RESOLUTION AUTHORIZING AN EMERGENCY TEMPORARY APPROPRIATION

WHEREAS, it is necessary to provide an additional appropriation in the Calendar Fiscal Year 2017 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 2017 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 2017 pursuant to the provisions of N.J.S.A. 40A:4-19,20, including this resolution, totals $239,576,646.00

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

1. An emergency temporary appropriation is hereby created for:

<table>
<thead>
<tr>
<th>ACCOUNT NUMBER</th>
<th>ACCOUNT</th>
<th>FROM</th>
<th>TO</th>
</tr>
</thead>
<tbody>
<tr>
<td>01-201-21-180 OE</td>
<td>CITY PLANNING</td>
<td>$2,158.00</td>
<td>$6,000.00</td>
</tr>
<tr>
<td>01-201-26-292 OE</td>
<td>SANITATION</td>
<td>$353,300.00</td>
<td>$700,000.00</td>
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<tr>
<td>GRANT ACCOUNT</td>
<td>NEW JERSEY HEALTHY CORNER STORE INITIATIVE</td>
<td>$0.00</td>
<td>$5,000.00</td>
</tr>
<tr>
<td></td>
<td><strong>TOTAL</strong></td>
<td><strong>$355,542.00</strong></td>
<td></td>
</tr>
</tbody>
</table>

2. Said emergency temporary appropriation will be provided for in the Calendar Fiscal Year 2017 Municipal Budget.

APPROVED:

APPROVED AS TO LEGAL FORM:

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 2.22.17

<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>NAY</th>
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<tr>
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<td>YUN</td>
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<td>RIVERA</td>
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<tr>
<td>GADSDEN</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td>OSBORNE</td>
<td>✓</td>
<td>√</td>
<td>✓</td>
<td>WATTERMAN</td>
<td>✓</td>
<td>√</td>
<td>✓</td>
</tr>
<tr>
<td>BOGGIANO</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td>ROBINSON</td>
<td>✓</td>
<td>√</td>
<td>✓</td>
<td>LAVARRO, PRES</td>
<td>✓</td>
<td>√</td>
<td>✓</td>
</tr>
</tbody>
</table>

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

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

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

| ET (RESOLUTION AUTHORIZING AN EMERGENCY TEMPORARY APPROPRIATION) |

Initiator

<table>
<thead>
<tr>
<th>Department/Division</th>
<th>Administration</th>
<th>Management and Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name/Title</td>
<td>John Metro</td>
<td><a href="mailto:jMetro@jcnj.org">jMetro@jcnj.org</a></td>
</tr>
<tr>
<td>Phone/email</td>
<td>201-547-5042</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

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.

02/14/2017
RESOLUTION AMENDING CALENDAR YEAR 2016 APPROPRIATION RESERVE TRANSFERS

COUNCIL, adoption of the following resolution:

offered and moved

WHEREAS, on February 08, 2017, the Municipal Council of the City of Jersey City adopted Resolution 17-072; and,

WHEREAS, this resolution authorized a Calendar Year 2016 appropriation reserve transfer from account number 01-203-26-291 in the amount of $114,423.00; and,

WHEREAS, the incorrect account number was used and the appropriation reserve transfer in the amount of $114,423.00 should have been authorized from account number 01-203-31-430; and,

NOW THEREFORE, BE IT RESOLVED by the Municipal Council of the City of Jersey City that Resolution 17-072 is hereby amended to correct the appropriation reserve transfer from account number 01-203-26-291 to account number 01-203-31-430; and,

BE IT FURTHER RESOLVED, the Municipal Council of the City of Jersey City that the Comptroller is hereby authorized to make the CY 2016 budgetary appropriation reserve transfer from account number 01-203-31-430 in the amount of $114,423.00, in accordance with N.J.S.A. 40A:4-59, two thirds of the full membership of the Municipal Council concurring.

APPROVED:

APPROVED AS TO LEGAL FORM

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 2.22.17

<table>
<thead>
<tr>
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<th>N.V.</th>
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<th>NAY</th>
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<td>N.V.</td>
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<td>N.V.</td>
<td>N.V.</td>
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<td>N.V.</td>
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<td>N.V.</td>
<td>N.V.</td>
<td>N.V.</td>
<td>ROBINSON</td>
<td>N.V.</td>
<td>N.V.</td>
<td>N.V.</td>
<td>LAVARRO, PRES</td>
<td>N.V.</td>
<td>N.V.</td>
<td>N.V.</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.
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Full Title of Ordinance/Resolution

RESOLUTION AMENDING CALENDAR YEAR 2016 APPROPRIATION RESERVE TRANSFERS

Initiator

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<th>Department/Division</th>
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<tbody>
<tr>
<td>Name:</td>
<td>JOHN METRO</td>
<td></td>
</tr>
<tr>
<td>Phone/email</td>
<td>201-547-5042</td>
<td><a href="mailto:jmmetro@jcnj.org">jmmetro@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

AMENDMENT TO CORRECT APPROPRIATION RESERVE TRANSFER, FROM ACCOUNT 01-203-26-291 TO ACCOUNT 01-203-31-430

I certify that all the facts presented herein are accurate.

February 15, 2017
RESOLUTION (1) INTRODUCING AND APPROVING THE 2017 BUDGET OF THE JACKSON HILL MAIN STREET SPECIAL IMPROVEMENT DISTRICT; (2) DIRECTING THE CITY CLERK TO PUBLICLY ADVERTISE THE BUDGET AND SCHEDULE A PUBLIC HEARING; AND (3) DIRECTING THE TAX ASSESSOR TO PREPARE AN ASSESSMENT ROLL OF PROPERTIES WITHIN THE DISTRICT BASED UPON THE BUDGET

COUNCIL offered and moved adoption of the following Resolution:

WHEREAS, pursuant to N.J.S.A. 40:56-71 et seq., and by the adoption of Ordinance 11-152 the City of Jersey City established the Jackson Hill Main Street Management Corporation Special Improvement District (JHMSMC) to be operated by the Jackson Hill Main Street Special Improvement District Management Corporation; and

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

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

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

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

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

WHEREAS, upon approval of the budget the Tax Assessor is required to prepare an assessment roll listing the properties to 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 Jackson Hill Main Street Special Improvement District has submitted its 2017 fiscal year budget, January 1, 2017 – December 31, 2017 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 2017 fiscal year budget, January 1, 2017 – December 31, 2017 of the Jackson Hill Main Street Special Improvement District, attached hereto as Exhibit A, was approved by the Jackson Hill Main Street Special Improvement District at its February 1, 2017 meeting;

2. The budget as submitted to the City is hereby retroactively introduced and approved, subject to a public hearing prior to adoption.
Continuation of Resolution
City Clerk File No. Res. 17-139
Agenda No. 10.C FEB 22 2017

TITLE:

3. The Tax Assessor is directed to do the following:
   (a) prepare an assessment roll specifying the amounts specifically assessed against each benefitted and assessable property in the District in proportion to the benefit conferred, based upon the approved budget in accordance with the procedures prescribed in N.J.S.A.40:56-80(c). Such assessment roll shall include a description of each property and the names of the owners; and
   (b) file the assessment roll in the Office of the City Clerk to be available for public inspection.

4. The City Clerk is directed to do the following:
   (a) schedule a public hearing on the budget and the amount of the assessments not less than 28 days from the date of this Resolution;
   (b) at least 10 days prior to the date of the hearing public (i) a notice setting the time and place of the public hearing on the budget and amounts of the special assessments; and (ii) a copy of the entire budget in a newspaper of general circulation;
   (c) at least 10 days prior to the date the notice is published, send a copy of the notice of public hearing to the named owners of each property proposed to be assessed; and
   (d) at least 10 days before the date of the scheduled hearing (i) post a complete copy of the approved budget in City Hall in the customary location for posting public notices; (ii) post a complete copy of the assessment roll in City Hall in the customary location for posting public notices; and (iii) make available a copy of the budget to any person requesting it up to and including the date of the public hearing.

5. Upon approval of the assessment roll with any changes approved by the Council, the City Clerk shall immediately certify a copy of the assessment roll to the County Tax Board to be effective as of January 1, 2017.

APPROVED:

APPROVED AS TO LEGAL FORM

Certification Required □ Not Required □

INDICATES VOTE

N.V. - Not Voting (Abstain)

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

[Signatures]

Robert Byrne, City Clerk
# Proposed Fiscal Year Budget 2017

## Revenues

<table>
<thead>
<tr>
<th>Description</th>
<th>2017 Budget</th>
<th>2016 Budget</th>
<th>Actuals</th>
</tr>
</thead>
<tbody>
<tr>
<td>SID Assessment</td>
<td>$244,100</td>
<td>$244,100</td>
<td>$244,100</td>
</tr>
<tr>
<td>Jackson Hill Honors</td>
<td>$5,000</td>
<td>$9,000</td>
<td>$6,085</td>
</tr>
<tr>
<td>Jackson Hill Street Festival</td>
<td>$14,000</td>
<td>$5,000</td>
<td>$12,453</td>
</tr>
<tr>
<td>Jackson Hill Holiday Mart</td>
<td>$5,000</td>
<td>$17,000</td>
<td>$0</td>
</tr>
<tr>
<td>Grants</td>
<td>$86,000</td>
<td>$5,000</td>
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</tr>
<tr>
<td>Turkey Drive</td>
<td></td>
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</tr>
<tr>
<td>Interest on Savings</td>
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<td></td>
<td>$58</td>
</tr>
</tbody>
</table>

**Total Revenues:** $354,100

## Expenses

### Administrative/Management

<table>
<thead>
<tr>
<th>Description</th>
<th>2017 Budget</th>
<th>2016 Budget</th>
<th>Actuals</th>
</tr>
</thead>
<tbody>
<tr>
<td>Salaries/Benefits</td>
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<td>$89,250</td>
<td>$89,930</td>
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<tr>
<td>Grant Writing Consultant</td>
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<tr>
<td>Insurance</td>
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<td>$3,090</td>
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<tr>
<td>Rent</td>
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<td>$14,400</td>
<td>$14,400</td>
</tr>
<tr>
<td>Repairs &amp; Maintenance</td>
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<td>$500</td>
<td>$400</td>
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<tr>
<td>Accounting/Audit</td>
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<td>$6,400</td>
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<tr>
<td>Utilities</td>
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<td>$2,389</td>
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<tr>
<td>Telephone/Internet</td>
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<td>Postage</td>
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<td>$446</td>
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<td>Office Supplies/Equip</td>
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<td>$1,717</td>
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<tr>
<td>Computer Software</td>
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<tr>
<td>Business Registration Fees</td>
<td>$200</td>
<td>$200</td>
<td>$175</td>
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</table>

### Appearance/Maintenance

<table>
<thead>
<tr>
<th>Description</th>
<th>2017 Budget</th>
<th>2016 Budget</th>
<th>Actuals</th>
</tr>
</thead>
<tbody>
<tr>
<td>Holiday Decorations on Corridor</td>
<td>$4,000</td>
<td>$2,000</td>
<td>$3,400</td>
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<tr>
<td>Street Cleaning/Maintenance</td>
<td>$101,500</td>
<td>$101,500</td>
<td>$101,500</td>
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<tr>
<td>Beautification Program</td>
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### Marketing

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<thead>
<tr>
<th>Description</th>
<th>2017 Budget</th>
<th>2016 Budget</th>
<th>Actuals</th>
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</thead>
<tbody>
<tr>
<td>Newsletter</td>
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<tr>
<td>Website</td>
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<tr>
<td>Promotions/Printing</td>
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### Jackson Hill Special Events

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<thead>
<tr>
<th>Description</th>
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<th>2016 Budget</th>
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</thead>
<tbody>
<tr>
<td>Workshops/Travel</td>
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<tr>
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<tr>
<td>Jackson Hill Honors</td>
<td>$5,000</td>
<td>$5,600</td>
<td>$7,315</td>
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<tr>
<td>Jackson Hill Street Festival</td>
<td>$8,000</td>
<td>$6,000</td>
<td>$10,002</td>
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<tr>
<td>JH Holiday Mart/Tree Lighting</td>
<td>$5,000</td>
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</tr>
</tbody>
</table>

**Total Expenses:** $354,100

**Surplus/Deficit:** $0

## Annualized 2016

<table>
<thead>
<tr>
<th>Description</th>
<th>2017 Budget</th>
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<td></td>
<td>$58</td>
</tr>
</tbody>
</table>

**Total Revenues:** $288,930

**Surplus/Deficit:** $33,345
RESOLUTION AUTHORIZING THE RENEWAL OF A SHARED SERVICES AGREEMENT PURSUANT TO THE UNIFORMED SHARED SERVICES CONSOLIDATION ACT, N.J.S.A. 40A:65-1 ET SEQ., FOR THE CITY OF JERSEY CITY TO PROVIDE OFF-DUTY POLICE SERVICES TO THE JERSEY CITY HOUSING AUTHORITY

WHEREAS, the Uniformed Shared Services Consolidation Act, N.J.S.A. 40A:65-1 et seq., authorizes agreements between a municipality and a public housing authority to provide services to each other; and

WHEREAS, in order to enhance the safety and security of residents, the Jersey City Housing Authority (JCHA) required the assistance of the Police Division of the City of Jersey City Department of Public Safety by providing the services of off-duty police officers; and

WHEREAS, Resolution 15.644 approved on September 9, 2015 authorized a shared services agreement between the City of Jersey City (City) and the JCHA for a term of one year effective October 1, 2015; and

WHEREAS, the City and the JCHA desire to renew the shared services agreement for an additional one year effective January 9, 2017 through January 8, 2018; and

WHEREAS, the JCHA agrees to pay each off-duty Police Officer at a rate of $30.00 per Officer/per hour with the total amount of the contract not to exceed $325,000.00;

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

1) The Mayor or Business Administrator is authorized to execute the Renewal Agreement attached hereto with the JCHA for providing the JCHA with the services of off-duty Police Officers subject to the following minimum terms and conditions:

a. The term of the Renewal Agreement shall be effective January 9, 2017 and shall end on January 8, 2018.

b. The JCHA shall pay off-duty Police Officers at a rate of $30.00 per hour/per Officer for a total contract amount not to exceed $325,000.00;
RESOLUTION AUTHORIZING THE RENEWAL OF A SHARED SERVICES AGREEMENT PURSUANT TO THE UNIFORMED SHARED SERVICES CONSOLIDATION ACT, N.J.S.A. 40A:65-1, ET SEQ., FOR THE CITY OF JERSEY CITY TO PROVIDE OFF-DUTY POLICE SERVICES TO THE JERSEY CITY HOUSING AUTHORITY

2) A copy of the Shared Services Agreement dated August 11, 2015 and this Renewal Agreement shall be filed with the New Jersey Division of Local Government Services and copies shall be available for inspection at the Office of the City Clerk.

1-25-17
jm

APPROVED:  
Corporation Counsel

APPROVED AS TO LEGAL FORM
Certification Required ☑
Not Required ☒

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 2-22-17

<table>
<thead>
<tr>
<th>COUNCILPERSON</th>
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<th>N.V.</th>
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<td>YUN</td>
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<td>RIVERA</td>
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<td></td>
<td>☑</td>
<td>ROBINSON</td>
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<td></td>
<td>☑</td>
<td>LAVARRO, PRES.</td>
<td>☑</td>
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☑ Indicates Vote  
N.V.-Not Voting (Abstain)

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

Rodrigo R. Lavarrro, Jr., President of Council

Robert Byrne, City Clerk
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Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING THE RENEWAL OF A SHARED SERVICES AGREEMENT PURSUANT TO THE UNIFORMED SHARED SERVICES CONSOLIDATION ACT, N.J.S.A. 40A:65-1 ET SEQ., FOR THE CITY OF JERSEY CITY TO PROVIDE OFF-DUTY POLICE SERVICES TO THE JERSEY CITY HOUSING AUTHORITY

Initiator

<table>
<thead>
<tr>
<th>Department/Division</th>
<th>PUBLIC SAFETY</th>
<th>POLICE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name/Title</td>
<td>JAMES SHEA</td>
<td>PUBLIC SAFETY DIRECTOR</td>
</tr>
<tr>
<td>Phone/email</td>
<td>201-547-4239</td>
<td><a href="mailto:JSHEA@NJJCPS.ORG">JSHEA@NJJCPS.ORG</a></td>
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</tbody>
</table>

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

Resolution Purpose

AGREEMENT FOR OFF DUTY POLICE SERVICES WITH THE JERSEY CITY HOUSING AUTHORITY

I certify that all the facts presented herein are accurate.

Signature of Department Director

Date
Mr. Robert Kakoleski  
Business Administrator  
City of Jersey City  
City Hall  
280 Grove Street  
Jersey City, NJ 07302  

Re: Shared Services Agreement:  
For Off-Duty Police Officers at Jersey City Housing Authority Developments 

Dear Mr. Kakoleski: 

Please find attached the agreement and four (4) signature pages for the services of Off-Duty Police Officers which was approved at our December 14, 2016 Board of Commissioners meeting for the period January 9, 2017 through January 8, 2018.

Please sign and return the agreement as soon as possible so that a fully executed contract may be forwarded to your office.

We look forward to our continued partnership.

Thank you. 

Very truly yours,

Kenneth Pinnock, Jr.  
Purchasing Agent

Attachments  
xc: J. Corin/file  

[Stamp: RECEIVED  JAN 17 2017]
SHARED SERVICES AGREEMENT BETWEEN
THE JERSEY CITY HOUSING AUTHORITY & THE CITY OF JERSEY CITY

This Agreement made the __9__ day of __January__, 2017 between the __CITY OF JERSEY CITY__ (hereinafter referred to as "the City"), a Municipal Corporation of the State of New Jersey, with offices at City Hall, 280 Grove Street, Jersey City, New Jersey 07302, and the __JERSEY CITY HOUSING AUTHORITY__, (hereinafter referred to as "the Housing Authority"), a public corporation of the State of New Jersey, with offices at 400 U.S. Highway #1, Jersey City, New Jersey 07306.

RECITALS

WHEREAS, the Uniform Shared Services Consolidation Act, N.J.S.A. 40A:65-l et seq., authorizes agreements between a municipality and public housing authority to provide services to each other; and

WHEREAS, in order to enhance the safety and security of its residents, the Housing Authority requires the assistance of the Police Division of the Jersey City Public Safety Department (hereinafter referred to as "JCPD"); and

WHEREAS, the Housing Authority requests Off-Duty Police Officers to help foster and promote the Housing Authority's One Strike Policy and serve as a liaison with the JCPD; and

WHEREAS, the Housing Authority and the City desire to enter into this Shared Services Agreement for the City to provide the Housing Authority with Off-Duty Police Officers as more fully detailed in this Agreement;

WHEREAS, the term of this Shared Services Agreement shall be for one (1) year effective January 9, 2017 and may be renewed by mutual consent of the parties as more fully detailed in this Agreement; and

WHEREAS, the Housing Authority agrees to the pay the City for such services through an escrow account established through the City's Office of Off-Duty Employment in compliance with Attorney General Formal Opinion 1977- No. 23 (attached); and

WHEREAS, the hourly cost per Off-Duty Police Officer shall be based on a rate of $30/hour per officer as set forth in the Jersey City Ordinance governing Police Off-duty employment with the understanding that the total amount of this contract shall not exceed $325,000.

NOW, THEREFORE, in consideration of the promises and of the mutual covenants, agreements, terms and conditions herein set forth, and of the undertakings of each party to the other, the parties hereto each binding itself, its successors and assigns, do mutually covenant, promise and agree as follows:
Article 1
Purpose of Agreement

The purpose of this Agreement is for the City to provide the Housing Authority with Off-Duty Police Officers to help foster and promote the Housing Authority's One Strike Policy and serve as a liaison with the JCPD.

Article 2
Scope of Services

The term of this Agreement is for one (1) year effective January 9, 2017 through January 8, 2018.

1. (A) The Housing Authority agrees to contract with the City during the course of this Agreement for the administration of Off-Duty Police Officers at each public housing development throughout each week with varied days and times. However, it is understood that the Off-Duty Police Officers assigned to a JCHA property may call regular police patrol officers to assist with arrests at no additional cost.

   (B) For specific events at the housing developments that may require an increased police Presence. The Housing Authority agrees to contract for additional police presence with a minimum of 24 hours advance notice.

2. The Housing Authority agrees to provide the following to the JCPD at no cost, including but not limited to:

   • Available office space and vacant residential units for surveillance purposes.
   • Access to security cameras which are linked to non-CCTV and CCTV surveillance network for police purposes, which are currently monitored by the JCPD.
   • Collaboration with the JCPD on grant applications, initiatives, programs, etc. that address the safety and security of JCHA residents, as requested.

3. The JCPD agrees to provide the following to the Housing Authority at no cost, including but not limited to:
- A liaison between the JCPD and the Housing Authority.

- Daily arrest bulletins.

- Detailed police reports for Housing Authority’s Public Housing and Section 8 Programs.

- Statistics and/or reports of criminal activity for specific locations on or near Housing Authority housing developments for the purpose of grant applications, HUD filings, etc. as needed.

- Surveillance/Investigation reports at Housing Authority housing developments.

- Special police details in conjunction with city-wide initiatives (i.e. Anti-Crime/Drug, Weapons Collections, etc.).

- Attendance at community meetings with residents and/or Asset Managers to discuss relevant issues and address community concerns.

4. The parties mutually consent to having the option to renew this shared services agreement for a one (1) year term, commencing at the expiration of the initial term. The option to renew is conditioned upon either party delivering written notices to exercise its renewal option not later than thirty (30) days prior to the expiration of the initial term.

5. The parties mutually consent to having the option to terminate this Agreement upon delivering written notice at least thirty (30) days prior to the anticipated termination date of this Agreement.

