.
DETERMINATION OF VALUE CERTIFICATION

1. Patrick G. Stamato, of full age, hereby certify the following:

1. I am the Director for the Department of Public Works.

2. There exists a need for automatic temperature and direct control services for the Municipal Services Complex. To regulate the temperature in the building. The vendor has proprietary rights to software and language.

3. The City informally solicited quotations for such services.

4. The Department's recommendation is to award a contract to Jersey State Controls.

5. The cost of the Contract exceeds $17,500.00.

6. This certification is made pursuant to N.J.S.A. 19:44A-20.5.

7. I certify that the foregoing statements are true. I am aware that if any of the following statements made by me are willfully false, I am subject to legal action to the fullest extent of the law.

Date 04/17/19

Patrick G. Stamato, DPW Director
April 8, 2019

Mr. Silendra Baijnauth
Fiscal Officer
City of Jersey City
Department of Public Works
13-15 Linden Avenue East, 3rd Floor
Jersey City, NJ 07305

Dear Mr. Baijnauth,

In response to your request for information regarding the building automation system at the public works buildings at the Jersey City Municipal Services Complex, I have the following.

Specialized Nature:

The Schneider Electric/Continuum based BACnet building automation system is proprietary in that the system utilizes a unique programming language and 'brand specific functionality' that is unlike any other manufacturer. No other manufacturer of similar products is 100% similar and compatible to this product. The continued servicing, by Jersey State Controls, of the Schneider Electric/Continuum products is necessary for the continuity of building maintenance and facilities support.

Therefore, the use by another service company will undermine the functionality of the existing equipment and make support of the Board's facilities more costly.

Necessary for the Conduct of the Department of Public Works:

The public need for the proprietary equipment and service is of a compelling nature such that the value to the public that is gained by the proprietary designation outweighs the public benefit of permitted brand name or equivalent and the benefit of such competition. The Schneider Electric/Continuum System is essential to the Department's ability to maintain their buildings in a consistent manner utilizing continuity in operation, maintenance and repairs. Although competing products and/or service companies could essentially provide 'similar functionality' and provide a common 'end result', Jersey City has a significant investment in the Schneider Electric/Continuum brand and has employees and staff trained in the
programming, operation and maintenance. As such, the maintenance costs and emergency repair costs are reduced. Utilizing a competing service company would require new and additional training and may cause downtime to critical system because of the unfamiliarity by this vendor.

Scope of services:

In the course of the normal day to day maintenance of the Department's Schneider Electric/Continuum building automation system, labor and materials are needed to preserve the full functionality of the systems in all of the Department's buildings. In addition to the planned Service and Maintenance Contract, provided by JSC, emergency service is required on an as-needed basis. The Scope of Services shall include receiving work orders from the Public Works Department and based on approvals, making the necessary repairs. Pricing (either on a time and material or quoted basis) shall reflect the current in force service contract labor rates and material discounts.

In summary, competing service companies may present minor savings in up-front costs but will certainly be more expensive to the public works department during the life of the equipment.

Hopefully this information will assist you.

If you have any other questions, don't hesitate to contact me.

Sincerely,

John Crescenzo
Vice President
Building Automation System
Service Agreement
Prepared for:

Jersey City Municipal
13 Linden Ave. East
Jersey City, New Jersey, 07306

Jersey State Controls
1105 Industrial Parkway
Brick, New Jersey 08724
Phone: 732-206-0010
Fax: 732-206-0080
1. Jersey State Controls Service Team

Jersey State Controls has assembled a specialized team to provide you with industry-leading building services. Your service team will work with you to help you derive the highest value from your building systems investment and assist you in reducing your energy and operating costs, while maintaining the highest levels of occupant comfort, safety and productivity.

This team will facilitate a smooth integration of our service activities into your normal business activities. The team will strive to meet your business objectives, provide effective lines of communication and provide continuity through the JSC personnel who execute your service program, so that your service is delivered in a seamless, transparent manner.

Your service team includes the following JSC professionals:

- **JSC will assign a primary service technician.** He will be performing the service and repair functions for your JSC BMS and related HVAC equipment whenever possible. In the event that the primary service technician is not available, we will then assign the secondary technician.

- **A secondary service technician** will serve as backup whenever the primary service technician is not available. A technician from our Service Department or Start-up group will be selected to assist whenever necessary.

- **Dennis Chiaravalle** is your service coordinator. **Dennis** is responsible for scheduling all maintenance program services. **Dennis** can be reached at 732-206-0010 ext. 13 for emergency service or normal service requests.
2. YOUR AGREEMENT INVESTMENT

This service agreement will be for a term of 12 months beginning on May 10, 2019.

This agreement will renew annually, unless either party decides to cancel the services covered or the annual investment. Purchaser annual investment in this program is shown below:

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>PRICE</th>
<th>TERM</th>
</tr>
</thead>
<tbody>
<tr>
<td>Service Agreement: May 10, 2019 thru May 9, 2020:</td>
<td>$33,000.00</td>
<td>12 Months</td>
</tr>
<tr>
<td>Quarterly payment:</td>
<td>$8,250.00</td>
<td>Per Quarter</td>
</tr>
</tbody>
</table>

For services designated herein and included in attached addendums, Purchaser agrees to pay Jersey State Controls the amount of: Thirty-Three Thousand Dollars ($33,000.00), due and payable at time of acceptance. A Payment Convenience Plan is available. Please remit $8,250.00 if quarterly payments are desired. This amount does not reflect any applicable taxes. Applicable taxes will be added to the invoice sent to you by Jersey State Controls. Jersey State Controls must be presented with either a tax-exempt certificate or a re-sale certificate if taxes are not to be applied.

The annual agreement price shown above can only be adjusted if equipment as described in the attachment is added or deleted from the original agreement. Price adjustments after Year One are discussed in the terms and conditions of this agreement.

Payment terms will be no greater than 30 days after Jersey State Controls invoice date. Jersey State Controls reserves the right to discontinue its service any time payments have not been made as agreed. Failure to make payments when due or impairment of Purchaser credit shall relieve Jersey State Controls of any and all obligations pertaining to work or performance of work.
We would appreciate your signature in the space provided below as your acceptance of this agreement.

PROPOSAL OFFERED BY: Jersey State Controls Co., Inc.

Purchaser
Accepted by: ______________________________________

Name: Patrick Stamato
Title: DPW Director
Date: __________________

Name of Firm or Organization:
Jersey City Municipal
13 Linden Avenue East
Jersey City, New Jersey, 07306

Jersey State Controls
Accepted by: ______________________________________

Name: Peter Sandomeno
Title: Service Manager
Date: __________________

Name of Firm or Organization:
Jersey State Controls
1105 Industrial Parkway Suite B
Brick, New Jersey 08724

Purchase Order No: __________
Building Management System Services for: 
Jersey City Municipal

Service Agreement Options
The options checked below are included in your service agreement:

- **Planned Maintenance**
  - Agreement includes planned maintenance on critical pieces of equipment in your building management system (BMS) network.
  - JSC will check those field devices, controllers, and network elements as indicated below. This is recommended for all sites to maintain original condition of installed and commissioned systems. This is accomplished by providing necessary testing and calibration, identifying defects and potential problem areas, and reducing the likelihood that emergencies will occur.
  - After completion, you will receive a planned maintenance finding report for your records.
  - JSC will perform 24 site visits per year and perform the following functions.
  - JSC will provide data collection and trending for HVAC equipment.
  - All meters will be tested and calibrated monthly.

- **Workstations and Peripherals**
  - **Normal Business Hours** ☑️ **After Hours**

    - This option includes planned maintenance routines performed on all your building management (BMS) workstations.
    - Includes checking workstation operation including fan operation, hard drive errors, operating system updates, and hard drive de-fragmentation, if required.
    - Planned maintenance will be performed during normal business hours (9:00 am to 4:30 pm, Monday - Friday), with the option for after-hours arrangements

- **Preferred Customer Rates**
  Standard with any service contract, JSC's Preferred Customer Rates (see attached schedule) are extended to all billable hours and parts. Having a service contract can save over $39/hour plus 20-50% savings on parts.
This option includes planned maintenance routines performed on field devices connected to field controllers. Includes calibrating field devices' inputs and outputs and adjusting offsets in field controllers as needed. Results of the calibration will verify accuracy of critical system components and identify any potential problems or component failure beyond calibration. Planned maintenance will be performed during normal business hours (8:00 a.m. to 4:30 p.m., Monday - Friday), with the option for after-hour arrangements.

Priority Telephone Assistance

This option provides access to our Emergency Service call line, which enables you to access our pool of on-call engineers. Upon placing a call, you will be asked details about your site and system, and your contact number. An engineer will then contact you to discuss the problem and will attempt to identify the solution over the telephone. Should the engineer be unable to identify the solution remotely, he will then advise you of the initial cost of a site visit (if applicable) and the availability of an engineer. Subscription to 24/7 Emergency Service is available for an annual fee. Labor and materials will be billed at preferred rates with a four-hour minimum charge.

Remote Support

We recommend including remote support in your service agreement, whether it's over the web, through a modem, or even over the telephone (method will depend on your system type.)

A service engineer or programmer will assist you with troubleshooting software programs, PID loops, and any other issues with which you need assistance.

The on-line support agreement price will include fixed number of support hours, including remote communications charges.

Customer is responsible for any local communications costs.

This option includes 15 hours (deducted at minimum 15 minute intervals) to be used during the contract period.
Database Protection

- The database protection option prepares your system to be restored in the event of damage to the system or the information contained in it. Upon completion of the backup, you will receive a copy of the backup and another copy will be stored off-site (with your approval) at our local office. This provides additional protection in the event of damage to your on-site copy.
- Backup frequency will depend on your facility’s needs, size, system activity, and system sensitivity.
- This agreement will include 2 backup routines a year, performed on the entire BMS system, including the front-end workstation and/or servers, as well as your entire network of field-mounted controllers.
- Backups will be performed during normal business hours (8:00 a.m. to 4:30 p.m.) on a predefined date, as indicated in your service agreement.

Critical Alarm Monitoring

- With an Annual Site Visit
- Without an Annual Site Visit

- A site visit will ensure that all components of the Critical Alarm System are functioning correctly prior to the start of the Heating Season or prior to a period of time that is critical to the Customer’s operation. Account Management and Customer Internet Access are included at this level.
- An agreement without a site visit is not recommended. Critical Alarm component operation should be verified at least once a year to insure reliability. Account Management only is included at this level.

On-site/Local Training Option

- This option provides on-site training at the customer’s facility.
- Customers receive hardware or software training from a qualified instructor. The control system model and the experience level and number of attendees determine the curriculum.
- Includes review of customer’s sequence of operations.
- Training provided will be two 4-hour sessions or one 8-hour session.
A. Planned and/or routine maintenance services provided under this agreement will be performed during normal working hours unless specifically stated in the contract.

B. The guarantees and services provided under the scope of this agreement are conditioned upon Purchaser operating and maintaining systems/equipment. Purchaser will do so according to industry-accepted practices and in consideration of our recommendations.

C. Purchaser will provide and permit reasonable access to all covered equipment. Jersey State Controls will be allowed to start and stop equipment as necessary to perform its services and be permitted use of existing facilities and building services, after the technician has verbally notified the customer that he has arrived on the premise.

D. Jersey State Controls shall not be liable for any loss, delay, injury or damage that may be caused by circumstances beyond its control including, but not restricted to acts of God, war, civil commotion, acts of government, fire, theft, corrosion, floods, lightning, power fluctuations, freeze-ups, strikes, lockouts, differences with workmen, riots, explosions, quarantine restrictions, delays in transportation, shortage of vehicles, fuel, labor or materials, or malicious mischief.

E. In the unlikely event of failure by Jersey State Controls to perform the obligations in this contract, Jersey State Controls liability is limited to repair or replacement of product at its option, and such shall be Purchaser sole remedy. Under no circumstances will Jersey State Controls be responsible for loss of use, loss of profits, increased operating or maintenance expense, claims of Purchaser tenants or clients, or any special, indirect or consequential damages.

F. The agreement does not include responsibility for system design deficiencies, such as, but not limited to, poor air distribution, water flow imbalances, etc. It does not include responsibility for system, equipment and component obsolescence, electrical failures, unserviceable equipment, or system operation.

G. Jersey State Controls is not responsible for the removal or disposal of any hazardous materials or any cost associated with those materials unless otherwise specified in this agreement. Any charges incurred for their proper disposal will be borne by the customer and will be incremental to the contract price.

H. The agreement does not include repairing any damage resulting from improper/inadequate water treatment or filter service not supplied by Jersey State Controls.

I. This agreement does not include services occasioned by improper operation, negligence, vandalism, or alterations, modifications, abuse, or misuse, or repairs to equipment not performed by Jersey State Controls. Also excluded is the furnishing of materials and supplies for painting or refurbishing equipment.

J. Jersey State Controls shall not be required to furnish any items of equipment, labor, or make special tests recommended or required by insurance companies, federal, state, municipal or other authorities except as otherwise included in this agreement.

K. This agreement does not include the cleaning of any air passages, grilles, or air balancing of systems.
L. In the event either party must commence a legal action in order to enforce any rights under this contract, the successful party shall be entitled to all court costs and reasonable attorney’s fees as determined by the court for prosecuting and defending the claim, as the case may be.

M. Jersey State Controls shall not be liable for the operation of the equipment nor for injuries to persons or damage to property, except those directly due to the negligent acts or omissions of its employees and in no event shall it be liable for consequential or speculative damages. Jersey State Controls shall not be liable for expense incurred in removing, replacing or refinishing any part of the building structure necessary to the execution of this agreement. Jersey State Controls shall not be held liable for any loss by reason of strikes or labor troubles affecting its employees who perform the service called for herein, delays in transportation, delays caused by priority or preference rating, or orders or regulations established by any government, authority, or by unusual delays in procuring supplies or for any other cause beyond its reasonable control.

N. Only Jersey State Controls personnel or agent are authorized to perform the work included in the scope of this agreement. Jersey State Controls may, at its option, cancel its obligations under this agreement should non-authorized individuals perform such work.

O. This agreement and all rights hereunder shall not be assignable unless approved by Jersey State Controls in writing.

P. In the event of additional freight, labor, or material costs resulting from Purchaser request to avoid delays with respect to equipment warranties, or accelerated delivery of parts and supplies, Purchaser agrees to pay these additional costs at Jersey State Controls currently established rate.

Q. Jersey State Controls scope of work shall not include the identification, detection, abatement, encapsulation or removal of asbestos or products or materials containing asbestos or similar hazardous substances. In the event Jersey State Controls encounters such material in performing its work, Jersey State Controls will have the right to discontinue work and remove its employees until the hazard is corrected by Purchaser or it is determined no hazard exists.

R. This agreement contains the entire contract and the parties hereby agree that this agreement has been agreed to and the entire agreement is then accepted and approved by an authorized person for both parties, and no statement, remark, agreement or, understanding, oral or written, not contained herein, will be recognized or enforced.

S. This agreement does not include the disposal of hazardous waste.

T. Purchaser agrees that in the event that there shall have been passed a federal and / or state law, which shall compel Jersey State Controls to contribute to a federal and / or state health plan for its employees, then the terms of this agreement shall be subject to adjustment to the extent that the cost of such mandated contributions increase Jersey State Controls cost to perform this contract.

U. Purchaser acknowledges and agrees that any purchase order issued by Purchaser, in accordance with this agreement, is intended only to establish payment authority for Purchaser internal accounting purposes. No purchase order shall be considered to be a counteroffer, amendment, modification, or other revision to the terms of this agreement. No term or condition included in the Purchaser purchase order will have any force or effect.
V. The Purchaser acknowledges that Jersey State Controls employees are valuable assets to Jersey State Controls Company. The Purchaser agrees to pay Jersey State Controls an amount equal to 12 months of salary for each Jersey State Controls employee who worked at Purchaser facility that is then hired by Purchaser at any time during the term of this agreement and for six months thereafter. In addition, Purchaser agrees to reimburse Jersey State Controls for all costs associated with any training Jersey State Controls provided to such employees during the three years before the date Purchaser hires such employees.

W. This master service agreement will be for a term of one (1) year from the date hereof and from year to year thereafter until terminated. Either party may terminate this agreement at any time with 90 days written notice, with or without cause, provided, however, that if Purchaser cancels this agreement without due cause during the term of this agreement, Purchaser shall pay Jersey State Controls 25% of the annual price in addition to any previous amounts paid. The annual price of the service agreement shall be escalated at the anniversary of this agreement to reflect increases in labor and material costs as well as system expansion.
HOURLY RATES FOR PROFESSIONAL AND TECHNICAL SERVICES

AGREEMENT CUSTOMER RATES APPLY TO PROVIDED SERVICES THAT ARE OUTSIDE THE SCOPE OF THE SERVICES INCLUDED AT NO CHARGE BY A CURRENT SERVICE AGREEMENT

<table>
<thead>
<tr>
<th>AGREEMENT CUSTOMERS</th>
<th>NON-AGREEMENT CUSTOMERS</th>
</tr>
</thead>
<tbody>
<tr>
<td>DDC TECHNICIAN</td>
<td>$140.00</td>
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<tr>
<td>ELECTRICIAN</td>
<td>140.00</td>
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<td>HVAC MECHANIC</td>
<td>117.00</td>
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<td>ASST. TECH</td>
<td>90.00</td>
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<tr>
<td>PANEL TECH</td>
<td>80.00</td>
</tr>
<tr>
<td>ENGINEER</td>
<td>$145.00</td>
</tr>
<tr>
<td>PROGRAMMER</td>
<td>145.00</td>
</tr>
<tr>
<td>PROJECT MANAGER</td>
<td>135.00</td>
</tr>
<tr>
<td>CAD DRAFTER</td>
<td>95.00</td>
</tr>
</tbody>
</table>

CUSTOMER DISCOUNT OFF MANUFACTURER'S LIST PRICE

| ANDOVER CONTROLS     | 61% Off New Equip List Price | 10% Off |
| ANDOVER CONTROLS     | 40% Off Repaired Equip List Price | 5% Off |
| BELIMO PRODUCTS      | 62% Off List Price           | 30% Off |
| PERIPHERAL PRODUCTS  | 25% Off List Price           | 5% Off  |

RATE DIFFERENTIALS

WEEKDAYS (8:00am - 4:00pm): STRAIGHT TIME
OFF HOURS & SATURDAYS: TIME & ONE-HALF
SUNDAYS: DOUBLE TIME
HOLIDAYS: DOUBLE TIME & ONE-HALF

ALL ON-SITE RATES ARE PORTAL TO PORTAL (MIN 4 HOURS)

Effective May 10, 2019 - May 9, 2020
For service during normal business hours
Please Call - 732-206-0010

EMERGENCY SERVICE – AFTER HOURS

Jersey State Controls
Facility Automation Systems

For AFTER HOURS Emergency Service

CALL 1-800-250-6323, then
ENTER PIN# 732-929-7604#

Give the operator:
 a) Your message, AND
 b) The number where you can be reached
    INCLUDING AREA CODE

Direct to pager
Dial 732-929-7604
After the beeps, enter your call back number
INCLUDING AREA CODE then the # Sign

We will get back to you as soon as possible!
| **STATE OF NEW JERSEY**  
<table>
<thead>
<tr>
<th><strong>BUSINESS REGISTRATION CERTIFICATE</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Taxpayer Name:</strong></td>
</tr>
<tr>
<td><strong>Trade Name:</strong></td>
</tr>
</tbody>
</table>
| **Address:** | 1105 INDUSTRIAL PKWY STE B  
BRICK, NJ 08724-2593 |
| **Certificate Number:** | 0071497 |
| **Effective Date:** | April 20, 1983 |
| **Date of Issuance:** | April 11, 2018 |

For Office Use Only:

20180411110853070

https://www1.state.nj.us/TYTR_BRC/servlet/common/BRCLogin

4/11/2018
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 et seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of

15 DEC 2018 to 15 DEC 2019

JERSEY STATE ENERGY CONTROLS
1105 INDUSTRIAL PARKWAY
BRICK NJ 08724

Andrew P. Sidamon-Eristoff
State Treasurer
EXHIBIT A (Continuation)

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

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

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

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

- Letter of Federal Affirmative Action Plan Approval
- Certificate of Employee Information Report
- Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division’s website at www.state.nj.us/press/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):  KATHLEEN FRANCIS, OFFICE MGR.
Representative’s Signature:  [Signature]
Name of Company:  Jersey Star Controls
Tel. No.:  732.266.2010  Date:  7-7-19
APPENDIX A
AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability

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

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the owner shall expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process 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 Printed: KATHY FRANKENSE, OFFICE MANAGER
Representative’s Signature: ____________________________
Name of Company: [Company Name] (Contract)
Tel. No.: 732-806-5000 Date: 3-4-19
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: Jersey State Controls
Address: 1105 Industrial Parkway, Brick, NJ 08724
Telephone No.: 732.306.0010
Contact Name: [Name]

Please check applicable category:

- Minority Owned Business (MBE)
- Minority & Woman Owned Business (MWBE)
- Woman Owned Business (WBE)
- Neither [attached certificate]

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: Jersey State Contracts
Address: 1105 Industrial Parkway, Brick, NJ 08724
Telephone No.: 732-206-0010
Contact Name: Kathy Frances

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.

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.

DIVISION OF PURCHASING COPY
This certificate acknowledges JERSEY STATE CONTROLS INC as a Category 3 and 6 approved Small Business Enterprise that has met the criteria established by N.J.A.C. 17:13 and/or 17:14.

This registration will remain in effect for three years. Annually the business must submit, not more than 60 days prior to the anniversary of the registration notice, an annual verification statement in which it shall attest that there is no change in the ownership, revenue eligibility or control of that business.

If the business fails to submit the annual verification statement by the anniversary date, the SBE registration will lapse and the business SBE status will be revoked in the New Jersey Selective Assistance Vendor Information (NJSAVI) database that lists registered small businesses. If the business seeks to be registered again, it will have to reapply and complete the New SBE online registration located at: www.njportal.com/DOR/SBERegistry.

Issued: 2/20/2018
Certification Number: A0066-10
Expiration: 2/20/2021
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 (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: Jersey State Controls

Signed: [Signature] Title: Vice President

Print Name: JOHN CRESCENZO Date: 9-29-19

Subscribed and sworn before me this 30th day of June, 2019.

My Commission expires: 9-8-2019

KATHLEEN M. FRANCE NOTARY PUBLIC OF NEW

ID # 2085331

My Commission Expires 9/8/19

**Pursuant to Section 2 of Ordinance 08-128, no contributions or solicitation of contributions made prior to the effective date Ordinance 08-128 (September 23, 2008) shall be deemed to be a violation of the Ordinance.**
BUSINESS ENTITY DISCLOSURE CERTIFICATION
FOR NON-FAIR AND OPEN CONTRACTS
Required Pursuant To N.J.S.A. 19:44A-20.8
CITY OF JERSEY CITY

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

<table>
<thead>
<tr>
<th>Steven Fulop, 2021</th>
<th>Mira Prinz-Arey for Council</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lavaro 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 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>Mr. Crescenz</td>
<td>18 Lawrence St. Brick, NJ 08724</td>
</tr>
<tr>
<td>Jose Crescenz</td>
<td>24 Struken St. Brick, NJ 08724</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:        Signature of Affiant:        Title:     Vice President
Printed Name of Affiant:  JOHN CRESCENTY    Date: 2.27.19

Subscribed and sworn before me this 27th day of February 2019.

My Commission expires: 9-8-2019

KATHLEEN M. FRANCESI
NOTARY PUBLIC OF NEW JERSEY
ID #: 2085331
My Commission Expires: 9-8-2019
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>Vendor Name</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address:</td>
<td>100 State Street, Princeton, NJ 08540</td>
</tr>
<tr>
<td>City:</td>
<td>Princeton</td>
</tr>
<tr>
<td>State:</td>
<td>NJ</td>
</tr>
<tr>
<td>Zip:</td>
<td>08540</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.

Kathleen Francesi

Signature

Printed Name

Title

Part II - Contribution Disclosure

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

☐ Check here if disclosure is provided in electronic form.

<table>
<thead>
<tr>
<th>Contributor Name</th>
<th>Recipient Name</th>
<th>Date</th>
<th>Dollar Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>N/A</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

☐ Check here if the information is continued on subsequent page(s)
RESOLUTION AUTHORIZING THE RENEWAL OF AN OPEN-END CONTRACT WITH WILLIE'S FENCE COMPANY TO PROVIDE CHAIN LINK FENCING CITYWIDE FOR THE DEPARTMENT OF PUBLIC WORKS / DIVISION OF PARK MAINTENANCE

COUNCIL

OFFERED AND MOVED ADOPTION OF

THE FOLLOWING RESOLUTION:

WHEREAS, Resolution No. 17-422, approved on May 10, 2017, awarded a one-year open-end contract for $333,298.00 to Willie's Fence Company for chain link fencing for the City of Jersey City (City), Department of Public Works / Division of Park Maintenance; and

WHEREAS, the bid specifications provided the City with options to renew the contract for up to two additional one year periods with the renewal contract price being the preceding year's contract price as adjusted according to the Federal Consumer Price Index published by the Bureau of Labor Statistics; and

WHEREAS, Resolution No. 18-466, approved on May 9, 2018, exercised the first option to renew the contract for a total contract amount of $339,963.96; and

WHEREAS, pursuant to N.J.S.A. 40A:11-15, the City desires to exercise the final option and renew the contract for an additional one-year period effective as of May 11, 2019 and ending on May 10, 2020; and

WHEREAS, the contractor has been performing the services in an effective and efficient manner; and

WHEREAS, the total cost of the contract renewal is $344,043.52; and

WHEREAS, funds in the amount of $178,000.00 are available in the Division of Park Maintenance Capital Account No. 04-215-55-934-990;

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

1) The Mayor or Business Administrator is authorized to renew the agreement with Willie's Fence Company for chain link fencing for the City of Jersey City (City), Department of Public Works / Division of Park Maintenance;

2) The renewal contract is for a one-year period effective as of May 11, 2019, and the total cost of the contract shall not exceed $344,043.52;

3) Upon certification by an official or employee of the City authorized to attest that the contractor has complied with the specifications in all respects, and the requirements of the contract met, then payment to the contractor shall be made in accordance with the provisions of the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et seq.

(Continued on Page 2)
RESOLUTION AUTHORIZING THE RENEWAL OF AN OPEN-ENDED CONTRACT WITH WILLIE'S FENCE COMPANY TO PROVIDE CHAIN LINK FENCING CITYWIDE FOR THE DEPARTMENT OF PUBLIC WORKS / DIVISION OF PARK MAINTENANCE

4. The award of this contract shall be subject to the condition that the vendor provides satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et seq.; and

5. Pursuant to N.J.A.C. 5:30-5.5(c)(2), the continuation of the contract after the expenditure of funds encumbered in the 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.

Elizabeth Castillo, as Acting Chief Financial Officer, hereby certify that these funds are available for this expenditure in Park Maintenance Capital Account No. 04-215-55-934-990 for payment of the above resolution.

Requisition # 0188404
Purchase Order # 123479

April 18, 2019

[Signature]

APPROVED: [Signature]
Business Administrator

APPROVED AS TO LEGAL FORM: [Signature]
Corporation Counsel

[Record of Council Vote on Final Passage]

[Approved by Acting Chief Financial Officer]

[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 RENEWAL OF AN OPEN – END CONTRACT WITH WILLIE’S FENCE COMPANY TO PROVIDE CHAIN LINK FENCING CITYWIDE FOR THE DEPARTMENT OF PUBLIC WORKS / DIVISION OF PARK MAINTENANCE |

**Project Manager**

<table>
<thead>
<tr>
<th>Department/Division</th>
<th>DPW</th>
<th>Park Maintenance</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name/Title</td>
<td>Sammy Ocasio</td>
<td>Director</td>
</tr>
<tr>
<td>Phone/email</td>
<td>201-547-4449</td>
<td><a href="mailto:socasio@jcnj.org">socasio@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 chain link fencing citywide.
- Willie's Fence is a local Jersey City vendor and a veteran.
- DPW spent about $260,000.00 in 2018.

**Cost (Identify all sources and amounts)**

<table>
<thead>
<tr>
<th>04-215-55-934-990 (Park Capital)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total contract amount = $344,043.52</td>
</tr>
<tr>
<td>Temporary Encumbrancy = $178,000.00</td>
</tr>
</tbody>
</table>

**Contract term (include all proposed renewals)**

| 05/11/19 to 05/10/20. |
| This is the final renewal. |

**Type of award**

Contract renewal – Public Bid

**If “Other Exception”, enter type**


**Additional Information**


**I certify that all the facts presented herein are accurate.**

Signature of Department Director: [Signature] Date: 04/25/19

Signature of Purchasing Director: [Signature] Date:
## Scope of Work Material and Service Description

Bidders must bid on the following items or the bid will be rejected.

<table>
<thead>
<tr>
<th>Item</th>
<th>QTY</th>
<th>Unit of Measure</th>
<th>Description</th>
<th>Unit Price</th>
<th>Total Dollar Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>100</td>
<td>Linear Foot</td>
<td>Fence, chain, link complete, 4' tall, 6' high aluminum coated</td>
<td>$12.75</td>
<td>$1,275.00</td>
</tr>
<tr>
<td>2</td>
<td>100</td>
<td>Linear Foot</td>
<td>Fence, chain, link complete, install, 4' PVC coated</td>
<td>$19.00</td>
<td>$1,900.00</td>
</tr>
<tr>
<td>3</td>
<td>1,000</td>
<td>Linear Foot</td>
<td>Fence, chain, link complete, install, 7' high aluminum coated</td>
<td>$23.50</td>
<td>$23,500.00</td>
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<tr>
<td>4</td>
<td>500</td>
<td>Linear Foot</td>
<td>Fence, chain, link complete, install, 8' high aluminum coated</td>
<td>$32.35</td>
<td>$16,175.00</td>
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<tr>
<td>5</td>
<td>500</td>
<td>Linear Foot</td>
<td>Fence, chain, link complete, install, 9' high aluminum coated</td>
<td>$33.65</td>
<td>$16,830.00</td>
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<tr>
<td>6</td>
<td>400</td>
<td>Linear Foot</td>
<td>Fence, chain, link complete, install, 10' PVC coated</td>
<td>$34.45</td>
<td>$13,780.00</td>
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<tr>
<td>7</td>
<td>375</td>
<td>Linear Foot</td>
<td>Fence, chain, link complete, install, 11' high aluminum coated with rail</td>
<td>$31.65</td>
<td>$12,426.75</td>
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<tr>
<td>8</td>
<td>375</td>
<td>Linear Foot</td>
<td>Fence, chain, link install, replace 4' high fabric only, aluminum coated</td>
<td>$7.20</td>
<td>$2,700.00</td>
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<tr>
<td>9</td>
<td>250</td>
<td>Linear Foot</td>
<td>Fence, chain, link install, replace 4' high fabric only, PVC coated</td>
<td>$9.00</td>
<td>$2,250.00</td>
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<tr>
<td>Description</td>
<td>Price</td>
<td>Unit</td>
<td>Total Price</td>
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<td></td>
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<td>-------------</td>
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<tr>
<td>ALUMINUM COATED</td>
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<td>LINEAR FOOT</td>
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<tr>
<td>REPLACEMENT FABRIC ONLY, PVC</td>
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<td>REPLACEMENT FABRIC ONLY, PVC</td>
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<td>LINEAR FOOT</td>
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<td>ALUMINUM COATED</td>
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<td>ALUMINUM COATED</td>
<td>0.00</td>
<td>LINEAR FOOT</td>
<td>0.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>ITEM</td>
<td>QTY</td>
<td>UNIT OF MEASURE</td>
<td>DESCRIPTION</td>
<td>UNIT PRICE</td>
<td>TOTAL DOLLAR AMOUNT</td>
</tr>
<tr>
<td>------</td>
<td>-----</td>
<td>-----------------</td>
<td>-----------------------------------------------------------------------------</td>
<td>------------</td>
<td>---------------------</td>
</tr>
<tr>
<td>20.</td>
<td>125′</td>
<td>LINEAR FOOT</td>
<td>BRIDGE FENCE, REMOVE EXISTING AND ALL COMPONENTS</td>
<td>$7.50</td>
<td>$967.50</td>
</tr>
<tr>
<td>21.</td>
<td>125′</td>
<td>LINEAR FOOT</td>
<td>MEDIAN BARRIER CHAIN, LINK FENCE ALUMINUM COATED, 3' HIGH, 1&quot; MESH, 2 INCH SQUARE POSTS, INSTAL COMPLETE</td>
<td>$13.50</td>
<td>$1672.50</td>
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<td>22.</td>
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<td>$16.10</td>
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<td>23.</td>
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<td>$15.00</td>
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<td>24.</td>
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<td>$20.00</td>
<td>$20,000.00</td>
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<td>25.</td>
<td>0-100</td>
<td>EACH</td>
<td>48″ GATE ALUMINUM COATED, SWING, INSTALLED</td>
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<td>26.</td>
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<td>SQUARE FOOT</td>
<td>NON VEGETATIVE SURFACE, POLYESTER MATTING</td>
<td>$1.50</td>
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<td>TOTAL DOLLAR AMOUNT</td>
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<td>29.</td>
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<td>FENCE LINE POST, NEW, INSTALL 4' HIGH GALVANIZED</td>
<td>$12.00</td>
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<td>30.</td>
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<td>EACH</td>
<td>FENCE LINE POST, NEW INSTALL 7' HIGH GALVANIZED</td>
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<td>$12.00</td>
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<td>33.</td>
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<td>EACH</td>
<td>MEDIAN BARRIER CHAIN, LINK END ASSEMBLY WITH BREAKAWAY POST ON APPROACH AND TRAILING ENDS ALUMINUM COATED, 6' HIGH, 10 FENCE POST SPACING INSTALL COMPLETE</td>
<td>$15.80</td>
<td>$1580.00</td>
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<td>MEDIAN BARRIER CHAIN, LINK FENCE END ASSEMBLY WITH BREAKAWAY POST ON APPROACH AND TRAILING ENDS, VINYL COATED, 6' HIGH, 10 FENCE POST SPACING INSTALL COMPLETE</td>
<td>$30.90</td>
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<td>INTERMEDIATE MEDIAN BARRIER BREAKAWAY FENCE POST, SINGLE POST OF THE END TREATMENT DETAIL WITH TOP CABLE GUIDE</td>
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<td>3 FOOT FENCING SLATE IN ALL COLORS (GREEN, WHITE, TAN, BROWN, BLACK)</td>
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## Scope of Work Material and Service Description

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<td>4 Foot Fencing Slats in All Colors (Green, White, Tan, Brown, Black)</td>
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<td>6 Foot Fencing Slats in All Colors (Green, White, Tan, Brown, Black)</td>
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<td>6.3 Foot Fencing Slats in All Colors (Green, White, Tan, Brown, Black)</td>
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<td>7 Foot Fencing Slats in All Colors (Green, White, Tan, Brown, Black)</td>
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<td>Foot Fencing Slates in All Colors (Green, White, Tan, Brown, Black)</td>
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<td>SUBR Loc Fabric Fasteners</td>
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<td>HOURLY</td>
<td>Fencing Installation/Repair Emergency Request</td>
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### Notes
- See attached letter from Willie for the correct price.
- Original submission: $328,181.25
- After change to item 55: $328,156.25
- New total: $328,156.25
GRAND TOTAL PRICE 1 THROUGH 49

The price include all labor, material, equipment, removal of discarded parts, etc., and all other services to complete all work as specified. The contractor shall be paid base upon the actual quantities used; however, it shall not exceed the estimated quantity without prior issuance of change order.

INCLUSIVE.

Three Hundred Twenty Four Eight

(IN WRITING)

The contract will be awarded on the grand total amount of line nos. 1 through 49 above. However it is understood that the Unit prices for quantities are base upon a good faith estimate of the quantities of the time needed; therefore, the actual Contract price, which cannot be determined until completion of the project, may be for a sum either greater than or less than the Grand Total Bid above.

Pursuant to NASCA-40A:11-15, The City shall have the option to renew the contract for two (2) additional (1) year terms. The City shall notify the vendor whether or not it will be renewing the contract 45 days before the expiration date of the contract. If the City exercises its option to renew the contract, the vendor must accept the contract renewal. The renewal contract price shall be based upon price of the original contract as cumulatively adjusted pursuant to any previous adjustment or extension and shall not exceed the change in the Index Rate for the (12) months proceeding the most recent quarterly calculation available at the time that the contract is renewed. The Index rate means the rate of annual percentage increase, rounded to the nearest half-percent, in the Implicit Price Deflator for State and Local Government Purchase of Goods and Services, compiled and published quarterly by the United State Department of commerce, Bureau of Economic Analysis.

Total Amount $328,186.25
Resolution of the City of Jersey City, N.J.

CITY CLERK: FuNo.
Agenda No. 10-2-22
Approved: MAY 9, 2018

Title:
RESOLUTION AUTHORIZING THE RENEWAL OF A CONTRACT WITH WILLE'S FENCE COMPANY TO PROVIDE CHAIN LINK FENCING CITYWIDE FOR THE DEPARTMENT OF PUBLIC WORKS / DIVISION OF PARK MAINTENANCE

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, Resolution No. 17-422, approved on May 10, 2017, awarded a one-year contract in the amount of $333,298.00 to Willie's Fence Company for chain link fencing for the City of Jersey City (City), Department of Public Works / Division of Park Maintenance; and

WHEREAS, the bid specifications provided the City with options to renew the contract for up to two additional one-year periods with the renewal contract price being the preceding year's contract price as adjusted according to the Federal Consumer Price Index published by the Bureau of Labor Statistics; and

WHEREAS, pursuant to N.J.S.A. 40A:11-15, the City desires to exercise the first option and renew the contract for an additional one-year period effective as of May 11, 2018 and ending on May 10, 2019; and

WHEREAS, the contractor has been performing the services in an effective and efficient manner; and

WHEREAS, the total cost of the contract renewal is $339,963.96; and

WHEREAS, funds in the amount of $339,963.96 are available in the Division of Park Maintenance Capital Account No. 04-215-35-934-990.

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

1) The Mayor or Business Administrator is authorized to renew the agreement with Willie's Fence Company for chain link fencing for the City of Jersey City (City), Department of Public Works Division of Park Maintenance;

2) The renewal contract is for a one-year period effective as of May 11, 2018, and the total cost of the contract shall not exceed $339,963.96;

3) Upon certification by an official or employee of the City authorized to attest that the contractor has complied with the specifications in all respects, and the requirements of the contract are 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 at sec.

(Continued on Page 2)
Continuation or nesoiuiion
City Clerk File No. Res. 18-466
Agenda No. 10.7.22 May 8.9 2018
TITLE: RESOLUTION AUTHORIZING THE RENEWAL OF A CONTRACT WITH
WILLIE'S FENCE COMPANY TO PROVIDE CHAIN LINK FENCING
CITYWIDE FOR THE DEPARTMENT OF PUBLIC WORKS / DIVISION OF
PARK MAINTENANCE

I, Donna Mauer, as Chief Financial Officer, hereby certify that
these funds are available for this expenditure in Park Maintenance Capital Account No.
54-215-55-934-990 for payment of the above resolution.

Requisition # 0183527

Purchase Order # 129098

April 23, 2018

APPROVED:
Patrick G. Standaro, DPW Director

APPROVED AS TO LEGAL FORM
Corporation Counsel

APPROVED: Dave Medina
Business Administrator

Certification Required ☑️
Not Required ☐

APPROVED 9-0

 RECORD OF COUNCIL VOTE ON FINAL PASSAGE 5.9.18

<table>
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<th>AYE</th>
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<th>NAY</th>
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<th>AYE</th>
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<td>YUN</td>
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<td></td>
<td></td>
<td>RIVERA</td>
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<tr>
<td>PRIZZAREY</td>
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<td>SOLGAHN</td>
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<td>WATERMAN</td>
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<tr>
<td>BOGIAIO</td>
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<td></td>
<td>ROBINSON</td>
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<td></td>
<td>LAVARRO, PRES</td>
<td>✓</td>
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N.V. Not Voting

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

Ronald L. Lavaro, Jr., President of Council

Robert Byrne, City Clerk
RESOLUTION AWARDING A NEGOTIATED CONTRACT PURSUANT TO N.J.S.A. 40A:11-5(3) TO WILLIE'S FENCE COMPANY TO PROVIDE CHAIN LINK FENCING CITYWIDE FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF PARK MAINTENANCE

COUNCIL offered and moved adoption of the
following resolution:

WHEREAS, the City of Jersey City ("City") prepared bid specifications for chain link fencing and accepted bids on three different occasions; and

WHEREAS, on the first occasion one bidder responded; and

WHEREAS, on the second occasion, the City received one bid and rejected the bid because the bid substantially exceeded the pre-bid estimate; and

WHEREAS, on the third occasion the City received two bids from Willie's Fence Company and Guardian Fence Company; and

WHEREAS, both bids exceeded the City's pre-bid estimate; and

WHEREAS, the City notified both Willie's Fence Company and Guardian Fence Company of its intention to award a negotiated contract pursuant to N.J.S.A. 40A:11-5(3), and

WHEREAS, Willie's Fence Company submitted a quote in the amount of $328,186.25 and Guardian Fence Company submitted a quote in the amount of $333,288.00; and

WHEREAS, Willie's Fence Company agrees to perform the chain link fencing contract for a total contract price of $328,186.25; and

WHEREAS, the Purchasing Agent and Park Maintenance Director consider this to be a fair and reasonable price; and

WHEREAS, the terms, conditions, restrictions and specifications set forth in the negotiated contract have not been changed from those which were the subject of competitive bidding; and

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

WHEREAS, the Director of the Division of Park Maintenance has determined and certified in writing that the value of the contract will exceed $17,500.00; and

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

(CONTINUED ON PAGE 2)
RESOLUTION AWARDING A NEGOTIATED CONTRACT PURSUANT TO N.J.S.A. 40A:11-5(3) TO WILLIE'S FENCE COMPANY TO PROVIDE CHAIN LINK FENCING CITYWIDE FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF PARK MAINTENANCE

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 for this contract are available in the Department of Public Works General Capital Account No.

NOW, THEREFORE, Be It Resolved by the Municipal Council of the City of Jersey City that:

1) A contract in the amount of $328,185.25 for providing chain link fencing citywide is awarded to Willie's Fence Company;

2) This contract is awarded as a negotiated contract pursuant to the provisions of N.J.S.A. 40A:11-5(3). The terms and conditions of this negotiated contract are substantially the same as the bid specifications advertised by the City;

3) Upon certification by an official or employee of the City authorized to attest that the contractor has complied with the specifications in all respects, and the requirements of the contract have been met, then payment to the contractor shall be made in accordance with the provisions of the Local Public Affairs Law, N.J.S.A. 40A:5-1 et seq.; and

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

(continued on page 3)
RESOLUTION AWARDING A NEGOTIATED CONTRACT PURSUANT TO N.J.S.A. 40A:11-5(i) TO WILLIE'S FENCE COMPANY TO PROVIDE CHAIN LINK FENCING CITYWIDE FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF PARK MAINTENANCE

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 and incorporated herein by reference, shall be placed on file with this resolution.

I, [Signature] (Donna Matusz), Chief Financial Officer, hereby certify that funds are available for the payment of this resolution in Account No.

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<tr>
<td>245-5934-990</td>
<td>PO# 12 4-8562</td>
<td>$260,237.75</td>
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April 25, 2017
PS/ob

Approved by: Peter Polgado, Director of Purchasing, RPFO, QPA

APPROVED AS TO LEGAL FORM

APPROVED

Subpoena Administrator

Corporation Counsel

Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 8.10.17

<table>
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<tr>
<th>COUNCILPERSON</th>
<th>AYE</th>
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N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.
April 18, 2017

Mr. Peter Folgado QPA
City of Jersey City
394 Central Ave.
Jersey City, NJ 07307

Dear Mr. Folgado,

In reference to bid proposal RFP2017-002, on line item #23 there was a miscalculation of $25.00. The correct total for line item #23 should have been a total of $1937.50. This raises the total bid price to $328,186.25. I look forward to working with you in the future and hope to hear from you soon.

Sincerely,

William Costigan

William Costigan
Vice President
EEO/AFFIRMATIVE ACTION REQUIREMENTS

Public Construction Contracts

Questions in reference to EEO/AA Requirements for Public Construction Contracts should be directed to:

Jeana F. Abuan
Supv. Administrative Analyst, Public Agency Compliance Officer
Office of Tax Abatement & Compliance
13 Linden Avenue East
Jersey City NJ 07305
Tel. #201-547-4538
E-mail Address: abuanj@jcnj.org
Minority/Women Business Participation
In City Construction Contracts
City of Jersey City
Department of Administration
Office of Equal Opportunity/Affirmative Action

I. Policy

The City of Jersey City has a policy of equal opportunity and nondiscrimination in public contracting based on race, national origin or gender. Further, the City's policy is to encourage increased participation of minority owned businesses in city contracts. This is in accordance with N.J.S.A. 10:5-32, which provides that public works contracts shall provide for equality in opportunity by any contractor engaged in a public works project.

The City has determined that a "responsible" bidder does not engage in unlawful race or gender discrimination in its awarding of subcontracts or the purchase of supplies used in construction, and does make reasonable efforts to solicit and award subcontracts to minority and female businesses.

II. Purpose

The city has adopted regulations to assure that bidders receiving City Construction contracts are not engaged in unlawful discrimination and make reasonable good faith to include persons of color and women owned businesses as subcontractors. The intent and purpose of these procedures is not to require that a specific proportion of every contract be allocated to minority and women owned businesses, but to assure that they are included in the competitive process and have opportunities to participate in the city's publicly contracted projects. Pursuant to this policy, contractor is expected to include minority/women owned businesses in all formal or informal invitations to quote, etc., and to make every reasonable effort to provide subcontracting opportunities to qualified minority and women owned businesses.

The purpose of the "participation levels" referred to herein is to help the city determine whether the contractor has met the requirements of nondiscrimination and of good faith efforts to make subcontracting opportunities available to minority and women owned businesses. These regulations presume that contractors who have attained or exceeded the suggested participation levels for minority and female subcontractor participation in particular City construction contracts are not engaging in unlawful sex or racial discrimination and have engaged in reasonable efforts to involve minority and female subcontractors. A contractor who is unable to attain or exceed such levels may have its subcontracting practices examined by the city to determine if it is engaging in unlawful discrimination in subcontracting practices or has failed to engage in reasonable outreach efforts.
EXHIBIT B
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.A.C. 17:27
CONSTRUCTION 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 or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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

When hiring or scheduling workers in each construction trade, the contractor or subcontractor agrees to make good faith efforts to employ minority and women workers in each construction trade consistent with the targeted employment goal prescribed by N.J.A.C. 17:27-7.2; provided, however, that the Dept. of LWD, Construction EO Monitoring Program may, in its discretion, exempt a contractor or subcontractor from compliance with the good faith procedures prescribed by the following provisions, A, B and C, as long as the Dept. of LWD, Construction EO
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 apprentices 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. 122) 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 understand that their contract/company's bid shall be rejected if non-responsive. If the contractor fails to comply with the requirements of N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 122) and N.J.A.C. 17:27.

Representative's Name/Title (Print): Kathleü E. Cartigan, President

Representative's Signature: Kathleü E. Cartigan

Name of Company: Williams Fence Co., Tel No.: 201-988-0246, Fax: 201-886-4124, 4/17/2009

AA-10
### STATE OF NEW JERSEY

**Department of Labor & Workforce Development**

**Construction & Compliance Assistance Program**

**Initial Project Work/force Report Construction**

For instructions on completing this form, go to http://www.labor.state.nj.us/compliance/contract_compliance/initialproj.htm

**Contractor:**

**City of Jersey City**

**Address:**

11-15 Linden Ave.
Jersey City N.J. 07305

**Owner:**

Willie Fena & Co.

147 Liberty Ave.
Jersey City N.J. 07305

**Trade or Craft:**

<table>
<thead>
<tr>
<th>Trade or Craft</th>
<th>Number</th>
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<th>Number</th>
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</tr>
</thead>
<tbody>
<tr>
<td>1. Asbestos Worker</td>
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<td>2. Bricklayer or Mason</td>
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<td>3. Carpenter</td>
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<td>4. Electrician</td>
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<td>5. Glazier</td>
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<td>6. HVAC Mechanic</td>
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<td>7. Ironworker</td>
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<td>8. Operating Engineer</td>
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<td>9. Painter</td>
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<td>10. Plumber</td>
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<td>11. Rooper</td>
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<td>12. Sheet Metal Worker</td>
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<tr>
<td>13. Sprinkler Fitter</td>
<td></td>
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<tr>
<td>14. Steamfitter</td>
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<td>15. Surveyor</td>
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<td>16. Tiler</td>
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<td>17. Truck Driver</td>
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<tr>
<td>18. Laborer</td>
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<td>19. Other</td>
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</tr>
<tr>
<td>20. Other</td>
<td></td>
<td></td>
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</tr>
</tbody>
</table>

I, the undersigned, do hereby certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements are false, I am subject to punishment.

**Kathleen F. Cotter, President**

Signed: 4/17/2019

[Signature]

**Phone:** 201-988-0341

**Email:** dot@labor.state.nj.us

**AA-11**
<table>
<thead>
<tr>
<th>Component</th>
<th>Designation</th>
<th>Location</th>
<th>Unit</th>
<th>Coefficient</th>
<th>Code</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fence Company</td>
<td>123 Main St.</td>
<td>Jersey City</td>
<td>50</td>
<td>0.85</td>
<td>A</td>
<td></td>
</tr>
<tr>
<td></td>
<td>416 Liberty Ave.</td>
<td>Jersey City</td>
<td>60</td>
<td>0.90</td>
<td>B</td>
<td></td>
</tr>
</tbody>
</table>

**Notes:**
- Fence Installation: 2017-001
- Approved by: William Castigian
- Date: 4/9/2019
APPENDIX A

AMERICANS WITH DISABILITIES ACT OF 1990

Equal Opportunity for Individuals with Disability

The contractor and the City of Jacksonville (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 injuries, of whatever kind or nature, arising out of or claimed to arise out of the
alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for
legal services and any and all costs and other expenses arising from such action or administrative proceeding
or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance
procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said
grievance procedure. If any 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
promptly 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 not in any 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: Kathleen J. Costigan
Title: President
Company: Willeke Fence Company, Inc.

Address: 307-788-0271
Date: 7/17/2019

AA-15
SAMPLE LETTER TO THE UNION

(CONTRACTOR'S LETTER HEAD)

Date:

Local Union:

Re: Chain Link Fencing Project, Jersey City, NJ

This company is about to enter into a contract with the City of Jersey City for the above project. A condition of the contract is compliance with the state approved affirmative action program, which requires that we make a good faith effort to use minority workers in each construction trade to the extent of ____% of the total work hours, and female workers to the extent of 6.9% of total work hours.

We are further required to submit a statement from an authorized union official, that the union will take such actions as may be necessary with respect to the referral and employment of minority group persons in order to enable this contractor to meet its obligations under the affirmative action plan.

We solicit your help and cooperation, by engaging in aggressive recruitment of minority workers, providing us with the statement requested, and advising whether the union will be able to fulfill our work force needs as indicated.

Very Truly Yours,

[Signature]

[Name]
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: Willie's Fence Company, Inc.
Address: 414 Liberty Avenue, AC N07302
Telephone No.: 201-988-0241
Contact Name: William Costigan

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: Willie Fence Co. LLC
Address: 416 Liberty Avenue, JC, NJ 08007
Telephone No.: 201-988-0241
Contact Name: Willie Costigan

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.

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.

DIVISION OF PURCHASING COPY
Form MWBE Contractor’s Compliance Plan to be submitted with bid document.
CONTRACTOR: PROVIDE TWO (2) COMPLETED COPIES OF THIS FORM WITH YOUR
PROPOSAL (or within 24 hours thereafter)

City of Jersey City
Department of Administration
Office of Equal Opportunity/Affirmative Action

Project: Chain Link Fencing
Contractor: Willer Fence Company LLC
Bid Amt. $8

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>
</tr>
</thead>
<tbody>
<tr>
<td>ADW Subcontractors</td>
<td></td>
<td>Minoriti</td>
</tr>
</tbody>
</table>

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
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: ___
Contractor: ___
Bid Amount: ___

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>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Check appropriate column</td>
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<tr>
<td></td>
<td></td>
<td>Minority</td>
</tr>
</tbody>
</table>

No Subcontractors

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

AA-20
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>
<tbody>
<tr>
<td></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?

Willie's Fence Company is a woman owned company that employs women.

Name of Contractor

By: Signature

Type or print name/title: Kathleen T. Castiglione, President

Telephone No: 701-988-0241 Date: 4/17/2019

For City Use:

Acceptable M/W Business Participation levels for this Project:

By: ___________________________ Date: ___________________________
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>To Minority or Woman Owned Business</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td>Minority</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?

Company that employs women

Name of Contractor

By: Signature

Type or print name/title

Telephones No:

Date

For City Use:

Acceptable M/W Business Participation levels for this Project:

By

Date

PURCHASING COPY
10/26/15

Dear Business Representative:

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

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

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

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

If you have any questions or require more information, feel free to call our Registration Hotline at (609)292-9292.

I wish you continued success in your business endeavors.

Sincerely,

James J. Fruicone
Director
New Jersey Division of Revenue.