6. This Agreement is herein acknowledged and accepted on behalf of the City and the Housing Authority.

**Article 3**

**Term of Agreement**

The term of this Agreement shall be twelve (12) months effective as of January 9, 2017.
Article 4
Compensation and Payment

1. As compensation for providing these services, the Housing Authority agrees to pay the City on a rate of $30/hour per officer as set forth in the Jersey City Ordinance governing Police Off-duty employment with the understanding that the total amount of this contract shall not exceed $325,000.

2. The JCHA agrees to pay the City as full compensation for services to be rendered under this contract and requires the JCPD liaison to keep time records and submit monthly bills by the 10th of the month with a yearly-upset limit not to exceed $325,000.

3. Payments will be made approximately within thirty (30) to forty-five (45) calendar days. Invoices and/or timesheets shall be submitted on a monthly basis, even if there is no activity, with each invoice accompanied by a status report of all activities, including the name(s) of the officers and dates and times they worked at the sites. Invoices shall be sent to the Executive Director or designee for review and approval.

Article 5
Contractual Relationship

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

2. The City 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 police practices to assure that all services are adequate and appropriate for the purposes intended.

Article 6
Arbitration

If any disputes or claims arising out of this Agreement or breach thereof cannot be resolved by the parties, then they shall be decided upon by a mutually agreed upon single arbitrator appointed in accordance with the rules of the American Arbitration Association. The Arbitrator shall be bound by the terms of this Agreement and shall issue a written opinion explaining the reasons for his award. The Arbitrator's decision shall not be subject to appeal. The Arbitrator's fee and/or expenses shall be shared equally by the parties.
Article 7
Assignment

Neither party to this Agreement shall make an assignment or transfer of this Agreement or assign or transfer any part of the work under this Agreement without the written consent of the other party. This Agreement shall be binding upon the parties hereto, their heirs, executors, legal representatives and assigns.

Article 8
Choice of Law

This Agreement shall be deemed to have been made, executed and delivered in the State of New Jersey. The terms and conditions of this Agreement shall be construed in accordance with the laws of the State of New Jersey in compliance with Attorney General Formal Opinion 1977-No. 23, and the applicable Jersey City Ordinance governing Police Off-duty employment.

Article 9
Modification

The parties hereto reserve the right subject to mutual assent to modify the terms and conditions as herein contained, as necessary and as evidenced by a written formally executed Addendum to the Agreement.

Article 10
Entire Agreement

This Agreement constitutes the entire Agreement between the City and the Housing Authority. It supersedes all prior or contemporaneous communications, representations of Agreement whether oral or written with respect to the subject matter thereof and has been induced by no representations, statements or agreements other than 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.

Article 11
Counter-Parts

This Agreement shall be executed in four (4) counter-parts, each of which shall be deemed to be an original and such counter-parts shall constitute one and the same document.
Article 12
Paragraph Headings

The paragraph headings in this Agreement are for convenience only; they form no part of this agreement and shall not affect its interpretation.

Article 13
Severability

If any provision of this Agreement shall be held to be invalid, illegal or unenforceable, such determination shall not affect or impair any other provision of this Agreement.

Article 14
Indulgences

Neither the failure nor any delay on the part of any party hereto to exercise any right, remedy, power, or privilege (collectively “rights”) under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right preclude any other or further exercise of the same or of any other right, or, with respect to any occurrence, be construed as a waiver of such right with respect to any other occurrence.

Article 15
Non-Discrimination

In all hiring or employment made possible by or resulting from this Agreement, there shall not be any discrimination against any employee or applicant for employment because of race, color, national origin, sex, religion, familial status, or disability. This requirement shall apply, but not be limited to, the following:

- Employment upgrading, demotion or transfer, recruitment or recruitment advertising, rates of pay or other forms of compensation.

No personnel shall, on the grounds of race, color, national origin, sex, religion, familial status, or disability be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity made possible by or resulting from this Agreement.

Article 16
Hold Harmless & Indemnity

The City and the JCPD shall hold and save the JCHA, its officers and agents, free and harmless from liability of any nature occasioned by the City or the JCPD’s performance
under this Agreement. The City and the JCPD shall be responsible for all damages to persons or property that occurs as a result of the negligence of the Off-Duty Police Officers engaged in the scope of services pursuant to this Agreement. The Off-Duty Police Officers hired pursuant to this Agreement shall take all proper safety precautions to protect the public and the property of others. The City and the JCPD shall defend, indemnify and hold harmless the JCHA, its officers and agents, from any and all claims, costs, expenses, liabilities, attorney fees, loss, damages arising out of or in any way connected to actions or omissions by the City or the JCPD and their employees, agents, or contractors’ negligence, intentional misconduct, violation of law, regulation or ordinance, breach or default in the performance of this Agreement.

**Article 17**

**Notice**

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

**City of Jersey City**
Office of the Business Administrator
City Hall-280 Grove Street
Jersey City, New Jersey 07302

**Jersey City Housing Authority**
Office of the Executive Director
400 U.S. Highway #1
Jersey City, New Jersey 07306

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

**ATTEST:**

Robert Byrne
City Clerk

Robert J. Kakoleski
Business Administrator

Dated: ____________________

**Off-Duty Employment Intake Manager**

Dated: ____________________

**WITNESS:**

Carmen Carrillo
Executive Admin. Asst.

Marvin Walton
Executive Director

Dated: ____________________

7
Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 17-141
Agenda No. 10.E
Approved: FEB 2 2 2017

TITLE: RESOLUTION AUTHORIZING THE CITY OF JERSEY CITY DEPARTMENT OF HEALTH AND HUMAN SERVICES TO ACCEPT GRANT FUNDS FROM NEW JERSEY HEALTH CARE QUALITY INSTITUTE TO BE USED FOR EFFORTS TOWARDS COMMUNITY HEALTH PROGRAMMING

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

WHEREAS, the New Jersey Health Care Quality Institute ("NJHCQI") received a three year grant from the United Health Foundation ("UHF"), called Healthy Communities create Healthy Citizens ("HCHC"), to develop sustainable programs that address common challenges identified in the Community Health Needs Assessments of Jersey City, Trenton and Cumberland County, including achieving healthier lifestyles, improving health literacy, and better managing chronic disease; and

WHEREAS, in order to advance the goals of the grant NJHCQI offered to provide grant funds to the City of Jersey City ("City"), through the Jersey City Department of Health and Human Services ("JCHHS"), as more specifically set forth in the attached Memorandum of Understanding and Project Plan ("MOU"), attached hereto as Exhibit A; and

WHEREAS, under said grant, NJHCQI will be working with Jersey City Medical Center ("JCMC") and JCHHS to support programs and create resources to offer residents increased healthy lifestyle programming and health literacy and chronic disease management tools; and

WHEREAS, in order to advance the goals of the grant, to the extent that the funds are available, the NJHCQI will be providing funds to JCMC and JCHHS to support the goals of this grant which are to offer residents increased healthy lifestyle programming and health literacy and chronic disease management tools; and

WHEREAS, all grant funds provided to JCMC and JCHHS are to be used cooperatively by both parties for the benefit of the City community; and

WHEREAS, the possible funding for each such activity for year two of the grant (October 1, 2016 through September 30, 2017) is $22,533.33, and encompasses $9,533.33 in remaining year one grant funds and $13,000.00 in year two grant funds; and

WHEREAS, the acceptance of any such funds will not require the City to provide any matching funds; and

WHEREAS, the City desires to accept such grant funds execute the MOU.

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

1. The City is authorized to accept grant funds from the New Jersey Health Care Quality Institute for the City's participation in the Healthy Communities create Healthy Citizens grant.

2) The Mayor and/or the Business Administrator are authorized to execute the Memorandum of Understanding and other documents necessary to effectuate the purpose of this resolution.

3) The Office of Management and Budget is hereby authorized to establish the proper account in the amount of $22,533.33 for the Healthy Communities create Healthy Citizens grant.

APPROVED AS TO LEGAL FORM

APPROVED: Business Administrator Certification Required ☐
Not Required ☐

N.V. Not Voting (Abstain)

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 2.22.17

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<th>COUNCILPERSON</th>
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Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

By: Raffaello E. Lavarrro, Jr., President of Council

Robert Jones, City Clerk
RESOLUTION FACT SHEET – NON-CONTRACTUAL

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

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING THE CITY OF JERSEY CITY DEPARTMENT OF HEALTH AND HUMAN SERVICES TO ACCEPT GRANT FUNDS FROM NEW JERSEY HEALTH CARE QUALITY INSTITUTE TO BE USED FOR EFFORTS TOWARDS COMMUNITY HEALTH PROGRAMMING

Initiator

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<tr>
<th>Department/Division</th>
<th>Name/Title</th>
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<tbody>
<tr>
<td>Health and Human Services</td>
<td>Stacey Flanagan</td>
<td>201-547-6560</td>
</tr>
<tr>
<td></td>
<td>Director</td>
<td><a href="mailto:sflanagan@jcnj.org">sflanagan@jcnj.org</a></td>
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Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

The New Jersey Health Care Quality Institute ("NJHCQI") received a three year grant from the United Health Foundation ("UHF"), called Healthy Communities create Healthy Citizens ("HCHC"), to develop sustainable programs that address common challenges identified in the Community Health Needs Assessments of Jersey City. The goals of this grant are to offer residents increased healthy lifestyle programming and health literacy and chronic disease management tools.

I certify that all the facts presented herein are accurate.

Signature of Department Director: ___________________________ Date: 2/15/17
Memorandum of Understanding among New Jersey Health Care Quality Institute, Jersey City Medical Center, and the Jersey City Department of Health and Human Services

Program Description

The New Jersey Health Care Quality Institute ("NJHCQI") received a three-year grant from the United Health Foundation (UHF), called Healthy Communities create Healthy Citizens (HCHC), to develop sustainable programs that address common challenges identified in the Community Health Needs Assessments of Jersey City, Trenton, and Cumberland County including achieving healthier lifestyles; improving health literacy; and better managing chronic disease.

Under said grant, NJHCQI will be working with Jersey City Medical Center ("JCMC") and the Jersey City Department of Health and Human Services ("JCDOHHS") to provide sub-grants to offer residents increased healthy lifestyle programming and health literacy and chronic disease management tools.

Funding

In order to advance the goals of the grant, to the extent that the funds are available, the NJHCQI will be advancing funds to JCMC and JCDOHHS to offer residents increased healthy lifestyle programming and health literacy and chronic disease management tools.

As set forth herein the funding for activities for year two of the grant (October 1, 2016 through September 30, 2017) is $22,533.33.

This funding encompasses:

- $9,533.33 in remaining year one grant funds
- $13,000.00 in year two grant funds

In order to receive the funds, JCMC and JCDOHHS will inform NJHCQI of how the funds are to be used. In addition, as the funds are expended, JCMC and JCDOHHS will update NJHCQI on the results of increased healthy lifestyle programming in Jersey City, and provide NJHCQI with a quarterly invoice for grant funds.

JCMC and JCDOHHS Activities

All activities below are detailed in the accompanying work plan. In consideration of the grant funding, JCMC and JCDOHHS will:

- Meet in-person with NJHCQI staff to discuss grant goals and activities (twice per year)
- Send NJHCQI staff calendars of quarterly upcoming health and wellness programming. Notify NJHCQI of events requiring UHF volunteer support.
- Work with NJHCQI staff to schedule Diabetes Self-Management Education (DSME) classes in Jersey City through HQSI, or other agreed upon educators.
• Work with NJHCQI staff to hold recurring ‘Walk with your Doc’ events.
• Work with NJHCQI staff to create ‘improving health in multi-lingual cities’ tool.
• Work with NJHCQI staff to translate health literacy materials.
• Share health and wellness event data with NJHCQI (see data requirements below).
• Identify interviewees for testimonial videos.
• Participate in partner community meeting and survey at conclusion of grant year.

Data Reporting Requirements

Through regular calls and e-mails, JCMC and JCDOHHS will report on the outcomes of this funding to NJHCQI including: the number of people attending healthy lifestyle programming; the outcomes and next steps from said programming; the number of people receiving health literacy and chronic disease management materials; and improvements in operations for providers and community organizations as a result of the funds.

NJHCQI Activities

• Organize in-person meeting with JCMC and JCDOHHS twice per year.
• Maintain frequent communication with JCMC and JCDOHHS through email and conference calls.
• Support one community event and one health literacy workshop per quarter.
• Communicate JCMC and JCDOHHS needs with Aunt Bertha regularly.
• Include JCMC and JCDOHHS input and interviews in ‘Improving health in multi-lingual cities’ tool.
• Coordinate with JCMC, JCDOHHS, and HQSI to organize DSME classes in Jersey City.
• Work with JCMC and JCDOHHS to organize recurring ‘Walk with your Doc’ events.
• Contract with translation vendor as necessary to translate resident-facing tool.
• Collect health and wellness event data from JCMC and JCDOHHS.
• Host partner community meeting at conclusion of grant year. Disseminate survey at partner meeting.

Recognition

JCMC and JCDOHHS will make verbal or written acknowledgement of UHF and NJHCQI and funding in all media communications, include the NJHCQI and UHF logos on all health literacy and chronic disease management communications and advertising materials for programs or events supported by the funds, and obtain prior approval from NJHCQI and UHF before printing and publicly using said materials. Note: UHF has a two-week approval process.

This is a three year grant, subject to re-approval each year, and the terms set forth herein shall continue for each year of the grant.

By signing below, JCMC, and JCDOHHS acknowledge and agree to the terms.

FOR JERSEY CITY MEDICAL CENTER
By: ________________________________
Printed Name: ________________________________
Title: ________________________________

FOR JERSEY CITY DEPARTMENT OF HEALTH AND HUMAN SERVICES
By: ________________________________
Printed Name: ________________________________
Title: ________________________________

By signing below, NJHCQI accepts JCMC and JCDOHHS acknowledgement.

FOR NEW JERSEY HEALTH CARE QUALITY INSTITUTE
By: ________________________________
Printed Name: ________________________________
Title: ________________________________
Resolution of the City of Jersey City, N.J.

CITY CLERK FILE NO. Res. 17-142
AGENDA NO. 10-F
APPROVED: FEB 22, 2017

TITLE:
RESOLUTION AUTHORIZING THE SUBMISSION OF A GRANT APPLICATION AND THE EXECUTION OF A GRANT AGREEMENT WITH THE NEW JERSEY DEPARTMENT OF TRANSPORTATION FOR THE 2017 BIKEWAYS PROGRAM TO FUND THE BIKEABILITY INITIATIVE PROJECT FOR THE CITY OF JERSEY CITY

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

WHEREAS, the State of New Jersey Department of Transportation announced that it is accepting grant applications for the 2017 Bikeway Program that must be submitted through the System for Administering Grants Electronically (SAGE) on or before February 3, 2017; and

WHEREAS, the City of Jersey City ("City"), Department of Administration, Division of Engineering, Traffic and Transportation has prepared an application identified as BIKE-2017-Jersey City Bikeability Project-00006; and

WHEREAS, the City is requesting State aid funding from the New Jersey Department of Transportation to implement the proposed Bikeability Initiative; and

WHEREAS, the City agrees that it shall be required to appropriate funds for State non-participating items such as police salary hours and/or other ineligible costs to the project;

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

BE IT FURTHER RESOLVED, that the Mayor and Clerk of the City of Jersey City, County of Hudson, State of New Jersey are hereby authorized to submit an electronic grant application identified as BIKE-2017-Jersey City Bikeability Project-00006 to the New Jersey Department of Transportation on behalf of the City of Jersey City; and

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

Approved:
JOSE R. CHINHA, P.E., C.M.E.
DIRECTOR OF JC ENGINEERING
Resolution of the City of Jersey City, N.J.

Certified as a true copy of the Resolution adopted by Council, On this 23rd day of FEBRUARY, 2017

City Clerk
Robert Byrne

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

ATTEST and AFFIX SEAL

City Clerk
Robert Byrne

Presiding Officer
Steven M. Fulop, Mayor of Jersey City

PR
2-3-17

APPROVED:

APPROVED AS TO LEGAL FORM

Business Administrator

Corporation Counsel

Certification Required

Not Required

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 2.22.17

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✓ Indicates Vote

N.V.: Not Voting (Abstain)

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

Roberto R. Lavarre, Jr., President of Council
Robert Byrne, City Clerk
RESOLUTION FACT SHEET - NON-CONTRACTUAL
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Initiator

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<tr>
<td>Name/Title</td>
<td>JOSE R. CUNHA, C.M.E., P.E.</td>
<td>MUNICIPAL ENGINEER</td>
</tr>
<tr>
<td>Phone/email</td>
<td>201-547-4111</td>
<td><a href="mailto:jcunha@jcnj.org">jcunha@jcnj.org</a></td>
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Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

The FY2017 State-funded Bikeway Grant Program (the “Program”), administered by the New Jersey Department of Transportation (NJ DOT) provides funds to counties and municipalities to promote bicycling as an alternate mode of transportation in the State of New Jersey. The City of Jersey City (“City”) wishes to apply for these grant funds in the amount of $150,000 to complete Phase 3 of the Jersey City Bikeway System, continuing from Phases 1 and 2 that were financed with previous allocations from the New Jersey Department of Transportation. The work includes continuation and expansion of striping for bike lanes, wayfinding and navigation signage, and bicycle parking facilities. In total, the project will support 20,500 linear feet of traffic striping and nearly 200 units of bike lane and shared lane markings to expand the bikeway system by over 5 miles. The completion of the project will encourage bicycle ridership as a preferred mode of transportation, ease motor vehicle congestion, facilitate greater connections to multimodal transit, and ensure the safety of cyclists when traveling in the roadway.

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

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<tr>
<td>GRANT APPLICATION TOTAL REQUEST</td>
<td>$150,000.00</td>
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</tbody>
</table>

* Note - Estimate City Match will be 20% of grant allotment for state non-participating Items such as Traffic Police Directors, etc.

Type of award Grant Application

If “Other Exception”, enter type

I certify that all the facts presented herein are accurate.

Jose R. Cunha, P.E., C.M.E., Director of Engineering

Robert Kakoleski, Business Administrator Department Director
MEMORANDUM

DATE : February 2, 2017

TO : Rolando R. Lavarro, Council President and Members of the Municipal Council

FROM : Jose R. Cunha, P.E., C.M.E., C.P.W.M., C.R.P. Director of Engineering

SUBJECT : Application to the New Jersey Department of Transportation 2017 Bikeways Program Grant
Project Name: Jersey City Bikeability Initiative Project

Attached for your consideration is a resolution authorizing the submission of the 2017 Bikeway grant application and the execution of a grant agreement with NJDOT for a project to be known as the Jersey City Bikeability Initiative Project.

The City is very dedicated in enhancing our bicycling community and is seeking funding from NJDOT Bikeways program to make improvements to the bikeways infrastructure. The Bikeability Initiative is now more imperative than ever before to ensure the success of the Citi Bike Program and ensure fulfillment of our pedestrian safety improvements. In this application, the first priority will be to construct signs, improve striping and markings and provide for clear and safe bike share lanes. The total estimated cost of this project is $150,000.

Please contact my office at 201-547-4411 should you have any questions or need additional information.

CC: Robert Byrne, City Clerk
    Robert Kakoleski, Business Administrator
    Donna Mauer, Chief Financial Officer
    Paul Russo, Supervising Engineer
    Joao D’Souza, Traffic Director
    Dawn Odom, Supervising Administrative Analyst

WWW.JERSEYCITYNJ.GOV
Your application BIKE-2017-Jersey City Bikeability Project-00006 for Jersey City has been received by NJDOT as submitted on Feb 02, 2017.

This email has been scanned by the Symantec Email Security.cloud service.
For more information please visit http://www.symantecccloud.com
Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 17-143
Agenda No. 10.6
Approved: FEB 2 2 2017

TITLE:
RESOLUTION AUTHORIZING THE SUBMISSION OF A GRANT
APPLICATION AND EXECUTION OF A GRANT AGREEMENT
WITH THE NEW JERSEY DEPARTMENT OF TRANSPORTATION
FOR THE 2017 MUNICIPAL AID PROGRAM TO FUND ROADWAY
IMPROVEMENTS FOR THE CITY OF JERSEY CITY

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

WHEREAS, the State of New Jersey Department of Transportation ("NJDOT") has announced that it is now accepting grant applications for the 2017 Municipal Aid Program to fund local transportation projects that must be submitted through the System for Administering Grants Electronically (SAGE) on or before February 3, 2017; and

WHEREAS, the City of Jersey City ("City"), Department of Administration, Division of Engineering, Traffic and Transportation has prepared an application identified as MA-2017-Jersey City - Various Streets - 2017-00029 for roadway improvements along Westside Avenue, Claremont Avenue, Audobon Avenue, and College Street; and

WHEREAS, the City is requesting State aid funding from the NJDOT 2017 Municipal Aid Program for the primary purpose of roadway improvements; and

WHEREAS, the City agrees that it shall be required to appropriate capital funds for State non-participating items such as police salary hours and/or other ineligible costs to the project; and

WHEREAS, the City agrees to assume a commitment for maintenance and repair of the completed streets;

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

BE IT FURTHER RESOLVED, that the Mayor and Clerk of the City of Jersey City, County of Hudson, State of New Jersey are hereby authorized to submit an electronic grant application identified as MA-2017-Jersey City - Various Streets - 2017-00029 to the New Jersey Department of Transportation on behalf of the City of Jersey City; and

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

Approved:
JOSE R. CUNHA, P.E., C.M.E
DIRECTOR OF JC ENGINEERING
Resolution of the City of Jersey City, N.J.