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

TAXPAYER NAME: WILLIE'S FENCE LIMITED LIABILITY COMPANY

TRADING NAME:

ADDRESS: 12 DELAWARE AVE., JERSEY CITY, NJ 07304-1308

EFFECTIVE DATE: 04/29/10

ISSUANCE DATE: 10/26/15

SEQUENCE NUMBER: 695411

FORMM#: 1008 (04-06)

(0265846V)
STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY
DIVISION OF REVENUE AND ENTERPRISE SERVICES
ANNUAL REPORT CERTIFICATE

WILLIE'S FENCE LIMITED LIABILITY COMPANY
0400343410

The Division of Revenue and Enterprise Services hereby affirms that the following annual report for WILLIE'S FENCE LIMITED LIABILITY COMPANY was submitted on 06/23/2017 for the year: 2017

Registered Agent and Office
Kathleen T Costigan
12 Delaware Ave
Jersey City, NJ 07304

Main Business Address
12 DELAWARE AVE
JERSEY CITY, NJ 07304

Officers and Directors
OTHER
WILLIAM COSTIGAN
12 DELAWARE AVE
JERSEY CITY, NJ 07304

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal, this 23rd day of June, 2017

Ford M. Scudder
State Treasurer
This certificate acknowledges WILLIES FENCE COMPANY 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 that lists certified minority and women-owned businesses. 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 to the expiration date of this certification.

Issued: November 8, 2017
Certificate Number: 70568-15

Expiration: November 7, 2020
NEW JERSEY DEPARTMENT OF THE TREASURY
DIVISION OF REVENUE

CERTIFICATE OF FORMATION

WILLIE'S FENCE LIMITED LIABILITY COMPANY
0400343410

The above-named DOMESTIC LIMITED LIABILITY COMPANY was duly filed in accordance with New Jersey State law on 04/19/2010 and was assigned identification number 0400343410. Following are the articles that constitute its original certificate.

1. Name:
   WILLIE'S FENCE LIMITED LIABILITY COMPANY

2. Registered Agent:
   WILLIAM COSTIGAN

3. Registered Office:
   12 DELAWARE AVE
   JERSEY CITY, NJ 07304

4. Business Purpose:
   FENCE INSTALLATION AND REPAIR

5. Effective Date of this filing is:
   04/19/2010

6. Members/Managers:
   WILLIAM COSTIGAN
   12 DELAWARE AVE
   JERSEY CITY, NJ 07304

7. Main Business Address:
   12 DELAWARE AVE
   JERSEY CITY, NJ 07304

Signature:
WILLIAM COSTIGAN
AUTHORIZED REPRESENTATIVE

continued on next page
STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY
SHORT FORM STANDING

WILLIE'S FENCE LIMITED LIABILITY COMPANY
0400343410

I, the Treasurer of the State of New Jersey, do hereby certify that the above-named New Jersey Domestic Limited Liability Company was registered by this office on April 19, 2010.

As of the date of this certificate, said business continues as an active business in good standing in the State of New Jersey, and its Annual Reports are current.

I further certify the registered agent and registered office are:

William Costigan
12 Delaware Ave
Jersey City, NJ 07304

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal at Trenton, this 20th day of April, 2010

Andrew P Sidamon-Eristoff
State Treasurer

Certificate Number: 11691632
Verify this certificate online at

https://www.state.nj.us/TITL_ShortForm/Verify_Cert.jsp

Page 1 of 1.
NEW JERSEY DEPARTMENT OF THE TREASURY
DIVISION OF REVENUE

CERTIFICATE OF FORMATION

WILLIE'S FENCE LIMITED LIABILITY COMPANY
0400343410

IN TESTIMONY WHEREOF, I have
hereunto set my hand and
affixed my Official Seal
at Trenton, this
20th day of April, 2010

Andrew P. Sidamon-Eristoff
State Treasurer

Certificate Number: H651CQ40
Verify this certificate online at
https://www1.state.nj.us/TTP_StandingCertUI3P/Verify_Cert.jsp
NEW JERSEY DEPARTMENT OF THE TREASURY
DIVISION OF REVENUE

CERTIFICATE OF FORMATION

WILLIE'S FENCE LIMITED LIABILITY COMPANY
0400343410

The above-named DOMESTIC LIMITED LIABILITY COMPANY was duly filed in accordance with New Jersey State Law on 04/19/2010, and was assigned identification number 0400343410. Following are the articles that constitute its original certificate.

1. Name:
WILLIE'S FENCE LIMITED LIABILITY COMPANY

2. Registered Agent:
WILLIAM COSTIGAN

3. Registered Office:
12 DELAWARE AVE
JERSEY CITY, NJ 07304

4. Business Purpose:
FENCE INSTALLATION AND REPAIR

5. Effective Date of this filing is:
05/01/2010

6. Members/Managers:
WILLIAM COSTIGAN
12 DELAWARE AVE
JERSEY CITY, NJ 07304

7. Main Business Address:
12 DELAWARE AVE
JERSEY CITY, NJ 07304

Signatures:
WILLIAM COSTIGAN
AUTHORIZED REPRESENTATIVE

Continued on next page ...
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. 34:11-59.48, 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:

Willis Painting Company, LLC

Responsible Representative(s):
Kathleen Costigan, President

Robert Asaro-Angelo, Acting Commissioner
Department of Labor and Workforce Development

This certificate may not be transferred or assigned and may be revoked for cause by the Commissioner of Labor and Workforce Development.
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 [Willies Fence Co. 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: Willies Fence Co. LLC

Signed: Kathleen J. Castigan Title: President

Print Name: Kathleen J. Castigan Date: 4/17/2019

Subscribed and sworn before me this 22 day of April, 2023.

Yadira Chellana (Affid) (Print name & title of affiant) (Corporate Seal)

**Pursuant to Section 2 of Ordinance 08-128, no contributions or solicitation of contributions made prior to the effective date Ordinance 08-128 (September 23, 2008) shall be deemed to be a violation of the Ordinance.
BUSINESS ENTITY DISCLOSURE CERTIFICATION
FOR NON-FAIR AND OPEN CONTRACTS
Required Pursuant To N.J.S.A. 19:44A-20.8
CITY OF JERSEY CITY

Part I - Vendor Affirmation
The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that the <name of business entity> has not made and will not make any reportable contributions pursuant to N.J.S.A. 19:44A-1 et seq. that, pursuant to P.L. 2004, c. 19 would bar the award of this contract in the one year period preceding (date of award scheduled for approval of the contract by the governing body) to any of the following named candidate 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).

Steven Fulop 2021
Lavaro for Councilman
Friends of Joyce Watterman
Friends of Daniel Rivera
Ridley for Council

Mira Prinz-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

<table>
<thead>
<tr>
<th>Name of Stock or Shareholder</th>
<th>Home Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>Kathleen T. Costigan</td>
<td>132 Audubon Ave  1C  NJ  07305</td>
</tr>
<tr>
<td>William Costigan</td>
<td>132 Audubon Ave  1C  NJ  07305</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: Hillys Fence & LLC
Signature of Affiant: Kathleen T. Costigan
Title: President
Printed Name of Affiant: Kathleen T. Costigan
Date: 4/2/2019

Sworn and subscribed before me this 9th day of April, 2019
My Commission expires: 8/28/25

YADIRA A. ORELLANA
NOTARY PUBLIC
NEW JERSEY
ID 50066775
My Commission Expires: Aug 28, 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: | Willis Fence Co. LLC |
| Address: | Hillside Ave |
| City: | Jersey City |
| State: | N.J. |
| Zip: | 07307 |

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.

Kathleen T. O'Stegan  
Printed Name  
President

Part II - Contribution Disclosure

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

☐ Check here if disclosure is provided in electronic form.

<table>
<thead>
<tr>
<th>Contributor Name</th>
<th>Recipient Name</th>
<th>Date</th>
<th>Dollar Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

☐ Check here if the information is continued on subsequent page(s)
Resolution of the City of Jersey City, N.J.

CITY CLERK FILE NO. Res. 19-427
AGENDA NO. 10.33
APPROVED: MAY 8 2019

TITLE:

RESOLUTION AUTHORIZING THE RENEWAL OF AN OPEN-END CONTRACT WITH CITY ELECTRIC SUPPLY, LLC TO PROVIDE ELECTRICAL SUPPLIES FOR THE DEPARTMENT OF PUBLIC WORKS / DIVISION OF BUILDINGS AND STREET MAINTENANCE

COUNCIL OFFERED AND MOVED ADOPTION OF
THE FOLLOWING RESOLUTION:

WHEREAS, Resolution No. 17-417, approved on May 10, 2017, awarded a one-year open-end contract for $39,072.55 to City Electric Supply, LLC for electrical supplies for the City of Jersey City (City), Department of Public Works / Division of Buildings and Street Maintenance; and

WHEREAS, the bid specifications provided the City with options to renew the contract for up to two additional one year periods with the renewal contract price being the preceding year's contract price as adjusted according to the Federal Consumer Price Index published by the Bureau of Labor Statistics; and

WHEREAS, Resolution No. 18-467, approved on May 9, 2018, exercised the first option to renew the contract for a total contract amount of $39,854.00; and

WHEREAS, Resolution No. 18-467, approved on May 9, 2018, exercised the first option to renew the contract for a total contract amount of $39,854.00; and

WHEREAS, Resolution No. 18-467, approved on May 9, 2018, exercised the first option to renew the contract for a total contract amount of $39,854.00; and

WHEREAS, pursuant to N.J.S.A. 40A:11-15, the City desires to exercise the final option and renew the contract for an additional one-year period effective as of May 11, 2019 and ending on May 10, 2020; and

WHEREAS, the contractor has been performing the services in an effective and efficient manner; and

WHEREAS, the total cost of the contract renewal is $40,372.10; and

WHEREAS, funds in the amount of $5,000.00 are available in the Division of Buildings and Street Maintenance Operating Account No. 19-01-201-26-291-211;

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

1) The Mayor or Business Administrator is authorized to renew the agreement with City Electric Supply, LLC for electrical supplies for the City of Jersey City (City), Department of Public Works / Division of Buildings and Street Maintenance;

2) The renewal contract is for a one-year period effective as of May 11, 2019, and the total cost of the contract shall not exceed $40,372.10;

3) Upon certification by an official or employee of the City authorized to attest that the contractor has complied with the specifications in all respects, and the requirements of the contract met, then payment to the contractor shall be made in accordance with the provisions of the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et seq.

(Continued on Page 2)
RESOLUTION AUTHORIZING THE RENEWAL OF AN OPEN-END CONTRACT WITH CITY ELECTRIC SUPPLY, LLC TO PROVIDE ELECTRICAL SUPPLIES FOR THE DEPARTMENT OF PUBLIC WORKS / DIVISION OF BUILDINGS AND STREET MAINTENANCE

4. The award of this contract shall be subject to the condition that the vendor provides satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et seq.; and

5. Pursuant to N.J.A.C. 5:30-5.5(c)(2), the continuation of the contract after the expenditure of funds encumbered in the 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, 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. 19-01-201-26-291-211 for payment of the above resolution.

Requisition # 0188223

Purchase Order # 133353

April 26, 2019

[Signatures of Approving Officials]

[Record of Council Vote on Final Passage]

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

<table>
<thead>
<tr>
<th>RESOLUTION AUTHORIZING THE RENEWAL OF AN OPEN – END CONTRACT WITH CITY ELECTRIC SUPPLY, LLC TO PROVIDE ELECTRICAL SUPPLIES FOR THE DEPARTMENT OF PUBLIC WORKS / DIVISION OF BUILDINGS AND STREET MAINTENANCE</th>
</tr>
</thead>
</table>

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@ijsnj.org">dcarlucci@ijsnj.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 parts.
- Such as connectors, breakers, wires, plastic anchor boxes, covers, wire nuts, rubber tape, etc.
- City Electric is a local Jersey City vendor.
- DPW spent about $39,000.00 in 2018.

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 = $40,372.10</td>
</tr>
<tr>
<td>Temporary Encumbrancy = $5,000.00</td>
</tr>
</tbody>
</table>

Contract term (include all proposed renewals)

- Final Renewal: 05/11/19 to 05/10/20

Type of award  

| Contract Renewal (Public Bid) |

If “Other Exception”, enter type  

Additional Information

I certify that all the facts presented herein are accurate.

[Signature of Department Director]  

Date  

[Signature of Purchasing Director]  

Date
## BID PROPOSAL/DOCUMENTS

**ELECTRICAL SUPPLIES & MATERIAL**

**DPW/DIVISION OF BUILDINGS & STREET MAINTENANCE**

This contract will be awarded as an open-end contract. The minimum and the maximum quantities for each item are as stated below. A vendor must bid on the maximum number in column B.

### Vendor must bid on the maximum number in column B

<table>
<thead>
<tr>
<th>ITEM</th>
<th><em><strong>QUANTITY</strong></em></th>
<th>DESCRIPTION</th>
<th>UNIT AMOUNT</th>
<th>EXTENDED AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>MINIMUM &amp; MAXIMUM</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.</td>
<td>0-60 ea.</td>
<td>20 Amp G.F.I. Receptacles, Ivory, part # Leviton 8899/115 or approved equal</td>
<td>17.44</td>
<td>1046.40</td>
</tr>
<tr>
<td>2.</td>
<td>0-40 ea.</td>
<td>Honeywell Thermostats, Part # 725 or approved equal</td>
<td>24.00</td>
<td>960.00</td>
</tr>
<tr>
<td>3.</td>
<td>0-10 ea.</td>
<td>Pairs of Madison Holders or approved equal</td>
<td>18</td>
<td>270.00</td>
</tr>
<tr>
<td>4.</td>
<td>0-10 ea.</td>
<td>½ inch E.M.T. Bender, Greenlee, part # 640 or approved equal</td>
<td>33.00</td>
<td>330.00</td>
</tr>
<tr>
<td>5.</td>
<td>0-10 ea.</td>
<td>½ inch E.M.T. Bender, Greenlee, part # 841 or approved equal</td>
<td>40.00</td>
<td>400.00</td>
</tr>
<tr>
<td>6.</td>
<td>0-200 ea.</td>
<td>Ty Raps, 15 inch long, Ideal, part # 15650 or approved equal</td>
<td>0.03</td>
<td>6.00</td>
</tr>
<tr>
<td>7.</td>
<td>0-40 ea.</td>
<td>½ inch Scalite Straight Connectors or approved equal</td>
<td>1.72</td>
<td>2.380</td>
</tr>
<tr>
<td>8.</td>
<td>0-40 ea.</td>
<td>½ inch Scalite Angle Connectors or approved equal</td>
<td>1.65</td>
<td>66.00</td>
</tr>
<tr>
<td>9.</td>
<td>0-40 ea.</td>
<td>½ inch Scalite Straight Connectors or approved equal</td>
<td>1.09</td>
<td>43.60</td>
</tr>
<tr>
<td>10.</td>
<td>0-40 ea.</td>
<td>½ inch Scalite Angle Connectors or approved equal</td>
<td>2.19</td>
<td>87.60</td>
</tr>
<tr>
<td>11.</td>
<td>0-25 ea.</td>
<td>Tri-tap Bell Transformers</td>
<td>16.70</td>
<td>367.50</td>
</tr>
<tr>
<td>12.</td>
<td>0-10 ea.</td>
<td>Silicon Control Rectifiers for door openers</td>
<td>157.5</td>
<td>1575.00</td>
</tr>
<tr>
<td>13.</td>
<td>0-200 ea.</td>
<td>Compression Connectors Low Volt Chokes</td>
<td>0.07</td>
<td>17.50</td>
</tr>
<tr>
<td>14.</td>
<td>0-3,000 ft.</td>
<td>14 x 2 BX Wire</td>
<td>0.32</td>
<td>960.00</td>
</tr>
<tr>
<td>15.</td>
<td>0-4,500 ft.</td>
<td>12 x 2 BX Wire</td>
<td>0.325</td>
<td>1462.50</td>
</tr>
<tr>
<td>ITEM</td>
<td>QUANTITY MINIMUM &amp; MAXIMUM</td>
<td>DESCRIPTION</td>
<td>UNIT AMOUNT</td>
<td>EXTENDED AMOUNT</td>
</tr>
<tr>
<td>------</td>
<td>----------------------------</td>
<td>--------------------------------------------------</td>
<td>-------------</td>
<td>-----------------</td>
</tr>
<tr>
<td>16</td>
<td>0-30 ea.</td>
<td>7/8 inch Hole Saws</td>
<td>3.50</td>
<td>105.00</td>
</tr>
<tr>
<td>17</td>
<td>0-400 ft.</td>
<td>12 x 3 BX Wire</td>
<td>.55</td>
<td>220.00</td>
</tr>
<tr>
<td>18</td>
<td>0-2,000 ft.</td>
<td>Plastic Anchor Boxes</td>
<td>.03</td>
<td>60.00</td>
</tr>
<tr>
<td>19</td>
<td>0-30 ea.</td>
<td>7/8 inch Carborundum Bits for Rate Hammers</td>
<td>2.50</td>
<td>75.00</td>
</tr>
<tr>
<td>20</td>
<td>0-400 ea.</td>
<td>Lead Shields for #12 Short Metal Screws, (Stud)</td>
<td>2.20</td>
<td>88.00</td>
</tr>
<tr>
<td>21</td>
<td>0-50 ea.</td>
<td>Emergency Light Fixtures, Battery Pack On.</td>
<td>12.00</td>
<td>600.00</td>
</tr>
<tr>
<td>22</td>
<td>0-50 ea.</td>
<td>Exit Sign Fixtures, Battery Pack On.</td>
<td>12.00</td>
<td>600.00</td>
</tr>
<tr>
<td>23</td>
<td>0-50 ea.</td>
<td>Combination Exit &amp; Emergency Light Fixtures, Battery Pack On.</td>
<td>29.00</td>
<td>1450.00</td>
</tr>
<tr>
<td>24</td>
<td>0-300 ea.</td>
<td>Duplex Receptacle Plates, Ivory</td>
<td>.14</td>
<td>57.00</td>
</tr>
<tr>
<td>25</td>
<td>0-200 ea.</td>
<td>Single Pole Switch Plates, Ivory</td>
<td>.14</td>
<td>33.00</td>
</tr>
<tr>
<td>26</td>
<td>0-40 ea.</td>
<td>Two Gang Duplex Receptacle Plates, Ivory</td>
<td>1.39</td>
<td>556.00</td>
</tr>
<tr>
<td>27</td>
<td>0-20 ca.</td>
<td>Two Gang Switch Plates, Ivory</td>
<td>.39</td>
<td>78.00</td>
</tr>
<tr>
<td>28</td>
<td>0-75 ea.</td>
<td>3-Wire Cord Caps</td>
<td>3.00</td>
<td>225.00</td>
</tr>
<tr>
<td>29</td>
<td>0-75 ea.</td>
<td>3-Wire Cord Bodles</td>
<td>3.85</td>
<td>288.75</td>
</tr>
<tr>
<td>30</td>
<td>0-75 ea.</td>
<td>4inch Rd Boxes</td>
<td>.55</td>
<td>41.25</td>
</tr>
<tr>
<td>31</td>
<td>0-20 ca.</td>
<td>Single Pole ST Time Clocks</td>
<td>40.00</td>
<td>800.00</td>
</tr>
<tr>
<td>32</td>
<td>0-20 ca.</td>
<td>Single Pole ST 7 Day Time Clocks</td>
<td>76.00</td>
<td>1520.00</td>
</tr>
<tr>
<td>33</td>
<td>0-100 ea.</td>
<td>4 inch Square Boxes, 4 x 4 KO's</td>
<td>.47</td>
<td>47.00</td>
</tr>
<tr>
<td>34</td>
<td>0-50 ea.</td>
<td>4 inch Square Deep Boxes, 4 x 4</td>
<td>.59</td>
<td>29.50</td>
</tr>
<tr>
<td>35</td>
<td>0-50 ea.</td>
<td>4inch Square Extension Collars</td>
<td>.30</td>
<td>15.00</td>
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<tr>
<td>36</td>
<td>0-20 ca.</td>
<td>4 1/2 inch Boxes</td>
<td>1.04</td>
<td>20.80</td>
</tr>
<tr>
<td>37</td>
<td>0-400 ea.</td>
<td>4inch Square Blank Covers</td>
<td>.21</td>
<td>84.00</td>
</tr>
<tr>
<td>38</td>
<td>0-70 ea.</td>
<td>4inch Square Duplex Receptacle Covers</td>
<td>.61</td>
<td>42.70</td>
</tr>
<tr>
<td>39</td>
<td>0-70 ea.</td>
<td>4inch Square Double Duplex Covers</td>
<td>.61</td>
<td>42.70</td>
</tr>
<tr>
<td>40</td>
<td>0-70 ea.</td>
<td>GEM Boxes Rough In</td>
<td>.94</td>
<td>65.30</td>
</tr>
<tr>
<td>41</td>
<td>0-70 ea.</td>
<td>Single Pole Switch Covers</td>
<td>.21</td>
<td>14.30</td>
</tr>
</tbody>
</table>

CITY ELECTRIC SUPPLY
619 GRAND STREET
JERSEY CITY, NJ 07304
<table>
<thead>
<tr>
<th>ITEM</th>
<th>QUANTITY</th>
<th>DESCRIPTION</th>
<th>UNIT</th>
<th>AMOUNT</th>
<th>EXTENDED AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>42.</td>
<td>0-30 ea.</td>
<td>Two Gang Switch Covers</td>
<td>0.93</td>
<td>12.90</td>
<td></td>
</tr>
<tr>
<td>43.</td>
<td>0-300 ea.</td>
<td>2x4 Recessed Lighting</td>
<td>3.50</td>
<td>10,500</td>
<td></td>
</tr>
<tr>
<td>44.</td>
<td>0-40 ea.</td>
<td>Two-Lite 8ft Strips</td>
<td>11.28</td>
<td>112.80</td>
<td></td>
</tr>
<tr>
<td>45.</td>
<td>0-55 ea.</td>
<td>Two Lite 4&quot; Fluorescent Light Fixtures</td>
<td>28.00</td>
<td>1,540.00</td>
<td></td>
</tr>
<tr>
<td>46.</td>
<td>0-150 ea.</td>
<td>Two Lite #56 Ballasts, (Universal #806 or approved equal)</td>
<td>14.50</td>
<td>2,175.00</td>
<td></td>
</tr>
<tr>
<td>47.</td>
<td>0-150 ea.</td>
<td>Two Lite #44 Ballasts, (Universal #446 or approved equal)</td>
<td>8.64</td>
<td>1,296.00</td>
<td></td>
</tr>
<tr>
<td>48.</td>
<td>0-1,000 ft</td>
<td>Union E.M.T. Conduit</td>
<td>0.195</td>
<td>195.00</td>
<td></td>
</tr>
<tr>
<td>49.</td>
<td>0-400 ft</td>
<td>Union E.M.T. Conduit</td>
<td>0.32</td>
<td>128.00</td>
<td></td>
</tr>
<tr>
<td>50.</td>
<td>0-200 ft</td>
<td>Union E.M.T. Conduit</td>
<td>0.55</td>
<td>110.00</td>
<td></td>
</tr>
<tr>
<td>51.</td>
<td>0-150 ea.</td>
<td>Single Pole 20 Amp G.E. Circuit Breakers, or approved equal</td>
<td>3.28</td>
<td>492.00</td>
<td></td>
</tr>
<tr>
<td>52.</td>
<td>0-60 ea.</td>
<td>Single Pole 15 Amp G.E. Circuit Breakers, or approved equal</td>
<td>3.28</td>
<td>196.80</td>
<td></td>
</tr>
<tr>
<td>53.</td>
<td>0-60 ea.</td>
<td>Two Pole 15 Amp G.E. Circuit Breakers, or approved equal</td>
<td>7.40</td>
<td>444.00</td>
<td></td>
</tr>
<tr>
<td>54.</td>
<td>0-60 ea.</td>
<td>Two Pole 20 Amp G.E. Circuit Breakers, or approved equal</td>
<td>7.40</td>
<td>444.00</td>
<td></td>
</tr>
<tr>
<td>55.</td>
<td>0-60 ea.</td>
<td>Two Pole 30 Amp G.E. Circuit Breakers, or approved equal</td>
<td>7.40</td>
<td>444.00</td>
<td></td>
</tr>
<tr>
<td>56.</td>
<td>0-30 ea.</td>
<td>Union L.B. Covers &amp; Gaskets</td>
<td>2.35</td>
<td>70.50</td>
<td></td>
</tr>
<tr>
<td>57.</td>
<td>0-300 ea.</td>
<td>Duplex Receptacles or approved equal</td>
<td>0.39</td>
<td>117.00</td>
<td></td>
</tr>
<tr>
<td>58.</td>
<td>0-200 ea.</td>
<td>Single Pole Switches or approved equal</td>
<td>0.91</td>
<td>81.90</td>
<td></td>
</tr>
<tr>
<td>59.</td>
<td>0-50 ea.</td>
<td>Three Way Switches, Leviton or Approved equal</td>
<td>0.93</td>
<td>27.90</td>
<td></td>
</tr>
<tr>
<td>60.</td>
<td>0-50 ea.</td>
<td>Leviton # CR-20-1 Electrical receptacles, or approved equal</td>
<td>0.95</td>
<td>47.50</td>
<td></td>
</tr>
<tr>
<td>61.</td>
<td>0-20 ea.</td>
<td>#30-541 Hook Wires, 100 per bx</td>
<td>4.00</td>
<td>80.00</td>
<td></td>
</tr>
<tr>
<td>62.</td>
<td>0-40 ea.</td>
<td>#30-542 Hook Wires, 100 per bx</td>
<td>5.00</td>
<td>200.00</td>
<td></td>
</tr>
<tr>
<td>63.</td>
<td>0-10 boxes</td>
<td>#30-255 Wires, 100 per bx</td>
<td>6.00</td>
<td>60.00</td>
<td></td>
</tr>
<tr>
<td>64.</td>
<td>0-20 boxes</td>
<td>#30-92 Wires, 100 per box</td>
<td>8.00</td>
<td>160.00</td>
<td></td>
</tr>
<tr>
<td>65.</td>
<td>0-20 boxes</td>
<td>#51-052 Wires, 100 per box</td>
<td>9.00</td>
<td>180.00</td>
<td></td>
</tr>
<tr>
<td>66.</td>
<td>0-200 ea.</td>
<td>Scotch Lock Blaze Wires</td>
<td>1.35</td>
<td>260.00</td>
<td></td>
</tr>
<tr>
<td>67.</td>
<td>0-50 ea.</td>
<td>Rolls of #33 Scotch Plastic Tape</td>
<td>3.25</td>
<td>162.50</td>
<td></td>
</tr>
<tr>
<td>68.</td>
<td>0-20 ea.</td>
<td>Rolls of White #35 Scotch Plastic Masking Tape, or approved equal</td>
<td>3.35</td>
<td>67.00</td>
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<td>69.</td>
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<td>Rolls of Red Scotch Plastic Masking Tape, or approved equal</td>
<td>5.33</td>
<td>10.60</td>
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<td>Item</td>
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<td>70</td>
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<td>Rolls of Green Scotch Plastic Masking Tape, or approved equal</td>
<td>53.00</td>
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<td>71</td>
<td>0-10 ea.</td>
<td>Rolls of #23 Rubber Tape</td>
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<td>72</td>
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<td>#500 Wiremold</td>
<td>80.25</td>
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<td>73</td>
<td>0-50 ea.</td>
<td>#5747 Boxes</td>
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<td>74</td>
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<td>75</td>
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<td>#5746 Boxes</td>
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<td>76</td>
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<td>#5700-B Boxes</td>
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<td>77</td>
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<td>#5711 Boxes</td>
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<td>#5751 Boxes</td>
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<td>81</td>
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<td>82</td>
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<td>84</td>
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<tr>
<td>88</td>
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<tr>
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<td>0-200 ea.</td>
<td>3/4 inch X 3 inch Toggle Bolts</td>
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<td>94</td>
<td>0-5 ea.</td>
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<td>103</td>
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<td>104</td>
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<td>105</td>
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<td>139.94</td>
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<td>106</td>
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<td>107</td>
<td>0-2,000 ft.</td>
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<tr>
<td>108</td>
<td>0-2,000 ft.</td>
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<td>139.94</td>
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<td>109</td>
<td>0-2,000 ft.</td>
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<td>110</td>
<td>0-2,000 ft.</td>
<td>#6, Black, THWN Wire</td>
<td>139.94</td>
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</table>

Note: The above prices are in dollars and cents. The last two digits are '00' for simplicity.
Norte: This contract will be awarded as an open-end contract. The minimum and maximum quantities for each item are as stated. If zero is the minimum, the City is not obligated to order any quantities of that item during the contract term. If a specific number is stated for a minimum, then the City is obligated to purchase whatever that quantity is. Regardless of what the minimum quantity is set at, the vendor is still required to fill any order that the City places during the contract terms until the maximum quantity is reached.