Certified as a true copy of the Resolution adopted by Council,
On this 22nd day of FEBRUARY, 2017

City Clerk
Robert Byrne

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

ATTEST and AFFIX SEAL

City Clerk
Robert Byrne

Presiding Officer
Steven M. Fulop, Mayor of Jersey City

APPROVED AS TO LEGAL FORM

Corporation Counsel

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 2-22-17

<table>
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<tr>
<th>COUNCILPERSON</th>
<th>AYE</th>
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<th>N.V.</th>
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<tr>
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<td>LAVARRO, PRES</td>
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✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

Robert R. Lavaro, Jr., President of Council
Robert Byrne, City Clerk
RESOLUTION AUTHORIZING THE SUBMISSION OF A GRANT APPLICATION AND EXECUTION OF A GRANT AGREEMENT WITH THE NEW JERSEY DEPARTMENT OF TRANSPORTATION FOR THE 2017 MUNICIPAL AID PROGRAM TO FUND ROADWAY IMPROVEMENTS FOR THE CITY OF JERSEY CITY

Initiator

<table>
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<tr>
<th>Department/Division</th>
<th>Administration</th>
<th>Engineering</th>
</tr>
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<tbody>
<tr>
<td>Name/Title</td>
<td>Jose R. Cunha, C.M.E., P.E.</td>
<td>Municipal Engineer</td>
</tr>
<tr>
<td>Phone/email</td>
<td>201-547-4411</td>
<td><a href="mailto:jocunha@jcnj.org">jocunha@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 FY2017 State-funded Municipal Aid Program (the “Program”), administered by the New Jersey Department of Transportation (NJ DOT) provides funds to municipalities for the improvement of public roads and bridges under. Funds are allocated based on a formula in the state legislation that considers municipal road mileage within a county and county population. The City of Jersey City (“City”) wishes to apply for these grant funds in the approximate amount of $1,980,209.56 to make surface improvements to the following roadways: Westside Avenue between Grant and Danforth Avenues; Claremont Avenue between Route 440 and Westside Avenue; Claremont Avenue between Westside Avenue and John F. Kennedy Boulevard; Audobon Avenue between Westside Avenue and John F. Kennedy Boulevard; College Street between Audobon Avenue and Culver Avenue. The City is designating Jose R. Cunha as the responsible charge for this program. Mr. Cunha is the Director of Engineering for the Jersey City Division of Engineering, Traffic and Transportation.

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

| Construction Estimate          | $1,742,584.41 |
| Prof Svs - Design              |               |
| Const. Mgmt/Inspection/Testing | $237,625.15    |
| GRANT APPLICATION TOTAL REQUEST| $1,980,209.56 |

* Note - Estimate City Match will be 20% of grant allotment for state non-participating Items such as Traffic Police Directors, etc.

Type of award  Grant Application

If “Other Exception”, enter type

I certify that all the facts presented herein are accurate.

Jose R. Cunha, P.E., C.M.E.,
Director of Engineering

Robert Kakoleski, Business Administrator
Department Director

Date: 2/3/17
Date: 2/6/17
DATE: February 2, 2017

TO: Rolando R. Lavarro, Council President and Members of the Municipal Council

FROM: Jose R. Cunha, P.E., C.M.E., C.P.W.M., C.R.P.
       Director of Engineering

SUBJECT: Application to the New Jersey Department of Transportation
     MA-2017-Jersey City-00029

Attached for your consideration is a resolution authorizing the submission of the 2017 Municipal Aid grant application and the execution of a grant agreement with New Jersey Department of Transportation for the engineering project for “Various Streets”.

This application is requesting $1,980,209.56 to make surface improvements to the following roadways:

- Westside Avenue between Grant and Danforth Avenues;
- Claremont Avenue between Route 440 and Westside Avenue;
- Claremont Avenue between Westside Avenue and John F. Kennedy Boulevard;
- Audobon Avenue between Westside Avenue and John F. Kennedy Boulevard;
- College Street between Audobon Avenue and Culver Avenue.

Please contact my office at 201-547-4411 should you have any questions or need additional information.

CC: Robert Byrne, City Clerk
    Robert Kakoleski, Business Administrator
    Donna Mauer, Chief Financial Officer
    Paul Russo, Supervising Engineer
    Joao D’Souza, Traffic Director
    Dawn Odom, Supervising Administrative Analyst
Your application MA-2017-Jersey City - Various Streets - 2017-00029 for Jersey City has been received by NJDOT as submitted on Feb 02, 2017.
RESOLUTION AUTHORIZING THE SUBMISSION OF A GRANT APPLICATION AND THE EXECUTION OF A GRANT CONTRACT WITH THE NEW JERSEY DEPARTMENT OF TRANSPORTATION FOR THE 2017 TRANSIT VILLAGE PROGRAM FOR THE CITY OF JERSEY CITY

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

WHEREAS, the State of New Jersey Department of Transportation ("NJDOT") has announced that it is now accepting grant applications for the 2017 Transit Village Program that must be submitted through the System for Administering Grants Electronically (SAGE) on or before February 3, 2017; and

WHEREAS, the City of Jersey City ("City"), Department of Administration, Division of Engineering, Traffic and Transportation has identified a project to complete crosswalk improvements at selected intersections leading to and from the Journal Square Transportation Hub that is within the Transit Village designated area; and

WHEREAS, the City is requesting funding from the NJDOT 2017 Transit Village Program for the primary purpose to make pedestrian safety improvements; and

WHEREAS, the City agrees to assume a commitment for maintenance and repair of the completed pedestrian safety improvements;

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

BE IT FURTHER RESOLVED, that the Mayor and Clerk of the City of Jersey City, County of Hudson, State of New Jersey are hereby authorized to submit an electronic grant application identified as TV-2017-Journal_Square_Pedestrian_Safety_Improvement-000003 to the New Jersey Department of Transportation on behalf of the City of Jersey City; and

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

[Signature]

Approve:

JOSE R. CUNHA, P.E., C.M.E.
DIRECTOR OF JC ENGINEERING
Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 17-144
Agenda No. 10-H
Approved: FEB 2 2 2017

TITLE:
RESOLUTION AUTHORIZING THE SUBMISSION OF A GRANT APPLICATION AND THE EXECUTION OF A GRANT CONTRACT WITH THE NEW JERSEY DEPARTMENT OF TRANSPORTATION FOR THE 2017 TRANSIT VILLAGE PROGRAM FOR THE CITY OF JERSEY CITY

Certified as a true copy of the Resolution adopted by Council,
On this 2ND day of FEBRUARY, 2017

City Clerk
Robert Byrne

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

ATTEST and AFFIX SEAL

City Clerk
Robert Byrne

Presiding Officer
Steven M. Fulop, Mayor of Jersey City

DO
2-8-17

APPROVED:  

APPROVED:

Approved as to Legal Form

Certification Required □
Not Required □

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 2-22-17

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

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

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

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 THE SUBMISSION OF A GRANT APPLICATION AND
THE EXECUTION OF A GRANT CONTRACT WITH THE NEW JERSEY DEPARTMENT
OF TRANSPORTATION FOR THE 2017 TRANSIT VILLAGE PROGRAM FOR THE CITY
OF JERSEY CITY

Initiator

<table>
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<tr>
<th>Department/Division</th>
<th>ADMINISTRATION</th>
<th>ENGINEERING</th>
</tr>
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<tbody>
<tr>
<td>Name/Title</td>
<td>JOSE R. CUNHA, C.M.E., P.E.</td>
<td>MUNICIPAL ENGINEER</td>
</tr>
<tr>
<td>Phone/email</td>
<td>201-547-4411</td>
<td><a href="mailto:jcunha@jcnj.org">jcunha@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 FY2017 State-funded Transit Village Grant Program (the “Program”), administered by the New Jersey Department of Transportation (NJDOT) provides funds to municipalities who have been formally designated as Transit Villages by the Transit Village Task Force and Commissioner of Transportation. The Journal Square neighborhood of the City of Jersey City (“City”) was designated a Transit Village in 2005. The City wishes to apply for these grant funds to advance place-making efforts adjacent to the Journal Square Transportation Center. The City proposes improvements to Sip, Summit and Pavonia Avenues including the improvement and expansion of existing sidewalk, installation of street furniture such as bicycle corrals, planters, and seating, curb extensions, and decorative crosswalks at the intersections leading to the Transportation Center. These improvements and traffic calming measures will enhance the street environment for pedestrians, bicyclists and users of mass transit, in accordance with the City’s Circulation Element of the Master Plan and Journal Square 2060 Redevelopment Plan.

Cost (Identify all sources and amounts)

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<tr>
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<td>Const. Mgmt/Inspection/Testing</td>
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<tr>
<td>GRANT APPLICATION TOTAL REQUEST</td>
<td>$349,843.75</td>
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* Note – Estimate City Match will be 20% of grant allotment for state non-participating items such as Traffic Police Directors, etc.

Type of award

| Grant Application |

If “Other Exception”, enter type

I certify that all the facts presented herein are accurate.

Jose R. Cunha, P.E., C.M.E.
Director of Engineering

Robert Kakoleski/Business Administrator
Department Director

Date 2/3/17

Date 2/6/17
MEMORANDUM

DATE : February 2, 2017
TO : Rolando R. Lavarrro, Council President and Members of the Municipal Council
FROM : Jose R. Cumha, P.E., C.M.E., C.P.W.M., C.R.P. Director of Engineering
SUBJECT : Application to the New Jersey Department of Transportation 2017 Transit Villages Grant Project Name: Journal Square Pedestrian Safety Improvements

Attached for your consideration is a resolution authorizing the submission of the 2017 Transit Villages grant application and the execution of a grant agreement with NJDOT for a project to be known as the Journal Square Pedestrian Safety Improvements.

The City of Jersey City is requesting 2017 Transit Village funding to complete safety improvements within the Journal Square Transit Village. The scope of work to be performed includes improvements to sidewalks and intersections on the city-owned streets surrounding the Journal Square Transportation Center, all of which are within the boundaries of the Journal Square Transit Village. The streets that will be improved through this grant include Sip Avenue and Pavonia Avenue. The intersections to be improved include Sip Avenue and Bergen Avenue, Sip Avenue and Summit Avenue, and Summit Avenue and Pavonia Avenue. The total estimated cost of this project is $349,843.75.

Please contact my office at 201-547-4411 should you have any questions or need additional information.

CC: Robert Byrne, City Clerk
    Robert Kakoleski, Business Administrator
    Donna Mauer, Chief Financial Officer
    Paul Russo, Supervising Engineer
    Joao D'Souza, Traffic Director
    Dawn Odom, Supervising Administrative Analyst
Dawn Odom

From: no-reply-njsage@nj.gov
Sent: Thursday, February 02, 2017 5:13 PM
To: hsun@jcnnj.org; RossE@jcnnj.org; Donna Mauer; Elyse Jordan-Gibbs; Mario Ratto; Maryann Bucci-Carter; Kiyada Pittman; Ivan Freire; Joseph Iwuala; Kevin Williamson; Katianna Scallone; Paul Russo; Gigi Gazon; Carmen Gandulla; cSprague@m-strat.com; Valerie Piccarillo; Vivian Webb; Elizabeth Cain; Catherine Deadwyler; Laura Varsalona; Dawn Odom; Deborah Murray; Vera Smith; Stacey Flanagan; Laura Varsalona; Kevin Lyons; John Mercer; Dawn Odom; Robert Byrne; Elizabeth Castillo; dorothyw@jcnnj.org; Zulma Lamela

Your application TV-2017-Journal Square Pedestrian Safety Imp-00003 for Jersey City has been received by NJDOT as submitted on Feb 02, 2017.

This email has been scanned by the Symantec Email Security.cloud service.
For more information please visit http://www.symanteccloud.com
Grant Application for State Aid to
Counties and Municipalities
Transit Villages 2017
TV-2017-Journal Square Pedestrian Safety Imp-00003

**TYPE OF IMPROVEMENT**

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<th>Infrastructure Purpose</th>
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<tbody>
<tr>
<td>☑ Pedestrian Safety Primary project purpose is to increase safety at key intersections incorporating video surveillance.</td>
</tr>
<tr>
<td>☐ Quality of Life Primary project purpose is for beautification, environmental mitigation, economic development or historic preservation.</td>
</tr>
<tr>
<td>☐ Bikeways Primary project purpose is for constructing new bikeways (e.g. bike lanes, bike paths, bike compatible roadways).</td>
</tr>
<tr>
<td>☐ Mobility Primary project purpose is to enhance mobility and reduce congestion (e.g. adding lanes, park &amp; ride, signal optimization).</td>
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</table>
COUNCIL AS A WHOLE OFFERED AND MOVED ADOPTION THE FOLLOWING RESOLUTION:

WHEREAS, the State of New Jersey Department of Transportation ("NJDOT") has announced it is now accepting grant applications for the 2017 Safe Streets to Transit Program that must be submitted through the System for Administering Grants Electronically (SAGE) on or before February 3, 2017; and

WHEREAS, the City of Jersey City ("City"), Department of Administration, Division of Engineering, Traffic and Transportation has prepared a grant application to make pedestrian safety and bikeway improvements at the Liberty State Park Light Rail Station; and

WHEREAS, the City is requesting funding from the NJDOT 2017 Safe Streets to Transit Program for the primary purpose to make qualified improvements; and

WHEREAS, the City agrees that it shall be required to appropriate capital funds for State non-participating items such as police salary hours and/or other ineligible costs of the project; and

WHEREAS, the City agrees to assume a commitment for maintenance and repair of the pedestrian safety improvements;

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

BE IT FURTHER RESOLVED, that the Mayor and Clerk of the City of Jersey City, County of Hudson, State of New Jersey are hereby authorized to submit an electronic grant application identified as SST-2017-Liberty State Park Light Rail Safety-00005 to the New Jersey Department of Transportation on behalf of the City of Jersey City; and

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

Approved: JOSE R. CHIUNIA, P.E., C.M.E
DIRECTOR OF JC ENGINEERING
Resolution of the City of Jersey City, N.J.

Title: Resolution Authorizing the Submission of a Grant Application and the Execution of a Grant Agreement with the New Jersey Department of Transportation under the 2017 Safe Streets to Transit Program for the City of Jersey City

Certified as a true copy of the Resolution adopted by Council,
On this 2nd day of February, 2017

City Clerk

Robert Byrne

Presiding Officer
Steven M. Fulop, Mayor of Jersey City

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

Approved at a meeting of the Municipal Council of the City of Jersey City N.J.
RESOLUTION AUTHORIZING THE SUBMISSION OF A GRANT APPLICATION AND THE EXECUTION OF A GRANT AGREEMENT WITH THE NEW JERSEY DEPARTMENT OF TRANSPORTATION UNDER THE 2017 SAFE STREETS TO TRANSIT PROGRAM FOR THE CITY OF JERSEY CITY

**Initiator**

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<td>MUNICIPAL ENGINEER</td>
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Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

**Resolution Purpose**

The FY2017 State-funded Safe Streets to Transit Program (the “Program”), administered by the New Jersey Department of Transportation’s (NJ DOT) Pedestrian Safety Initiative provides funds to counties and municipalities for improving access to transit facilities and all nodes of public transportation. The City of Jersey City ("City") wishes to apply for these grant funds in the amount of $445,340.56 to improve overall safety and accessibility for pedestrians at the Liberty State Park-Ride Light Rail Station. The City proposes reconstruction of damaged concrete curbs and sidewalks, construction of ADA compliant handicap ramps, replacement of existing pavement at crosswalks and re-stripping of crosswalks, improvements to street lighting, installation of new regulatory signs, thermoplastic lane striping and traffic symbols for bus stops, railroad crossings and other associated work. These improvements will achieve the City's goal of creating a city-wide pedestrian-friendly environment, and encourage transit users to walk to mass transit stations.

**Cost (Identify all sources and amounts)**

| Construction Estimate | $362,065.50 |
| Prof Svcs – Design | $28,965.24 |
| Const. Mgmt/Inspection/Testing | $54,309.82 |
| **GRANT APPLICATION TOTAL REQUEST** | **$445,340.56** |

* Note – Estimate City Match will be 20% of grant allotment for state non-participating Items such as Traffic Police Directors, etc.

**Type of award**

Grant Application

**If “Other Exception”, enter type**

I certify that all the facts presented herein are accurate.

Jose R. Cunha, P.E., C.M.E.,
Director of Engineering

Robert Kakoleski, Business Administrator
Department Director

Date
DATE : February 2, 2017

TO : Rolando R. Lavarro, Council President and Members of the Municipal Council

FROM : Jose R. Cunha, P.E., C.M.E., C.P.W.M., C.R.P. 
Director of Engineering

SUBJECT : Application to New Jersey Department of Transportation 
2017 Safe Streets to Transit Program for Pedestrian Safety Improvements

Attached for your consideration is a resolution approving the submission of the 2017 Safe Streets to Transit Program application and the execution of a grant agreement with NJDOT for the Pedestrian Safety Improvements to the Liberty State Park NJ Transit HBLRT Station. The Liberty State Park HBLRT Station opened in 2000 and is located between Johnston Avenue and Communipaw Avenue. The primary goal is to satisfy the purpose of the grant program by making improvements to the overall safety and accessibility for mass transit riders walking to transit facilities.

The City's 2017-SST application is requesting $445,340.56 for the proposed project. The limits and scope of project will be determined by the availability of funds from the NJDOT. As pedestrian safety continues to be of primary importance to the City and its residents, we respectfully ask for your continued support of applications for state aid program.

Please contact my office at 201-547-4411 should you have any questions or need additional information.

CC: Robert Byrne, City Clerk
    Robert Kakoleski, Business Administrator
    Donna Mauer, Chief Financial Officer
    Paul Russo, Supervising Engineer
    Joao D'Souza, Traffic Director
    Dawn Odom, Supervising Administrative Analyst
Your application SST-2017-Liberty State Park Light Rail Safet-00005 for Jersey City has been received by NJDOT as submitted on Feb 02, 2017.

This email has been scanned by the Symantec Email Security.cloud service.
For more information please visit http://www.symanteccloud.com
**Grant Application for State Aid to**

**Counties and Municipalities**

**Safe Streets to Transit 2017**

SST-2017-Liberty State Park Light Rail Safet-00005

**Pedestrian Safety**

**Type of Improvement**

<table>
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<tr>
<th>Infrastructure</th>
<th>Purpose</th>
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<tbody>
<tr>
<td>☐ Mobility</td>
<td>Primary project purpose is to enhance mobility and reduce congestion</td>
</tr>
<tr>
<td>☑ Pedestrian Safety</td>
<td>Primary project purpose is to enhance pedestrian safety</td>
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</table>

*Draft*
Grant Application for State Aid to Counties and Municipalities Safe Streets to Transit 2017

SST-2017-Liberty State Park Light Rail Safety-00005
Pedestrian Safety

Project Name

Note: If you have multiple locations for the same type of improvement and scope of work, you may enter "various" for the project limits, download an excel spreadsheet, fill it out and attach it below.

Project Title: Liberty State Park Light Rail Safety Improvements

From: Communipaw Avenue and Monitor Street

To: Communipaw Avenue and Johnston Avenue

Project Distance (Miles): 0.4
RESOLUTION AUTHORIZING A GRANT APPLICATION TO THE NEW JERSEY DEPARTMENT OF LAW AND PUBLIC SAFETY, NEW JERSEY DIVISION OF HIGHWAY TRAFFIC SAFETY FOR THE Distracted Driving 2017 Grant

COUNCIL

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 desires to apply for this grant being offered in the amount of $5,500 to be utilized for traffic enforcement overtime during the Distracted Driving 2017 Statewide Crackdown time period from April 1-21, 2017, and

WHEREAS, police overtime will be utilized to conduct traffic enforcement for distracted driving violations including texting and cell phone use; and

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

1. The City of Jersey City is authorized to submit an application to the New Jersey Department of Law and Public Safety, the New Jersey Division of Highway Traffic Safety, and

2. The funds, if awarded, will be used to reimburse for overtime traffic enforcement for distracted driving.

Approved: FEB 2 2 2017

APPROVED: [Signature]
Business Administrator

APPROVED AS TO LEGAL FORM

Certification Required: ☐ Not Required: ☑

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 2.22.17

<table>
<thead>
<tr>
<th>COUNCILPERSON</th>
<th>AYE</th>
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✓ Indicates Vote
N.V.-Not Voting (Abstain)

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

Roberto R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk
RESOLUTION FACT SHEET - CONTRACT AWARD

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

**Full Title of Ordinance/Resolution**

RESOLUTION AUTHORIZING A GRANT APPLICATION TO THE NEW JERSEY DEPARTMENT OF LAW AND PUBLIC SAFETY, NEW JERSEY DIVISION OF HIGHWAY TRAFFIC SAFETY FOR THE DISTRACTED DRIVING 2017 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/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@njjcps.org">jmarcazo@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 Jersey City Police Department has received an invitation to apply for the Distracted Driving 2017 Grant funded by the New Jersey Division of Highway Traffic Safety. The Jersey City Police Department would like to apply for the proposed grant award in the amount of $5,500. If awarded, the Police Department will conduct overtime traffic enforcement for distracted driving which includes texting and/or talking on a cell phone while driving.

**Cost (Identify all sources and amounts)**

- Grant Funds

**Contract term (include all proposed renewals)**

- April 1 – 21, 2017

**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  2/1/17
Dear Sir,

The New Jersey Division of Highway Traffic Safety has invited the Police Department to apply for the FY 2017 Distracted Driving Grant in the amount of $5,500. Attached is the Fact Sheet and Resolution to Apply for this grant.