GRAND TOTAL PRICE ITEMS 1 THROUGH 112

The City will use the grand total price calculated by using the maximum quantities stated for Items 1 through 112. The supplier shall be paid based on quantities used, however, it shall not exceed the maximum quantity without prior issuance of a change order.

Thirty Nine Thousand Seventy Five 39, 079.55
(In Words) Two Dollars and Fifty Five Cents

The contract will be awarded based on the grand total amount for Items 1 through 112. If the grand total price is found to have been incorrectly computed, changes will be made in any and all unit prices or as to attain conformity with the grand total prize before award is made.

Pursuant to N.J.S.A. 40A:11-15, the City shall have the option to renew the contract for up to two additional one-year terms. The City shall notify the vendor whether or not it will be renewing the contract 45 days before the expiration date of the contract. If the City exercises its option to renew the contract, the vendor must accept the contract renewal. The renewal contract price shall be based upon the price of the original contract as cumulatively adjusted pursuant to any previous adjustment or extension and shall not exceed the change in the Index Rate for the twelve (12) months preceding the most recent quarterly calculation available at the time that the contract is renewed. The Index Rate means the rate of annual percentage increase, rounded to the nearest half-percent, in the Implicit Price Deflator for State and Local Government Purchase of Goods and Services, computed and published quarterly by the United States Department of Commerce, Bureau of Economic Analysis.

CITY ELECTRIC SUPPLY
619 GRAND STREET
JERSEY CITY, NJ 07304
RESOLUTION AUTHORIZING THE RENEWAL OF AN OPEN-END CONTRACT WITH CITY ELECTRIC SUPPLY, LLC TO PROVIDE ELECTRICAL SUPPLIES FOR THE DEPARTMENT OF PUBLIC WORKS / DIVISION OF BUILDINGS AND STREET MAINTENANCE

COUNCIL OFFERED AND MOVED ADOPTION OF

THE FOLLOWING RESOLUTION:

WHEREAS, Resolution No. 17-417, approved on May 10, 2017, awarded a one-year contract in the amount of $39,072.55 to City Electric Supply, LLC for electrical supplies for the City of Jersey City (City), Department of Public Works / Division of Buildings and Street Maintenance; and

WHEREAS, the bid specifications provided the City with options to renew the contract for up to two additional one-year periods with the renewal contract price being the preceding year's contract price as adjusted according to the Federal Consumer Price Index published by the Bureau of Labor Statistics; and

WHEREAS, pursuant to N.J.S.A. 40A:11-15, the City desires to exercise the first option and renew the contract for an additional one-year period effective as of May 11, 2018 and ending on May 10, 2019; and

WHEREAS, the contractor has been performing the services in an effective and efficient manner; and

WHEREAS, the total cost of the contract renewal is $39,854.00; and

WHEREAS, funds in the amount of $5,000.00 are available in the Division of Buildings and Street Operating Account No. 18-01-241-26-391-211;

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

1) The Mayor or Business Administrator is authorized to renew the agreement with City Electric Supply, LLC for electrical supplies for the City of Jersey City (City), Department of Public Works Division of Buildings and Street Maintenance;

2) The renewal contract is for a one-year period effective as of May 11, 2018, and the total cost of the contract shall not exceed $39,854.00;

3) Upon certification by an official or employee of the City authorized to attest that the contractor has complied with the specifications in all respects, and the requirements of the contract met, then payment to the contractor shall be made in accordance with the provisions of the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et seq.

4) Pursuant to N.J.A.C. 5:30-5.5(c), the continuation of the contract after the expenditure of funds encumbered in 2018 fiscal year temporary budget shall be subject to the appropriation of sufficient funds in the 2018 fiscal year permanent budget and in the subsequent fiscal year budget.

(Continued on Page 2)
Resolution Authorizing the Renewal of an Open-End Contract with City Electric Supply, LLC to Provide Electrical Supplies 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. 18-01-281-36-231-211 for payment of the above resolution.

Requisition # 013522

Purchase Order # 12-9071

April 16, 2018

Record of Council Vote on Final Passage 5.9.18

<table>
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<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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<tbody>
<tr>
<td>Roley</td>
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<td>Prisco</td>
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<td>Bosiano</td>
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<td></td>
<td></td>
<td>Robinson</td>
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Indicates Vote

N.V. = Not Voting

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

Ralph E. Lavaro, Jr., President

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

City Clerk File No. Res. 17-417
Agenda No. 10-Z-20
Approved: MAY 10, 2017

RESOLUTION AUTHORIZING THE AWARD OF AN OPEN-END CONTRACT TO CITY ELECTRIC SUPPLY TO PROVIDE ELECTRICAL SUPPLIES AND MATERIALS FOR THE DEPARTMENT OF PUBLIC WORKS/SPECIAL DIVISION OF BUILDINGS & STREET MAINTENANCE.

COUNCIL
offered and moved adoption of the following Resolution:

WHEREAS, the City of Jersey City advertised for the receipt of bids on April 18, 2017 to provide Electrical Supplies and Materials for the Department of Public Works/Division of Buildings & Street Maintenance; and

WHEREAS, this contract was bid as a one-year (1) open-end contract, the minimum and maximum quantities for One Hundred Twelve (112) items as contained in the Bid Specifications and the unit cost prices are set forth in the bidder's proposal; and

WHEREAS, City Electric Supply submitted the low bid in the amount of $35,072.55; and

WHEREAS, the sum of Thirty Nine Thousand, Seventy Two ($39,772.55) Dollars and Fifty Five cents, will be budgeted for in the 2017 budget; and

WHEREAS, the Purchasing Agent certified that he considers the bid submitted by City Electric Supply to be fair and reasonable; and

WHEREAS, the sum of Five Thousand $5,000.00 is available in Operating Account No. 01-201-212-311;

NOW, THEREFORE, be it resolved by the Municipal Council of the City of Jersey City that:

1. The Mayor or Business Administrator is authorized to execute an agreement with City Electric Supply for the Department of Public Works/Division of Buildings & Street Maintenance;

2. This contract is awarded as a one-year (1) open-end contract. The City reserves the right to extend the contract for up to two (2) additional one year terms pursuant to specifications and bids thereon;

3. The minimum and maximum quantities for One Hundred Twelve (112) items are as contained in Bid Specifications and the unit cost prices are set forth in the bidder's proposal;

4. The Chief Financial Officer shall prepare and execute certificates of available funds as orders are made during the term of the contract;

5. Upon certification by an official or employee of the City authorized to attest that the contractor has complied with specifications in all respects, and the requirements of the contract met, then payment to the contractor shall be made in accordance with the provisions of the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et seq., and

(continued on Page 2)
RESOLUTION AUTHORIZING THE AWARD OF AN OPEN-END CONTRACT TO
CITY ELECTRIC SUPPLY TO PROVIDE ELECTRICAL SUPPLIES AND MATERIALS
FOR THE DEPARTMENT OF PUBLIC WORKS/DIVISION OF BUILDINGS & STREET
MAINTENANCE.

6. Pursuant to N.J.A.C. 5:30-5.5(e), the continuation of the contract after the expenditure of
funds encumbered in the 2017 Calendar Year temporary budget, shall be subject to the
availability and appropriation of sufficient funds in the 2017 Calendar Year permanent
budget.

( Dama Mauer), Chief Financial Officer, certify
that there are sufficient funds available for the payment of the above resolution in the Account
shown below:

Department of Public Works/Division of Park Maintenance

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<th>Acc #</th>
<th>P.O. #</th>
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<td>TOTAL CONTRACT</td>
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Approved by
Cecilia G. Rocca, Director of Purchasing

PS/for
4/27/17

APPROVED:

APPROVED AS TO LEGAL FORM

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 5.10.17

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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>
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<th>N.V.</th>
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<td>V</td>
<td></td>
<td>V</td>
<td>LAVARO, PRES</td>
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N.V.: Not Voting

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

Michael O. Lautaro, Jr., President of Council

Robert Byrne, City Clerk
March 26, 2019

Silendra "Danny" Baijnauth, CPWM
Principal Fiscal Analyst
City of Jersey City / Department of Public Works
13-15 Linden Avenue East, 3rd Floor
Jersey City, NJ 07305

Dear Danny:

Please accept this letter as confirmation to renew the existing contract with same terms and conditions.

Best regards,

Isabella Cirilli
EEO/AFFIRMATIVE ACTION REQUIREMENTS

Goods, Professional Services and General Service Contracts

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

Jeana F. Abuan
Spvg. Adm. Analyst, Public Agency Compliance Officer
Department of Administration
Office of Tax Abatement & Compliance
13-15 Linden Avenue East
Jersey City NJ 07305
Tel. #201-547-4538
E-mail Address: abuanJ@jcnj.org
EXHIBIT A
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

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

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

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

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

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

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

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

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

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

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

Letters 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
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): Isabella Civilli - Member
Representative's Signature: ____________________________
Name of Company: City Electric Supply
Tel. No.: 301-210-0015 
Date: 3/20/19
APPENDIX A
AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability

The contractor and the (hereafter “owner”) do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the “Act”) (42 U.S.C. 12111 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature, arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner’s grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

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

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

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

[Representative’s Name/Title Print]: Isabel Cirilli, Member
[Representative’s Signature]:
[Name of Company]: City Electric Supply Co.
[Tel. No.]: 201-216-0015
[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: City Electric Supply
Address: 619 Grand St, Jersey City, NJ 07304
Telephone No.: 201 216-0015
Contact Name: Isabella Cirilli

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: City Electric Supply
Address: 619 Grand St Jersey Cty 07304
Telephone No.: 201-216-0015
Contact Name: Isabel Hill

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

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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 CITY ELECTRIC SUPPLY 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 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: October 9 2018
Certificate Number: 72838-15

Expiration: October 8, 2021
This certificate acknowledges CITY ELECTRIC SUPPLY LLC as a Category 3 and 6 approved Small Business Enterprise that has met the criteria established by N.J.A.C. 17:13 and/or 17:14.

This registration will remain in effect for three years. Annually the business must submit, not more than 60 days prior to the anniversary of the registration notice, an annual verification statement in which it shall attest that there is no change in the ownership, revenue eligibility or control of that business.

If the business fails to submit the annual verification statement by the anniversary date, the SBE registration will lapse and the business SBE status will be revoked in the New Jersey Selective Assistance Vendor Information (NJSAVI) database that lists registered small businesses. If the business seeks to be registered again, it will have to reapply and complete the New SBE online registration located at: www.njportal.com/DOR/SBERegistry/.

Issued: 6/8/2016
Certification Number: A0045-03
Expiration: 6/8/2019

Peter Lowicki
Deputy Director
## STATE OF NEW JERSEY
### BUSINESS REGISTRATION CERTIFICATE

<table>
<thead>
<tr>
<th>Taxpayer Name:</th>
<th>CITY ELECTRIC SUPPLY LLC</th>
</tr>
</thead>
<tbody>
<tr>
<td>Trade Name:</td>
<td></td>
</tr>
<tr>
<td>Address:</td>
<td>619 GRAND ST.</td>
</tr>
<tr>
<td></td>
<td>JERSEY CITY, NJ 07304</td>
</tr>
<tr>
<td>Certificate Number:</td>
<td>1106451</td>
</tr>
<tr>
<td>Effective Date:</td>
<td>November 15, 2004</td>
</tr>
<tr>
<td>Date of Issuance:</td>
<td>March 22, 2019</td>
</tr>
</tbody>
</table>

For Office Use Only:

20190322141136363
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 City Electric Supply LLC (name of business entity) has not made any reportable contributions in the **one-year period preceding (date City Council awarded 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, City Electric Supply LLC (name of business entity) will not make any reportable contributions in violation of Ordinance 08-128.

PART II - Signature and Attestation:

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

Name of Business Entity: City Electric Supply LLC

Signed: Isabella Cali Title: Member

Print Name: Isabella Cali Date: ____________________________

Subscribed and sworn before me this 9th day of March, 2019.

My Commission expires: May 9, 2019

(Corporate Seal)

**Pursuant to Section 2 of Ordinance 08-128, no contributions or solicitation of contributions made prior to the effective date Ordinance 08-128 (September 23, 2008) shall be deemed to be a violation of the Ordinance.
BUSINESS ENTITY DISCLOSURE CERTIFICATION
FOR NON-FAIR AND OPEN CONTRACTS
Required Pursuant To N.J.S.A. 19:44A-20.8
CITY OF JERSEY CITY

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

<table>
<thead>
<tr>
<th>Name</th>
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<tbody>
<tr>
<td>Steven Fulop 2021</td>
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<td>Lavarto for Councilman</td>
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<tr>
<td>Friends of Joyce Wattman</td>
</tr>
<tr>
<td>Friends of Daniel Rivera</td>
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<tr>
<td>Ridley for Council</td>
</tr>
<tr>
<td>Mira Prinz-Arey for Council</td>
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<tr>
<td>Friends of Richard Boggiano</td>
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<tr>
<td>Michael Yun for Council</td>
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<tr>
<td>Solomon for Council 2021</td>
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<tr>
<td>Friends of Jermaine Robinson</td>
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</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>Cecilia De Felice</td>
<td>311 Colorado Blvd //BED BRIDGE NJ 08857</td>
</tr>
<tr>
<td>Catherine Belgio,</td>
<td>75 E Toseph ST //MORRISTOWN NJ 07960</td>
</tr>
<tr>
<td>Isabella De Felice</td>
<td>39 Beach ST //LITTLE FERRY, NY 07643</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: CITY ELECTRIC SUPPLY
Signature of Affiant: [Signature]
Printed Name of Affiant: Isabella De Felice
Date:

Subscribed and sworn before me this 24th day of March 2019
(Witnessed or attested by)
My Commission expires:
May 9, 2019
(Seal)
C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM
Required Pursuant To N.J.S.A. 19:44A-20.26

This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.

Part I – Vendor Information

Vendor Name: ____________________________
Address: ________________________________
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 ____________________________ 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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☐ 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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<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)
RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO GARDEN STATE BUILDING SUPPLY CORPORATION FOR THE PURCHASE AND DELIVERY OF HARDWARE SUPPLIES FOR THE OFFICE OF EMERGENCY MANAGEMENT AND HOMELAND SECURITY FUNDED THROUGH FY-16 URBAN AREA SECURITY INITIATIVE GRANT (UASI)

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, in conformity with N.J.S.A. 40A:11-6.1(a), the City of Jersey City ("City") solicited three quotes for the hardware supplies; and

WHEREAS, Garden State Building Supply Corporation, 2420 Urbanowitz Avenue, Linden, New Jersey 07036 submitted a quote in the amount of twenty five thousand, four hundred seventy three dollars and ninety nine cents ($25,473.99); and

WHEREAS, the Purchasing Director believes the proposal of Garden State Building Supply Corporation attached hereto, to be most advantageous, price and other factors considered; and

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

WHEREAS, the Director of the 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>02-213-40-672-314</td>
<td>133442</td>
<td>$25,473.99</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 Garden State Building Supply Corporation in the amount of $25,473.99 for the purchase and delivery of hardware supplies 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 GARDEN STATE BUILDING SUPPLY CORPORATION FOR THE PURCHASE AND DELIVERY OF HARDWARE SUPPLIES FOR THE OFFICE OF EMERGENCY MANAGEMENT AND HOMELAND SECURITY FUNDED THROUGH FY-16 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.

Account 02-213-40-672-314
PO # 133442
Total Contract $25,473.99

Approved by: Peter Tolgado, Director of Purchasing, QPA, WPPO
Date 4/29/19

APPROVED: Business Administrator
APPROVED AS TO LEGAL FORM: Corporation Counsel

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 5.8.19

<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>
<td>RIDLEY</td>
<td>✓</td>
<td></td>
<td></td>
<td>PRINZ-AREY</td>
<td>✓</td>
<td></td>
<td></td>
<td>BOGGIANO</td>
<td>✓</td>
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<tr>
<td>YUN</td>
<td></td>
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<td>SOLOMON</td>
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<td>ROBINSON</td>
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<td>✓</td>
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<tr>
<td>RESENTE</td>
<td></td>
<td></td>
<td>✓</td>
<td>WATTERMAN</td>
<td></td>
<td></td>
<td></td>
<td>LAVARRO, PRES</td>
<td></td>
<td></td>
<td>✓</td>
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</table>

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

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

Rolando P. Lavano, Jr., President of Council
Robert Byrne, City Clerk
I, W. Greg Kierce, of full age, hereby certify the following:

1. I am the Director of the Office of Emergency Management and Homeland Security.

2. The City requires hardware supplies for the active shooter facility.

3. The City informally solicited quotations for hardware supplies.

4. The administration's recommendation is to award a contract to Garden State Building Supply Corporation.

5. The cost of the Contract exceeds $17,500.00.

6. This certification is made pursuant to N.J.S.A. 19:44A-20.5.

7. I certify that the foregoing statements are true. I am aware that if any of the following statements made by me are willfully false, I am subject to legal action to the fullest extent of the law.

4/24/19

W. Greg Kierce, Director
OEM/Homeland Security
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 GARDEN STATE BUILDING SUPPLY CORPORATION FOR THE PURCHASE AND DELIVERY OF HARDWARE SUPPLIES FOR THE OFFICE OF EMERGENCY MANAGEMENT AND HOMELAND SECURITY FUNDED THROUGH FY-16 URBAN AREA SECURITY INITIATIVE GRANT (UASI) |

Project Manager

<table>
<thead>
<tr>
<th>Department/Division</th>
<th>PUBLIC SAFETY</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name/Title</td>
<td>W. GREG KIERCE</td>
</tr>
<tr>
<td>Phone/email</td>
<td>201.547.5681</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 Jersey City Police Department has undertaken an Active Shooter training program for members of the JCPD and other regional law enforcement agencies. The Executive Board of the Jersey City/Newark Urban Area Security initiative (UASI) have recognized the efforts of the JCPD training unit and supports this project by awarding additional funds ($31,000) from the FY-16 UASI grant to support the purchase of equipment/supplies to enhance the capabilities of this training project.

Cost (Identify all sources and amounts)  

| Total Cost $25,473.99 |
| Acct Number # 02-213-40-672-314 (FY-16 UASI GRANT) |

Contract Term (Include all proposed renewals)

| One time purchase |

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 Director  
[Signatures]  
4/24/19  
4/29/19  
Date  
Date  
Peter Folgado, CPA  
RPPO
On-Line Business Registration Certificate Service

To verify the registration status of your business and obtain a Business Registration Certificate, enter the Name Control and one of the following: Taxpayer Identification Number; or Business Entity Identification Number. We will verify whether your business is registered and if so, generate an online, printable Business Registration Certificate.

If you wish to validate a previously issued Business Registration Certificate, enter the Name Control and Certificate Number for the BRC. We will indicate whether the Business Registration Certificate is valid.

If you are a registered unincorporated contractor and need proof of registration with the Division of Revenue, you will need to obtain a Business Registration Certificate.

We're sorry, but the registration status of this business cannot be determined at this time.

For assistance, call 609-292-9292.

<table>
<thead>
<tr>
<th>Name Control: (required*)</th>
<th>ALLI</th>
</tr>
</thead>
<tbody>
<tr>
<td>Enter the first four characters of your business name or trade name. If the business name is less than 4 characters, finish the field with hyphens (-). Do NOT enter spaces, slashes or any other special characters except an ampersand (&amp;) or the hyphen (-).</td>
<td></td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Taxpayer ID (Federal Employer ID Number):</th>
<th></th>
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</thead>
<tbody>
<tr>
<td>Your Taxpayer Identification (FEIN) must be twelve digits long. Enter the first nine digits followed by three zeroes (000), or if you have a three digit suffix, enter the suffix after the first nine digits. Do NOT enter spaces, dashes or slashes.</td>
<td></td>
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<table>
<thead>
<tr>
<th>Business Entity ID:</th>
<th></th>
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<tbody>
<tr>
<td>This is the ten-digit ID assigned to all corporations, LLC's and limited partnerships. Enter all ten digits, including leading zeros. Do NOT enter spaces, dashes or slashes. If your business is a General Partnership or Proprietorship, this search field is not applicable.</td>
<td></td>
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<thead>
<tr>
<th>Certificate Number:</th>
<th>0063417</th>
</tr>
</thead>
<tbody>
<tr>
<td>This number, sometimes called the &quot;Sequence Number&quot;, is the unique ID assigned to each business registration certificate. It may prove useful for authenticating a previously issued business registration certificate. The Certificate Number must be seven digits long. Do NOT enter spaces, dashes or slashes. This option will only validate a previously issued Business Registration Certificate, it will not generate a new certificate.</td>
<td></td>
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Submit  Reset
<table>
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<tr>
<th>LN#</th>
<th>QUANTITY</th>
<th>UNIT</th>
<th>SKU</th>
<th>DESCRIPTION</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>84</td>
<td>EA</td>
<td>?W</td>
<td>2/8X6/8X1-3/8&quot; HC BIRCH PREHUNG ON 4-5/8&quot; PRIMED JAMB BRASS HINGES LEFT HAND</td>
</tr>
<tr>
<td>2</td>
<td>25</td>
<td>EA</td>
<td>?W</td>
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**ESTIMATE: 263176**

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**ESTIMATE: 263176**

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**TOTAL AMOUNT**

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This bid does not include fuel surcharges, which may be added to the cost of materials listed above. These charges originate with our vendor's carriers and are based upon the national average diesel fuel price as reported by the Department of Energy. The DOE reviews these costs and resulting fuel surcharges on a weekly basis.

Launched
F11-16

Subtotal: 24,800.00
Tax: 0.00
Bid Total: 24,800.00
### STATE OF NEW JERSEY
### BUSINESS REGISTRATION CERTIFICATE

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**For Office Use Only:**
20190422161011353
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. 17:27-4.1 et seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of 15 DEC 2023 - 14 DEC 2023

GARDEN STATE BUILDING
2420 URBNOWITZ AVE.
LINDEN, NJ 07036

FORD M. SCUDDER
State Treasurer
EXHIBIT A (Continuation)

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

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

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

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

- Letter of Federal Affirmative Action Plan Approval
- Certificate of Employee Information Report
- Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division’s website at www.state.nj.us/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
NJ.S.A. 18:5-31 and N.J.A.C. 17:27
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
Goods, Professional Services and General Service Contracts
(Mandatory Affirmative Action Language)

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

understands that their contract/company’s bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of NJ.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.: 908-166-900

Date: 12/06/18

GARDEN STATE BUILDING SUPPLY
APPENDIX A
AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability

The contractor and the ___________________________ (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 12111 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 on account of any act or omission of the contractor, its agents, servants, and employees, or any act or omission of any subcontractor, its agents, servants, and employees. 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 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 by any of its agents, servants, and employees, the owner shall expediently forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

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

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

[Signature]

Representative's Name/Title/Print: John Doe, Jr., President
Name of Company: Garden State Building Supply
Ref. No.: 901-466-7137
Dates: 12/1/87/18
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: Garden State Building Supply
Address: 2420 Jefferson Ave, Jersey City, NJ 07036
Telephone No.: 908-486-8100
Contact Name: John Reggiardo

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: Garden State Building Supply
Address: 4420 Keyworth Ave, Linden, NJ, 07036
Telephone No.: 908-486-9110
Contact Name: John Luggo

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 Garden State Building Supply (name of business entity) has not made any reportable contributions in the **one-year period preceding (date City Council awards contract) 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 Garden State Building Supply (name of business entity) will not make any reportable contributions in violation of Ordinance 08-128.

PART II - Signature and Attestation:

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

Name of Business Entity: Garden State Building Supply

Signed: [Signature]

Print Name: John Riggs

Title: V. President

Date: 12/28/13

Subscribed and sworn before me this 13 day of December, 2013.

My Commission expires:

[Signature] (Anotar)

(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-FAR AND OPEN CONTRACTS
Required Pursuant To N.J.S.A. 19:44A-20.8
CITY OF JERSEY CITY

GARDEN STATE BUILDING SUPPLY

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

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<th>Mike Prior-Arce for Council</th>
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<td>Michael Yum for Council</td>
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<td>Friends of Daniel Rivera</td>
<td>Solomon for Council</td>
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<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>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Part 3 - Signature and Attestation:
The undersigned is fully aware that if I have misrepresented in whole or part this affidavit and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: Garden State Building Supply
Signature of Affiant: [Signature]
Printed Name of Affiant: [Printed Name]
Date: 12/18/18

Subscribed and sworn before me this 12th day of December 2018.

My Commission expires: YESENIA VALLE
NOTARY PUBLIC
STATE OF NEW JERSEY
MY COMMISSION EXPIRES JULY 27, 2021

(Witnessed or attested by)
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.

<table>
<thead>
<tr>
<th>Part I - Vendor Information</th>
</tr>
</thead>
<tbody>
<tr>
<td>Vendor Name:</td>
</tr>
<tr>
<td>Address:</td>
</tr>
<tr>
<td>City:</td>
</tr>
</tbody>
</table>

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

Signature: John Ruggiero  Title: Vice President

Part II - Contribution Disclosure

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

- [ ] Check here if disclosure is provided in electronic form.

<table>
<thead>
<tr>
<th>Contributor Name</th>
<th>Recipient Name</th>
<th>Date</th>
<th>Dollar Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
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</tr>
</tbody>
</table>

- [ ] Check here if the information is continued on subsequent page(s)

GARDEN STATE BUILDING SUPPLY
Resolution of the City of Jersey City, N.J.