Respectfully Submitted,

Sgt. Jaclyn Marcazo
COUNCIL
ADOPTION OF THE FOLLOWING RESOLUTION:

OFFERED AND MOVED

WHEREAS, the City of Jersey City (the “City”) currently has contracts with with Acrisure, LLC for insurance brokerage services related to medical, prescription insurance and stop loss insurance, RD Parisi Associates for insurance brokerage services related to dental insurance and Doyle Alliance Group Inc. for insurance brokerage services related to life insurance; and

WHEREAS, the City is seeking one or more contractors to continue to provide insurance brokerage services related to medical, prescription insurance, stop loss, dental and life insurance; and

WHEREAS, the City intends to solicit quotations and award an Extraordinary Unspecifiable Services (EUS) contract to the vendors best qualified to provide insurance brokerage services to the City; and

WHEREAS, the contracts with Acrisure, LLC, RD Parisi Associates and Doyle Alliance Group Inc. will expire before the procurement of the above referenced insurance brokerage services will be complete;

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

(1) the above recitals are incorporated herein by reference;
RESOLUTION AUTHORIZING THE EXTENSION OF EXISTING CONTRACTS WITH INSURANCE BROKERAGE FIRMS UNTIL MARCH 31, 2017

(2) the Mayor or Business Administrator is authorized to extend the existing contracts with Acrisure, LLC, RD Parisi Associates and Doyle Alliance Group Inc. until March 31, 2017 in order to allow for the City to continue to receive necessary insurance brokerage services until a contractor or contractors for the same services are secured.

JMcK
02/15/2017

APPROVED:__________________________________________
APPROVED AS TO LEGAL FORM

APPROVED:__________________________________________
Business Administrator

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 2.22.17

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

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

Robert M. Lavarrro, 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 EXTENSION OF EXISTING CONTRACTS WITH INSURANCE BROKERAGE FIRMS UNTIL MARCH 31, 2017

Initiator

<table>
<thead>
<tr>
<th>Department/Division</th>
<th>Department of Business Administration</th>
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<tbody>
<tr>
<td>Name/Title</td>
<td>Robert J. Kakoleski</td>
</tr>
<tr>
<td>Phone/email</td>
<td>(201) 547-4642</td>
</tr>
<tr>
<td></td>
<td><a href="mailto:rjkakoleski@jaij.org">rjkakoleski@jaij.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 resolution will authorize the Mayor or Business Administrator to extend the existing contracts with Acrisure, LLC, RD Parisi Associates and Doyle Alliance Group Inc. until March 31, 2017 in order to allow for the City to continue to receive necessary insurance brokerage services until a contractor or contractors for the same services are procured by the City pursuant to new contracts.

I certify that all the facts presented herein are accurate.

Signature of Department Director    Date
RESOLUTION AUTHORIZING THE PAYMENT OF A CLAIM SUBMITTED BY TOMAHAWK DEFENSE LLC FOR PROVIDING AS PREVENTION AND RESPONSE/MARKSMANSHIP TRAINING TO THE DEPARTMENT OF PUBLIC SAFETY (POLICE)

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, the City of Jersey City (City) through its Department of Public Safety (Police) provides services to ensure the safety of all citizens and their property; and

WHEREAS, these services require the City to provide proper training and prepare police officers to properly respond to critical incidents; and

WHEREAS, on August 29, 2016 to September 2, 2016 Jersey City police officers attended an 4 day AS Prevention and Response/Marksmanship training provided by Tomahawk Defense LLC for the sum of $28,000.00; and

WHEREAS, Tomahawk Defense LLC has requested that the City pay it the sum of $28,000.00; and

WHEREAS, Tawana Moody, Fiscal Officer for the Police Department has reviewed Tomahawk Defense LLC's request for payment and has certified that Tomahawk Defense LLC provided the services requested by the Public Safety Department (Police) commencing on August 22 - September 2, 2016 and has certified that Tomahawk Defense LLC’s bill for providing such services is fair and reasonable; and

WHEREAS, Tomahawk Defense LLC performed the services in good faith and is entitled to receive payment for the value of services; and

WHEREAS, the sum of $28,000.00 is available in Account No. 16-290-55-000-800.

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

1) the Purchasing Agent is hereby authorized to pay Tomahawk Defense LLC the sum of $28,000.00 for providing AS Prevention and Response/Marksmanship training to the Department of Public Safety (Police) on August 22 - September 2, 2016;

2) the approval of this payment is subject to the execution of a release by Tomahawk Defense LLC releasing the City from any liability in connection with claims that it may have against the City for providing emergency training; and

3) 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 TOMAHAWK DEFENSE LLC FOR PROVIDING AS PREVENTION AND RESPONSE/MARKSMANSHIP TRAINING TO THE DEPARTMENT OF PUBLIC SAFETY (POLICE)

I ____________________________, Donna Mauer Chief Financial Officer, hereby certify that funds in the amount of $28,000.00 are available in Account No. 16-290-55-000-800.

Account No. 16-290-55-000-800 P.O. No. $28,000.00

APPROVED: ____________________________
Business Administrator

APPROVED: ____________________________
Corporation Counsel

Certification Required □
Not Required □

APPROVED

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 2.22.17

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✓ Indicates Vote

WITHDRAWN

Adopted at a meeting of the Municipality ____________________________

Rolando R. Lavarrro, Jr., President of Council
Robert Byrne, City Clerk
RESOLUTION FACT SHEET – NON-CONTRACTUAL

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Full Title of Ordinance/Resolution

| RESOLUTION AUTHORIZING THE PAYMENT OF A CLAIM SUBMITTED BY TOMAHAWK DEFENSE LLC FOR PROVIDING EMERGENCY AS PREVENTION AND RESPONSE/MARKSMANSHIP TRAINING TO THE DEPARTMENT OF PUBLIC SAFETY (POLICE) |

Initiator

<table>
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<tr>
<th>Department/Division</th>
<th>PUBLIC SAFETY</th>
<th>POLICE</th>
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<tbody>
<tr>
<td>Name/Title</td>
<td>JAMES SHEA</td>
<td>PUBLIC SAFETY DIRECTOR</td>
</tr>
<tr>
<td>Phone/email</td>
<td>201-547-4239</td>
<td><a href="mailto:JSHEA@NJJCPS.ORG">JSHEA@NJJCPS.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

| AS PREVENTION AND RESPONSE/MARKSMANSHIP TRAINING FOR THE DEPARTMENT OF POLICE |

I certify that all the facts presented herein are accurate.

Signature of Department Director ___________________________ Date ___________________________
Professional Services Agreement

This Professional Services Agreement (this "Agreement"), dated as of 4 June 2015, is by and between Tomahawk Defense LLC, a Delaware limited liability company, with offices located at 2000 Mallory Lane Suite 130-218 Franklin, TN 37067 (the "Tomahawk") and City of Jersey City, Department of Public Safety, with offices located at 465 Marin Boulevard Jersey City, NJ 07302 (the "Customer").

WHEREAS, Customer desires to retain Tomahawk to provide those services set forth on Exhibit A attached hereto (the "Services") upon the terms and conditions hereinafter set forth, and Tomahawk is willing to perform such Services.

In consideration of the mutual covenants and agreements hereinafter set forth, the parties agree as follows:

ARTICLE I
DEFINITIONS

"Action" has the meaning set forth in Section 8.01.

"Agreement" has the meaning set forth in the preamble.

"Confidential Information" means any information that is treated as confidential by a party, including, without limitation, the names and any personal information or other identifying characteristics of the employees of Tomahawk, trade secrets, methods, technology, information pertaining to business operations and strategies, and information pertaining to customers, pricing, and marketing. Confidential Information shall not include information that: (a) is already known to the receiving party without restriction on use or disclosure prior to receipt of such information from the disclosing party; (b) is or becomes generally known by the public other than by breach of this Agreement by, or other wrongful act of, the receiving party; (c) is developed by the receiving party independently of, and without reference to, any Confidential Information of the disclosing party; or (d) is received by the receiving party from a third party who is not under any obligation to the disclosing party to maintain the confidentiality of such information.

"Customer" has the meaning set forth in the preamble.

"Force Majeure Event" has the meaning set forth in Section 11.01.

"Intellectual Property Rights" means all (a) patents, patent disclosures and inventions (whether patentable or not), (b) trademarks, service marks, trade dress, trade names, logos, corporate names and domain names, together with all of the goodwill associated therewith, (c) copyrights and copyrightable works (including computer programs), mask works, and rights in data and databases, (d) trade secrets, know-how and other confidential information, and (e) all other intellectual property rights, in each case whether registered or unregistered and including all applications for, and renewals or
extensions of, such rights, and all similar or equivalent rights or forms of protection in any part of the world.

"Law" means any statute, law, ordinance, regulation, rule, code, order, constitution, treaty, common law, judgment, decree, other requirement or rule of law of any federal, state, local or foreign government or political subdivision thereof, or any arbitrator, court or tribunal of competent jurisdiction.

"Losses" mean all losses, damages, liabilities, deficiencies, actions, judgments, interest, awards, penalties, fines, costs or expenses of whatever kind, including reasonable attorneys' fees and the cost of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers.

"Person" means an individual, corporation, partnership, joint venture, limited liability company, governmental authority, unincorporated organization, trust, association or other entity.

"Pre-Existing Materials" means all Confidential Information and other documents, data, know-how, methodologies, software and other materials, provided by or used by Tomahawk in connection with performing the Services, in each case developed or acquired by Tomahawk prior to the commencement or independently of this Agreement.

"Services" mean any professional or other services to be provided by Tomahawk under this agreement, as described in more detail in Exhibit A attached hereto.

"Tomahawk" has the meaning set forth in the preamble.
ARTICLE II
SERVICES

Section II.01 Tomahawk shall provide the Services to Customer on the dates and as described in more detail in Exhibit A attached hereto in accordance with the terms and conditions of this Agreement.

ARTICLE III
TOMAHAWK’S OBLIGATIONS

Section III.01 The Tomahawk shall:

(a) before the date on which the Services are to start, obtain, and at all times during the performance of Services maintain, all necessary licenses and consents applicable to the provision of the Services;

(b) comply with all rules, regulations and policies of Customer that are communicated to Tomahawk in writing;

(c) comply with all relevant Laws applicable to the provision of the Services; and

(d) perform the Services using personnel of required skill, experience and qualifications and in a professional and workmanlike manner in accordance with industry standards for similar services and shall devote adequate resources to meet its obligations under this Agreement.

Section III.02 Tomahawk is responsible for all of its employees and for the payment of their compensation, including, if applicable, withholding of income taxes, and the payment and withholding of social security and other payroll taxes, unemployment insurance, workers’ compensation insurance payments and disability benefits.

ARTICLE IV
CUSTOMER’S OBLIGATIONS

Section IV.01 Customer shall:

(a) cooperate with Tomahawk in all matters relating to the Services and appoint a Customer employee to serve as the primary contact with respect to this Agreement and who will have the authority to act on behalf of Customer with respect to matters pertaining to this Agreement;

(b) provide, subject to Section 3.01(b), such access to Customer’s premises, and other facilities as may reasonably be requested by Tomahawk, for the purposes of performing the Services;
(c) provide such information as Tomahawk may request in order to carry out the Services;

(d) follow, and cause its personnel and customers to follow, all Tomahawk instructions and directions in connection with the Services provided hereunder;

(e) provide adequate security guards to prevent observation or participation in the training exercises by any unauthorized person; and

(f) obtain and maintain all necessary licenses and consents and comply with all applicable Law in relation to the Services, in all cases before the date on which the Services are to start.

Section IV.02 If Tomahawk’s performance of its obligations under this Agreement is prevented or delayed by any act or omission of Customer or its agents, subcontractors, consultants or employees, Tomahawk shall not be deemed in breach of its obligations under this Agreement or otherwise liable for any costs, charges or losses sustained or incurred by Customer, in each case, to the extent arising directly or indirectly from such prevention or delay.

ARTICLE V
FEES AND EXPENSES; PAYMENT TERMS

Section V.01 In consideration of the provision of the Services by Tomahawk as outlined in Exhibit A and the rights granted to Customer under this Agreement, Customer shall pay a flat rate of $50,000. Section 5.02 will be voided. Payment to Tomahawk of such fees and the reimbursement of expenses pursuant to this Article V shall constitute payment in full for the performance of the Services, and, Customer shall not be responsible for paying any other fees, costs or expenses.

Section V.02 Customer agrees to reimburse Tomahawk for all reasonable travel and out-of-pocket expenses incurred by Tomahawk in connection with the performance of the Services.

Section V.03 Tomahawk shall issue invoices to Customer only in accordance with the terms of this Section, and Customer shall pay all properly invoiced amounts due to Tomahawk within 30 days after Customer’s receipt of such invoice. All payments hereunder shall be in US dollars and made by automated clearing house (ACH) debit entry, cash, check or wire transfer.

Section V.04 Customer shall be responsible for all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any federal, state or local governmental entity on any amounts payable by Customer hereunder; provided, that, in no event shall Customer pay or be responsible for any taxes imposed on, or with respect to, Tomahawk’s income, revenues, gross receipts, personnel or real or personal property or other assets.
ARTICLE VI
CONFIDENTIAL INFORMATION

Section VI.01 Customer agrees:

(a) that the training exercises conducted by Tomahawk are strategic and proprietary and therefore Customer shall not disclose the nature or any details of the training activities;

(b) it will not or grant permission to any other person to record the Services without the express written consent of Tomahawk;

(c) not to disclose or otherwise make available Confidential Information of Tomahawk to any third party without the prior written consent of Tomahawk; provided, however, that Customer may disclose the Confidential Information of Servicer Provider to its officers, employees, consultants and legal advisors who have a “need to know”, who have been apprised of this restriction and who are themselves bound by nondisclosure obligations at least as restrictive as those set forth in this Article VI;

(d) to use the Confidential Information of Tomahawk solely to make use of the Services; and

(e) to immediately notify Tomahawk in the event it becomes aware of any loss or disclosure of any of the Confidential Information of Tomahawk.

Section VI.02 If Customer becomes legally compelled to disclose any Confidential Information, Customer shall provide:

(a) prompt written notice of such requirement so that Tomahawk may seek, at its sole cost and expense, a protective order or other remedy; and

(b) reasonable assistance, at Tomahawk’s sole cost and expense, in opposing such disclosure or seeking a protective order or other limitations on disclosure.

If, after providing such notice and assistance as required herein, Customer remains required by Law to disclose any Confidential Information, Customer shall disclose no more than that portion of the Confidential Information which, on the advice of the Customer’s legal counsel, Customer is legally required to disclose and, upon Tomahawk’s request, shall use commercially reasonable efforts to obtain assurances from the applicable court or agency that such Confidential Information will be afforded confidential treatment.
Section VI.03 Tomahawk and its licensors are, and shall remain, the sole and exclusive owners of all right, title and interest in and to the Pre-Existing Materials, including all Intellectual Property Rights therein.

ARTICLE VII
REPRESENTATIONS AND WARRANTIES

Section VII.01 Each party represents and warrants to the other party that:

(a) it is duly organized, validly existing and in good standing as a corporation or other entity as represented herein under the laws and regulations of its jurisdiction of incorporation, organization or chartering;

(b) it has the full right, power and authority to enter into this Agreement, to grant the rights and licenses granted hereunder and to perform its obligations hereunder;

(c) the execution of this Agreement by its representative whose signature is set forth at the end hereof has been duly authorized by all necessary corporate action of the party; and

(d) when executed and delivered by such party, this Agreement will constitute the legal, valid and binding obligation of such party, enforceable against such party in accordance with its terms.

Section VII.02 EXCEPT FOR THE EXPRESS WARRANTIES IN THIS AGREEMENT, (A) EACH PARTY HEREBY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE UNDER THIS AGREEMENT, AND (B) SERVICE PROVIDER SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE.

ARTICLE VIII
INDEMNIFICATION

Section VIII.01 Tomahawk shall defend, indemnify and hold harmless Customer and its officers, directors, employees, agents, successors and permitted assigns (each, a “Customer Indemnitee”) from and against all Losses arising out of or resulting from any third party claim, suit, action or proceeding (each, an “Action”) arising out of or resulting from:

(a) bodily injury, death of any person or damage to real or tangible, personal property resulting from the willful, fraudulent or grossly negligent acts or omissions of Tomahawk; and

(b) Tomahawk’s breach of any representation, warranty or obligation of Tomahawk set forth in this Agreement.
Section VIII.02 Customer shall defend, indemnify and hold harmless Tomahawk and Tomahawk's affiliates and their officers, directors, employees, agents, successors and permitted assigns from and against all Losses arising out of any Action arising out of or resulting from:

(a) bodily injury, death of any person or damage to real or tangible, personal property resulting from the grossly negligent or willful acts or omissions of Customer or any Customer Indemnitee; and

(b) Customer's breach of any representation, warranty or obligation of Customer in this Agreement.

Section VIII.03 The party seeking indemnification hereunder shall promptly notify the indemnifying party in writing of any Action and cooperate with the indemnifying party at the indemnifying party's sole cost and expense. The indemnifying party shall immediately take control of the defense and investigation of such Action and shall employ counsel of its choice to handle and defend the same, at the indemnifying party's sole cost and expense. The indemnifying party shall not settle any Action in a manner that adversely affects the rights of the indemnified party without the indemnified party's prior written consent, which shall not be unreasonably withheld or delayed. The indemnified party's failure to perform any obligations under this Section 8.03 shall not relieve the indemnifying party of its obligations under this Section 8.03 except to the extent that the indemnifying party can demonstrate that it has been materially prejudiced as a result of such failure. The indemnified party may participate in and observe the proceedings at its own cost and expense.

ARTICLE IX
LIMITATION OF LIABILITY

Section IX.01 EXCEPT AS OTHERWISE PROVIDED IN Section 9.03, IN NO EVENT WILL SERVICE PROVIDER BE LIABLE TO THE OTHER OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT CUSTOMER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Section IX.02 EXCEPT AS OTHERWISE PROVIDED IN Section 9.03, IN NO EVENT WILL SERVICE PROVIDER'S LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE AGGREGATE AMOUNTS PAID OR PAYABLE TO SERVICE PROVIDER PURSUANT TO THIS AGREEMENT.
ARTICLE X
NON-SOLICITATION

Section X.01 Upon execution of this Agreement and for a period of twelve (12) months thereafter, neither party shall, directly or indirectly, in any manner solicit or induce for employment any person who performed any work under this Agreement who is then in the employment of the other party. A general advertisement or notice of a job listing or opening or other similar general publication of a job search or availability to fill employment positions, including on the internet, shall not be construed as a solicitation or inducement for the purposes of this Section 10.01, and the hiring of any such employees or independent contractor who freely responds thereto shall not be a breach of this Section 10.01.

Section X.02 If either Tomahawk or Customer breaches Section 10.01, the breaching party shall, on demand, pay to the non-breaching party a sum equal to one year’s basic salary or the annual fee that was payable by the claiming party to that employee, worker or independent contractor plus the recruitment costs incurred by the non-breaching party in replacing such person.

ARTICLE XI
FORCE MAJEURE

Section XI.01 No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such failure or delay is caused by or results from acts beyond the affected party’s reasonable control, including, without limitation: acts of God; flood, fire or explosion; war, invasion, riot or other civil unrest; actions, embargoes or blockades in effect on or after the date of this Agreement; national or regional emergency; strikes, labor stoppages or slowdowns or other industrial disturbances; compliance with any law or governmental order, rule, regulation or direction, or any action taken by a governmental or public authority, including but not limited to imposing an embargo, export or import restriction, quota or other restriction or prohibition, or failing to grant a necessary license or consent; any other event which is beyond the reasonable control of such party (each of the foregoing, a “Force Majeure Event”). A party whose performance is affected by a Force Majeure Event shall give notice to the other party, stating the period of time the occurrence is expected to continue and shall use diligent efforts to end the failure or delay and minimize the effects of such Force Majeure Event.

ARTICLE XII
MISCELLANEOUS
Section XII.01 Each party shall, upon the reasonable request of the other party, execute such documents and perform such acts as may be necessary to give full effect to the terms of this Agreement.

Section XII.02 The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

Section XII.03 Customer shall not issue or release any announcement, statement, press release or other publicity or marketing materials relating to this Agreement, or otherwise use Tomahawk’s trademarks, service marks, trade names, logos, symbols or brand names without the prior written consent of Tomahawk.

Section XII.04 All notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be deemed to have been given (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by facsimile (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient or (d) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective parties at the addresses indicated below (or at such other address for a party as shall be specified in a notice given in accordance with this Section 12.04.

If to Tomahawk:

Tomahawk Defense LLC
2000 Mallory Lane
Suite 130-218
Franklin TN, 37067
Facsimile: (615) 526-2946
Attention: Keith Walawender

If to Customer:

465 Marin Boulevard
Jersey City, NJ 07302
Facsimile: (201) 547-5298
Attention: Director of Public Safety,
James Shea
Section XII.05 This Agreement, together with all Exhibits and any other documents incorporated herein by reference, constitutes the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter.

Section XII.06 Neither party may assign, transfer or delegate any or all of its rights or obligations under this Agreement, without the prior written consent of the other party; provided, that, upon prior written notice to the other party, either party may assign the Agreement to an affiliate of such party or to a successor of all or substantially all of the assets of such party through merger, reorganization, consolidation or acquisition. No assignment shall relieve the assigning party of any of its obligations hereunder. Any attempted assignment, transfer or other conveyance in violation of the foregoing shall be null and void. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

Section XII.07 This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other Person any legal or equitable right, benefit or remedy of any nature whatsoever, under or by reason of this Agreement.

Section XII.08 The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

Section XII.09 This Agreement may only be amended, modified or supplemented by an agreement in writing signed by each party hereto. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

Section XII.10 If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated, to the greatest extent possible.
Section XII.11 This Agreement shall be governed by and construed in accordance with the internal laws of the State of Delaware which the Services are performed without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of Laws of any jurisdiction other than those of the State of Delaware.

Section XII.12 EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES TRIAL BY JURY IN ANY LEGAL ACTION OR PROCEEDING RELATING TO, ARISING UNDER, OR IN CONNECTION WITH THIS AGREEMENT AND ANY CLAIM RELATED THERETO.

Section XII.13 The parties intend to and do hereby establish a quick, final and binding non-judicial dispute resolution procedure to be followed in the unlikely event any controversy should arise out of or concerning the performance of this Agreement.

(a) Any controversy, dispute, or claim of whatever nature arising out of, in connection with, or in relation to the interpretation, performance, or breach of this Agreement, except claims by Licensor for extraordinary relief such as eviction, shall be resolved, at the request of either party, through a two-step dispute resolution process administered by Judicial Arbitration & Mediation Services, Inc. ("JAMS"), or its successor, as more particularly described below.

(b) The parties shall attempt to settle all such controversies, disputes, and claims through mediation at the offices of JAMS in Chicago, Illinois or the offices of JAMS closest to Chicago, Illinois. The complaining party must contact JAMS to schedule a mediation conference within thirty (30) days of its first notice to the other party that a dispute exists. The mediation shall be an informal, non-binding conference or conferences between the Parties before a retired judge or justice from JAMS. The parties may agree on a retired judge or justice from the JAMS panel. If they are unable to agree, JAMS provide a list of three available mediators, and each party may strike one. The remaining judge or justice will serve as the mediator at the mediation conference. If more than one name remains, the designated mediator shall be selected by the Agreement Arbitration Administrator of JAMS from the remaining names. Neither party may initiate arbitration proceedings until mediation is completed. The mediation process shall continue until the case is resolved or until the mediator makes a finding that there is no possibility of resolution before referring the parties to the adjudicatory phase of their dispute resolution program.

(c) If any dispute remains between the parties after completion of the mediation process set forth in (b) above, the parties shall promptly submit the dispute to final and binding arbitration (without appeal or review) in Chicago, Illinois, administered by JAMS in accordance with the then current Rules of Practice and Procedure of JAMS. The arbitrator shall determine which is the prevailing party and shall include in the award...
the party’s reasonable attorneys’ fees and costs. The judgment and any award rendered by the arbitrator may be entered for endorsement by any federal or state court having jurisdiction of such matters.

(d) As soon as practicable after selection of the arbitrator, the arbitrator or his designated representative shall determine a reasonable estimate of anticipated fees and costs of the arbitrator, and render a statement to each party setting forth that party’s pro rata share of such fees and costs. Thereafter, each party shall, within ten (10) days of receipt of such statement, deposit the required sum with the arbitrator. Failure of any party to make such a deposit shall result in a forfeiture by the non-depositing party of the right to prosecute or defend the claim which is the subject of the arbitration, but shall not otherwise serve to abate, stay, or suspend the arbitration proceedings.

(e) Arbitration must be initiated within one (1) year from the date on which the dispute, claim, or controversy giving rise to the arbitration arose, and a party who fails to commence an arbitration within such one (1) year period agrees that it shall have waived all of its rights and thereafter shall be forever barred from doing so. The aggrieved party can initiate arbitration by sending written notice of an intention to arbitrate by registered or certified mail to all parties and to JAMS. The notice must contain a description of the dispute, the amount involved, and the remedy sought.

(f) The provisions of this Section shall survive the termination of this Agreement for any reason and shall govern any dispute, controversy, or claim arising out of or relating to this Agreement, or the breach, termination or invalidity of this Agreement, regardless of whether such dispute, controversy or claims arises before or after termination of this Agreement, and regardless of whether the related arbitration proceedings occur before or after termination of this Agreement. If any part of this Section is held to be unenforceable, it shall be severed and shall not affect either the duties to mediate or arbitrate or any other part of this Section.
Section XII.14 Each party acknowledges that a breach by a party of Article VI (Confidentiality) may cause the non-breaching party irreparable damages, for which an award of damages would not be adequate compensation and agrees that, in the event of such breach or threatened breach, the non-breaching party will be entitled to seek equitable relief, including a restraining order, injunctive relief, specific performance and any other relief that may be available from any court, in addition to any other remedy to which the non-breaching party may be entitled at law or in equity. Such remedies shall not be deemed to be exclusive but shall be in addition to all other remedies available at law or in equity, subject to any express exclusions or limitations in this Agreement to the contrary.

Section XII.15 The rights and obligations of the parties set forth in Article I, Article VI, Article VII, Article IX, Article X, and Article XII, and any right or obligation of the parties in this Agreement which, by its nature, should survive termination or expiration of this Agreement, will survive any such termination or expiration of this Agreement.

Section XII.16 This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[SIGNATURE PAGE FOLLOWS]
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

Tomahawk Defense LLC

By____________________

Name: Keith Walawender
Title: CEO

City of Jersey City

By____________________

Name: James R. Shea
Title: Director of Public Safety
EXHIBIT A
SERVICES

Services To Be Rendered By Provider:

Tomahawk Defense ("Tomahawk") will provide the Jersey City Emergency Service Unit ("JCESU") with a 5 day basic tactics training course. The course will re-establish the unit's tactical standard operating procedures ("SOP's") ensuring every officer is provided the same course of instruction.

Tomahawk will setup and instruct 2 identical courses during the week. One course will be in the morning and one in the afternoon. The morning and afternoon course will be identical to ensure quality and flexibility for the JCESU officers. Each day the curriculum will consist of a classroom session, tactical entries, and iteration training while utilizing simunition rifles and pistols. The course will cover basic exterior movement, structure and room clearance techniques for pairs and element size units. At the end of each training session a review of the days topics will be conducted. Upon completion, every JCESU officer who attends will have a clear understanding of the JCESU SOP's in order to address tactical operations more efficiently and safely.
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), (r), and (s).

Steven Fulop for Mayor 2017
Lavarro for Councilman
Friends of Joyce Waterman
Friends of Daniel Rivera
Gajewski for Council

Hallaran for Council
Friends of Richard Boggiano
Michael Yun
Osborne for Council
Friends of Councilwoman Diane Coleman

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

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

<table>
<thead>
<tr>
<th>Name of Stock or Shareholder</th>
<th>Home Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>Keith Walawender</td>
<td>8028 Austin Dr, Spring Hill, TN 37174</td>
</tr>
<tr>
<td>Michael Biller</td>
<td>204 West Spring Ct, Brentwood, TN 37207</td>
</tr>
<tr>
<td>Walter McAllan</td>
<td>923-D Gate Lo, Nashville, TN 37204</td>
</tr>
<tr>
<td>Nick Pontikes</td>
<td>380 Watkins, Chicago, IL 60614</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: Tomahawk Defense
Signed: [Signature]
Print Name: Keith Walawender
Title: CEO
Date: 7/26/17

Subscribed and sworn before me this 7th day of February 2017

My Commission expires: Aug 4, 2020

[Seal]
Oliver Davis, Chief Admin Officer
(Affiant and Corporate Seal)
C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant To N.J.S.A. 19:44A-20.26

This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.

Part I - Vendor Information

Vendor Name: Tomahawk Defense
Address: 1225 17th Avenue South
City: Nashville State: TN Zip: 37212

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

Signature

Printed Name
Title

Part II - Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than $300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

☐ Check here if disclosure is provided in electronic form.

<table>
<thead>
<tr>
<th>Contributor Name</th>
<th>Recipient Name</th>
<th>Date</th>
<th>Dollar Amount</th>
</tr>
</thead>
<tbody>
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<td></td>
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</table>

☐ Check here if the information is continued on subsequent page(s)
CERTIFICATION OF COMPLIANCE WITH THE CITY OF JERSEY CITY CONTRACTOR PAY-TO-PLAY REFORM ORDINANCE 08-128 ADOPTED ON SEPTEMBER 3, 2008

PART I - Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that Tomahawk Defense (name of business entity) has not made any reportable contributions in the **one-year period preceding __________________ (date City Council awards contract) that would be deemed to be violations of Section One of the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128 (attached hereto) and that would bar the award of this contract. I further certify that during the term of the contract Tomahawk Defense (name of business entity) will not make any reportable contributions in violation of Ordinance 08-128.

PART II - Signature and Attestation:

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

Name of Business Entity: Tomahawk Defense

Signed ____________________________
Title: CEO

Print Name: Keith Wabawenzer Date: 7FEB17

Subscribed and sworn before me this 1st day of February 2017.

My Commission expires: ____________________________

(öhavior)

(Pinnt name & title of affiant) (Corporate Seal)

STATE OF TENNESSEE NOTARY PUBLIC

**Pursuant to Section 2 of Ordinance 08-128, no contributions or solicitation of contributions made prior to the effective date Ordinance 08-128 (September 23, 2008) shall be deemed to be a violation of the Ordinance.**
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 all labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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

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

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

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

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

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

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

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

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

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

The undersigned vendor further agrees to furnish the required forms of evidence and understands that their contract/company’s bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

Representative’s Name/Title (Print): Keisha Walden

Representative’s Signature:

Name of Company: Terra Hawk Defense

Tel. No. 518-231-7116

Date: 1/28/17
CERTIFICATE OF EMPLOYEE INFORMATION REPORT
INITIAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of 15-JUN-2015 to 15-JUN-2022.

TOMAHAWK DEFENSE
1225 17TH AVE. S.
NASHVILLE TN 37212

FORD M. SCUDDER
Acting State Treasurer
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 thereunto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the
owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with
the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are
alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner
in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify,
protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits,
claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the
alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for
legal services and any and all costs and other expenses arising from such action or administrative proceeding
or incurred in connection therewith. In any and all complaints brought pursuant to the owner’s grievance
procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said
grievance procedure. If any action or administrative proceeding results in an award of damages against the
owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant
to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

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

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

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

[Signature]
Representative’s Name/Title: Keith Walsmeier
Representative’s Signature: [Signature]
Name of Company: Tomahawk Defense
Tel. No.: [13.7621-7114]
Date: 7/4/17
Minority/Woman Business Enterprise (MWBE) Questionnaire for Bidders

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

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

Business Name: Tomahawk Defense
Address: 1225 17th Avenue South, Nashville, TN 37212
Telephone No.: (757) 621-7116
Contact Name: Keith Walawender

Please check applicable category:

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

Definitions

Minority Business Enterprise

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

African American: a person having origins in any of the black racial groups of Africa
Hispanic: a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.
Asian: a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.
American Indian or Alaskan Native: a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

Woman Business Enterprise

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

DIVISION OF PURCHASING COPY
COUNCIL offered and moved adoption of the following resolution:

WHEREAS, funds must be allocated for the maintenance of Wide Area and Local Area PC Network proprietary telecommunications hardware and software systems as well as proprietary City email, anti-virus and anti-spam systems; and

WHEREAS, NETWORK MANAGEMENT SOLUTIONS, INC. (NMS) has agreed to provide these goods and services per specifications of the Division of Information Technology; and

WHEREAS, the City of Jersey City (City) has received a proposal from NMS (for a one-year period, 1-1-16 to 12-31-16) in the amount of $12,800 per month, $153,600 per year; of which $38,400 will be available in the temporary budget for this expenditure in accordance with Local Budget Law, N.J.S.A. 40A:4-1 et. seq.; and

WHEREAS, the City Purchasing Agent has certified that he considers said proposal to be fair and reasonable; and

WHEREAS, funds are available in the amount of $38,400.00 in Acct. No. 1-201-20-140-314; 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; and

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

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

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

WHEREAS, Bernadette Kuroharczuk, Director of the Information Technology Division, has determined and certified in writing that the value of the contract will exceed $17,500; and

WHEREAS, N.J.S.A. 40A:11-5(1) authorizes the City to award a contract without public advertising if said contract is for goods or services to support or maintain proprietary computer hardware and software already owned by the City.

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

1. The said aforementioned proposal of NETWORK MANAGEMENT SOLUTIONS, INC. be accepted and that a contract be awarded to said company in the amount of $153,600, and the City's Purchasing Agent is directed to have such a contract drawn up and executed.

2. The term of the contract shall be one year effective as of January 1, 2017.

3. 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.

4. The Business Entity Disclosure Certification, Chapter 271 Political Contribution Disclosure Certification, the Determination of Value Certification, and Certification of (Continued on page 2)
RESOLUTION RATIFYING AN AGREEMENT WITH NETWORK MANAGEMENT SOLUTIONS, INC. FOR THE SUPPORT OF PROPRIETARY COMPUTER HARDWARE AND SOFTWARE

Compliance with the City’s Contractor Pay-to-Play Reform Ordinance attached hereto and incorporated herein by reference, shall be placed on file with this resolution.

5. This contract is awarded without public bidding pursuant to N.J.S.A 40A:11-5(1)(dd).

6. 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.

7. Pursuant to N.J.A.C. 5:30-5.5(a) the continuation of this contract after the expenditure of funds encumbered in the 2017 Fiscal Year temporary budget shall be subject to the availability and appropriation of sufficient funds in the 2017 Fiscal Year permanent budget.

I, __________ (Donna Mauer), as Chief Financial Officer, hereby certify that these funds are available for this expenditure in Account Number: 01-201-20-140-314 for payment of the above Resolution.

Requisition No. 0177937
Purchase Order No. __________
EEO/AA Review __________

APPROVED:
__________________________       APPROVED AS TO LEGAL FORM
__________________________       Business Administrator

APPROVED:
__________________________       Corporation Counsel

Certification Required ☑
Not Required □

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 2.22.17

<table>
<thead>
<tr>
<th>COUNCILPERSON</th>
<th>AYE</th>
<th>NAY</th>
<th>N.V.</th>
</tr>
</thead>
<tbody>
<tr>
<td>GAJEWSKI</td>
<td></td>
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<tr>
<td>GADSDEN</td>
<td></td>
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<td>BOGGIANO</td>
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</tbody>
</table>

☑ Indicates Vote

Adopted at a meeting of the Munic WITHDRAWN

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

WITHDRAWN
RESOLUTION FACT SHEET - CONTRACT AWARD

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

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING AN AGREEMENT WITH NETWORK MANAGEMENT SOLUTIONS FOR THE SUPPORT OF PROPRIETARY COMPUTER HARDWARE AND SOFTWARE

Project Manager

<table>
<thead>
<tr>
<th>Department/Division</th>
<th>Name/Title</th>
<th>Phone/email</th>
</tr>
</thead>
<tbody>
<tr>
<td>Administration</td>
<td>Bernadette Kusharczuk</td>
<td>201-547-4442</td>
</tr>
<tr>
<td>Information Technology</td>
<td>Information Technology Director</td>
<td><a href="mailto:bkucharczuk@jcnj.org">bkucharczuk@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

Support services for proprietary hardware and software systems used by City agencies which includes: support of the following: PC network file servers, network routers, switches, firewalls, email servers, LAN/WAN systems, Internet filtering and distribution systems, anti-spam and anti-virus systems, City VOIP telephone systems. Also support services for installation/integration services for new hardware/software systems.

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

| IT operating budget, $12,800 per month, $153,600 per year, reimburse via partial payments on a quarterly basis | One year |

Type of award Support of proprietary IT system

Additional Information

I certify that all the facts presented herein are accurate.

Signature of Department Director  Date

Signature of Purchasing Director  Date
DETERMINATION OF VALUE CERTIFICATION

Bernadette Kucharczuk, of full age, hereby certifies as follows:

1. I am the Director of the Division of Information Technology of the City of Jersey City and have knowledge of the goods and services that the Division of Information Technology needs.

2. The Division of Information Technology uses a unique combination of hardware and software systems which are combined with a variety of telecommunication systems to create a proprietary Wide Area Network (WAN) and a number of proprietary Local Area Networks (LANs), which require on-going maintenance, management, monitoring and support.

3. The City has determined that a contract for maintenance, management, monitoring and support of these proprietary networks and the associated proprietary combination of core hardware/software systems should be awarded pursuant to N.J.S.A. 40A:11-5(l)(dd).

4. NETWORK MANAGEMENT SOLUTIONS can provide the required maintenance, management, monitoring, and support services for the proprietary WAN/LAN networks and the associated core hardware/software systems used by the City and has submitted a proposal indicating that it will provide the services on a 24x7x365 basis for the sum of $12,800 per month ($153,600 per year).

5. The Division of Information Technology’s recommendation is to award the contract to NETWORK MANAGEMENT SOLUTIONS.

6. The term of the contract is one year effective as of January 1, 2017.

7. The estimated amount of the contract exceeds $17,500.00 ($153,600).

8. This certification is made pursuant to N.J.S.A. 19:44A-20.5.

9. I certify that the foregoing statements are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

Bernadette Kucharczuk, Director
Division of Information Technology
EXHIBIT A
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

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

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

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

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

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

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.
The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

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

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

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

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

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

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

EXHIBIT A
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
Goods, Professional Services and General Service Contracts
(Mandatory Affirmative Action Language)

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

understands that their contract/company's bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10A:31-1 and N.J.A.C. 17:27.

Representative's Name/Title (Print): Donald J. Gill / President

Representative's Signature:

Name of Company:

Tel. No.: 908-322-0100 Date: 12/19/16
APPENDIX A
AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability

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

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

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

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

Representative's Name/Title Printed: Donald S. Sier, President
Representative's Signature: ______________
Name of Company: Network Management Solution
Tel. No.: 908-231-0100 Date: 12/13/96
Minority/Woman Business Enterprise (MWBE) Questionnaire for Bidders

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

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

Business Name: Network Management Solutions
Address: 422 BTC Mountainview, NJ 07092
Telephone No.: 908 231 0160
Contact Name: Donald E. Stil

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.
C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant To N.J.S.A. 19:44A-20.26

Part I - Vendor Information

<table>
<thead>
<tr>
<th>Vendor Name:</th>
<th>Network Management Solution</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address:</td>
<td>1222 Route 22</td>
</tr>
<tr>
<td>City:</td>
<td>MOUNTAIN VIEW</td>
</tr>
<tr>
<td>State:</td>
<td>NJ</td>
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<tr>
<td>Zip:</td>
<td>07042</td>
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</table>

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

Signature

Printed Name

Title

Part II - Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than $300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

☐ Check here if disclosure is provided in electronic form.

<table>
<thead>
<tr>
<th>Contributor Name</th>
<th>Recipient Name</th>
<th>Date</th>
<th>Dollar Amount</th>
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<tbody>
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</table>

☐ Check here if the information is continued on subsequent page(s)
BUSINESS ENTITY DISCLOSURE CERTIFICATION
FOR NON-PAIR AND OPEN CONTRACTS
Required Pursuant To N.J.S.A. 19:44A-20.8
CITY OF JERSEY CITY

Part I - Vendor Affirmation
The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that the <name of business entity> has not made and will not make any reportable contributions pursuant to N.J.S.A. 19:44A-1 et seq. that, pursuant to P.L. 2004, c. 19 would bar the award of this contract in the one year period preceding (date of award scheduled for approval of the contract by the governing body) to any of the following named candidate committee, joint candidates committee, or political party committee representing the elected officials of the <name of entity of elected official> 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>Hallanan for Council</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lavarro for Councilman</td>
<td>Friends of Richard Boggiano</td>
</tr>
<tr>
<td>Friends of Joyce Watterman</td>
<td>Michael Yun</td>
</tr>
<tr>
<td>Friends of Daniel Rivera</td>
<td>Osborne for Council</td>
</tr>
<tr>
<td>Gajewski for Council</td>
<td>Friends of Councilwoman Diane Coleman</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>Daniel Seitz</td>
<td>438 Ferry Ave</td>
</tr>
<tr>
<td></td>
<td>Wyckoff, NJ 07481</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: Network Management Solutions

Signed: ____________________________
Print Name: ________________________
Title: President
Date: 12/3/16

Subscribed and sworn before me this 13 day of December, 2016

ANABELA DE PINHO
Notary Public
State of New Jersey
My Commission Expires April 6, 2020

[Notary Seal]

My Commission expires: 2452312
CERTIFICATION OF COMPLIANCE WITH THE CITY OF JERSEY CITY CONTRACTOR PAY-TO-PLAY REFORM ORDINANCE 08-128 ADOPTED ON SEPTEMBER 3, 2008

PART I - Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that ___________________________ (name of business entity) has not made any reportable contributions in the **one-year period preceding _____________ (date City Council awards contract) that would be deemed to be violations of Section One of the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128 (attached hereto) and that would bar the award of this contract. I further certify that during the term of the contract ____________________________ (name of business entity) will not make any reportable contributions in violation of Ordinance 08-128.

PART II - Signature and Attestation:

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

Name of Business Entity: ____________________________

Signed: ____________________________ Title: ____________________________

Print Name: ____________________________ Date: __________

Subscribed and sworn before me this __ day of Dec., ___________.

My Commission expires: ____________________________

(Notary Public)

ANABELA DE PINHO
'Notary Public
State of New Jersey
My Commission Expires April 6, 2020
I.D.# 2452312

**Pursuant to Section 2 of Ordinance 08-128, no contributions or solicitation of contributions made prior to the effective date Ordinance 08-128 (September 23, 2008) shall be deemed to be a violation of the Ordinance.
NON COLLUSION AFFIDAVIT
STATE OF NEW JERSEY
CITY OF JERSEY CITY ss:

I certify that I am Donald D. Lee
of the firm of Network Management Solutions

the bidder making the proposal for the above named project, and that I executed the said proposal with full authority so to do; that said bidder has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the City of Jersey City relies upon the truth of the statements contained in said proposal and in the statements contained in this affidavit in awarding the contract for the said project.

I further warrant that no person or selling agency has been employed to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by (N.J.S.A.52:34-25)

(Signature of respondent)  

SUBSCRIBED AND SWORN TO BEFORE ME THIS DAY 13th of December OF 2016

(TYPE OR PRINT NAME OF AFFIANT UNDER SIGNATURE)

NOTARY PUBLIC OF Union County MY COMMISSION EXPIRES: 20 April 6, 2020

(NOTE: THIS FORM MUST BE COMPLETED, NOTARIZED AND RETURNED WITH THIS PROPOSAL).
CERTIFICATE OF EMPLOYEE INFORMATION REPORT
RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to NJ.A.C. 17:27-11 et seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of 15-OCT-2011 to 15-OCT-2018.