RESOLUTION AUTHORIZING AN AWARD OF A CONTRACT TO THERMO EBERLINE LLC/THERMO FISHER SCIENTIFIC FOR THE PURCHASE AND DELIVERY OF RADIATION DETECTION BACKPACKS THROUGH THE HOUSTON-GALVESTON AREA COUNCIL COOPERATIVE PURCHASING PROGRAM FOR THE DEPARTMENT OF PUBLIC SAFETY, DIVISION OF FIRE

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

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

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

WHEREAS, the Houston-Galveston Area Council Cooperative Purchasing is a lead agency under a Cooperative Pricing Agreement approved by the Division of Local Government Services; and

WHEREAS, Resolution 13.769 approved on November 13, 2013 authorized the City of Jersey City (City) to enter into a Cooperative Agreement with the Houston-Galveston Area Council Cooperative Purchasing Program; and

WHEREAS, radiation detection backpacks are needed by the Department of Public Safety, Division of Fire; and

WHEREAS, the Houston-Galveston Area Council Cooperative Purchasing awarded HGAC-Buy contract, EP11-17 to Thermo Eberline LLC/Thermo Fisher Scientific, 27 forge Parkway, Franklin, Massachusetts 02038, for a radiation detection backpacks that the City desires to purchase; and

WHEREAS, the total amount of the contract is $40,199.66; and

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

WHEREAS, these funds are available for this expenditure in accordance with the requirements of the Local Budget Law, N.J.S.A. 40A:4-1 et seq.;

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

1. A contract in the amount of $40,199.66 is awarded to Thermo Eberline LLC/Thermo Fisher Scientific for the purchase and delivery of radiation detection backpacks;

2. This contract is awarded pursuant to N.J.S.A. 52:34-6.2;

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

(Continued on page 2)
RESOLUTION AUTHORIZING AN AWARD OF A CONTRACT TO THERMO EBERLINE LLC/THERMO FISHER SCIENTIFIC FOR THE PURCHASE AND DELIVERY OF RADIATION DETECTION BACKPACKS THROUGH THE HOUSTON-GALVESTON AREA COUNCIL COOPERATIVE PURCHASING PROGRAM FOR THE DEPARTMENT OF PUBLIC SAFETY, DIVISION OF FIRE

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.

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>Amount</th>
<th>Total</th>
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<tbody>
<tr>
<td>17-289-56-000-002</td>
<td>439457-1</td>
<td>$9,269.93</td>
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<tr>
<td>02-213-40-707-210</td>
<td>439456-8</td>
<td>$30,992.73</td>
<td>$40,199.66</td>
</tr>
</tbody>
</table>

Approved:

Peter Folgado, Director of Purchasing, CPA/RPPO

PF/pv/JMK
4/22/19

APPROVED:

Roland R. Lavarrro, Jr., President of Council

Robert Byrne, City Clerk
I, Chief Steven McGill, of full age, hereby certify the following:

1. I am the Chief for the Fire Division.
2. The City requires radiation detection backpacks.
3. The City informally solicited quotations for radiation detection backpacks.
4. The administration's recommendation is to award a contract to Thermo Eberline LLC/Thermo Fisher Scientific.
5. The cost of the Contract exceeds $17,500.00.
6. This certification is made pursuant to N.J.S.A. 19:44A-20.5.
7. I certify that the foregoing statements are true. I am aware that if any of the following statements made by me are willfully false, I am subject to legal action to the fullest extent of the law.

Date: 4/8/19

Steven McGill, Chief
Public Safety/Fire Division
**Resolutions 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 THERMO EBERLENE LLC/THERMO FISHER SCIENTIFIC FOR THE PURCHASE AND DELIVERY OF RADIATION DETECTION BACKPACKS THROUGH THE HOUSTON-GALVESTON AREA COUNCIL COOPERATIVE PURCHASING PROGRAM 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</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 effectively address the problems of orphaned sources, radiation contamination, and sources for malicious intent.

**Cost (identify all sources and amounts)**

| Total Cost | $40,199.66 | Acct #02-213-40-707-210 and 17-289-56-000-002 (Grant and Trust Accounts) |

**Contract term (include all proposed renewals)**

- One time purchase

**Type of award**

- HGAC COOPERATIVE

**Additional Information**

I certify that all the facts presented herein are accurate.

Signature of Department Director: 

Date: 

Peter Folgado, QPA, RPPO

Date:
RESOLUTION AUTHORIZING MEMBER PARTICIPATION IN THE HOUSTON-GALVESTON AREA COUNCIL COOPERATIVE PURCHASING SYSTEM

COUNCIL

ADOPTION OF THE FOLLOWING RESOLUTION:

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

WHEREAS, the Houston Galveston Area Council (HGAC) is a nationally-recognized and accepted cooperative purchasing agreement that was developed utilizing a competitive bidding process; and

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

WHEREAS, the City desires to join the HGAC Cooperative Purchasing System to purchase goods and/or services, to make the procurement process more efficient and to provide cost-savings to the City; and

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

1. The Mayor or Business Administrator is authorized to execute the agreement attached hereto to participate in the HGAC-Buy Cooperative Purchasing System.

2. The City of Jersey City shall ensure that the goods and/or services procured through the system comply with all applicable laws of the State of New Jersey, Local Public Contracts Law N.J.S.A. 40A:11-1 et seq. and all other provision of the revised statutes of the State of New Jersey.

APPROVED:

[Signatures]

APPROVED AS TO LEGAL FORM

[Signatures]

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>GAJEWKO</td>
<td>✓</td>
<td></td>
<td></td>
<td>RAMCHAL</td>
<td>✓</td>
<td></td>
<td></td>
<td>YUN</td>
<td>✓</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Boggiano</td>
<td>✓</td>
<td></td>
<td></td>
<td>Osborne</td>
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<td></td>
<td></td>
<td>Rivera</td>
<td>✓</td>
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<td></td>
<td></td>
<td></td>
<td></td>
<td>Coleman</td>
<td></td>
<td></td>
<td></td>
<td>Watterman</td>
<td>✓</td>
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<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.

[Signatures]

Rafael R. Lavarro, Jr., President of Council

[Signatures]

Robert Byrne, City Clerk
The new Thermo Scientific™ FHT 1377 GN-2 PackEye is for the rapid, high sensitive detection and location of gamma and neutron radioactive sources with He-3 free neutron detector technology.

- Natural Background Rejection (NBR) indicates artificial sources - no false alarm from NORM and natural background changes
- Green flashing LED = Natural radiation (even at increased level)
  Red LED = Artificial radiation
- Non He-3 technology with high neutron detection sensitivity superior to He-3 Packeye neutron detection sensitivity
- User friendly via LED status and level indication and optional PDA with GPS function
- Very lightweight at 7.5 kg (FHT 1377 GN-2, gamma/neutron), 5 kg (FHT 1377 G, gamma only)
- Low power consumption provides 30 hours of operation time from a full charge.

The Thermo Scientific™ FHT 1377 GN-2 PackEye provides survey teams with a tool for effectively addressing the problems of orphaned sources, radiation contamination, and sources for malicious intent.

By virtue of the proprietary NBR-technology (Natural Background Rejection) extremely low contributions of artificial gamma radiation are quickly detected, even with larger fluctuations of the natural gamma background radiation.

The NBR measurement method has been developed by Thermo Fisher Scientific for extremely fast discrimination between natural and artificial gamma radiation. Worldwide, more than 10,000 devices based on this technology are in use.

Unlike conventional spectroscopic based gamma identification systems, the systems using NBR do not require the presence and resolution of gamma spectral peaks, and unlike Sodium iodide detectors, NBR detectors are stable at varying temperatures and for many years of real field use, with no regular reoptimization or stabilization with sources required.

Because of this flexibility, NBR can also definitively distinguish artificial high energy beta sources and heavily shielded gamma ray sources from fluctuating natural background sources.

Thus alarm levels in the order of 1 μR/h are achieved for SWA or heavily shielded industrial sources in outdoor environment. Such sources may be used in Radiation Dispersal Devices (RDD's) known as "dirty bombs".

Artificial gamma radiation sources are identified in seconds by operators with basic training levels. Presence of artificial gamma radiation is simply indicated by a red flashing light and an audible alarm.
This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both the PO and the Worksheet MUST be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.

**Buying Agency:** JERSEY CITY FIRE  
**Contractor:** FISHER SCIENTIFIC CO., LLC  
**Prepared By:** Christine Shipley  
**Phone:** 724-517-2294  
**Fax:** 724-517-1547  
**Email:** christine.shipley@thermofisher.com

**Catalog / Price Sheet Name:** IPACKEY

**General Description of Product:** Packeye Radiation Detection Backpack

### A. Catalog / Price Sheet Items being purchased - Itemize Below - Attach Additional Sheet If Necessary

<table>
<thead>
<tr>
<th>Quan</th>
<th>Description</th>
<th>Unit Pr</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Packeye GN2 (FHT 1377)</td>
<td>$31,591.67</td>
<td>31591.67</td>
</tr>
<tr>
<td>1</td>
<td>Premium FDA Based Data Logger</td>
<td>4,410.56</td>
<td>4410.56</td>
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<tr>
<td>1</td>
<td>Case for Packeye</td>
<td>2757.78</td>
<td>2757.78</td>
</tr>
<tr>
<td>12</td>
<td>Packeye DS-1 Additional Warranty</td>
<td>99.5</td>
<td>1194</td>
</tr>
<tr>
<td>1</td>
<td>Genport-DS5 Calibration Warranty</td>
<td>245.65</td>
<td>245.65</td>
</tr>
</tbody>
</table>

**Total From Other Sheets, If Any:**

Subtotal A: $40199.66

### B. Unpublished Options, Accessory or Service items - Itemize Below - Attach Additional Sheet If Necessary

(Note: Unpublished Items are any which were not submitted and priced in contractor's bid.)

<table>
<thead>
<tr>
<th>Quan</th>
<th>Description</th>
<th>Unit Pr</th>
<th>Total</th>
</tr>
</thead>
</table>

Total From Other Sheets, If Any:

Subtotal B: 0

Check: Total cost of Unpublished Options (B) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B).

For this transaction the percentage is: 0%

### C. Trade-Ins / Special Discounts / Other Allowances / Freight / Installation / Miscellaneous Charges

**Freight Charge**

Additional quantity discounts applied.

Subtotal C: 0

### D. Total Purchase Price (A+B+C):

$40199.66
Alarms

In addition to the detection of artificial gamma radiation a signal based on count rate gamma alarm is active as well. Within a preset count rate range this alarm level is constantly and automatically updated according to the present background level. Once an alarm has been triggered, the location of the source can be traced using the Acoustic Search mode and/or LED bar indication. For stealth operation or in a noisy environment a standard earphone can be used. Optionally data display, alarm indication and data storage can be performed with the help of a PDA with Bluetooth™ communication.

Neutron detection

The detection of neutron sources is performed with the help of 2 ea. Li-6 scintillation detectors with an own proprietary measurement technique, allowing minimal crosstalk and the setting of a very low net alarm threshold level. The PackEye FHT 1377 GN-2 exceeds the neutron detection sensitivity of the well accepted and widely distributed predecessor FHT 1377 comprising 2 ea. He-3 counter tubes (2.5 bar, 2° dia., active length 14°). A neutron source with an activity of 20,000 n/s can typically be detected in a distance of 3 m (10 ft).

Remote Monitoring with optional PDA

The optional PDA (4255059) allows remote monitoring, so that the PackEye can be sealed in a watertight rugged case (4255085) and used as a portal monitor or a tripod stand (4255086), on a boat or as a vehicle mounted mobile detection system. The PDA offers additional information like the short-term history / filter mode to enable the most effective searches. The PDA also displays live accurate gamma dose rates and neutron count rates that can be stored together with GPS data.

### Technical Specifications of the Thermo Scientific FHT 1377 GN-2 PackEye

<table>
<thead>
<tr>
<th>Order Number</th>
<th>FHT 1377 GN-2</th>
<th>FHT 1377 G</th>
</tr>
</thead>
<tbody>
<tr>
<td>Gamma detector</td>
<td>NBR-detector FHT 672 E (advanced version) with preamplifier and controller type 561</td>
<td>NBR-detector FHT 672 E (advanced version) with preamplifier and controller type 561</td>
</tr>
<tr>
<td>Gamma energy range / sensitivity</td>
<td>20 keV to 3 MeV / &gt; 30 cps / i. Pulse th. (3000 cps / µSfr) at 52 keV</td>
<td>20 keV to 3 MeV / &gt; 30 cps / i. Pulse th. (3000 cps / µSfr) at 52 keV</td>
</tr>
<tr>
<td>Artificial gamma alarm</td>
<td>Typically better than 20% of natural background</td>
<td>Typically better than 20% of natural background</td>
</tr>
<tr>
<td>Neutron detectors</td>
<td>2 ea. Li-6 doped flat scintillation detectors ea. 22 x 23 x 2.3 cm</td>
<td>2 ea. Li-6 doped flat scintillation detectors ea. 22 x 23 x 2.3 cm</td>
</tr>
<tr>
<td>Neutron efficiency (Si-28)</td>
<td>40 cps per n / cm²</td>
<td>40 cps per n / cm²</td>
</tr>
<tr>
<td>User interface</td>
<td>LED based indicator unit at the belt, Optional PDA with Thermo PackEye software and GPS function</td>
<td>LED based indicator unit at the belt, Optional PDA with Thermo PackEye software and GPS function</td>
</tr>
<tr>
<td>Signal update</td>
<td>100 ms</td>
<td>100 ms</td>
</tr>
<tr>
<td>Power supply</td>
<td>Rechargeable NIMH - power pack (7.2 V)</td>
<td>Rechargeable NIMH - power pack (7.2 V)</td>
</tr>
<tr>
<td>Operation time</td>
<td>approx. 30 h</td>
<td>approx. 60 - 70 h</td>
</tr>
<tr>
<td>Weight</td>
<td>approx. 7.5 kg</td>
<td>approx. 7.5 kg</td>
</tr>
<tr>
<td>Accessory aluminum case</td>
<td>1 ea., user manual, 1 ea. USB connection cable with driver software, 1 ea. RS 232 serial connection cable, 1 ea., rain cover for backpack, 1 ea., earphone, 2 ea., rechargeable battery packs (one in exchange), 1 ea., charger for 120 / 240 V AC and 12 V DC, 1 ea., package of black bands to secure the cables and belts of the backpack</td>
<td>1 ea., user manual, 1 ea. USB connection cable with driver software, 1 ea. RS 232 serial connection cable, 1 ea., rain cover for backpack, 1 ea., earphone, 2 ea., rechargeable battery packs (one in exchange), 1 ea., charger for 120 / 240 V AC and 12 V DC, 1 ea., package of black bands to secure the cables and belts of the backpack</td>
</tr>
</tbody>
</table>

USA, Canada, Mexico, Central & South America

271 Angel Parkway
Ft. Lauderdale, FL 33312 USA
+1 (954) 924-4325 US toll-free
+1 (954) 924-4326 US local
customerservice.us@thermofisher.com

China

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No.28 Yalong E. Street, Haidian, 100071 Beijing
info.cn@thermo.com

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Noida, Uttar Pradesh, India
info.india@thermo.com

United Kingdom

Wode Road, Basingstoke
Hampshire RG21 8PW United Kingdom
info.uk@thermo.com

Thermo Fisher Scientific

A Thermo Fisher Scientific Brand

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## Attachment A

### Fisher Scientific Company LLC

Emergency Preparedness & Safety Equipment

**Contract No.: EP11-17**

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Catalog Description</th>
<th>Percentage Discount off Retail/List Price</th>
</tr>
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<tbody>
<tr>
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<td>2017 RETAIL PRICE LIST / 511 TACTICAL INC ** ALL PRODUCTS **</td>
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<tr>
<td>VM00139985</td>
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<td>VM00057688</td>
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<td>VM0016531</td>
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<td>VM0010553</td>
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<td>VM001214</td>
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<td>VM0014167</td>
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<td>VM0083297</td>
<td>Fisher Scientific June 1, 2017 online catalog / AMERICAN INNOVEX INC. ** ALL PRODUCTS **</td>
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<td>VM0003430</td>
<td>Fisher Scientific June 1, 2017 online catalog / AMERICAN LOCK COMPANY ** ALL PRODUCTS **</td>
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<td>VM0002312</td>
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<td>VM0003308</td>
<td>Fisher Scientific June 1, 2017 online catalog / ARROW TECH INC ** ALL PRODUCTS **</td>
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<td>Fisher Scientific June 1, 2017 online catalog / BACHARACH INC ** ALL PRODUCTS **</td>
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<td>VM0083779</td>
<td>Fisher Scientific June 1, 2017 online catalog / BATTERY BANK ** ALL PRODUCTS **</td>
<td>15%</td>
</tr>
<tr>
<td>VM0012240</td>
<td>Fisher Scientific June 1, 2017 online catalog / BEST MANUFACTURING GROUP LLC ** ALL PRODUCTS **</td>
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</tr>
<tr>
<td>VM0001165</td>
<td>Fisher Scientific June 1, 2017 online catalog / BEST MANUFACTURING INC 'N-DEX GLOVES'</td>
<td>40%</td>
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<tr>
<td>VM0001165</td>
<td>Fisher Scientific June 1, 2017 online catalog / BEST MANUFACTURING INC ** ALL OTHER PRODUCTS **</td>
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<tr>
<td>VN00032300</td>
<td>Fisher Scientific June 1, 2017 online catalog / SQWINCHER CORPORATION ** ALL PRODUCTS **</td>
<td>14%</td>
</tr>
<tr>
<td>VN00032754</td>
<td>Fisher Scientific June 1, 2017 online catalog / STANDARD FUSEE CORPORATION ** ALL PRODUCTS **</td>
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</tr>
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<td>VN00032854</td>
<td>Fisher Scientific June 1, 2017 online catalog / STANLEY HYDRAULIC TOOLS ** ALL PRODUCTS **</td>
<td>7%</td>
</tr>
<tr>
<td>VN00032955</td>
<td>Fisher Scientific June 1, 2017 online catalog / STEEL GRIP INC ** ALL PRODUCTS **</td>
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</tr>
<tr>
<td>VN00033270</td>
<td>Fisher Scientific June 1, 2017 online catalog / STOCKHAUSEN INC ** ALL PRODUCTS **</td>
<td>22%</td>
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<tr>
<td>VN00033642</td>
<td>Fisher Scientific June 1, 2017 online catalog / STREAMLIGHT INC ** ALL PRODUCTS **</td>
<td>20%</td>
</tr>
<tr>
<td>VN00037923</td>
<td>Fisher Scientific June 1, 2017 online catalog / SUPERIOR UNIFORM GROUP INC ** ALL PRODUCTS **</td>
<td>10%</td>
</tr>
<tr>
<td>VN00044009</td>
<td>Fisher Scientific June 1, 2017 online catalog / SUPERNOVA ** ALL PRODUCTS **</td>
<td>10%</td>
</tr>
<tr>
<td>VN00156265</td>
<td>Fisher Scientific June 1, 2017 online catalog / TACTICAL ELECTRONICS ** ALL PRODUCTS **</td>
<td>5%</td>
</tr>
<tr>
<td>VN00032525</td>
<td>Fisher Scientific June 1, 2017 online catalog / TASK FORCE TIPS INC ** ALL PRODUCTS **</td>
<td>8%</td>
</tr>
<tr>
<td>VN00032648</td>
<td>Fisher Scientific June 1, 2017 online catalog / TEAM EQUIPMENT INC ** ALL PRODUCTS **</td>
<td>8%</td>
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<tr>
<td>VN00083657</td>
<td>Fisher Scientific June 1, 2017 online catalog / TELE LITE INC ** ALL PRODUCTS **</td>
<td>5%</td>
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<tr>
<td>VN00084028</td>
<td>Fisher Scientific June 1, 2017 online catalog / TEMPEST TECHNOLOGY CORPORATION INC ** ALL PRODUCTS **</td>
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</tr>
<tr>
<td>VN00071322</td>
<td>Fisher Scientific June 1, 4 online catalog / TEMPSHIELD INC ** ALL PRODUCTS **</td>
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<td>VN00054529</td>
<td>Fisher Scientific June 1, 2017 online catalog / TENNESSEE MAT COMPANY INC ** ALL PRODUCTS **</td>
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<tr>
<td>VN00165069</td>
<td>Thermo Scientific Retail Price List June 1, 2017 / THERMO FISHER SCIENTIFIC(R) FIRSTDEFENDER/TRUEDEFENDER/GEHIN/GUNARCE</td>
<td>2%</td>
</tr>
<tr>
<td>VN00098862</td>
<td>Fisher Scientific June 1, 2017 online catalog/THERMO FISHER SCIENTIFIC AIR QUALITY ** ALL PRODUCTS **</td>
<td>2%</td>
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<td>VN00089862</td>
<td>Fisher Scientific 2017 RETAIL PRICE LIST / THERMOFISHER ERPM</td>
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<td>VN00072607</td>
<td>Fisher Scientific 2017 Retail Service Pricing/ Fisher Scientific SERVICE DIVISION ** ALL PRODUCTS **</td>
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<tr>
<td>VN0007217</td>
<td>Fisher Scientific June 1, 2017 online catalog / THREE M COMPANY HEALTH CARE DIV.</td>
<td>18%</td>
</tr>
<tr>
<td>VN0007217</td>
<td>Fisher Scientific June 1, 2017 online catalog / THREE M COMPANY HEARING PROTECTION</td>
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<td>VN0007217</td>
<td>Fisher Scientific June 1, 2017 online catalog / THREE M COMPANY RESPIRATORY PRODUCTS</td>
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<td>VN0007217</td>
<td>Fisher Scientific June 1, 2017 online catalog / THREE M COMPANY SPILL CONTROL</td>
<td>35%</td>
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<tr>
<td>VN0007217</td>
<td>Fisher Scientific June 1, 2017 online catalog / THREE M COMPANY ** ALL OTHER PRODUCTS **</td>
<td>25%</td>
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<tr>
<td>VN00072614</td>
<td>Fisher Scientific June 1, 2017 online catalog / TIAN'S INTERNATIONAL INC ** ALL PRODUCTS **</td>
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<tr>
<td>VN00032334</td>
<td>2017 RETAIL PRICE LIST / TINGLEY RUBBER CO ** ALL PRODUCTS **</td>
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<tr>
<td>VN00035594</td>
<td>Fisher Scientific June 1, 2017 online catalog / TOPPS MANUFACTURING COMPANY ** ALL PRODUCTS **</td>
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<tr>
<td>VN00061647</td>
<td>2017 RETAIL PRICE LIST / HONEYWELL FIRST RESPONDER PRODUCTS BOOTS, HELMETS, GLOVES, SUSPENDERS</td>
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<tr>
<td>VN0003676</td>
<td>2017 RETAIL PRICE LIST / TRELLEBORG VIKING HAZMAT SUITS</td>
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<tr>
<td>VN0003467</td>
<td>2017 RETAIL PRICE LIST / TRUE NORTH ** ALL PRODUCTS **</td>
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<td>VN0006428</td>
<td>2017 Retail Price List/Turtle Plastics <strong>ALL PRODUCTS</strong></td>
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<td>VN00072470</td>
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<tr>
<td>VN00051727</td>
<td>Fisher Scientific June 1, 2017 online catalog / UNIFIRE POWER BLOWERS INC ** ALL PRODUCTS (EXCLUDING SAWS)**</td>
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<td>Taxpayer Name:</td>
<td>THERMO EBERLINE LLC</td>
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<tr>
<td>Trade Name:</td>
<td>THERMO ELECTRON RM&amp;P</td>
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</tr>
<tr>
<td>Address:</td>
<td>27 FORGE PARKWAY</td>
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<tr>
<td></td>
<td>FRANKLIN, MA 02038-3135</td>
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<td>Certificate Number:</td>
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<td>Date of Issuance:</td>
<td>April 23, 2019</td>
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For Office Use Only:
20190423145534127
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<tr>
<td>Trade Name:</td>
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<tr>
<td>Address:</td>
<td>300 INDUSTRY DRIVE</td>
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<tr>
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<td>PITTSBURGH, PA 15275</td>
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<tr>
<td>Certificate Number:</td>
<td>0091099</td>
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<tr>
<td>Effective Date:</td>
<td>December 03, 1998</td>
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<td>Date of Issuance:</td>
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For Office Use Only:
20190423155511938
BUSINESS ENTITY DISCLOSURE CERTIFICATION
FOR NON-FAIR AND OPEN CONTRACTS
Required Pursuant To N.J.S.A. 19:44A-20.8
CITY OF JERSEY CITY

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

Steven Fulop 2021
Lavatro for Councilman
Friends of Joyce Waterman
Friends of Daniel Rivera
Ridley for Council

Mira Prinz-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

<table>
<thead>
<tr>
<th>Name of Stock or Shareholder</th>
<th>Home Address</th>
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</thead>
<tbody>
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</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: FISHER, SCIENTIFIC CO. LLC
Signature of Affiant: Christine Shipley
Printed Name of Affiant: Christine Shipley
Date: 4.23.2019

Subscribed and sworn before me this 23rd day of April, 2019.

My Commission expires: June 26, 2019

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
Eydeann Notaro, Notary Public
Faulkner Twp., Allegheny County
My Commission Expires June 26, 2019
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES
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 Fisher Scientific Co., LLC (name of business entity) has not made any reportable contributions in the **one-year period preceding 4-23-2019 (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 Fisher Scientific Co., LLC (name of business entity) will not make any reportable contributions in violation of Ordinance 08-128.

PART II - Signature and Attestation:

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

Name of Business Entity: Fisher Scientific Co., LLC

Signed Christine Shipley Title: ACF Mgr.

Print Name Christine Shipley Date: 4-23-2019

Subscribed and sworn before me this 25th day of April, 2019.

My Commission expires:

COMMONWEALTH OF PENNSYLVANIA

NOTARIAL SEAL

Eydean Nato, Notary Public
Findlay Twp., Allegheny County
My Commission Expires June 25, 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.**
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: FISHER SCIENTIFIC Co. LLC

Address: 300 INDUSTRY DRIVE

City: PITTSBURGH State: PA Zip: 15275

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.

Christine Shipley

Signature

Christine Shipley

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>
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</tbody>
</table>

☐ Check here if the information is continued on subsequent page(s)
CERTIFICATE OF EMPLOYEE INFORMATION REPORT RENEWAL

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

FISHER SCIENTIFIC CO, LLC
300 INDUSTRY DRIVE
PITTSBURGH, PA 15275-1126

State Treasurer

EVELYN TORRES
TECHNICAL ASSISTANT

State of New Jersey
Department of the Treasury
Division of Purchase & Property
Contract Compliance and Audit Unit

35 West State Street
PO Box 285
Trenton, NJ 08625-0285

Tel: (609) 292-5478
Fax: (609) 292-5899
Email: Evelyn.Torres@treas.nj.gov

FORD M. SCHODER
State Treasurer
EXHIBIT A (Continuation)

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

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

In 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:

EXHIBIT A
N.J.S.A. 10:6-31 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

undersigned that their contract/company’s bid shall be rejected as non-responsive if said contractor fails to comply with the requirements


Representative's Name/Title (Print): Christine Shipley
Representative's Signature: Christine Shipley
Name of Company: Fischer Scientific Co LLC
Tel. No.: (732) 517-0294 Date: 4-23-2019
APPENDIX A

AMERICANS WITH DISABILITIES ACT OF 1990

Equal Opportunity for Individuals with Disability

The contractor and the ___________________________ (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. §§12101 et seq.), which 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, or 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: Christina Shipley
Representative's Signature: [Signature]
Name of Company: Fischer Scientific Co Inc
Tel. No.: 724-517-3294 Date: 4.23.2019
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: Fisher Scientific Co. LLC
Address: 300 Industry Dr., Pittsburgh, PA 15225
Telephone No.: 724-517-2294
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.