NETWORK MANAGEMENT SOLUTIONS, INC.
1122 ROUTE 22
MOUNTAINESE NJ 07092

Andrew P. Sidamon Eristoff
State Treasurer
STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

TAXPAYER NAME:
NETWORK MANAGEMENT SOLUTIONS, INC.

ADDRESS:
1122 RT 22
MOUNTAIN SIDE NJ 07092

EFFECTIVE DATE:
01/10/96

TRADE NAME:

SEQUENCE NUMBER:
0659986

ISSUANCE DATE:
08/14/06

Acting Director
New Jersey Division of Revenue
<table>
<thead>
<tr>
<th>VENDOR NAME/ADDRESS:</th>
<th>Network Management Solutions</th>
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<tbody>
<tr>
<td>112 Park Avenue, Mountainside, NJ 07092</td>
<td></td>
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<table>
<thead>
<tr>
<th>MAKE PONTOUCHERS PAYABLE TO:</th>
<th>Network Management Solutions</th>
</tr>
</thead>
<tbody>
<tr>
<td>CITY: Mountainside</td>
<td>STATE: NJ</td>
</tr>
<tr>
<td>TEL: 908-232-0100</td>
<td>FAX: 908-232-1306</td>
</tr>
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<table>
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<tr>
<th>MAKE CHECKS PAYABLE TO:</th>
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<tbody>
<tr>
<td>CITY: Mountainside</td>
<td>STATE: NJ</td>
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<tr>
<td>TEL: 908-232-0100</td>
<td>FAX: 908-232-1306</td>
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<table>
<thead>
<tr>
<th>DESCRIPTION OF GOODS/SERVICES TO BE RENDERED:</th>
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<tbody>
<tr>
<td>Network Management of Computer System and Network</td>
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<table>
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<th>CITY EMPLOYEE?</th>
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<th>MINORITY VENDOR?</th>
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<th>REQUIRED FORM 1099?</th>
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<td>□ YES ☐ NO</td>
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<th>NON-PROFIT?</th>
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<tr>
<td>☑ YES (include Non-Profit Certification) ☐ NO</td>
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<thead>
<tr>
<th>VENDOR'S CONTACT/AUTHORIZED PERSON:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Donald Stein</td>
</tr>
<tr>
<td>EMAIL: <a href="mailto:stein2@nmcorp.com">stein2@nmcorp.com</a></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>SIGNATURE OF CONTACT/AUTHORIZED PERSON:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Donald Stein</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>NAME &amp; TITLE OF CITY EMPLOYEE REQUESTING VENDOR NUMBER</th>
</tr>
</thead>
<tbody>
<tr>
<td>PURCHASING DIVISION USE ONLY</td>
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</table>

<table>
<thead>
<tr>
<th>AUTHORIZED TO ISSUE VENDOR #</th>
</tr>
</thead>
<tbody>
<tr>
<td>NAME/TITLE/DATE</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>ASSIGNED VENDOR #</th>
</tr>
</thead>
</table>
November 30, 2016

Ms. Bernadette Kucharczuk
Director of Information Technology
The City of Jersey City
1 Journal Square
Jersey City, NJ 07306

Dear Ms. Kucharczuk,

Attached is our management proposal for 2017. As the City moves towards migrating its email systems from on site to the Microsoft Cloud this will require less hardware and software for NMS to manage resulting in an overall cost reduction to our Agreement of approximately five percent. We appreciate the opportunity to provide this proposal to you and look forward to discussing our services in more detail.

Sincerely,

Donald R. Seisz
President, Network Management Solutions, Inc.
Infrastructure Management Proposal
Prepared for:

THE CITY OF JERSEY CITY

November 30, 2016

This proposal contains confidential information and is intended for the private use of The City of Jersey City. This proposal is not for distribution outside of The City of Jersey City.
<table>
<thead>
<tr>
<th>Section</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>INTRODUCTION</td>
<td>(2)</td>
</tr>
<tr>
<td>NETWORK MANAGEMENT SERVICES</td>
<td>(3)</td>
</tr>
<tr>
<td>SERVICE LEVEL AGREEMENT</td>
<td>(4)</td>
</tr>
<tr>
<td>COST OF SERVICES</td>
<td>(5)</td>
</tr>
<tr>
<td>CONCLUSION</td>
<td>(6)</td>
</tr>
</tbody>
</table>
Network Management Solutions (NMS) appreciates the opportunity to propose Infrastructure Management Services to The City of Jersey City.

In working with Jersey City NMS believes its services continue to provide value and we welcome feedback and want to offer network management services, which are innovative, industry leading, flexible and beneficial to the City and the staff supporting it. We will continue to provide a high level of support to insure the network is pro-actively monitored 24X7 for critical systems and 8am to 6pm (M-F) for non-critical systems. All systems and network related issues will be diagnosed and resolved in a timely and coordinated manner.

Networking technology has created tremendous business opportunities for many organizations. Network Management Solutions understands the critical nature of our customer's networks and is committed to providing and continuously improving upon the services offered. NMS is dedicated to working in conjunction with its customers as partners with the objective of providing services, which exceed expectations.

Our company's philosophy is simple, help our customers monitor and manage the technology infrastructure that is key to their business operation and success. We implement our services based on the following principles:

• Provide a watchful eye over the infrastructure, which is responsive in managing and measuring: availability, resource consumption, security levels, and fiscal responsibility.

• Provide our customers with easy to access, timely and informative reports, which detail essential information.

• Provide our customers with flexible solutions, which fit the organizations objectives, and respond promptly as requirements change.

• Provide expert customer feedback that is unbiased, product and service independent.

NMS realizes that there are several approaches, which Jersey City can take in managing its network infrastructure. As a business partner, NMS will continually help Jersey City avoid costly and timely mistakes by offering a strategy which results in maximum benefit; improved return on investment, improved controls, and increased network performance – all while controlling costs.
Network Management Solutions will provide pro-active monitoring and management and will deliver the following services under this agreement:

**WAN/LAN**
- NMS will act as the single focal point for the LAN/WAN infrastructure and all identified managed components in this agreement. This includes identifying and resolving system and circuit outages and coordinating replacement.
- Includes 8am to 6pm (M-F) monitoring and access to NMS staff and its resources.
- Provides network alarming via a management workstation. NMS will diagnose the problem area and notify designated JC personnel.
- Should a circuit or system outage occur, the designated JC contacts will be immediately notified about the outage, the reason for outage, and will be updated hourly with an estimated time of repair.
- Should a trouble call be diagnosed by NMS as a hardware failure, the equipment will be replaced by NMS staff via the current selected hardware replacement plan.
- Maintain and update as required a complete network documentation set in Visio format.

**Servers/Exchange**
- Provide monitoring of all DELL Servers. This includes monitoring active services such as DNS, WINS, and DHCP.
- Manage all DELL system Firmware/BIOS updates.
- Provide overall supervision of the Active Directory Infrastructure.
- Manage entire Infrastructure Group Policies and related services.
- Manage Microsoft WSUS Server and all related services. This includes updates for all Servers and clients.
- Manage overall Symantec Anti-Virus Server Platform.
- Provide monitoring and management of Symantec Backup Exec. jobs to verify operation.
- Provide monitoring and management of the Dell TL4000 Tape Library to include any Firmware updates.
- Provide monitoring and Management of the Dell (4) EqualLogic SAN's including disk allocation and proper operation.
- Schedule updates as required.
- Maintain all mail MX records.
- Acquire, maintain and update SSL security certificates.
Service Level Agreement

The City Of Jersey City

Proactive Monitoring

- Customer infrastructure to be monitored 8am to 6pm (M-F) non-critical systems.
- Customer infrastructure to be monitored 24X7 for critical systems.
- All faults to be identified within 5 minutes of failure.
- Problem determination to begin immediately following failure id.
- Customer to be notified within 15 minutes.
- NMS to coordinate repair of all failures.
- Customer to be updated as agreed upon by JC personnel.
- NMS to escalate all problems as required as per agreed JC procedures.
- NMS to confirm all repairs with customer.
- NMS to provide problem details via email at conclusion.
- NMS to provide daily web based reports on designated devices.
- *Failure to properly identify, notify and manage fault isolation will result in service credit for monthly management fees for device.*

Performance Reporting

- NMS to provide web based reports as needed of facility performance.
- NMS to provide web based reports as needed of core CPE performance.
- NMS to provide on demand reports.
- NMS to provide expert analysis of reports.
- NMS to provide recommendations monthly for engineering changes.
- *Failure to provide as needed performance management reports will result in service credit for monthly management fees for device.*

Installation/Change Management

- All changes will be based on agreed upon schedule.
- Standard interval for CPE change coordination is 2 business days.
- NMS will coordinate all circuit changes with carrier.
- NMS will maintain database of all JC devices, serial #’s, maintenance contracts, and contact information.
- NMS to coordinate and maintain all network diagrams.
- *Failure to deliver on NMS controlled activities will result in service credit for changes or installation fees.*
Network Management Solutions appreciates the opportunity again to propose Network Management Services to The City of Jersey City. Below are the costs associated with monitoring and managing the Jersey City Infrastructure.

- **JC WAN Management** – This service includes 8am to 6pm (M-F) monitoring, management, performance reporting, and coordination of repairs for the point-to-point Ethernet Verizon circuit, the Wireless network infrastructure and all Cisco devices for all City locations. (All Cisco hardware has existing maintenance contracts with the City). And lastly, this includes the monitoring and management of all LTW wireless antenna’s.

  Monthly Cost - $1,400.00

- **JC LAN Management** – This service includes 8am to 6pm (M-F) monitoring, management, performance reporting, and coordination of repairs for the Cisco Switching infrastructures at all locations. (All Cisco hardware has existing maintenance contracts with the City). This also includes the monitoring for UPS systems at 1JSQ and 280 Grove and the HVAC systems at 1JSQ. And lastly, this includes the monitoring and management for new wireless equipment and four locations.

  Monthly Cost - $1,500.00

- **JC Internet Access Management** – This service includes 24X7 monitoring, management, performance reporting, and coordination of repairs for (2) Internet circuits, (2) Cisco PIX Firewalls, (2) FAT Pipes and change management of the Websense filtering system. (All hardware listed above has existing maintenance contracts with the City). Includes purchase of SSL Certificates: owa.jcnj.org, vpn.jcnj.org.

  Monthly Cost - $1,100.00

- **JC Server Management** – This service includes 8am to 6pm (M-F) monitoring, management, performance reporting, and coordination of repairs for all HP /DELL Servers, Dell EqualLogic SANs, Symantec Backup Exec., and the TL4000 Tape Library.

  Monthly Cost - $7,600.00
• **JC Exchange Email Management** - This service includes 24X7 management of the Microsoft Exchange email system. This includes management of both the email and archiving systems. This also includes level 2 support for all related user email issues. And lastly, this includes all email searching for OPRA requests throughout the year provided to the Law Department.

  Monthly Cost – $700.00

• **JC Cisco Voice Systems and PRI Circuits** - This service includes 24X7 monitoring, and performance reporting for all VOIP systems at 13 Linden and 365 Summit.

  Monthly Cost – $500.00

• Certificates -

  **Total Monthly Management Cost $12,800.00**

**Conclusion**

Network Management Solutions appreciates the opportunity to again offer its services and will continue to provide the necessary resources to insure a smooth running network infrastructure. In addition, NMS looks forward to improving upon its service offerings while providing reliability, availability, and stability to the network infrastructure through structured, measured, management services.
Resolution of the City of Jersey City, N.J.

RESOLUTION AUTHORIZING THE CITY TO AWARD A CONTRACT TO AURICO REPORTS, INC. FOR BACKGROUND CHECK SERVICES

WHEREAS, the City of Jersey City ("City") requires a vendor to conduct criminal background check services for employees and volunteers; and

WHEREAS, the City believes such background checks promote the health, safety and welfare of the City, including in but not limited to, services provided to the public; and

WHEREAS, the City informally solicited six proposals from various vendors, and has reviewed the proposals received; and

WHEREAS, the City finds the proposal of Aurico Reports Inc. ("Aurico"), attached hereto as Exhibit A, to be most advantageous, price and other factors considered; and

WHEREAS, the Purchasing Director has certified that he considers said proposal to be fair and reasonable; and

WHEREAS, the City is acquiring these services as a statutorily permitted contract pursuant to the provisions of N.J.S.A. 40A:11-6.1, as a contract which may be awarded directly by the Purchasing Agent; and

WHEREAS, the contract shall be for the term March 1, 2017-December 31, 2017, and shall not exceed $35,000; 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 Human Resources has determined and certified in writing that the value of the contract will exceed $17,500.00; and

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

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

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

WHEREAS, funds in the amount of $5,000.00 are available in the Operating Account: No. 2017-01-201-20-116-312, for a temporary encumbrance to fund the contract for CY2017. Total Contract $35,000.00.

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

1) The Mayor and/or Business Administrator is authorized to execute a contract with Aurico Reports, Inc. for background check services, at a cost and under the terms specified.

2) The term of the contract shall be effective March 1, 2017-December 31, 2017.
RESOLUTION AUTHORIZING THE CITY TO AWARD A CONTRACT TO AURICO REPORTS, INC. FOR BACKGROUND CHECK SERVICES

3) A copy of this Resolution shall be placed on file and be available for inspection in the Office of the City Clerk.

4) Pursuant to N.J.A.C. 5:30-5.5(a), the continuation of the contract after the expenditure of funds encumbered in the 2017 Calendar Year temporary budget, shall be subject to the availability and appropriation of sufficient funds in the 2017 Calendar Year permanent budget and subsequent years' temporary and permanent budgets.

5) The Business Entity Disclosure Certification, Chapter 271 Political Contribution Disclosure Certification, Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance, and the Determination of Value Certification attached hereto and incorporated herein by reference shall be placed on file with this resolution.

6) The City is hereby authorized to take any such other actions or execute other any documents that are necessary to effectuate the purposes of this Resolution.

I, Donna Mauer, Chief Financial Officer, hereby certify that there are sufficient funds in the amount of $5,000.00 in Account No. 2017-01-201-20-116-312, P.O. No. 124084 Temporary Encumbrance for CY 2017, temporary budget for payment of the above resolution.

BD 02.07.17

APPROVED:  
APPROVED:  
Business Administrator  

APPROVED AS TO LEGAL FORM

CORPORATION COUNSEL

Certification Required  /\  Not Required

RECORD OF COUNCIL VOTE ON FINAL PASSAGE  2.22.17

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


RESOLUTION FACT SHEET - CONTRACT AWARD

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

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING THE CITY TO AWARD A CONTRACT TO AURICO REPORTS, INC. FOR BACKGROUND CHECK SERVICES

Project Manager

<table>
<thead>
<tr>
<th>Department/Division</th>
<th>Human Resources</th>
<th>Director's Office</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name/Title</td>
<td>Nancy Ramos</td>
<td>Director of Human Resources</td>
</tr>
<tr>
<td>Phone/email</td>
<td>(201) 547-5217</td>
<td><a href="mailto:NancyR@jenj.org">NancyR@jenj.org</a></td>
</tr>
</tbody>
</table>

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

Contract Purpose

To conduct criminal background check services for employees and volunteers of the City of Jersey City. The City believes such back ground checks promote the health, safety and welfare of the City, including but not limited to services provided to the public.

The City finds the proposal of Aurico Reports, Inc attached hereto as Exhibit A to be most advantageous, price and other factors considered.

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

Total contract amount $35,000.00  For period March 1 2017 to December 31, 2017

Type of award  Non-fair and open contract, pursuant to the provisions of N.J.S.A. 19:44A-20.4 et seq.

If “Other Exception”, enter type

Additional Information

I certify that all the facts presented herein are accurate.

Signature of Department Director  Date

2/18/17
DETERMINATION OF VALUE CERTIFICATION

I, Nancy Ramos, of full age, hereby certify the following:

1. I am the Director of the Department of Human Resources.

2. There exists a need for the services for background checks for the Division of Workforce Management.

3. The City formally solicited quotations for background checks.

4. The Department’s recommendation is to award a contract to Aurico Reports, Inc.

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 foregoing statements made by me are willfully false, I am subject to legal action to the fullest extent of the law.

2/10/11
Date

Nancy Ramos, Director of Human Resources
Thank you for considering a partnership with Aurico to support your screening program. We look forward to exceeding your expectations every step of the way.

### Pricing Program

<table>
<thead>
<tr>
<th>Package</th>
<th>Description</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td><strong>Package I</strong></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Social Security Trace</td>
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<tr>
<td></td>
<td>Multi-Jurisdictional National Criminal Search (Includes National Sex Offender and OFAC)</td>
<td>$33.00</td>
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<tr>
<td></td>
<td>County Criminal Felony &amp; Misdemeanor – All Counties Lived - 7 Year History - No Aliases</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Federal Criminal Search – Current District of Residence</td>
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<tr>
<td></td>
<td>Optional a la carte</td>
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<tr>
<td></td>
<td>Drivers History Report (MVR)</td>
<td>$3.00</td>
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<tr>
<td></td>
<td>Arrest Records National Search</td>
<td>$7.00</td>
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<tr>
<td></td>
<td><strong>Package II</strong></td>
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<tr>
<td></td>
<td>Social Security Trace</td>
<td></td>
</tr>
<tr>
<td></td>
<td>County Criminal Felony &amp; Misdemeanor – County of Residence - No Aliases</td>
<td>$17.00</td>
</tr>
<tr>
<td></td>
<td>Multi-Jurisdictional National Criminal Index Search</td>
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</tbody>
</table>

### A La Carte Pricing

<table>
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<tr>
<th>Item</th>
<th>Price</th>
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<tbody>
<tr>
<td>Social Security Trace</td>
<td>$ 3.00</td>
</tr>
<tr>
<td>County Criminal Felony &amp; Misdemeanor – Per County</td>
<td>$ 8.00</td>
</tr>
<tr>
<td>Multi-Jurisdictional National Criminal Search (Includes National Sex Offender and OFAC)</td>
<td>$ 6.00</td>
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<tr>
<td>Arrest Records National Search</td>
<td>$ 7.00</td>
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<tr>
<td>Drivers History Report (MVR)</td>
<td>$ 3.00</td>
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<tr>
<td>Credit History Report</td>
<td>$ 5.50</td>
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<tr>
<td>Statewide Criminal Report – Per State</td>
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<td>Federal Criminal Search – All Districts Lived - 7 Year History</td>
<td>$10.00</td>
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<tr>
<td>Employment Verification – Per Employer</td>
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<tr>
<td>In-Depth Employment Verification with Supervisor Interview - per employer</td>
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<td>DOT Employment Verification - Per Employer</td>
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</tr>
<tr>
<td>Reference Interview (Professional/Personal) – Per Reference</td>
<td>$ 8.50</td>
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<tr>
<td>Education Verification – Per Institution</td>
<td>$ 8.00</td>
</tr>
<tr>
<td>Professional License Verification – Per License</td>
<td>$ 8.50</td>
</tr>
</tbody>
</table>
I. When federal, state, county and other governmental agencies charge fees for searches, they will be passed to City of Jersey City.

II. Educational institutions and/or employer's access fees will be passed to City of Jersey City.

III. States have access fees for motor vehicle records and they will be passed to City of Jersey City.

IV. Access fees for any product, including but not limited to workers compensation, fingerprinting, and screening will be passed to City of Jersey City.

V. Additional searches for aliases and maiden names will be billed to City of Jersey City at a la Carte rates.

VI. Global search pricing is based on current vendor availability and cost, and is subject to change without notice.

VII. All database searches, including but not limited to Multi-Jurisdictional National Criminal Index reports, statewide criminal reports, which generate "possible records" will be confirmed at the source county. Aurico automatically performs follow-up searches at the source county and charges the a la carte county rate.

VIII. Aurico reports Felony and Misdemeanor (FM) cases received from the main county repository. The type of cases reported include convictions, open/pending, and deferred judgment. Aurico does not report items that are not considered a felony and misdemeanor (i.e. ordinance violations, traffic offenses) are not included in a Felony/Misdemeanor (FM) criminal report.

IX. When credit reports are part of the screening package, it is required under the FCRA that Aurico perform an inspection. This will credential City of Jersey City as an authorized end-user of consumer reports. Site inspection includes an onsite physical inspection of City of Jersey City’s premises. Fee for this inspection is $65.00.

X. There will be a one-time WebACE™ system set-up fee of $100.00 for background screening and $100.00 for drug screening.

XI. When Aurico is requested to manage Adverse Action, a $5.00 fee per transaction will be billed to City of Jersey City.

XII. Faxed, e-mailed and mailed order submissions will incur a $5.00 key entry processing fee.

XIII. Order submissions which require "reprocessing" will incur a $5 fee.

XIV. Mailing services, excluding Adverse Action, will incur a $2.00 fee per transaction.

XV. Charges incurred for using third party or out-of-network collection facilities, incomplete drug tests, and other services will be passed to City of Jersey City.

XVI. Drug screens and occupational health services requiring Aurico to register on City of Jersey City’s behalf will incur a $5.00 fee.

XVII. Drug screens and occupational health services registrations resulting in "no show" will incur a $5.00 fee.

XVIII. Aurico provides consolidated monthly billing.

XIX. Proposal must be initialed within 30 days from date on cover.
Good morning Jean,

I'm sorry I missed you on the call this morning (dropped off at 9:35). We appreciate the opportunity to provide you with our pricing proposal and value the relationship that we have.

Below are the turnaround times for last quarter (October 1st - December 31st) by location/package. It does fall well below our average of 3-5 business days at an average of 1.5 business days, which is fantastic.

<table>
<thead>
<tr>
<th>Location/Packages</th>
<th>Number Ordered</th>
<th>Average of Turnaround Days</th>
</tr>
</thead>
<tbody>
<tr>
<td>City of Jersey City - Jersey City, NJ</td>
<td>92</td>
<td>1.60</td>
</tr>
<tr>
<td>I. Standard Package</td>
<td>15</td>
<td>1.17</td>
</tr>
<tr>
<td>II. Volunteer/Seasonal/Minor</td>
<td>77</td>
<td>1.68</td>
</tr>
<tr>
<td>City of Jersey City Volunteers &amp; Interns - Jersey City, NJ</td>
<td>12</td>
<td>0.73</td>
</tr>
<tr>
<td>II. Volunteer/Seasonal/Minor</td>
<td>12</td>
<td>0.73</td>
</tr>
<tr>
<td>Grand Total</td>
<td>104</td>
<td>1.50</td>
</tr>
</tbody>
</table>

Our system indicates that Mark Bunbury and Nancy Ramos are the two administrators on the account that are able to make modifications. Does this still remain the case? We just want to make sure if given the opportunity to continue our partnership that we have this information up to date, so that if changes are required we have the key decision makers on the phone.

Please let me know what else I can provide that would be helpful!

Lindsay Mareau
Global Software Solutions Consultant - Enterprise
hiring.careerbuilder.com | Facebook | Twitter | Youtube | Slideshare | Blog

This email has been scanned by the Symantec Email Security.cloud service.
For more information please visit http://www.symanteccloud.com
PROPOSAL

Background Screening Services

January 16, 2017

PREPARED EXCLUSIVELY FOR:

CITY OF
JERSEY CITY

PRESENTED BY:

Lindsay Mareau
Sales Director
484.532.2305
Lindsay.Mareau@careerbuilder.com
**Executive Summary**

**City of Jersey City Program Alignment**

**Dedicated Account Support**
- Dedicated Account Management: We answer with an experienced representative; no phone tree. Client Liaisons provide dedicated support.

**Improved Operational Efficiencies**
- Configurable Workflow to Support Efficiency: Our seamless integration is quickly configured and designed for efficient paperless workflow, monitoring and result review, and scalable to support screening programs of all sizes.

**Candidate-Centric Experience**
- Configurable Applicant Experience: Co-brand the screening process, modify the messaging to align with your process, and further enhance the applicant experience.

**Predictable Turnaround Times**
- Turnaround Speed: Predictable turnaround times and real-time ETA's provide clients confidence that accurate reports will be received on-time as planned.

**Enterprise Level Analytics**
- Reporting Tools: Live reporting tools provide access to over 75 pieces of analytic data in configurable graphic format. Monitor the health of your screening program in real time.

**Compliance Confidence**
- Compliance Support Team: Available for support with experience-based guidance and industry best practices.

**Consistent Screening Policies**
- Maintain Consistent Standards and Quality: Our goals are to reveal the closest match between an applicant and their records, reducing reporting errors, and ultimately delivering first-rate talent pools. Through WebACE, we consistently layer technology enables compliance to further clients alignment with on-going market factors.

**Customized Program Solutions**
- Customizations for Business Needs: We have the ability to adapt your talent acquisition process and workflow into an efficient screening program. Aurico values agility and our core competencies are derived from our ability to customize products and services for our customers.

**Strict Care Standards**
- Strict Care Procedures: Reportable information is documented and verification methods are confirmed to enhance accuracy.

**Built-In Budget Controls**
- Cost Code Allocation: Configurable cost codes enable efficient billing and allocation.
Aurico delivers outstanding customer service, exceptional screening quality, and cutting-edge technology, putting Aurico in a class of its own. Aurico has received many prestigious awards for service, operational controls, and organizational growth.


Workforce Hot List for Background Screening Companies 2015


Drug & Alcohol Testing Industry Association (DATIA) Accredited Third Party Administrator Since 2014

American Business Stevie® Award for New Product or Service of the Year (WebACE™2.0) 2013

Torch Award for Marketplace Ethics Better Business Bureau (BBB) 2014

Entrepreneurial Excellence Award for Growth 2012

National Association of Professional Background Screeners (NAPBS) Accreditation Since 2012
Implementation in Under Two Weeks*

Aurico Implementation Specialist and Account Manager lead.

Define Standard Operating Procedure (SOP) (1 hour)
Discussion of setup, operational protocol, user privileges, system configuration, and procedural workflow.

System Setup and Customer Review (1.5 hours – 1 week)
Complete setup based on SOP, review system functionality, and verify alignment with business requirements.

Training (30 Minutes/team)
Formal training including demo and Q&A. Online tutorials, on-demand documentation, webinars, and train the trainer also available.

Post Implementation Review (30 Minutes)
Aurico follows up after first order to manage user experience and verify program implemented as planned.

Business Review (30 – 60 minutes)
Business review is added to ensure strategic alignment with client changing business goals. First review is conducted 30 days post-implementation.

*When implementation includes standard WebACE feature set.
Quality

As an NAPBS Accredited and ISO 9001:2008 certified company, we audit our work product at multiple points throughout the screening process. Aurico demonstrates a commitment to consistent quality and compliance throughout the screening process. We help align client compliance processes and take strict care to deliver maximum possible accuracy.

- **Aurico Audit™** – We audit candidate provided documentation for errors/omissions and look for discrepancies prior to beginning the screen.
- **Maximum Possible Accuracy** – Train, audit, and validate procedures to deliver high quality screening results in accordance with state and FCRA regulation.
- **Practices to Ensure Maximum Possible Accuracy** – Reportable information is documented and verification methods are confirmed to enhance accuracy.
- **Technology-Enabled Compliance** – Consents, authorizations, and notices are presented electronically as “smart” pages, based on applicant information to streamline processes and inform the applicant.
- **Smart Screening** – Screening is aligned by location, business unit, client code, job type or other customer specification resulting in consistency across the employer’s enterprise.
- **Adverse Action Procedures** – Full adverse action management with tools to document evaluation.
- **Adjudicated Policy Settings** – Flagging aligns with client defined tolerance, including education/employment discrepancies, number of crimes, offense type, age of candidate and lapse of time.
- **Individualized Assessment** – Compliance tools to facilitate the internal documentation and communication of individualized assessment decisions. Enable comprehensive archive and keyword search for reference.
- **Aurico Institute** – Comprehensive compliance expertise and training, including policy reviews, webinars, compliance education, regulatory updates, newsletters, and blogs.
- **Data Privacy and Access Privileges** – Access can be restricted at multiple levels based on a user’s business role.

**WebACE™**

Our screening platform enables clients to enforce consistency, streamline workflow efficiency, stay on top of evolving compliance standards configurable to their business roles, and maintain ultimate control of the process. WebACE™ supports HR professionals with a comprehensive and seamlessly integrated screening experience.

- **Order Flexibility** – Order reports via fax, secure upload, paperless invitation, batch, kiosk, or ATS integration.
- **Operational Configuration** – Adaptable to your business processes with multiple ways to setup order entry, notifications, dashboard display, result access and user views.
- **Turnaround Speed** – Predictable turnaround times and real-time ETA’s provide clients confidence accurate reports will be received on-time as planned.
- **Electronic Filing Cabinet** – Document each step in the screening process. Maintain records, files, and notes to demonstrate individualized assessment of each candidate.
- **Cost Code Allocation** – Configurable cost codes enable efficient billing and allocation.
- **Reporting Tools** – Live reporting tools provide access to over 75 pieces of analytic data in configurable graphic format. Monitor the health of your screening program in real time.
- **Systems Integration** – Web services interfaces enabled integration with any ATS platform.
- **Configurable Applicant Experience** – Co-brand the screening process, modify the messaging to align with your process, and further enhance the applicant experience.
- **Adjudicated Workflow Automation** – Electronic background check review process with electronic escalation and automated notifications to internal customers as actions are completed.
- **Data Security** – SSAE 16 certified data centers with robust security, data protection and comprehensive redundancy protect your program.
Program Highlights

Service

The cornerstone of Aurico's culture is to provide the highest level of service to our clients. We have been rated #1 overall by HIRO Today Baker's Dozen for customer satisfaction and overall service in 2014 and 2015. All calls are answered at our U.S. operations center in four rings or less and emails are responded to promptly. Dedicated account representatives provide experienced guidance and act as an extension of your team.

- **Real-Time Status Updates** - We focus on turnaround time predictability; boosting confidence you will receive a comprehensive report on time.
- **Proactive Status Notification** - Never wonder the status of a line item or order again. Complete visibility is embedded in every step of the screen.
- **Global Coverage** - Whether screening in China, Mexico or Zimbabwe count on us to leverage our international network of in-country researchers to deliver a fast, accurate, and complete report.
- **Business Reviews** - Staying connected and aligned throughout the partnership is crucial. We will work to make sure service expectations are maintained and up to date.
- **Training** - We help train your new users throughout the partnership to maintain compliance and consistency standards as transition occurs.
- **Dedicated Account Management** - We answer with an experienced representative; no phone tree. Client Liaisons provide dedicated support.
- **U.S. Customer Service Team** - We do not use international call centers to complete research or provide customer service. We use U.S. employees who know our laws and customs to ensure quality and data protection every step of the way.
- **Compliance Support Team** - Available for support with experience-based guidance and industry best practices.
- **Applicant Help Desk** - We assist applicants throughout the screening process answering questions and providing experienced support.
- **Dedicated Adverse Action Team** - Expert team prepared to help clients and applicants through the Adverse Action and dispute process.

Drug Screening

Drug screening and occupational health testing events require detailed coordination, organization, and automation to work effectively. Our managed services program supports non-regulated and DOT regulated clients and applicants.

- **Applicant Self Scheduling** - Empower the applicant to schedule drug and occupational health testing at a clinic convenient to them.
- **Single Platform** - Through WebACE®, gain complete ability to order, schedule, check status and view results quickly and easily.
- **Real-Time Status Updates** - Our drug screening and occupational health services provide real-time updates on pending orders until completion.
- **Best Practice Consultation** - A team of experts will work to develop a screening program based on your specific requirements and provide guidance when support is needed.
- **Robust Collection Site Network** - Our network is second to none. We will help identify the best clinic with the least applicant impact.
- **Rapid Drug Testing** - A urine specimen collected at an installed clinic utilizing “smart” cup technology to provide negative drug test results directly to WebACE® within 15 minutes or less.
- **DATIA Accredited** - As an accredited TPA, it is critical we follow industry best practices by utilizing only SAMHSA certified labs for testing.
- **Fast Results** - Results are automatically downloaded and connected with background results for efficient review.
- **Electronic Chain of Custody Form (eCCF)** - Fully-integrated into the electronic background screening invitation, the eCCF can be easily created and ready for use in one simple workflow.
- **DOT Program Management** - A comprehensive web-based managed service program compliant to USDOT regulations equipped with eCCF options for faster results.
- **Comprehensive Service Suite** - Our team works to align the proper screening program.
  - Urine Testing
  - Oral Fluid Testing
  - Hair Testing
  - Breath Alcohol Testing
  - Random Testing
  - Electronic Driver Qualification (DQ) File Management
  - Occupational Health Screening
  - Post-Accident and Reasonable Suspicion
Client Testimonials

Clausen Miller

"We love using Aurico’s online applicant invitation system. It has significantly streamlined our process and hits home with our paper-lite initiatives. In addition, it saves time as we no longer have to follow up with the candidates to send back the paper application and release forms."

Colleen Cheralitia, PHR, Human Resources Manager

Enlivant

"WebACE is a very easy system. I’ve had to train on it and everyone picks it up quickly. Aurico and CareerBuilder’s customer service is absolutely top notch and any issue we have will be taken care of in a timely manner."

Andrew Knuth, Human Resources Director

Zeigler

"Since using Aurico we have been able to better select new team members that fit our culture and values as an organization. They have helped us tremendously with our hiring process as we grow the company."

Mike Van Ryan, Director of Talent Development

Trustmark Companies

"I have worked with many background screening and drug testing companies in my career and Aurico has been the best partner. Their turnaround time is one of the best I have seen and their customer service employees are extremely helpful and quick to respond. It has been a pleasure working with Aurico!"

Laura M. Joachin, Director of Talent Acquisition

Jockey

"Jockey has held a partnership with Aurico since 2009, utilizing their Background Check, Drug Testing and I-9 services. The outstanding level of customer service is what sets this company apart from all others we have used in the past. We have 100+ retail stores across the country and they go out of their way to make sure every new Store Manager is up and running and consistently fields the calls for all of those retail users."

Dana Berry, Sr. Manager, Human Resources
Client Testimonials

“Aurico provides superior service unlike any other in the employment and screening industry. Speed, ease and compliance are major concerns in our industry. Aurico addresses these concerns by providing solutions. Whether it's through developing an API integration, the kiosk system or flagging issues, Aurico makes the screening process faster, easier, and better. The Kiosk system allows companies to offer a position immediately following a final interview and if the candidate accepts, all authorizations and disclosures are executed right there in the office to commence the screening process. This speeds up the onboarding process by days and increases the candidates excitement about his/her new role. It boils down to Aurico’s customer service. Aurico listens and innovates. What more could you ask for in a partnership?”

Jennifer Clark, Chief Legal Officer, Credico (USA)

“We hire Team Members who understand the importance of the trust our customers place in us. Our selection process is quite rigorous involving multiple interviews, an assessment to determine a fit for our company, plus an observation period in our stores with the candidate. Our final step is to conduct a drug test and background check. For this important task, we chose Aurico. Aurico has cut our wait times in half for the background checks and have our drug test results within an hour! With this enhanced efficiency, we are able to onboard our new Team Members far more quickly than before. Aurico also provides robust reporting and analytics, which allows us to improve our processes. Our partnership with Aurico has truly improved our hiring process while maintaining high standards of selection. I recommend Aurico without reservation as a partner in the arena of drug and background screening.”

Rob Brockman, CHRAO, EZ Corp

“Once you have Talentstream Recruit, it’s a no brainer to add on Aurico. With other vendors I waited two weeks to get drug screen results and candidates would be told to go to a clinic four hours away – it was a terrible candidate experience. Now, I get drug screen results the same day! The background check usually comes the next day, so that is three days versus two weeks with other vendors. I want a T-shirt or a button that says, ‘I love Aurico!’”

Marsha Majors, Talent Sourcing Manager, Arlens
Service Definitions: Background Screening

**DOT Employment Verification**
This report verifies information required by the Department of Transportation (DOT). DOT compliance report provides verification from current and former employers of dates of employment during the mandated time frame and responses from appropriate questions asked regarding the DOT Drug/Alcohol test results.

**Driver’s History Report (MVR)**
This report searches state records for violations, DUIs, suspensions, administrative actions, and revocations as listed on the official driving record. This report is essential in avoiding negligent hiring issues when employing drivers or employees that drive for company business. Aurico’s MVR reports are processed through each state’s Department of Motor Vehicles and do not use aggregated databases.

**Education Verification**
This report verifies high school diploma, GED, college degree, or college enrollment for one institution. The application and resume are reviewed to determine the appropriate school to verify based on the client’s protocol. Typically, the highest degree earned will be verified.

**Employment Verification**
This report is compiled by contacting employers for dates of employment, position, salary, rehire eligibility, and any additional information that HR will share. It provides verification from a credible source, such as Human Resources records.

**Federal Civil Litigation**
This report searches the U.S. federal court system for any civil litigation records pertaining to an applicant. This report also includes any open cases listed on the court docket.

**Federal Criminal Search – National**
This report searches the U.S. federal court system for any criminal records pertaining to an applicant. This report also includes any active warrants and open cases listed on the court docket.

**Financial Administrative Action Report**
This report searches eight data sources for any records of sanctions or actions against an individual: FDIC (Federal Deposit Insurance Corporation), FRB (Federal Reserve Board), NCUA (National Credit Union Administration), OCC (Office of the Comptroller of the Currency), OTS (Office of Thrift Supervision) and SEC (Securities Exchange Commission), as well as FINRA (Financial Industry Regulatory Authority) and the NFA (National Futures Association).

**Government Excluded Parties List**
This is a report that searches the Federal Excluded Parties’ List System for sanctions and administrative actions taken against individuals and companies. Entities on the list are normally barred from working on federal contracts or sub-contracts.

**In-Depth Employment Verification**
This report is compiled by contacting employers using a two-step process that includes an HR employment verification and supervisor/business reference interview. This report provides verification of dates of employment, position, salary, and rehire eligibility from a credible source.

The second contact is a non-HR interview on past/present job performance including questions regarding customer/employee relations, compliance with company policies, challenges in managing, reason for termination, job performance rating, and contact’s personal overview. This report assists in avoiding negligent hiring litigation.
Service Definitions: Background Screening

Media Search
This is a national search of periodicals, press releases, media databases and internet sources. Results include potentially derogatory, fully-sourced, articles reported to the extent they are available.

Medical Exclusion Report (HHS/OIG)
This report searches the Health and Human Services/Office of the Inspector General repositories for sanctions and actions related to the medical industry. Data sources include federal and state agencies including the FDA, GSA, State HHS equivalents, and more.

Military Verification
This report is a two-step process that verifies information received from a particular branch of the U.S. Military. Attempts are made to contact military personnel for a performance interview.

Step one provides basic information received from a U.S. military source such as dates of enlistment, job title/rank, pay grade, and type of discharge.

Step two attempts to interview appropriate military personnel for a performance interview including questions regarding people relations, compliance with policies, challenges in managing, job performance rating, and interviewee's personal overview.

Multi-Jurisdictional National Criminal Index Search
This is a premier database report that searches for occurrences of a person's name in one quick scan across the country. By searching through more than 500 million criminal records from county and state databases, Departments of Corrections records, national and international terrorism sources, banking, and financial regulatory sanctions, the results often yield partial or out-of-date information where it must be verified at the county level where the record occurred for accurate results.

National Practitioners DataBank (NPDB)
The NPDB is a federal information repository dedicated to improving health care quality, promoting patient safety, and preventing fraud and abuse.

National Sex Offender Registry
This is a national search for sex offender registrations. The report includes a LIVE search of the National Sex Offender Public Registry which includes all 50 states, the District of Columbia, Guam and Puerto Rico. The information found in this registry is the most accurate and current information available. Some states have restrictions on use and dissemination of this data.

Patriot Act Report (OFAC)
The U.S.A. Patriot Act of 2001 mandates that no U.S. company shall do business with any person or entity that has been determined to have committed, or poses a risk of committing or supporting, terrorist acts and/or those identified on the list of Specially Designated Nationals (SDN) and Blocked Persons List (BPL) generated by the Office of Foreign Assets Control (OFAC).

In addition to the required OFAC check, our report compiles information from other agencies and terrorist watch lists including the FBI, CIA, State Department, INTERPOL, Canadian, British, and Australian watch lists, as well as other domestic and international agencies.

Pre-Employment Screening Program (PSP)
The PSP is a Federal Motor Carrier Safety Administration (FMCSA) program. This search includes five years of crash data and three years of roadside inspection data from the Motor Carrier Management Information System (MCMIS) database.
Professional Employment Verification

This report is compiled by contacting previous employers using a two-step process that includes an HR employment verification and supervisor/business reference interview. This report provides verification of dates of employment, position, and salary from a credible source.

The second contact is an interview on past/present job performance including questions regarding customer/employee relations, compliance with company policies, challenges in managing, technical and organizational skills, areas excelled and areas of needed development, ability to meet deadlines, reason for termination, rehire status, job performance rating, and interviewee's personal overview.

Professional License Verification

This search verifies license/certifications earned or awarded. It also verifies date received, status, standing, expiration date, and any other pertinent information.

Reference Verification

This report is compiled by contacting references for a business reference interview. Aurico offers additional options to expand verifications, allowing you to “dig deeper” in evaluating candidates for hire.

Site Inspection for Credit Reports

This is an on-site inspection that must be performed at the principal place of business of all end users who may use a credit report for employment purposes.

The purpose of the inspection is to ensure that the end user’s business facility is commensurate with the size and purported type of business listed on the application and/or statement of intent or statement of purpose, and the identification and certifications made by the end user.

If the principal place of business has moved, a new site inspection must be conducted.

Social Security Trace Report

This report traces the use of a social security number (SSN) in public records and/or credit bureau files. This is primarily used to reveal alias names an applicant may have used and areas in which they may have lived, but it does not verify that the social security number is valid or that it belongs to the subject of the report. If a subject has used the number reported, it traces the locations where that number was used.

Statewide Criminal Report

This report looks for occurrences of a person’s name in a statewide criminal repository held by a specific state. This repository consists of a collection of records from counties in a particular state.

While useful in targeting every county in a state, statewide reports can vary greatly in turnaround time, from same-day service to three weeks or longer, and are not available in some states.

Worker’s Compensation Report

This report locates Worker’s Compensation filings with the state board. This report will provide information regarding the filing of the claim, the injury and/or impairment, and the settlement of the claim. This information can only be accessed if Worker’s Compensation records are public record in the state. This report is not available in certain states.
Hello Jean,

I've updated the pricing for you in the attached proposal, and I'm excited to say I was able to find some additional savings for you! Please let me know if you have any questions, which we can discuss on Wednesday. If not, I'm happy to cancel that calendar invite.

Thank you for letting me know how else I can help, and I appreciate the opportunity to continue to our partnership!