OFFICE OF EQUAL OPPORTUNITY COPY
RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO FORKED RIVER DIESEL AND GENERATOR LLC FOR PARTS AND REPAIRS TO THE MARINE VESSEL FOR THE DEPARTMENT OF PUBLIC SAFETY, DIVISION OF FIRE

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, the Division of Fire requires parts and repairs for its boat; and

WHEREAS, in conformity with N.J.S.A. 40A:11-6.1(a) the City of Jersey City ("City") informally solicited three quotes, including one from Forked River Diesel & Generator LLC, 1426 Clearview Street, Forked River, New Jersey 08731 in the total amount of twenty eight thousand, thirty one dollars ($28,031.00); and

WHEREAS, the Purchasing Director believes the proposal of Forked River Diesel & Generator 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-20.5 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 Trust Account:

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<tr>
<th>Account</th>
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<th>Total Contract</th>
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<tr>
<td>17-289-56-000-002</td>
<td>133506</td>
<td>$28,031.00</td>
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NOW, THEREFORE BE IT RESOLVED, by the Municipal Council of the City of Jersey City that:

1. A contract in the amount of $28,031.00 is awarded to Forked River Diesel & Generator, LLC for the parts and repairs to the Fire boat 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 FORKED RIVER DIESEL AND GENERATOR LLC FOR PARTS AND REPAIRS TO THE MARINE VESSEL 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. The Mayor or Business Administrator is authorized to execute a contract on behalf of the City of Jersey City; 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 Castillo, Acting Chief Financial Officer, certify that there are sufficient funds available for payment of this above resolution.

Account PO Total Contract
17-289-56-000-002 133506 $28,031.00

Approved by: Peter Folgado, Director of Purchasing, GPA, APPD

Date: 4/24/19

PF/pv/JMK

APPROVED:

APPROVED AS TO LEGAL FORM

Business Administrator

Corporation Counsel

CERTIFICATION REQUIRED ☐

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 5.8.19

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

✓ 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

<table>
<thead>
<tr>
<th>Full Title of Ordinance/Resolution</th>
</tr>
</thead>
<tbody>
<tr>
<td>RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO FORKED RIVER DIESEL AND GENERATOR LLC FOR PARTS AND REPAIRS TO THE MARINE VESSEL FOR THE DEPARTMENT OF PUBLIC SAFETY, DIVISION OF FIRE</td>
</tr>
</tbody>
</table>

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</td>
</tr>
<tr>
<td>FIRE</td>
<td>CHIEF</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

<table>
<thead>
<tr>
<th>Contract Purpose</th>
</tr>
</thead>
<tbody>
<tr>
<td>Parts and repairs to the boat for the Fire Division.</td>
</tr>
</tbody>
</table>

Cost (Identify all sources and amounts)

<table>
<thead>
<tr>
<th>Total Cost</th>
<th>$28,031.00</th>
</tr>
</thead>
</table>

Type of award

| PAY TO PLAY |

Additional Information

I certify that all the facts presented herein are accurate.

[Signature of Department Director]  [Date]  [Signature]  [Date]

Peter Folgado, QPA, RPPO  Date
DETERMINATION OF VALUE CERTIFICATION

I, Chief Steven McGill, of full age, hereby certify the following:

1. I am the Chief for the Fire Division.

2. The City requires parts and repairs for its marine vessel (boat.)

3. The City informally solicited quotations for parts and repairs.

4. The administration's recommendation is to award a contract to Forked River Diesel and Generator LLC.

5. The cost of the Contract exceeds $17,500.00.

6. This certification is made pursuant to N.J.S.A. 19:44A-20.5.

7. I certify that the foregoing statements are true. I am aware that if any of the following statements made by me are willfully false, I am subject to legal action to the fullest extent of the law.

Date: 4/25/19

[Signature]

Steven McGill, Chief
Public Safety/Fire Division
## Forked River Diesel and Generator

**Quote**

<table>
<thead>
<tr>
<th>Date</th>
<th>Estimate #</th>
</tr>
</thead>
<tbody>
<tr>
<td>3/8/2019</td>
<td>534</td>
</tr>
</tbody>
</table>

**Bill To**

Jersey City Fire Dept  
Howie 551-697-3372

### Boat Name / Year

<table>
<thead>
<tr>
<th>Fire Boat</th>
<th>Port-Snb Model #</th>
<th>Cal 3406</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Port Hours</td>
<td>Stb Hours</td>
</tr>
<tr>
<td></td>
<td>1100</td>
<td></td>
</tr>
</tbody>
</table>

### Key Location

<table>
<thead>
<tr>
<th>Location &amp; Slip #</th>
<th>Port Serial #</th>
<th>Stb Serial #</th>
<th>Gen Serial #</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>90004139</td>
<td>ar-234-9228</td>
<td></td>
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</tbody>
</table>

### Item

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Qty</th>
<th>Cost</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ordered Parts</td>
<td>Change air cooler new starboard main</td>
<td>1</td>
<td>5,988.32</td>
<td>5,988.32T</td>
</tr>
<tr>
<td>Ordered Parts</td>
<td>misc gaskets</td>
<td>1</td>
<td>454.30</td>
<td>454.30T</td>
</tr>
<tr>
<td>Service</td>
<td>Labor to remove and replace charge air cooler with new one starboard engine Per Hour Service</td>
<td>16</td>
<td>125.00</td>
<td>2,000.00T</td>
</tr>
<tr>
<td>Service</td>
<td>Labor to remove clean and reinstall heat exchanger,gear oil cooler,and fuel cooler replace impeller and set valves and injectors Starboard engine Per Hour Service</td>
<td>18</td>
<td>125.00</td>
<td>2,250.00T</td>
</tr>
<tr>
<td>Ordered Parts</td>
<td>impeller</td>
<td>1</td>
<td>188.65</td>
<td>188.65T</td>
</tr>
<tr>
<td>Ordered Parts</td>
<td>misc gaskets</td>
<td>1</td>
<td>355.20</td>
<td>355.20T</td>
</tr>
<tr>
<td>Ordered Parts</td>
<td>ANTIFREEZEZB PER GAL</td>
<td>14</td>
<td>18.11</td>
<td>253.54T</td>
</tr>
<tr>
<td>Service</td>
<td>remove replace charge air cooler on fire pump engine with new one Per Hour Service</td>
<td>16</td>
<td>125.00</td>
<td>2,000.00T</td>
</tr>
<tr>
<td>Service</td>
<td>Labor to remove clean and reinstall heat exchanger fuel cooler and replace impeller set valves and injectors Fire pump engine Per Hour Service</td>
<td>18</td>
<td>125.00</td>
<td>2,250.00T</td>
</tr>
<tr>
<td>Ordered Parts</td>
<td>impeller</td>
<td>1</td>
<td>166.54</td>
<td>166.54T</td>
</tr>
<tr>
<td>Ordered Parts</td>
<td>misc gaskets</td>
<td>1</td>
<td>296.50</td>
<td>296.50T</td>
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</tbody>
</table>

### Subtotal

<table>
<thead>
<tr>
<th>Sales Tax (0.0%)</th>
<th>Total</th>
</tr>
</thead>
</table>

**Complaints**

Page 1
### Forked River Diesel and Generator Quote

**Bill To**

Jersey City Fire Dept  
Howie 551-697-3372

---

<table>
<thead>
<tr>
<th>Boat Name / Year</th>
<th>Fire Boat</th>
<th>Port-Sih Model #</th>
<th>Cat 3406</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Key Location</strong></td>
<td></td>
<td>Port Hours 1100</td>
<td>Stb Hours</td>
</tr>
<tr>
<td><strong>Location &amp; Slip #</strong></td>
<td>Port Serial # 9vr04139</td>
<td>Stb Serial # ar-234-9238</td>
<td>Gen Model #</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Qty</th>
<th>Cost</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>ANTIFREEZE</td>
<td>PER GAL</td>
<td>12</td>
<td>18.11</td>
<td>217.32T</td>
</tr>
<tr>
<td>Service</td>
<td>Change oil and filter Starboard engine generator and fire pump engine Per Hour</td>
<td>6</td>
<td>125.00</td>
<td>750.00T</td>
</tr>
<tr>
<td>Oil Per Gallon</td>
<td>17</td>
<td>18.44</td>
<td>313.48T</td>
<td></td>
</tr>
<tr>
<td>Oil filters</td>
<td>1</td>
<td>288.60</td>
<td>288.60T</td>
<td></td>
</tr>
<tr>
<td>Inspect northern lights generator address all service needs and wear items replace as needed</td>
<td>4,580.00</td>
<td>4,580.00T</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Multi unit service savings if all 3 engines are done together</td>
<td>-2,000.00</td>
<td>-2,000.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Rebuilt starter and alternator</td>
<td>1</td>
<td>1,455.20</td>
<td>1,455.20T</td>
<td></td>
</tr>
<tr>
<td>Labor to remove and replace starboard alternator and starter Starboard engine Per Hour Service</td>
<td>6</td>
<td>125.00</td>
<td>750.00T</td>
<td></td>
</tr>
<tr>
<td>Oil Per Gallon</td>
<td>4</td>
<td>18.95</td>
<td>75.80T</td>
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<tr>
<td>Labor to service starboard Transmission Per Hour Service</td>
<td>3</td>
<td>125.00</td>
<td>375.00T</td>
<td></td>
</tr>
<tr>
<td>Transmission oil filter</td>
<td>1</td>
<td>126.55</td>
<td>126.55T</td>
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<tr>
<td>Charge air cooler new fire pump</td>
<td>1</td>
<td>4,896.00</td>
<td>4,896.00T</td>
<td></td>
</tr>
</tbody>
</table>

**Subtotal**: $28,031.00  
**Sales Tax (0.0%)**: $0.00  
**Total**: $28,031.00
### Job #: 19518 Joseph Lovero/Jersey City Fire Dept

<table>
<thead>
<tr>
<th>Service</th>
<th>Hours/EA</th>
<th>Description</th>
<th>Discount %</th>
<th>Rate</th>
<th>Tax</th>
<th>Amount</th>
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</thead>
<tbody>
<tr>
<td>3/22/2019 Remove and replace after cooler</td>
<td>18.00 Hour(s)</td>
<td>1.00 EA</td>
<td></td>
<td>135.00</td>
<td>0.00</td>
<td>2,430.00</td>
</tr>
<tr>
<td>3/22/2019 After Cooler</td>
<td></td>
<td>1.00 EA</td>
<td></td>
<td>6,001.01</td>
<td>350.65</td>
<td>6,651.66</td>
</tr>
<tr>
<td>3/22/2019 Gasket Kit</td>
<td></td>
<td>1.00 EA</td>
<td></td>
<td>533.10</td>
<td>35.30</td>
<td>568.45</td>
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<tr>
<td><strong>Service Heat Exchanger</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3/22/2019 Remove clean and inspected, heat exchanger, gear oil cooler and fuel cooler prep clean seal surface shop, reinstall, Replace water impeller, inspect and set valves and injectors</td>
<td></td>
<td></td>
<td></td>
<td>135.00</td>
<td>0.00</td>
<td>2,430.00</td>
</tr>
<tr>
<td>3/22/2019 Impeller Kit</td>
<td></td>
<td>1.00 EA</td>
<td></td>
<td>192.65</td>
<td>12.77</td>
<td>285.62</td>
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<tr>
<td>3/22/2019 Gasket Kit</td>
<td></td>
<td>1.00 EA</td>
<td></td>
<td>357.74</td>
<td>23.94</td>
<td>380.68</td>
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<tr>
<td>3/22/2019 Antifreeze 50:50 Gallon Green Shell SLL50:50</td>
<td></td>
<td>15.00 EA</td>
<td></td>
<td>16.50</td>
<td>10.37</td>
<td>225.07</td>
</tr>
<tr>
<td><strong>Total Labor</strong></td>
<td></td>
<td></td>
<td></td>
<td>0.00</td>
<td></td>
<td>4,860.00</td>
</tr>
<tr>
<td><strong>Total Materials</strong></td>
<td></td>
<td></td>
<td></td>
<td>480.73</td>
<td></td>
<td>7,742.39</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td></td>
<td></td>
<td></td>
<td>480.73</td>
<td></td>
<td><strong>12,602.39</strong></td>
</tr>
</tbody>
</table>

**Amount Due:** $12,602.39

This account is due for payment within 7 days of this invoice.
Howard Simone  
Jersey City Fire Department  
Liberty Landing  
Jersey City, NJ

<table>
<thead>
<tr>
<th>SCOPE OF WORK</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Replace Aftercooler, Oil Cooler &amp; Impeller, Clean Heat Exchanger, Fuel Cooler &amp; Adjust Valves and Injectors</td>
<td>$22,180.66</td>
</tr>
<tr>
<td>1. Travel to site, gain access to unit</td>
<td></td>
</tr>
<tr>
<td>2. Remove, clean and reinstall heat exchanger sea water side</td>
<td></td>
</tr>
<tr>
<td>3. Remove, clean and reinstall fuel cooler sea water side &amp; marine gear cooler</td>
<td></td>
</tr>
<tr>
<td>4. Remove and install NEW Caterpillar aftercooler</td>
<td></td>
</tr>
<tr>
<td>5. Replace oil cooler with Caterpillar remanufactured parts</td>
<td></td>
</tr>
<tr>
<td>6. Remove and install NEW water temperature regulator</td>
<td></td>
</tr>
<tr>
<td>7. Remove and Install NEW Zinc Rods and plugs</td>
<td></td>
</tr>
<tr>
<td>8. Install all needed gaskets, seals and hoses to complete repair</td>
<td></td>
</tr>
<tr>
<td>9. Fill unit with NEW Extended Life Coolant</td>
<td></td>
</tr>
<tr>
<td>10. Run unit to verify repairs; making adjustments if required</td>
<td></td>
</tr>
</tbody>
</table>

Work is scheduled to be completed in 4 days with 2 men working normal business hours Monday-Friday

Freight Not Included
All waste to be disposed in a EPA approved manner

Prices quoted are firm for 30 days

TOTAL: $22,180.66

Please be advised that disassembly could show the need for additional repairs. You will be quoted before any work is started. In most cases we can provide you with a firm quote.

Quote is based on weekday work M-F during normal business hours unless specified.

Foley Incorporated makes no representation or warranty of any kind, nature or description, expressed or implied, with respect to the equipment's merchantability, or its fitness for any particular purpose.

If you wish to schedule this work, please sign below and fax this quotation back to me.
If you have any question about this quotation, I can be reached at (732) 885-3041.

Michael Lehman / Product Support Representative / Foley Power Systems

Print name: ___________________________  Date: ___________________________

Approval Signature: ___________________________  PO#: ___________________________

Please sign and fax to 732-885-3122 or email to mlehan@foleyinc.com
This is to certify that the contractor listed has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of

15 FEB 2022 - 15 FEB 2023

FORKED RIVER DIESEL & GENERATOR
1426 CLEARVIEW STREET
FORKED RIVER NJ 08731

Andrew P. Sidamon-Eristoff
State Treasurer
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>Forked River Diesel and Generator</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address:</td>
<td>123 Clearview St.</td>
</tr>
<tr>
<td>City:</td>
<td>Forked River</td>
</tr>
<tr>
<td>State:</td>
<td>NJ</td>
</tr>
<tr>
<td>Zip:</td>
<td>08773</td>
</tr>
</tbody>
</table>

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

Signature: ____________________________  
Printed Name: John H. Lane  
Title: President

Part II - Contribution Disclosure

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

☐ Check here if disclosure is provided in electronic form.

<table>
<thead>
<tr>
<th>Contributor Name</th>
<th>Recipient Name</th>
<th>Date</th>
<th>Dollar Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td>$</td>
</tr>
<tr>
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</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 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
- Lavarro for Councilman
- Friends of Joyce Waterman
- Friends of Daniel Rivera
- Ridley for Council
- Mira Prinz-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

<table>
<thead>
<tr>
<th>Name of Stock or Shareholder</th>
<th>Home Address</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
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<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

Name of Business Entity: Forked River Diesel and Generators

Signature of Affiant: __________________________ Title: President

Printed Name of Affiant: John L. Jane Date: 4/24/2019

Subscribed and sworn before me this 24 day of April 2019.

(Witnessed or attested by)__________________________

My Commission expires: May 2021

(Witnessed or attested by)__________________________

(Seal)
CERTIFICATION OF COMPLIANCE WITH THE CITY OF JERSEY CITY
CONTRACTOR PAY-TO-PLAY REFORM ORDINANCE 08-128 ADOPTED
ON SEPTEMBER 3, 2008

PART I - Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that *Forked River Diesel and Generator* (name of business entity) has not made any reportable contributions in the **one-year period preceding May 9, 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 *Forked River Diesel and Generator* (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: *Forked River Diesel and Generator*

Signed ___________________________ Title: President

Print Name John H. Lane Date: 4/24/2019

Subscribed and sworn before me this 24th day of April, 2019.
My Commission expires: May 2021

(Affiant) ____________________________ (Print name & title of affiant) (Corporate Seal)

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

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

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

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

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

Letter of Federal Affirmative Action Plan Approval
Certificate of Employee Information Report
Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division’s website at www.state.nj.us/treasury/contract_compliance)

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

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

EXHIBIT A
N.J.S.A. 10:5-31 and N.J.A.C. 17:37
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 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.S.A. 10:5-31 and N.J.A.C. 17:37.

Representative’s Name/Title (Print): John H. Lane
Representative’s Signature:
Name of Company: Forked River Diesel and Generator
Tel No: 609-247-8418

Date: 4/24/19
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 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 avoid 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 under 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: John H. Land, President
Name of Company: Folked River Diesel and Generator
Tel. No.: 609-292-4474
Date: 2/24/11
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: Forked River Diesel & Generator
Address: 1420 Oakview St, Forked River, NJ 08731
Telephone No.: 609-242-8448
Contact Name: John Lane

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 NUMBER 0142806 FOR FORKED RIVER DIESEL AND GENERATOR LLC IS VALID.
STATE OF NEW JERSEY
Certificate of Authority

The person, partnership or corporation named below is hereby authorized to collect:
NEW JERSEY SALES & USE TAX

pursuant to N.J.S.A. 54:32B-1 ET SEQ.

This authorization is good ONLY for the named person at the location specified herein.
This authorization is null and void if any change of ownership or address is affected.

FORKED RIVER DIESEL AND GENERATOR
1426 CLEARVIEW ST
FORKED RIVER NJ 08731

Forked River Diesel
Tax Registration No.: 030-387-816/000
Tax Effective Date: 07-01-03
Document Locator No.: B0000980000
Date issued: 09-11-03

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

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

TAXPAYER NAME:
FORKED RIVER DIESEL AND GENERATOR LLC

TAXPAYER IDENTIFICATION#:
030-387-816/000

ADDRESS:
1426 CLEARVIEW ST
FORKED RIVER NJ 08731

EFFECTIVE DATE:
02/15/02

TRADE NAME:

SEQUENCE NUMBER:
0142800

ISSUANCE DATE:
08/10/04

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

RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO KNOX ASSOCIATES, INC. D/B/A KNOX FOR THE PURCHASE AND DELIVERY OF A KEY SECURE ELECTRONIC AND MECHANICAL SYSTEM FOR THE DEPARTMENT OF PUBLIC SAFETY, COMMUNICATIONS CENTER

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, the KnoxDock electronic and mechanical key system provide first responders with immediate access into secure buildings, campuses, residences and commercial properties when it matters most; and

WHEREAS, in conformity with N.J.S.A. 40A:11-6.1(a) the City of Jersey City (“City”) informally solicited three quotes including one from Knox Associates, Inc. d/b/a Knox Company 1601 West Deer Valley Road, Phoenix, Arizona 85027 in the total amount of twenty one thousand, five hundred sixteen dollars ($21,516.00); and

WHEREAS, the Purchasing Director believes the proposal of Knox Associates/ inc. d/b/a Knox Company attached hereto, to be most advantageous, price and other factors considered; and

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

WHEREAS, the Director of Public Safety, Communications Center 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>01-201-25-271-405</td>
<td>133458</td>
<td>$21,516.00</td>
</tr>
</tbody>
</table>

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

1. A contract in the amount of $21,516.00 is awarded to Knox Associates, Inc. d/b/a Knox Company for the purchase and delivery of an electronic and mechanical key system 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 KNOX ASSOCIATES, INC. D/B/A KNOX FOR THE PURCHASE AND DELIVERY OF A KEY SECURE ELECTRONIC AND MECHANICAL SYSTEM FOR THE DEPARTMENT OF PUBLIC SAFETY, COMMUNICATIONS CENTER

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

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.

Account 01-201-25-271-405 PO # 133458 Total Contract $21,516.00

Approved by: Peter Tolgado, Director of Purchasing, OPA, RPPO

4/29/19 Date

APPROVED AS TO LEGAL FORM

Certification Required □ Not Required □

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 5.8.19

<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>
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<td>YUN</td>
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</tr>
<tr>
<td>PRINZ-AREY</td>
<td>✓</td>
<td></td>
<td></td>
<td>SOLOMON</td>
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<td></td>
<td></td>
<td>WATERMAN</td>
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<tr>
<td>BOGGIANO</td>
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<td>ROBINSON</td>
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<td></td>
<td></td>
<td>LAVARRO, PRES</td>
<td>✓</td>
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<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.

Rolando J. Lavarro, Jr., President of Council

Robert Byrne, City Clerk
I, Robert Baker Sr., of full age, hereby certify the following:

1. I am the Director of the Dept. of Public Safety, Communications Center.
2. The City requires to purchase key secure electronic and mechanical system.
3. The City informally solicited quotations for key secure electronic and mechanical system.
4. The administration's recommendation is to award a contract to Knox Associates, Inc. d/b/a Knox Company.
5. The cost of the Contract exceeds $17,500.00.
6. This certification is made pursuant to N.J.S.A. 19:44A-20.5.
7. I certify that the foregoing statements are true. I am aware that if any of the following statements made by me are willfully false, I am subject to legal action to the fullest extent of the law.

Date: 5/24/19

Robert Baker Sr. Director
Public Safety/Communications Center
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 KNOX ASSOCIATES, INC. D/B/A KNOX FOR THE PURCHASE AND DELIVERY OF A KEY SECURE ELECTRONIC AND MECHANICAL SYSTEM FOR THE DEPARTMENT OF PUBLIC SAFETY, DIVISION OF FIRE

Project Manager

<table>
<thead>
<tr>
<th>Department/Division</th>
<th>PUBLIC SAFETY</th>
<th>FIRE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name/Title</td>
<td>STEVEN MCGILL</td>
<td>CHIEF</td>
</tr>
<tr>
<td>Phone/email</td>
<td>201.247.4282</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

THE PURCHASE AND DELIVERY OF A KEY SECURE ELECTRONIC AND MECHANICAL SYSTEM FOR THE DEPARTMENT OF PUBLIC SAFETY, DIVISION OF FIRE. EACH BOX SECURLY HOLDS A MASTER KEY FOR SITE ACCESS. THE BOX IS ACCESSED BY A SECURE CODE.

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

<table>
<thead>
<tr>
<th>Total Cost</th>
<th>$21,516.00</th>
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<tr>
<td>Acct #</td>
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<tr>
<td>One time purchase</td>
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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

Date: 5/24/19

Peter Filgasdo, QPA, RPPO

Date: 5/24/19
Dear Chief DiGuilio:

Thank you for your interest in Knox products. Please find below the requested quotation.

<table>
<thead>
<tr>
<th>Item Number</th>
<th>Description</th>
<th>Quantity</th>
<th>Unit Price</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>KS-6K2-B</td>
<td>KS-6K2 Bundle, INCL. KS-32K, EKEY KLS-8700K, BRACKET</td>
<td>18</td>
<td>$879.00</td>
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Terms & Conditions

All pricing is subject to change and is based on a quantity order to be shipped at one time. Prices quoted are valid through the "Expires On" date shown. All shipping and handling fees, if provided, are estimates based upon ground service to the address shown above. Knox will provide you a firm cost for shipping and handling fees when order is placed. Knox provides detailed installation instructions with each Knox product. However, Knox is not responsible for actual installation.

SALES TAX DISCLAIMER: Knox is required to collect sales tax for purchases made in the following states: AL, AZ, CA, CO, CT, FL, GA, IA, IL, IN, KY, MA, MD, MS, MI, MN, NC, NE, OK, TN, TX, WA and WI. Where applicable, Knox will charge sales tax unless you have a valid sales tax exemption certificate on file with Knox. If you are sales tax exempt, you must provide us with an exemption certificate at the time the order is placed.

This discount will be given with the promise all Sentralok devices are returned to us when the Key Secure 6's are installed.

Payment Terms: Prepaid
Delivery Method: FXG
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</table>

**BUYER'S NOTES:**
ADORAMA AND A.A.A EMERGENCY NO BID
ORDER DELAYED ABOUT OF NEW JERSEY B.R.C.
No go on these my friend!!! Hope you're well and staying warm.

We offer TOP Dollar for your USED Photographic and Tactical Equipment tool!

Ask me about it!!

caroleannf@adorama.com
800-223-2500-x2035
Hi Loui

This is a specialty item only available through Knox. I cannot get it. But thanks for asking

Kevin W. Kiel
AAA Emergency Supply
201-704-3444
Kevink@aaaemergency.com

On Mar 7, 2019, at 12:21 PM, Louis Strikowsky <StrikowskyL@icnj.org> wrote:

Request for quote

Thanks

Louis Strikowsky, Buyer
<image001.png>City of Jersey City
Division of Purchasing
394 Central Avenue, 3 FLOOR
Jersey City, NJ 07307
Tel: (201) 547-6594
Email: StrikowskyL@icnj.org
www.cityofjerseycity.com

<2019_03_07_12_19_35.pdf>
Expires On: 05/04/2019

By signing, you accept this Quotation and Terms, including the product configuration and payment terms indicated above.

__________________________________________
Signature                                      Date

If I can provide further assistance please feel free to contact me.

Regards,

Jonathan Keeney
Regional Account Manager

KNOX

o: 800-552-5669
c: 443-756-0215
f: 623-687-2316
January 18, 2019

Knox Company is the sole source manufacturer, inventor and supplier of Knox® Rapid Entry products. All Knox products are manufactured at our factory in Phoenix, Arizona where they are sold factory direct to the end user. We use no distributors to sell our products.

The Knox System is preferred by more than 13,000 fire departments and is selected above other lock box programs based on the company’s forty year reputation for product integrity, quality and reliability. Products include a complete line of lock boxes, cabinets, key switches, padlocks, locking FDC plugs and caps and the MedVault® Narcotics Drug Locker.

Knox also manufactures two products that electronically secure the Knox Master Key: Sentrylok® and KeySecure® Key Retention Systems that provide keypad access with full audit trail documentation.

All Knox Rapid Entry System devices carry a UL listing for resistance to physical attack. In addition, products have been UL certified and tested in the following categories:

- UL 437 Standard for Safety for Key Locks
- UL 1037 Standard for Anti Theft Alarms and Devices
- UL 1610 Standard for Central Station Alarms

Knox maintains the highest level of key and lock control. Each exclusively coded key has a key blade with distinctive angles and depths. These keys are strictly controlled and can only be made and duplicated at the Medeco® factory.

Included with the Knox System are many services that benefit the fire department. Master keys are provided at no charge, records of installations in your community are compiled on request, and complimentary materials for distribution to property owners are also provided.

I hope this information helps document how the Knox System satisfies your rapid entry requirements. Please let me know if I can provide further information.

Sincerely,

Janet Early
Sales Support Representative
800-552-5669 ext 516
623-687-2293 (fax)
CUSTOMER INFORMATION FORM

BUSINESS CONTACT INFORMATION

Business name:

DBA name (if applicable):

Phone: E-mail: Fax:

Address: City: State: ZIP Code:

U.S. Government please select:

Canadian Government

Are you tax exempt?

Yes (please fax or email to Knox above) No

Do you require PO?

Yes, hard copy (please send to Knox) No, Knox requires you to sign a sales quote for all orders $750.00 and above before an order can be processed

PO# ONLY

New York and New Jersey Customers ONLY!!! Do you require voucher?

Yes, original with original claimant's signature Yes, fax or email copy with claimant's original signature

Yes, fax or email with claimant's signature No voucher required at all

How do you want to receive your invoice?

Email (provide email if different from A/P): Mail (provide address if different from A/P):

PURCHASING CONTACT

First and Last Name: Phone: Fax: E-mail:

ACCOUNTS PAYABLE CONTACT

First and Last Name: Phone: Fax: E-mail:

Company name: Address: State: ZIP Code:

The undersigned, being duly authorized representative of the company named above, agrees that I am authorized to sign on behalf of the company, and all information given is accurate and correct. Terms are Net 30 – past due balances will be assessed a finance charge of 1.5% per month. Customer accepts liability for all collection fees and court cost related to collection of delinquent accounts. All payments must be in U.S. Dollars only. In the event any balance is not paid when due, may result in a delay of any further products being sold to the Purchaser until account is paid in full. We do accept Check, Money Order, Visa, Mastercard, American Express, Discover and ACH.

First and Last Name: Title:

Signature: Date:
The above-named FOREIGN FOR-PROFIT CORPORATION was duly filed in accordance with New Jersey State Law on 03/19/2019 and was assigned identification number 0450361472. Following are the articles that constitute its original certificate.

1. Name:
   KNOX ASSOCIATES CORPORATION

2. Registered Agent:
   URS AGENTS LLC

3. Registered Office:
   208 W STATE ST
   TRENTON, NEW JERSEY 08608

4. Business Purpose:
   SALES OF RAPID ENTRY SYSTEMS FOR EMERGENCY ACCESS VIA ORDER FORM OR ONLINE SHIPPED FROM AZ VIA FEDEX NO EMPLOYEE PRESENT IN STATE

5. Incorporated Under the Laws of:
   ARIZONA ON 01/03/2005

6. Effective Date of this filing is:
   03/19/2019

7. Main Business Address:
   1601 W DEER VALLEY RD
   PHOENIX, ARIZONA 85027

Signatures:
JOANNE TREMPALA
PRESIDENT

IN TESTIMONY WHEREOF, I have hereby set my hand and affixed my Official Seal
19th day of March, 2019

Elizabeth Maher Muoio
State Treasurer

Certificate Number: 40740846
Verify this certificate online at
https://www.law.courts.state.nj.us/Forms/VerifyCertificate.aspx
CERTIFICATE NUMBER 9109317 FOR KNOX ASSOCIATES CORPORATION IS VALID.
# STATE OF NEW JERSEY
## BUSINESS REGISTRATION CERTIFICATE

<table>
<thead>
<tr>
<th>Taxpayer Name:</th>
<th>KNOX ASSOCIATES CORPORATION</th>
</tr>
</thead>
<tbody>
<tr>
<td>Trade Name:</td>
<td></td>
</tr>
<tr>
<td>Address:</td>
<td>1601 W DEER VALLEY ROAD</td>
</tr>
<tr>
<td></td>
<td>PHOENIX, AZ 85027-2112</td>
</tr>
<tr>
<td>Certificate Number:</td>
<td>0109317</td>
</tr>
<tr>
<td>Effective Date:</td>
<td>February 24, 2000</td>
</tr>
<tr>
<td>Date of Issuance:</td>
<td>April 11, 2019</td>
</tr>
</tbody>
</table>

For Office Use Only:
20190411101839416
**STATE OF NEW JERSEY**
Division of Purchase & Property
Contract Compliance Audit Unit
EEO Monitoring Program

**EMPLOYER INFORMATION REPORT**

**IMPORTANT:** READ INSTRUCTIONS CAREFULLY BEFORE COMPLETING FORM. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM AND TO SUBMIT THE REQUIRED $15.00 FEE MAY DELAY ISSUANCE OF YOUR CERTIFICATE. DO NOT SUBMIT EEO-1 REPORT FOR SECTION B, ITEM 11. For Instructions on completing the form, go to:
http://www.state.nj.us/attorney/contract_compliance/pdf/ai320m.pdf

**SECTION A - COMPANY IDENTIFICATION**

<table>
<thead>
<tr>
<th>ITEM</th>
<th>DESCRIPTION</th>
<th>DATA</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. FID. NO. OR SOCIAL SECURITY</td>
<td>2. TYPE OF BUSINESS</td>
<td>3. TOTAL NO. EMPLOYEES IN THE ENTIRE COMPANY</td>
</tr>
<tr>
<td>4. COMPANY NAME</td>
<td>5. STREET</td>
<td>6. TOTAL NO. EMPLOYEES IN THE ENTERPRISE COMPANY</td>
</tr>
<tr>
<td>Knox Associates Inc dba Knox Company</td>
<td>1601 W Deer Valley Rd Phoenix Maricopa AZ 85027</td>
<td>130</td>
</tr>
<tr>
<td>N/A</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1. CHECK ONE: IS THE COMPANY:</td>
<td>2. SERVICE</td>
<td>3. OTHER</td>
</tr>
<tr>
<td>1. SINGLE-ESTABLISHMENT EMPLOYER</td>
<td>2. MULTI-ESTABLISHMENT EMPLOYER</td>
<td></td>
</tr>
<tr>
<td>0</td>
<td></td>
<td></td>
</tr>
<tr>
<td>8. TOTAL NUMBER OF EMPLOYEES AT ESTABLISHMENT WHICH HAS BEEN AWARDED THE CONTRACT</td>
<td>9. PUBLIC AGENCY AWARDS CONTRACT</td>
<td></td>
</tr>
<tr>
<td>130</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**SECTION B - EMPLOYMENT DATA**

11. Report all permanent, temporary and part-time employees ON YOUR OWN PAYROLL. Enter the appropriate figures on all lines and in all columns. Where there are no employees in a particular category, enter a zero. Include ALL employees, not just those in minority/race-ethnic categories, in columns 1, 2, & 3. DO NOT SUBMIT ANEO-1 REPORT.

<table>
<thead>
<tr>
<th>JOB CATEGORIES</th>
<th>COL. 1</th>
<th>COL. 2</th>
<th>COL. 3</th>
<th>PERMANENT MALE/FEMALE</th>
<th>MALE</th>
<th>FEMALE</th>
<th>MALE</th>
<th>FEMALE</th>
<th>MALE</th>
<th>FEMALE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Professionals</td>
<td>23</td>
<td>10</td>
<td>1</td>
<td>1</td>
<td>22</td>
<td>3</td>
<td>2</td>
<td>5</td>
<td>1</td>
<td>18</td>
</tr>
<tr>
<td>Technicians</td>
<td>4</td>
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<td>1</td>
<td>3</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>Sales Workers</td>
<td>5</td>
<td>2</td>
<td>5</td>
<td>2</td>
<td></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>Office &amp; Clerical</td>
<td>11</td>
<td>17</td>
<td>11</td>
<td>18</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>Craftworkers</td>
<td>5</td>
<td>0</td>
<td>1</td>
<td>4</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>Operators</td>
<td>29</td>
<td>12</td>
<td>24</td>
<td>12</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>Laborers</td>
<td>0</td>
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</tr>
<tr>
<td>Service Workers</td>
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<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>TOTAL</td>
<td>130</td>
<td>85</td>
<td>1</td>
<td>44</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total employment from previous report (if any)</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
</tbody>
</table>

13. HOW WAS INFORMATION AS TO RACE OR ETHNIC GROUP IN SECTION B OBTAINED?

**L. Visual Survey**

14. IS THIS THE FIRST EMPLOYEE INFORMATION REPORT SUBMITTED?

**1. YES**

15. IF NO, DATE LAST REPORT SUBMITTED

**MOD. DAY YEAR**

16. NAME OF PERSON COMPLETING FORM (Print or Type) | SIGNATURE | TITLE | DATE

| Christie Simonson | Payroll Clerk | 03 21 10 |

17. ADDRESS NO. & STREET | CITY | COUNTY | STATE | ZIP CODE | PHONE (AREA CODE, NO. EXTENSION)

| 1601 W Deer Valley Rd Phoenix Maricopa AZ 85027 | 623 - 687 - 2300 |
### 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 approval scheduled for approval of the contract by the governing body) to any of the following named candidate committee, joint candidates committee, or political party committee representing the elected officials of the <name of entity of elected officials> as defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (r).

<table>
<thead>
<tr>
<th>Steven Fulop 2021</th>
<th>Mira Prinz-Arery for Council</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lavaro 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 or Stock or Shareholder</th>
<th>Home Address</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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<tr>
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</tr>
</tbody>
</table>

#### Part III - Signature and Attestation:

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

Name of Business Entity: [Name]

Signature of Affiant: [Signature]

Printed Name of Affiant: [Name]

Date: [Date]

Subscribed and sworn before me this day of [Date]

[Signature]

My Commission expires: [Expiration Date]

(Witnessed or attested by)

[Signature]
CERTIFICATION OF COMPLIANCE WITH THE CITY OF JERSEY CITY CONTRACTOR PAY-TO-PLAY REFORM ORDINANCE 08-128 ADOPTED ON SEPTEMBER 3, 2008

PART I - Vendor Affirmation:

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that (name of business entity) has not made any reportable contributions in the **one-year period preceding 4/11/19** (date City Council awards contract) that would be deemed to be violations of Section One of the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128 (attached hereto) and that would bar the award of this contract. I further certify that during the term of the contract (name of business entity) will not make any reportable contributions in violation of Ordinance 08-128.

PART II - Signature and Attestation:

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

Name of Business Entity:

Signed: [Signature]

Print Name: [Print Name]

Date: 4/11/19

Subscribed and sworn before me this 1st day of April, 2019.

My Commission expires: 5/14/2020

CHRISTIE J. SIMONSON

NOTARY PUBLIC
STATE OF ARIZONA
MARICopa COUNTY
MY COMMISSION EXPIRES MARCH 08, 2020

(Part 1)
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: | Know Associates |
| Address: | 100 W. Dean Street Rd. |
| City: | Phoenix |
| State: | Arizona |
| Zip: | 85027 |

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the instructions accompanying this form.

Signature: [Signature]
Printed Name: [Karla Beneich]
Date: 6/10/19
Title: [Title]

Part II - Contribution Disclosure

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

☐ Check here if disclosure is provided in electronic form.

<table>
<thead>
<tr>
<th>Contributor Name</th>
<th>Recipient Name</th>
<th>Date</th>
<th>Dollar Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td>$</td>
</tr>
</tbody>
</table>

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

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

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

In 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 of NJ.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

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 (Print): Karla Bernard
Representative's Signature: ____________________________
Date: 4/11/19
Name of Company: ________________________________
Tel. No.: 623-687-7808
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 judgments on any action or administrative proceeding brought 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 all judgments and damage claims, losses, or judgments 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 all judgments and damage claims, losses, or judgments incurred in connection therewith.

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

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

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

Representative’s Name: ________________________
Representative’s Title: ________________________
Representative’s Signature: ________________________
Name of Company: ________________________
Tel. No.: ________________________

Date: __________
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: Know Associates

Address: 1001 W Deep Valley Rd

Telephone No.: 6026872300

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.
STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

TAXPAYER NAME: TAX REG TEST ACCOUNT
TRADE NAME: 
TAX REGISTRATION TEST ACCOUNT
CLIENT REGISTRATION
TAXPAYER IDENTIFICATION:
970-097-382/599
SEQUENCE NUMBER:
010714
ADDRESS:
847 ROEBLING AVE
TRENTON, NJ 08611
ISSUANCE DATE:
07/14/04
EFFECTIVE DATE:
07/14/04

This Certificate is NOT acceptable as a Transfer. It must be surrendered, destroyed or used at said address.

For Office Use Only:
2004101413222533

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: TAX REG TEST ACCOUNT
Trade Name: 
Address: 847 ROEBLING AVE
TRENTON, NJ 08611
Certificate Number: 1093907
Date of Issuance: October 14, 2004
Sample Certificate of Employee Information Report.

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. 17:32-1.1 et. seq., and the State Treasurer has approved said report. This approval will remain in effect for the period of 15-DEC-20XX to 15-DEC-20XX.

SAMPLE COMPANY, INC.
33 WEST STATE STREET
TRENTON, NJ 08625

VOID

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

COUNCIL offered and moved adoption of the following resolution:

WHEREAS, the City of Jersey City (City) is required to provide defense attorneys in worker's compensation court; and

WHEREAS, Resolution 19-164, approved on February 27, 2019, awarded a one year professional services contract (PO #132604) effective (January 1, 2019) to Leitner Tort DeFazio & Brause, PC in the amount of $50,000.00; and

WHEREAS, because all of the contract funds were expended it is necessary to amend the contract to increase the contract amount by an additional $25,000.00; and

WHEREAS, funds in the amount of $25,000.00 are available in Account No.: 01-201-23-210-312; 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 agreement with the law firm of Leitner Tort DeFazio & Brause, PC is amended and the contract amount is increased by an additional $25,000.00 for a total contract amount of $75,000.00; and

2. The Mayor or Business Administrator is hereby authorized to execute the first amendment to the agreement attached hereto; and

3. 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.

Elizabeth Castillo, Chief Financial Officer, hereby certify that funds in the amount of $25,000.00 are available in Account No.: 01-201-23-210-312.

MAY 8, 2019

APPROVED: ____________________________  APPROVED AS TO LEGAL FORM

APPROVED: ____________________________

Business Administrator

Corporation Counsel

Certification Required ☑ Not Required ☐

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 5.8.19

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<td>ROBINSON</td>
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<td>LAVARRO, PRES.</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.

Rolindia R. Lavaro, Jr., President of Council

Robert Byrne, City Clerk
RESOLUTION FACT SHEET - CONTRACT AWARD

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

Full Title of Ordinance/Resolution

| RESOLUTION AUTHORIZING the amendment of A PROFESSIONAL SERVICES AGREEMENT WITH LEITNER TORT DEFAZIO & BRAUSE TO PROVIDE DEFENSE COUNSEL SERVICES RELATED TO WORKER'S COMPENSATION CLAIM PETITIONS FILED AGAINST THE CITY OF JERSEY CITY. |

Project Manager

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<tr>
<th>Department/Division</th>
<th>ADMINISTRATION</th>
<th>RISK MANAGEMENT</th>
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<tbody>
<tr>
<td>Name/Title</td>
<td>MATT HOGAN</td>
<td>RISK MANAGER</td>
</tr>
<tr>
<td>Phone/email</td>
<td>201-547-5034</td>
<td><a href="mailto:MATTHEW@JCNO.ORG">MATTHEW@JCNO.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 PROVIDE DEFENSE COUNSEL SERVICES FOR WORKER'S COMPENSATION CLAIMS FILED AGAINST THE CITY OF JERSEY CITY. |

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

| $25,000.00 |
| INSURANCE ALL DEPARTMENTS: 01-201-23-210-312 |
| ONE (1) YEAR |
| EFFECTIVE: 01/01/2019 TO 12/31/2019 |

Type of award

| FAIR & OPEN (PROFESSIONAL SERVICES) |

If "Other Exception", enter type

| |

Additional Information

| LEITNER TORT DEFAZIO & BRAUSE RESPONDED TO THE LAW DEPARTMENT'S REQUEST FOR QUALIFICATIONS AND IS ON THE LAW DEPARTMENT'S LIST OF FIRMS QUALIFIED AS WORKER'S COMPENSATION DEFENSE COUNSEL. |

I certify that all the facts presented herein are accurate.

Signature of Division Director 4/26/19

Signature of Department Director 5/1/19
FIRST AMENDMENT TO A PROFESSIONAL SERVICES AGREEMENT WITH LEITNER TORT DEFAZIO & BRAUSE, PC TO REPRESENT THE CITY IN VARIOUS WORKER'S COMPENSATION MATTERS FILED AGAINST THE CITY

This First Amendment of Agreement made this ______ day of ___________, 2019 between the City of Jersey City (City) and Leitner Tort DeFazio & Brause, PC.

WHEREAS, Resolution 19-164, approved on February 27, 2019, authorized a professional services agreement with Leitner Tort DeFazio & Brause, PC to represent the City in various worker's compensation matters filed against the City; and

WHEREAS, Resolution 19-164 authorized a professional services contract in an amount not to exceed $50,000.00 and for a term of 1 year; and

WHEREAS Leitner Tort DeFazio & Brause, PC settled worker's compensation cases filed against the City exhausting the contract funds; and

WHEREAS, Leitner Tort DeFazio & Brause, PC continues to handle additional worker's compensation claims filed against the City; and

WHEREAS it is necessary to increase the contract amount by an additional $25,000.00 for performing the legal services associated with representing the City in various worker's compensation claims filed against the City.

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

1. The contract with Leitner Tort DeFazio & Brause, PC authorized by Resolution 19-164, approved on February 27, 2019, is amended to increase the sum by the amount of $25,000.00, for a total contract not to exceed $75,000.00, for the services associated with representing the City in worker's compensation claims filed against the City.

2. All other terms, covenants, conditions, rights and liabilities of the parties as set forth in the Professional Services Agreement with Leitner Tort DeFazio & Brause, PC dated March 15, 2019 shall remain in full force and effect.

IN WITNESS WHEREOF, the City of Jersey City by its Mayor or Business Administrator and Leitner Tort DeFazio & Brause, PC, have executed this First Amendment to the Agreement and affixed their corporate seals thereto the day, month and year first above written.

ATTEST:

ROBERT BYRNE
City Clerk

ATTEST:

BRIAN PLATT
Business Administrator

LEITNER TORT DEFAZIO & BRAUSE, PC

CITY OF JERSEY CITY
Resolution of the City of Jersey City, N.J.

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, Resolution 17-563, approved on June 28, 2017, authorized a professional services agreement with HMR Architects, P.A. in the amount of $68,864.00 to provide services in design, construction document preparation and construction administration for the standpipe and emergency lighting improvement at The Loew's Theatre - 54 Journal Square, Jersey City (Project) for a term of twelve (12) months; and

WHEREAS, the Project was bid on November 16, 2017 and again on February 7, 2019 and on both occasions the sole bids received exceeded the Architect’s estimate and were rejected at the December 13, 2017 and March 13, 2019 Municipal Council Meetings; and

WHEREAS, the additional change orders increased the total contract amount to $84,184.00; and

WHEREAS, the City of Jersey City Department of Administration and the Friends of the Loew’s desire to move forward with this Project; and

WHEREAS, HMR Architects has submitted a proposal in the amount of $4,855.00 for additional services: which consist of (1) the revision of the specifications pertaining to fire protection, and (2) modifications to the scope of work to reduce the project cost; and

WHEREAS, P.O. No. 125353 has been increased via Change Order to encumber these additional funds;

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

1. The contract with HMR Architects is amended to increase the contract amount by an additional FOUR THOUSAND EIGHT HUNDRED FIFTY-FIVE AND 00/00 DOLLARS ($4,855.00) for a total contract amount of EIGHTY-NINE THOUSAND THIRTY-NINE DOLLARS ($89,039.00); and

2. The Mayor or Business Administrator is authorized to execute the Second Amendment to the professional services agreement attached hereto.

I, (Elizabeth Castillo), as Acting Chief Financial Officer, hereby certifies that these funds are available for this expenditure in Account No. 04-215-55-838-990, PO# 125353 for payment of the above Resolution.

APPROVED: [Signature]
Business Administrator

APPROVED AS TO LEGAL FORM

Certification Required ☑
Not Required ☐

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 5.8.19

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N.V.-Not Voting (Abstain)

I, Roland 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 A SECOND AMENDMENT TO A CONTRACT TO HMR ARCHITECTS, PA FOR ARCHITECTURAL AND ENGINEERING SERVICES IN CONNECTION WITH THE LOEW'S THEATRE - STANDPIPE AND EMERGENCY LIGHTING IMPROVEMENTS, PROJECT NO. 2013-004 FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF ARCHITECTURE AND THE FRIENDS OF THE LOEWS, INC., A NON-PROFIT CORPORATION

Project Manager
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<tr>
<th>Department/Division</th>
<th>Administration</th>
<th>Architecture</th>
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<tr>
<td>Name/Title</td>
<td>Brian F. Weller, L.L.A., A.S.L.A.</td>
<td>Director</td>
</tr>
<tr>
<td>Phone/email</td>
<td>(201) 547-5900</td>
<td><a href="mailto:Wellerb@jcnj.org">Wellerb@jcnj.org</a></td>
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</tbody>
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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
Additional services of the historic preservation architect of record for the Loew’s Theatre are needed for design program modifications, construction documents and construction administration for improvements to the Standpipe and Emergency Lighting at the Loew’s Theatre.

The Loew’s Jersey Theatre is listed on the State and National Register of Historic Places. Work performed shall comply with the “Secretary of the Interior’s Standards for the Treatment of Historic Properties”. All work shall be subject to review by the New Jersey State Historic Preservation Office.

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

Type of award  Non-Fair and Open
If “Other Exception”, enter type
Additional Information
HMR will perform the following task:

1. Revise/modify Bid Documents for safety improvements;
2. Revise drawings to limit base bid scope of work related to Standpipe;
3. Attend meeting with City Officials; and
4. Bid and Construction Phase Services

Signature of Division Director  Date

ab
DATE : April 25, 2019

TO : Rolando R. Lavarro, Jr., Council President and Members of the Municipal Council

FROM : Brian F. Weller, L.L.A., Director

SUBJECT : Loew’s Theatre - Standpipe and Emergency Lighting
Project No. 2013-004
Re: HMR Architects, P.A.

Attached for your consideration is the Resolution authorizing a second amendment of a contract with HMR Architects, PA in connection with architectural design modifications and construction administration services for the Loew’s Theater - Standpipe and Emergency Lighting Improvements. The work consisted of the following:

- Revise/modify Bid Documents for safety improvements;
- Revise drawings to limit base bid scope of work related to Standpipe;
- Attend meeting with City Officials; and
- Bid and Construction Phase Services

If you need any additional information, please do not hesitate to call.

ab

c: Peter Folgado, Purchasing Agent, RPPO, QPA
Resolution of the City of Jersey City, N.J.

CITY CLERK FILE No. 18-711
AGENDA No. 10-Z-37
APPROVED: JUL. 18 2018

TITLE: RESOLUTION AUTHORIZING AN AMENDMENT TO A CONTRACT WITH HMR ARCHITECTS, PA FOR ARCHITECTURAL AND ENGINEERING SERVICES IN CONNECTION WITH THE LOEW'S THEATRE-STANDPIPE AND EMERGENCY LIGHTING IMPROVEMENTS, PROJECT NO. 2013-004 FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF ARCHITECTURE AND THE FRIENDS OF THE LOEW'S, INC., A NON-PROFIT CORPORATION

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, Resolution 17-563, approved on June 28, 2017, authorized a professional services agreement with HMR Architects, P.A. in the amount of $68,864.00 to provide services in design, construction document and construction administration for the standpipe and emergency lighting improvement at The Loew's Theatre - 54 Journal Square, Jersey City; and

WHEREAS, the project was bid on November 16, 2017 and the sole bid received exceeded the Architects estimate and was subsequently rejected at the December 2017 Municipal Council Meeting; and

WHEREAS, the additional change orders increased the total contract amount to $76,534.00; and

WHEREAS, the City of Jersey City Department of Administration and the Friends of the Loew's (FOL) desire to move forward with this project and it is necessary to extend the contract term for an additional twenty-four (24) months to allow for revisions of bid documents to be publicly bid and construction administration services thereafter; and

WHEREAS, this contract extension is authorized pursuant to N.J.S.A. 40A:11-15(9); and

WHEREAS, HMR Architects has submitted a proposal in the amount of $7,650.00 for additional services: project scope change to delete fire detection; and

WHEREAS, P.O. No. 125353 has been increased via Change Order to encumber these additional funds; and

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

1. The contract with HMR Architects is amended to extend the contract term by an additional twenty-four (24) months effective as of July 24, 2018 and the total contract amount is increased by an additional SEVEN THOUSAND SIX HUNDRED FIFTY AND 00/00 DOLLARS ($7,650.00); and

2. The Mayor or Business Administrator is authorized to execute the First Amendment to the professional services agreement attached hereto.

APPROVED: APPROVED AS TO LEGAL FORM

APPROVED: Corporation Counsel

AGENDA COMMITTEE VOTE ON FINAL PASSAGE 7.18.18

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<td>LAVARO, PRES.</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.

Robert Byrne, City Clerk

COPY
SECOND AMENDMENT TO A PROFESSIONAL SERVICES AGREEMENT WITH
HMR ARCHITECTS, P.A. FOR REVISIONS TO CONSTRUCTION DOCUMENTS AND
CONSTRUCTION ADMINISTRATION FOR THE LOEW’S THEATRE – STANDPIPE
AND EMERGENCY LIGHTING PROJECT

This First Amendment of Agreement is made this _______ day of ___________ 2019 between
the City of Jersey City (City), Friends of Loew’s (FOL) and HMR Architects, P.A. (HMR)
WHEREAS, Resolution 17-563, approved on June 18, 2017 authorized a professional services
agreement with HMR for architectural and engineering services in connection with design,
construction documents and construction administration services for the Loew’s Theatre – Standpipe
and Emergency Lighting (Project); and
WHEREAS, Resolution 17-563 authorized a professional services contract in an amount not to
exceed $68,864.00 and for a term of 12 months that commenced on July 24, 2017; and
WHEREAS, Resolution 18-711 authorized an extension of twenty-four (24) months from July 24,
2018 through July 24, 2020 and the execution of the First Amendment of the contract; and
WHEREAS, additional Change Orders increased the total contract amount from $68,864.00 to
$84,184.00 for additional services that the City requested that were outside the original scope of
services; and
WHEREAS, HMR will be providing the City with construction administration services after the City
awards the Project contract to a contractor; and
WHEREAS, the City and the FOL desire to move forward with this Project; and
WHEREAS, the total contract amount will be increased by an additional $4,855.00 for the revisions
that are needed to the contract documents;
NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein the parties agree as follows:

1. The contract amount is increased by an additional $4,855.00 for a total contract amount not to exceed $89,039.00; and

2. All other terms, covenants, conditions, rights and liabilities of the parties as set forth in the Professional Services Agreement with HMR Architects, P.A. dated July 24, 2017 shall remain in full force and effect.

IN WITNESS WHEREOF, the City of Jersey City by its Mayor or Business Administrator and HMR Architects, P.A. have executed this Second Amendment to the Agreement and affixed their corporate seal thereto the day, month and year first above written.

ATTEST:                      CITY OF JERSEY CITY

ROBERT BYRNE                BRIAN D. PLATT
City Clerk                 Business Administrator

FRIENDS OF THE LOEW’S INC.

BY:______________________

ATTEST:                      HMR ARCHITECTS, P.A.

__________________________
22 April, 2018

Mr. Chris Charas  
City of Jersey City  
Division of Architecture  
13-15 Linden Avenue East  
Jersey City, NJ 07305

Re: Loew's Jersey Theatre  
Proposal for Additional Services: Revise Bid Documents for Re-bid

Dear Chris,

Please find below a proposed fee for additional architectural and engineering services related to revisions to Fire Protection Improvement Documents at the Loew's Jersey Theatre.

Revisions are in response to project scope changes discussed with the City of Jersey City following a meeting at the Office of the Business Administrator on 04/02/19. The Princeton Engineering Group will provide MEP services. Services include the following:

- Attend meeting with City officials
- Revise Drawings to limit base bid to scope of work related to Standpipe
- Identify Alternate scopes of work #1 thru #4, related to emergency lighting
- Revise specifications
- Re-date, re-number all documents for bidding
- Prepare bid documents

Proposed Lump sum fee: $4,855

Please call if you have any questions.

Sincerely,

Eric Holtermann, AIA
PART 1: CERTIFICATION

BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX.

FAILURE TO CHECK ONE OF THE BOXES WILL RENDER THE PROPOSAL NON-RESPONSIVE.

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes 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, 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 Division's website at http://www.state.nj.us/ treasury/fundraising/Chapter25List.pdf. Bidders must review this list prior to completing the below certification. Failure to complete the certification will render a bidder’s proposal non-responsive. If the Director finds a person or entity to be in violation of law, she shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

PLEASE CHECK THE APPROPRIATE BOX:

☐ 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 N.J. 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 skip Part 2 and sign and complete the Certification below.

☐ I am unable to certify as 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 Certification below. Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN

You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the box below.

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<tr>
<th>Name</th>
<th>Relationship to Bidder/Offeror</th>
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<tr>
<td>Description of Activities</td>
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<td>Duration of Engagement</td>
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<tr>
<td>Biddor/Offeror Contact Name</td>
<td>Contact Phone Number</td>
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</table>

Certification: I, being duly sworn, upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity. I acknowledge that the State of New Jersey is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the State to notify the State in writing of any changes to the answers of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the State of New Jersey and that the State at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): Eric Holtermann
Title: Corporate Secretary
Signature: [Signature]
Date: 4/24/2019
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: HM Architects, P.A.
Organization Address: 821 Alexander Rd, Suite 11S, Princeton, NJ 08540

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)

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 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>
</tr>
</thead>
<tbody>
<tr>
<td>Robert W. Russell</td>
<td>88 Rollingwood St, Princeton, NJ 08540</td>
</tr>
<tr>
<td>Eric Holtermann</td>
<td>45 N. Main St, Pennington, NJ 08534</td>
</tr>
</tbody>
</table>


**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 publically 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>
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<th>Website (URL) containing the last annual SEC (or foreign equivalent) filing</th>
<th>Page #’s</th>
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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 Individuals) or Business Address</th>
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</table>
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 contracts 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 misrepresentation of this certification, and if I do so, I am subject to criminal prosecution under 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>Eric Haltermann</th>
</tr>
</thead>
<tbody>
<tr>
<td>Signature:</td>
<td>[Signature]</td>
</tr>
<tr>
<td>Title:</td>
<td>Corp. Sec'y.</td>
</tr>
<tr>
<td>Date:</td>
<td>4/24/2019</td>
</tr>
</tbody>
</table>

SIGNATURE: [Signature]

TITLE: Corporate Secretary

SUBSCRIBED AND SWORN TO BEFORE ME THIS DAY April 24 of 2019

(TYPE OR PRINT NAME OF AFFIANT UNDER SIGNATURE)

NOTARY PUBLIC OF New Jersey

MY COMMISSION EXPIRES: 2019

(Signature)

(NOTE: THIS FORM MUST BE COMPLETED, NOTARIZED AND RETURNED WITH THIS PROPOSAL).

Suzanna K. Reile
NOTARY PUBLIC
State of New Jersey
My Commission Expires 10/07/2019
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

HMR Architects P.A. (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 HMR Architects P.A. (name of business entity) will not make any reportable contributions in violation of Ordinance 08-128.

PART II - Signature and Attestation:

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

Name of Business Entity: HMR Architects P.A.

Signed Eric Holtsmann Title: Corporate Secretary

Print Name Eric Holtsmann Date: 4/25/2019

Subscribed and sworn before me this 24th day of April, 2019. My Commission expires:

Signature

(Affiant) (Print name & title of affiant) (Corporate Seal)

**Pursuant to Section 2 of Ordinance 08-128, no contributions or solicitation of contributions made prior to the effective date Ordinance 08-128 (September 23, 2008) shall be deemed to be a violation of the Ordinance.**
BUSINESS ENTITY DISCLOSURE CERTIFICATION
FOR NON-FAIR AND OPEN CONTRACTS
Required Pursuant To N.J.S.A. 19:44A-20.8
CITY OF JERSEY CITY

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

Steven Pulop 2021
Lavaro for Councilman
Friends of Joyce Watterman
Friends of Daniel Rivera
Ridley for Council

Mira Prinz-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

<table>
<thead>
<tr>
<th>Name of Stock or Shareholder</th>
<th>Home Address</th>
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</thead>
<tbody>
<tr>
<td>Robert W. Russell</td>
<td>84 Rivingwood St, Princeton, NJ 08540</td>
</tr>
<tr>
<td>Eric Holtemann</td>
<td>45 N. Main St, Pennington, NJ 08534</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: Home Architects, PA
Signature of Affiant: [Signature]
Printed Name of Affiant: Eric Holtemann
Date: 4/24/2019

Subscribed and sworn before me this 24th day of
April, 2019

(Witnessed or attested by)

(Seal)

Suzanne K. Radee
NOTARY PUBLIC
State of New Jersey
My Commission Expires 10/17/2019
C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

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

This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.

Part I – Vendor Information

| Vendor Name: | Hunt Architecture, P.A. |
| Address: | 1721 Alexander Road, Suite 115 |
| City: | Princeton |
| State: | NJ |
| Zip: | 08540 |

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.

[Signatures]

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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</thead>
<tbody>
<tr>
<td>N/A</td>
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</table>

☐ 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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<tbody>
<tr>
<td>N/A</td>
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</table>

☐ Check here if the information is continued on subsequent page(s)
EXHIBIT A
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

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

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

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

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

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

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

The contractor or subcontractor agrees to inform 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

Representative's Name/Title (Print): Eric Holtermann, Corporate Sec'y

Representative's Signature: ____________________________

Name of Company: Holtermann, Corporate Sec'y

Tel. No.: 609-452-1070  Date: 4/24/2019
Certification

CERTIFICATE OF EMPLOYEE INFORMATION REPORT 11088

This is to certify that the person or listed entity 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 2013 - 15 JUN 2020

HMR ARCHITECTS, P.A.
821 ALEXANDER ROAD, SUITE 15
PRINCETON, NJ 08540

Andrew P. Skdamon-Ensliff
State Treasurer
APPENDIX A

AMERICANS WITH DISABILITIES ACT OF 1990

Equal Opportunity for Individuals with Disability

The contractor and the ______________ of ______________ (hereafter "owner") do hereby agree that the provisions of Title 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] Eric Holtermann

[Representative's Signature] [Signature]

[Name of Company] HML Architects, P.A.

[Phone No.]: (609) 452-1670 [Date]: 1/29/2019
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: HMC Architects, P.A.
Address: 821 Alexander Rd, Suite 115, Princeton, NJ 08540
Telephone No.: 609-452-1070
Contact Name: Eric Holtermann

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: Huf Archit. P.A.
Address: 21 Alexander Rd. Suite 110, Princeton, NJ 08540
Telephone No.: 609-452-1070
Contact Name: Eric Haltemann

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 Alaska native, defined as follows:

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

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

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

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

Woman Business Enterprise

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

DIVISION OF PURCHASING COPY
TAXPAYER NAME: HMR ARCHITECTS, P.A.
ADDRESS: 821 ALEXANDER ROAD, SUITE 115
PRINCETON NJ 08540-6527
EFFECTIVE DATE: 10/22/01

TRADE NAME: SEQUENCE NUMBER: 0165042
ISSUANCE DATE: 10/26/12

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

Director New Jersey Division of Revenue
RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO UNIVERSAL VENDING MANAGEMENT LLC TO PROVIDE THE CITY OF JERSEY CITY (CITY) WITH VENDING MACHINES UNDER STATE CONTRACT

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, vending machines are needed throughout various City of Jersey City (City) buildings; and

WHEREAS, N.J.S.A. 40A:11-12 of the Local Public Contracts Law authorizes municipalities to use a State Contract; and

WHEREAS, Universal Vending Management LLC, 425 North Avenue East, P.O. Box 130, Westfield, New Jersey 07090 is in possession of State contract 18-GNSV2-00440, and submitted a proposal to provide the City with vending machines; and

WHEREAS, the City receives a commission payment based on net sales from vending machines and there is no cost to the City; and

WHEREAS, the State contract term is for one (1) year effective June 1, 2019; and

WHEREAS, the payment offered to the City under the State contract is better than the payment that the City would receive through the public bidding process (the State contract provides for a monthly commission to the City of 32.6% of net sales and the bid provides for a commission payment to the City of 17% of net sales).

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

1. Pursuant to N.J.S.A. 40A:11-12, a concession contract is awarded to Universal Vending Management LLC to provide the City with vending machines at various City facilities; and

2. The contract term is for one year effective June 1, 2019 and is at no cost to the City because it is a concession contract.

Approved by: Peter Velgado, Director, QPA, RPPO

April 30, 2019

Date

APPROVED: 

APPROVED AS TO LEGAL FORM

Certification Required □

Not Required □

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 5.8.19

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<thead>
<tr>
<th>COUNCILPERSON</th>
<th>AYE</th>
<th>NAY</th>
<th>N.V.</th>
<th>COUNCILPERSON</th>
<th>AYE</th>
<th>NAY</th>
<th>N.V.</th>
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<td>PRINZ-AREY</td>
<td>✓</td>
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<td>BOGGIANO</td>
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<tr>
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<td>SOLOMON</td>
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<td>RIVERA</td>
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<tr>
<td>BOGGIANO</td>
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<td></td>
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<td>WATTEMANN</td>
<td></td>
<td>✓</td>
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<td>LAVARRO, PRES.</td>
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✓ Indicates Vote

N.V.-Not Voting (Abstain)

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 UNIVERSAL VENDING MANAGEMENT LLC TO PROVIDE THE CITY OF JERSEY CITY (CITY) WITH VENDING MACHINES UNDER STATE CONTRACT

Project Manager

<table>
<thead>
<tr>
<th>Department/Division</th>
<th>PUBLIC WORKS</th>
<th>ADMINISTRATIVE SERVICES</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@JCNJ.ORG">STEVEM@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

- To provide the City with vending machines at no cost to the City and will pay the City a monthly commission of 32.6% of net sales.
- The City of Jersey has a need for vending machine services at various locations Citywide.
- State contract number 83672.

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

| None                                      | One year effective June 1, 2019 |

Type of award State Contract

Additional Information

I certify that all the facts presented herein are accurate.

Signature of Department Director

[Signature]

Date 05/01/17

Peter Folgado, CPA, RPO

Date 5/11/19
OFFER AND ACCEPTANCE

TO THE STATE OF NEW JERSEY:
The Undersigned hereby offers and agrees to furnish the goods, products, or services in compliance with all terms of this Master Blanket Purchase Order (Blanket P.O.) (Contract) as defined in Section 2.0 of the Bid Solicitation.

Vendor (Bidder): Universal Vending Management LLC
Address: 425 North Avenue East
City, State, ZIP: Westfield, NJ 07090
Authorized Signature: Bruce Lipkin
Printed Name: Bruce Lipkin

Pursuant to P.L. 2017, c. 95, please indicate whether the Vendor (Bidder) identifies as any of the following as defined in N.J.S.A. §23:19:
- Minority-Owned Business
- Women-Owned Business
- Small Business
- Not Applicable

By signing and submitting this Offer, the Vendor (Bidder) certifies and confirms that:
1. The Vendor (Bidder) has read, understands, and agrees to all terms, conditions, and specifications set forth in the State of New Jersey Standard Terms and Conditions and the provisions set forth in Bid Solicitation Section 4.4.1.1.1 (MacBride Principles Certification), Section 4.4.1.1.2 (No Subcontractor Certification), Section 4.4.1.1.3 (Non-Collusion), and Section 4.4.1.1.4 (New Jersey Business Ethics Guide Certification);
2. The Vendor's (Bidder's) failure to meet any terms and conditions of the Blanket P.O. (Contract) as defined in the Bid Solicitation shall constitute a breach and may result in suspension or debarment from further State bidding;
3. A defaulting Vendor (Contractor) may also be liable, at the option of the State, for the difference between the Blanket P.O. (Contract) price and the price bid by an alternate vendor of the goods or services (in addition to other remedies available); and
4. By signing and submitting this Offer, the Vendor (Bidder) consents to receipt of any and all documents related to this Bid Solicitation and the resulting Blanket P.O. (Contract) by electronic medium or facsimile.

THIS FORM SHOULD BE SIGNED, COMPLETED AND INCLUDED WITH THE VENDOR'S (BIDDER'S) QUOTE.

ADDITIONAL VENDOR (BIDDER) REQUIREMENTS (For State Use Only)

Bid Security Amount: 
Performance Security Amount: 
Payment Security Amount: 
Retainage Percentage: 

For set-aside contracts only, a Vendor (Bidder) must be registered with the N.J. Division of Revenue and Enterprise Services, Small Business Registration and MWBE Certification Services Unit. Please refer to NJ.A.C. 17:13-3.1 & 17:13-3.2 for additional information.

ACCEPTANCE OF OFFER (For State Use Only)
The Offer above is hereby accepted and now constitutes a Blanket P.O. (Contract) with the State of New Jersey. The Vendor (Contractor) is now bound to sell the goods, products, or services listed by the attached Blanket P.O. (Contract) as defined by Section 2.0 of the Bid Solicitation. The Vendor (Contractor) shall not commence any work or provide any good, product, or service under this Blanket P.O. (Contract) until the Vendor (Contractor) complies with all requirements set forth in the Bid Solicitation and receives written notice to proceed.

Blanket P.O. (Contract) Number: 18-GN5U2-00470
Blanket P.O. (Contract) Award Date: 8/15/2018
Blanket P.O. (Contract) Effective Date: 9/11/2015
State of New Jersey Authorized Signature:
Master Blanket Purchase Order 18-GNSV2-00440

**Header Information**

- **Purchase Order Number:** 18-GNSV2-00440
- **Release Number:** 0
- **Status:** 3PS - Sent
- **Fiscal Year:** 2019
- **Organization:** Division of Purchase and Property
- **Department:** DPP - Division of Purchase and Property
- **Alternate ID:**
- **Days ARO:** 0
- **Print Dest Detail:** If Different
- **Catalog ID:**
- **Contact Instructions:**
  - **T Number:** T0644
  - **NJ Cooperative Purchasing:** Yes
  - **Green Blanket PO:** No
  - **Emergency Blanket PO:** No
  - **Small Business Category:** None
  - **Performance Bond Required:** No

- **Purchaser:** Josephine Frew
- **Location:** GNSV1 - General Services 1
- **Entered Date:** 08/15/2018 04:35:17 PM
- **Retainage %:** 0.00%
- **Discount %:** 0.00%
- **Type Code:** RFP/NJCOOP/SC-SBE
- **Control Code:**
- **Discount %:** 0.00%
- **Pcard Enabled:** Yes
- **Actual Cost:** $1.00

**Short Description:** T0644 - Vending Machine Product Sales and Related Services - CBVI

**Receipt Method:** Dollars

https://www.njstart.gov/bsl/external/purchaseorder/poSummary.sdo?docId=18-GNSV2-00... 4/30/2019
<table>
<thead>
<tr>
<th>ITEM</th>
<th>PRICE</th>
</tr>
</thead>
<tbody>
<tr>
<td>All Standard/Small Candy</td>
<td>$1.25</td>
</tr>
<tr>
<td>All Large Candy</td>
<td>$1.50</td>
</tr>
<tr>
<td>Large Peg Bags</td>
<td>$1.50</td>
</tr>
<tr>
<td>Large Single Serve Chips</td>
<td>$1.00</td>
</tr>
<tr>
<td>All Cookies</td>
<td>$1.25</td>
</tr>
<tr>
<td>Fresh Pastry</td>
<td>$1.50</td>
</tr>
<tr>
<td>Gum/Mints (small)</td>
<td>$0.75</td>
</tr>
<tr>
<td>Gum/Mints (large)</td>
<td>$1.25</td>
</tr>
<tr>
<td>12 oz. Can Soda</td>
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</tr>
<tr>
<td>20 oz. Bottles (soda and water)</td>
<td>$1.75</td>
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<tr>
<td>Energy &amp; Other Specialty Bottled Drinks</td>
<td>Market Price</td>
</tr>
<tr>
<td>Energy &amp; Other Specialty Bars/ Snacks</td>
<td>Market Price</td>
</tr>
<tr>
<td>All Food &amp; Hot Beverage Items</td>
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**NOTE:** All items must be name brand, nationally recognized items.
Master Blanket/Contract Begin Date: 09/01/2018  Master Blanket/Contract End Date: 08/31/2021  
Cooperative Purchasing Allowed: Yes

<table>
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<tr>
<th>Organization</th>
<th>Department</th>
<th>Dollar Limit</th>
<th>Dollars Spent to Date</th>
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<tr>
<td>AGENCY - Division of Purchase and Property</td>
<td>AGY - Agency Umbrella Master Control</td>
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<td>CBVI - Commission for the Blind and Visually Impaired</td>
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**Item Information**

Print Sequence # 1.0, Item # 1: Vending Machine Services - Firm Fixed Commission Rebate

Percentage of Net Sales Blanket P.O. Year 1 - 34.1%

NiGP Code: 961-15
Concessions, Catering, Vending: Mobile and Stationary (See Class 905 for Airport Concessions)

Bid # / Bid Item #: 18DPP00204 / 1 Quote # / Quote Item #: 00002262-R1 / 1

<table>
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<th>Receipt Method</th>
<th>Qty</th>
<th>Unit Cost</th>
<th>UOM</th>
<th>Discount %</th>
<th>Total Discount Amt.</th>
<th>Tax Rate</th>
<th>Tax Amount</th>
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<tbody>
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Manufacturer: Brand: Model: Packaging:

Print Sequence # 2.0, Item # 2: Vending Machine Services - Firm Fixed Commission Rebate

Percentage of Net Sales Blanket P.O. Year 2 - 33.5%

NiGP Code: 961-15
Concessions, Catering, Vending: Mobile and Stationary (See Class 905 for Airport Concessions)

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<tbody>
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<td>Net - Net</td>
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Manufacturer: Brand: Model: Packaging:
Print Sequence # 3.0, Item # 3: Vending Machine Services - Firm Fixed Commission Rebate
Percentage of Net Sales Blanket P.O. Year 3 - 33.2%

NIGP Code: 961.15
Concessions, Catering, Vending: Mobile and Stationary (See Class 905 for Airport Concessions)

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<th>UOM</th>
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</thead>
<tbody>
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<td></td>
<td>$0.00</td>
<td>$0.00</td>
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</table>

Manufacturer: 
Brand: 
Model: 
Make: 
Packaging: 

Exit

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SONJ_SONJ_PROD_BUYSPEED_2_bso
Primary Vendor Information & PO Terms

Vendor: V00004300 - UNIVERSAL VENDING MANAGEMENT LLC
Melanie Marano
425 North Avenue East
Westfield, NJ 07090
US
Email: SALES@UVMWEB.COM
Phone: (908)555-0053

Payment Terms:

Shipping Method:

Shipping Terms:

Notifications

Purchase Order

Acknowledged Date/Time

08/17/2018 02:32:24 PM

Master Blanket/Contract Vendor Distributor List

<table>
<thead>
<tr>
<th>Vendor ID</th>
<th>Vendor Name</th>
<th>Preferred Delivery Method</th>
<th>Vendor Distributor Status</th>
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<tr>
<td>V00004300</td>
<td>UNIVERSAL VENDING MANAGEMENT LLC</td>
<td>Email</td>
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</table>

https://www.njstart.gov/bso/external/purchaseorder/poSummary.sdo?docId=18-GNSV2-00... 4/30/2019
Resolution of the City of Jersey City, N.J.

Resolution Recognizing Keep Jersey City Beautiful Advisory Committee and Ward Leaders For Their Volunteer Efforts as Part of the 2019 Great Jersey City Clean-Up

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

WHEREAS, in 2019, as a way to commemorate Earth Day, the City of Jersey City partnered with Keep Jersey City Beautiful and joined with more than 20,000 other municipalities nationwide to begin holding an annual city-wide cleanup day, now known as the Great Jersey City Clean-Up; and

WHEREAS, for the 2019 Great Jersey City Clean-Up, organizations, institutions, nonprofits, and Jersey City residents from each of the six Wards pledged to clean and beautify designated tracts of land, rights-of-way, parks, sidewalks, and streets on Saturday, April 14th; and

WHEREAS, as a result of the efforts of the volunteers who took part in the 2019 Great Jersey City Clean-Up, 20 tons of garbage and 3 yards of recycling cardboard were removed from public places by over 2,000 volunteers from more than 50 different organizations; and,

WHEREAS, The Keep Jersey City Beautiful Advisory Committee and Ward Leaders met near the end of 2018 to plan for the 4th annual city wide beautification effort. The Committee consisted of members from each Ward, the Parks Coalition, and representatives from the Department of Public Works.

NOW, THEREFORE, BE IT RESOLVED that the Members of the Jersey City Municipal Council hereby commend and thank The Keep Jersey City Beautiful Advisory Committee and Ward Leaders for their tremendous volunteer efforts for this annual city wide event.

APPROVED:  
APPROVED:

Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel

Certification Required □

Not Required □

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 5.8.19

<table>
<thead>
<tr>
<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>
</tr>
<tr>
<td>PRINZAREY</td>
<td>✓</td>
<td></td>
<td></td>
</tr>
<tr>
<td>BOGGANO</td>
<td>✓</td>
<td></td>
<td></td>
</tr>
<tr>
<td>YUN</td>
<td></td>
<td>✓</td>
<td></td>
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<tr>
<td>SOLOMON</td>
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<td></td>
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<tr>
<td>ROBINSON</td>
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<td>✓</td>
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</tr>
<tr>
<td>RIVERA</td>
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<td></td>
<td>✓</td>
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<tr>
<td>WATTERMAN</td>
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</tr>
<tr>
<td>LAVARRO, PRES.</td>
<td></td>
<td></td>
<td>✓</td>
</tr>
</tbody>
</table>

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

Rolando R. Lavaro, Jr., President of Council

Robert Byrne, City Clerk
A RESOLUTION ESTABLISHING AN AD HOC COMMITTEE OF THE JERSEY CITY MUNICIPAL COUNCIL TO INVESTIGATE AND REPORT ON POSSIBLE CHANGES TO THE PROPOSED LEGISLATION REGULATING SHORT-TERM RENTALS IN THE CITY OF JERSEY CITY

COUNCIL

WHEREAS, on April 24, 2019, the Municipal Council of the City of Jersey City introduced Ordinance 19-045 which, if adopted, would impose new restrictions on short-term rentals within Jersey City; and

WHEREAS, this proposal has generated a great amount of public outcry, both for and against; and

WHEREAS, pursuant to Section A350-22 of the Municipal Code and the Faulkner Act, N.J.S.A. 40:69A-37.1, the Municipal Council of the City of Jersey City by a majority of the whole Council, may designate any number of its members as an ad hoc committee to investigate any matter and to report to the Council, provided the Committee is of limited duration and concerns itself only with issues within its jurisdiction; and

WHEREAS, the Council has determined that it will form an ad hoc committee of 5 of its members to investigate and report possible changes to the proposed legislation regulating short-term rentals within Jersey City.

NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of the City of Jersey City that: Pursuant to N.J.S.A. 40A:69A-37.1, the Municipal Council of the City of Jersey City hereby establishes an ad hoc committee to consist of the following 5 members to investigate and report possible changes to the proposed legislation regulating short-term rentals within Jersey City and to make findings and report on the matter to the Municipal Council as a whole, no later than 30 days from the date hereof:

1. 
2. 
3. 

Please see attached

APPROVED: [Signature] 
Business Administrator

APPROVED AS TO LEGAL FORM: [Signature] 
Corporation Counsel

Certification Required □ 
Not Required □ 
APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 5.8.19

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<th>AYE</th>
<th>NAY</th>
<th>N.V.</th>
</tr>
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<tbody>
<tr>
<td>RIDLEY</td>
<td>✓</td>
<td></td>
<td></td>
<td>YUN</td>
<td>✓</td>
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<tr>
<td>PRINZAREY</td>
<td>✓</td>
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<td>SCOLOMON</td>
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<td></td>
<td></td>
<td>WATTERMAN</td>
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</tr>
<tr>
<td>BOGGIANO</td>
<td>✓</td>
<td></td>
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<td>ROBINSON</td>
<td>✓</td>
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<td></td>
<td>LAVARRO, PRES.</td>
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<td></td>
</tr>
</tbody>
</table>

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

Rolando R. Lumaio, Jr., President of Council

Robert Byrne, City Clerk
The Ad Hoc committee will consist of City Council Members:
Council President, Rolando Lavarro, Jr.
Ward B, Councilwoman Mira Prinz-Arey
Ward C, Councilman Richard Boggiano
Ward D, Councilman Michael Yun
Ward E, Councilman James Solomon