Lindsay Mareau
Global Software Solutions Consultant - Enterprise
Aurico | CareerBuilder | Broadbean | EMSI
Direct: 484-532-2305 | Cell: 215-823-9727
hiring.careerbuilder.com | Facebook | Twitter | Youtube | Slideshare | Blog
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, do hereby certify that [vendor name] (name of business entity) has not made any reportable contributions in the 90 day period preceding [date] (date City Council award contract) that would be deemed to be violations of Section One of the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128 (above) and that would bar the award of the 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: [vendor name]
Signed: [signature]
Title: [position]
Print Name: [print name]
Date: [date]

Subscribed and sworn before me
this [day of month], [year].
My Commission expires [expiration date]
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: | Austin Reports, LLC |
| Address:     | New Eastmen         |
| City:        | Arlington Hts       |

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

Part I - Vendor Affidavitt
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 not have the result of this test in the one year period preceding [date of award submitted for approval of the amount by the governing body] to any of the following named candidates committees, joint candidates committee or political party committee representing the elected officials of the [name of entity of elected officials] as defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (r).

<table>
<thead>
<tr>
<th>Name of Business Entity</th>
<th>Name of Candidate Committee</th>
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<tr>
<td>Steven Fulop for Mayor 2017</td>
<td>Hallanan for Council</td>
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<tr>
<td>Luzara for Councilman</td>
<td>Friends of Richard Baguiano</td>
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<td>Friends of Joyce Watters</td>
<td>Michael Yun</td>
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<td>Friends of David Rivera</td>
<td>O'Brien for Council</td>
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<tr>
<td>Gajewski for Council</td>
<td>Friends of Councilwoman Diane Coleman</td>
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</tbody>
</table>

Part II - Ownership Disclosure Certification
[X] 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 8 Corporation
- [ ] Limited Partnership
- [ ] Limited Liability Company
- [ ] Limited Liability Partnership

<table>
<thead>
<tr>
<th>Name of Stock or Shareholder</th>
<th>Home Address</th>
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<tbody>
<tr>
<td>Careek-Building, Inc.</td>
<td>500 Mt. Calm Ave., 3rd fl.</td>
</tr>
<tr>
<td></td>
<td>100 New York St.</td>
</tr>
<tr>
<td></td>
<td>456 West 5th St.</td>
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<td>789 Main St.</td>
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<td>1234 Avenue of the Americas</td>
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<td>567 Broadway</td>
</tr>
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<td>890 Madison Ave.</td>
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<tr>
<td></td>
<td>1111 Central Park West</td>
</tr>
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<td>2222 Park Avenue</td>
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</table>

Part III - 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 incurred under law.

Name of Business Entity: [Name of Business Entity] 11/15/2012

Signature: [Signature] Title: [Title]
Print Name: [Print Name] Date: 11/15/2012

Subscribed and sworn before me this ___ day of ________ , 2012.

My Commission expires: Dec 3, 2017

(Affiant) (Print name & title of affiant) (Corporate Seal)
EXHIBIT A (Continuation)

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

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

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

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

- Letter of Federal Affirmative Action Plan Approval
- Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division’s website at www.state.nj.us/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 in N.J.A.C. 17:27.

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

EXHIBIT A

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

The undersigned vendor further agrees to furnish the required forms of evidence and understands that their contract/company’s bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

Representative’s Name/Title (P.O.): Lauren Randazzo/VP of Compliance

Representative’s Signature: [Signature]

Name of Company: Aurecon Reports, LLC

Tel. No.: 866-255-1852

Date: 11-10-2016
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.
APPENDIX A
AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability

The contractor and the [VP of Compliance] of [Aurico Reports, LLC] (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 whatsoever 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 all forwarding 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: [Laura Randazzo (VP of Compliance)]
Representative's Signature: [Signature]
Name of Company: [Aurico Reports, LLC]
Tel. No.: 866-255-1852
Date: 11-7-2016
Minority/Woman Business Enterprise (MWBE) Questionnaire for Bidders

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

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

Business Name: Aurico Reports, LLC

Address: 116 W. Eastman St, Arlington Heights, IL 60004

Telephone No.: 866-255-1852

Contact Name: Laura Randazzo

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.

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<td>Date of Issuance:</td>
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Let me know if you need anything else. Thank you.

Best Regards,
Tom

Tom Goldberg | Strategic Accounts Director | Aurico
Direct: 516.410.0660 | Corp: 866.255.1852 | Fax: 847.255.1896
tgoldberg@aurico.com | www.aurico.com
### SECTION B - COMPANY IDENTIFICATION

**TEGNA**
7950 JONES BRANCH DR
MC LEAN, VA 22107

### SECTION D - EMPLOYMENT DATA

<table>
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<th>JOB CATEGORIES</th>
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SECTION E - REMARKS

EQUAL EMPLOYMENT OPPORTUNITY
2016 EMPLOYER INFORMATION REPORT
REPORT - TYPE 8

SECTION C - TEST FOR FILING REQUIREMENT
1-N 2-N 3-N DUNS NO.:0 EIN:363782573

SECTION E - ESTABLISHMENT INFORMATION
NAICS: 561611 Investigation Services
REGULATORY COMPLIANCE AGREEMENT

THIS AGREEMENT is between AURICO REPORTS INC (Aurico) and City of Jersey City (Customer).

This agreement is entered into on the __________ day of _________________, 2017.

1. **General**

   1. Aurico strives to deliver accurate and timely information products to assist your company (hereinafter “Customer”) in making intelligent and informed decisions for a permissible purpose under applicable law. To this end, Aurico assembles information from a variety of sources, including databases maintained by consumer reporting agencies containing information from public records, other information repositories and third-party researchers. Customer understands that these information sources and resources are not maintained by Aurico. Therefore, Aurico cannot be a guarantor that the information provided from these sources is absolutely accurate or current. Nevertheless, Aurico has in place procedures designed to respond promptly to claims of incorrect or inaccurate information in accordance with applicable law.

2. **Customer’s Certification of Fair Credit Reporting Act (FCRA) Permissible Purpose(s) (Reference Exhibit 1)**

   Upon request and relying upon Customer’s representation that it has a permissible purpose under the Fair Credit Reporting Act, 15 U.S.C. 1681 et. Seq. (FCRA), Aurico will provide consumer reports to Customer. Aurico will only furnish reports for permissible purposes under the FCRA and for no other purpose. Customer represents that it is an existing business with a legitimate permissible purpose for consumer reports offered by Aurico. Customer specifically represents that reports will only be obtained for its own use and Customer is the end user of reports. Customer will request reports for one of the following reasons: Employment/ Franchisee Purposes, Granting Credit in conjunction with a business transaction initiated by the individual who is the subject of the report, or at the written direction of the Consumer. Customer hereby certifies that all of its orders for information products from Aurico shall be made, and the resulting reports shall be used, for the following Fair Credit Reporting Act, 15 U.S.C. § 1681 et seq., permissible purposes only: Customer acknowledges receipt of the “Notice to Users” by the federal Consumer Financial Protection Bureau (“CFPB”).

(Please check all that apply)

| [X] | Section 604(a)(3)(B). For Employment/Contractor/Volunteer/Franchisee purposes including evaluating a consumer for Employment/Franchisee, promotion, reassignment or retention as an employee, where the consumer has given prior written permission. |
| [ ] | Section 604(a)(2). As instructed by the consumer in writing. |

3. **FCRA representations and responsibilities when ordering a report for Employment/Contractor/Volunteer/ Franchisee purposes**

   3.1 Customer represents that prior to requesting a report for Employment/Contractor/Volunteer Franchisee purposes, Customer shall:

   a) Disclose to the individual who is the subject of the report in a document, satisfying all requirements identified in Section 606(a)(1) of the FCRA as well as any applicable state or local laws and consisting of solely the disclosure, that a consumer report may be obtained for employment purposes,

   b) Obtain, except as otherwise permitted by law, i.e., truck drivers subject to USDOT, the written consent of the subject allowing the obtaining of the consumer report by Customer

   c) Provide to the subject a copy of the CFPB “A Summary Of Your Rights Under the Fair Credit Reporting Act” (Reference Exhibit 2) and

   d) Not utilize any information in violation of any applicable federal, state or local equal opportunity law or regulation.

   e) Customer represents that the Customer is maintaining a copy of the consumers signed disclosure and consent form in its records for a minimum period of five years.
f) Customer understands that under the provision e) within this section above, Aurico maintains the right to audit customer and require the customer to provide Aurico with a random or specific selection of signed disclosure and consent forms periodically. Aurico will notify the customer in advance of such audit and provide customer reasonable time to produce the requested documents.

3.2 Customer represents that prior to taking adverse Employment/ Franchisee action against an individual who is the subject of a report, when such action will be based in whole or in part upon the information contained in the report furnished by Aurico, Customer will:
   a) Provide a copy of the report to the individual who is the subject of the report,
   b) Provide a copy of the CFPB “A Summary Of Your Rights Under the Fair Credit Reporting Act;” (Reference Exhibit 2) and
   c) Inform the subject that he/she has a right to dispute the content of the report through Aurico.

3.3 Customer represents that upon taking adverse action based in whole or in part upon information contained in a report furnished by Aurico, Customer will provide the information statutorily-required by Section 615 of the FCRA to the subject of the report, including:
   a) Notice of the action that is being taken based in part or whole on the report,
   b) The name, address and telephone number of Aurico, and
   c) A statement that Aurico is unable to provide to the subject the specific reasons that the adverse action was taken by Customer.

3.4 In addition to the disclosure requirements identified above, if the consumer makes a written request within a reasonable amount of time, Customer will provide: (1) information about whether an investigative consumer report has been requested; (2) if an investigative consumer report has been requested, written disclosure of the nature and scope of the investigation requested; and (3) Aurico’s contact information, including complete address and toll-free telephone number. This information will be provided to the consumer no later than five (5) days after the request for such disclosure was received from the consumer or such report was first requested, whichever is the latter.

4. [Intentionally Omitted]

5. Compliance with Applicable Law

5.1 Customer agrees to abide by all applicable federal, state and local consumer reporting laws that impact Customer’s right to request, receive and use information obtained from Aurico. The laws relating to the furnishing and use of information are subject to change. It is the responsibility of Customer to become knowledgeable of such laws and to comply with them. The failure to comply with the then current applicable law may result in civil and criminal liability. Aurico does not guarantee Customer’s compliance with all applicable laws in its use of reported information, and does not provide legal or other compliance related services upon which Customer may rely in connection with its furnishing of reports. Customer understands that any documents, information, conversations or communications with any representative of Aurico regarding searches, verifications or other services offered by Aurico or use of such information by Customer are not to be considered legal counsel or legal opinion. Customer agrees that it will consult with its own knowledgeable legal counsel regarding the obtaining and use of background screening information, including but not limited to, the legality of using or relying on reported information.

5.2 Customer agrees to promptly execute and return to Aurico all documentation required, now or in the future, by any government agency, and to permit Aurico to release information necessary to ensure compliance with applicable laws or regulations. The failure to execute and return such documentation will result in Customer being blocked from receiving the information relating to the documentation and, in some circumstances; all service may be terminated without additional notice.

5.3 Customer represents that, if it orders credit reports, it will have a policy and procedures in place to investigate any discrepancy in a consumer’s address when notified by the credit bureau that the consumer’s address, as submitted by the Customer, substantially varies from the address the credit bureau has on file for that consumer. Further, if Customer grants tenancy to the consumer in the ordinary course of its business it furnishes information to the credit bureau from which the report came, that it will advise the credit bureau of the address it has verified as accurate if that address is different from the one provided by the credit bureau.
5.4 Customer agrees to abide by all federal, state and local laws that regulate privacy and the collection, use, processing and disclosure of personal information as well as Addendum A - Access Security Requirements, attached hereto. Customer also certifies that it will retain any information it receives from Aurico for a minimum period of five years from the date the report was received. It will also retain copies of pre-adverse action and adverse action notices for at least five years from the date thereof. Addendum A is incorporated into and is part of this Customer Agreement for Consumer Reports. Customer acknowledges that Aurico must, pursuant to the FCRA to audit the security requirements. Such audit is not intended to second guess the Customer’s security measures, rather it is to confirm that Customer is maintaining security to meet the standards set forth in Addendum A. Further, if Customer experiences a security breach it shall provide written notice to Aurico and such other parties that are required by applicable state, local and federal laws to receive such notice within one business day of the discovery of such breach. The form and contents of such written notice shall comply with all specific requirements of the applicable state, local and federal laws. The Parties shall confer to determine if consumer information will be secure once received by Customer.

5.5 Customer hereby certifies that Moving Violation Reports and/or Driving Records (MVRs) shall only be ordered in strict compliance with the Driver Privacy Protection Act ("DPPA", at 18 U.S.C. § 2721 et seq.) and any related state laws. Customer further certifies that no MVRs shall be ordered without first obtaining the written consent of the consumer to obtain “driving records,” evidence of which shall be transmitted to Aurico in the form of the consumer’s signed release authorization form. Customer also certifies that it will use this information only in the normal course of business to obtain lawful information relating to the holder of a commercial driver’s license or to verify information provided by an applicant or employee. Customer shall not transmit any data contained in the resulting MVR via the public internet, electronic mail or any other unsecured means.

6. **Confidentiality of Information**

6.1 Information provided by Aurico to Customer, including but not limited to all proprietary data, sales or pricing information, information related to operations, employees, products, services, all information products relating to any contractor, employee, or consumer, is considered confidential by law ("Confidential Information"). Upon its receipt, Customer shall treat the information as confidential, and shall not reveal, publish or otherwise disclose. Such information shall be maintained in confidential files to which access is restricted. Only those employees who need such information to perform their job duties shall have access to the files.

6.2 All information stored or reports furnished by Aurico are confidential and will not be disclosed to any party, except as stated herein. Information may be disclosed to:
   a) Designated employees or agents of Customer who will use the information for Employment/ Franchisee/contract purposes permissible under the FCRA,
   b) Aurico, its employees, agents and attorneys,
   c) The individual who is the subject of the report,
   d) Governmental agencies exercising a right to review Customer’s files for compliance with any applicable law or regulation,
   e) Others, as from time to time may be authorized by law, and
   f) Customers or Customer’s agents.

7. **Misuse of Information**

The FCRA prohibits the obtaining of information from a consumer reporting agency for an impermissible purpose, i.e. reasons other than those listed in paragraph 2 above. Customer or an employee of Customer may not misrepresent to Aurico the reason or permissible purpose for a report or requests a report for an impermissible purpose, or make an unauthorized release of information in a consumer report to a third party, or directly or indirectly resell any report.

8. **Independent Contractor**

The parties agree that the relationship of the parties created by this Agreement is that of independent contractor and not that of employer/employee, principal/agent, partnership, joint venture or representative of the other. Except as
JERSEY CITY - AURICO RIDER

PAYMENT

The Contractor will be entitled to monthly payments for services supplied in the previous month. Invoices are to be issued on or before the first of each month for approval by the Municipal Council on the fourth Wednesday of the month invoiced. Failure of the City to satisfy this schedule shall not entitle the contractor to interest charges, penalties or any other type of escalation of the invoiced amount.

Request for payments to the Contractor shall be submitted for approval by the City Council after the Business Administrator or his authorized designee verifies the information submitted by the Contractor. Payments can only be made after approval by the City Council.

AVAILABILITY OF FUNDS

The award of any Contract pursuant to these specifications shall in all cases be subject to the availability of funds duly appropriated for these purposes. Any Contract as awarded shall immediately cease to be in effect at such time as funds cease to be available for these purposes.

TERM

This contract shall be on a month-to-month basis, not to exceed one year, commencing on the first business day following City Council approval of the Regulatory Services Agreement. Proposal prices (other than federal, state or local mandatory fees) shall remain firm for the duration of the contract.

OPEN-END CONTRACT

This contract is awarded as an open-end contract for a term of ten (10) months. The minimum and maximum number of quantities for each item are as stated – Minimum: 0 searches. Maximum: 700 searches or $35,000, whichever is less. Contractor acknowledges that prior to the contract exceeding $17,500, contractor must submit pay-to-play documentation to City Council, pursuant to the provisions of N.J.S.A. 19:44A 20.4 et seq. (Pay-to-Play Law) and the Certification of Compliance with the City’s Contractor Pay-to-Play Reform Ordinance 08-128 adopted on September 3, 2008.

If zero is the minimum, the City is not obligated to order any quantities of that item during the contract term. Regardless of what the minimum quantity is set at, the vendor is still required to fill any order that the City places during the contract term until the maximum quantity is reached.

TERMINATION FOR CONVENIENCE

During the term of the Contract, the Business Administrator shall have the right to terminate the Contract for convenience, in whole or in part, by giving 30 days’ written notice prior to the effective date of termination. If the Contract is terminated by the Business Administrator as provided herein, the Contractor shall be paid for all obligations incurred and services rendered to the date of termination.

PROVISIONS REQUIRED BY LAW DEEMED INSERTED

Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein and if, through mistake or otherwise any such provision is not inserted or is not correctly
inserted, then upon the application of either party, the contract shall forthwith be physically amended to make such insertion.
Resolution of the City of Jersey City, N.J.

RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT WITH AVIDXCHANGE, INC. FOR THE NEW JERSEY ENERGY TRACKING AND BILL MANAGEMENT SYSTEM UNDER STATE CONTRACT WITHOUT PUBLIC BIDDING

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, the City of Jersey City (City) manages over 1,000 separate monthly bills for electricity and natural gas use in municipal facilities; and

WHEREAS, the New Jersey Energy Tracking and Bill Management System can assist the City in its goals of paying bills, saving energy and improving business operations by performing analysis on energy usage by building to implement energy conservation measures; and

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

WHEREAS, Resolution 15-529 approved on July 15, 2015 authorized the City of Jersey City (City) to enter into a Joint Agreement with AvidXChange Inc. to track and pay the City’s electric and gas bills; and

WHEREAS, AvidXChange Inc., 1111 Metropolitan Avenue, Charlotte, North Carolina 28204 is in possession of State Contract A88207, and will provide energy tracking and bill management system; 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>
</tr>
</thead>
<tbody>
<tr>
<td>01-201-31-430-303</td>
<td>123735</td>
<td>A88207</td>
<td>$3,000,000.00</td>
</tr>
<tr>
<td>01-201-31-431-303</td>
<td>123736</td>
<td>A88207</td>
<td>$3,000,000.00</td>
</tr>
</tbody>
</table>

$6,000,000.00

WHEREAS, the City Purchasing Agent has certified that he considers said proposal to be fair and reasonable;

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

1. A contract in the amount of $6,000,000.00 for providing an energy tracking and bill management system is awarded to Avid Xchange, Inc.

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 January 1, 2017 through December 31, 2017.

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

(Continued on page 2)
RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT WITH AVidXchange, Inc for the New Jersey Energy Tracking and Bill Management System under State Contract without Public Bidding

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 2017 fiscal year temporary budget shall be subject to the availability and appropriation of sufficient funds in the 2017 fiscal year budget.

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

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

<table>
<thead>
<tr>
<th>Acct #</th>
<th>P.O. #</th>
<th>State Contract</th>
<th>Total Contract</th>
</tr>
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<td>01-201-31-431-303</td>
<td>123736</td>
<td>A88207</td>
<td>$6,000,000.00</td>
</tr>
</tbody>
</table>

Approved by: Peter Polgado, Director of Purchasing

February 7, 2017

APPROVED AS TO LEGAL FORM

APPROVED: Business Administrator

APPROVED: Corporation Counsel

RECORD OF COUNCIL VOTE ON FINAL PASSAGE

<table>
<thead>
<tr>
<th>COUNCILPERSON</th>
<th>AYE</th>
<th>NAY</th>
<th>N.V.</th>
<th>COUNCILPERSON</th>
<th>AYE</th>
<th>NAY</th>
<th>N.V.</th>
<th>COUNCILPERSON</th>
<th>AYE</th>
<th>NAY</th>
<th>N.V.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Gajewski</td>
<td></td>
<td></td>
<td></td>
<td>Yon</td>
<td></td>
<td></td>
<td></td>
<td>Rivera</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>Gausden</td>
<td></td>
<td></td>
<td></td>
<td>Osborn</td>
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<td></td>
<td></td>
<td>Waterman</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Boggiano</td>
<td></td>
<td></td>
<td></td>
<td>Robinson</td>
<td></td>
<td></td>
<td></td>
<td>Lavarro, Pres.</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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 – 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 WITH AVIDCHANGE, INC. FOR THE NEW JERSEY ENERGY TRACKING AND BILL MANAGEMENT SYSTEM UNDER STATE CONTRACT WITHOUT PUBLIC BIDDING

Initiator

<table>
<thead>
<tr>
<th>Department/Division</th>
<th>Public Works</th>
<th>Director's Office</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 4994</td>
<td><a href="mailto:SteveM@TCNJ.ORG">SteveM@TCNJ.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

1. Provide bill management and payment to PSEG for electric for buildings and facilities.
2. Provide bill management and payment to PSEG for street lighting, traffic signals and camera systems.

I certify that all the facts presented herein are accurate.

Signature of Department Director Date

Signature of Purchasing Director Date
On-Line Business Registration Certificate Service

CERTIFICATE NUMBER 1827150 FOR AVIDXCHANGE, INC. IS VALID.
EXHIBIT A (Continuation)

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

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

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

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

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

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

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

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

The undersigned vendor further agrees to furnish the required forms of evidence and understands that their contract/company's bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

Representative's Name/Title (Print): PAUL KELLY, VP ENERGY INFORMATION SERVICES
Representative's Signature: 
Name of Company: AVIDXCHANGE INC 
Tel. No.: 732-818-9600 Date: 2/17/17
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 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 have arisen 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: Gail Kelly, VP - ENERGY INFORMATION SERVICES
Representative’s Signature: [Signature]
Name of Company: AVIAN XCHANGE INC.
Tel. No.: 732-789-9600
Date: 3/17/17
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: AVIDXCHANGE INC
Address: 1111 METROPOLITAN AVE, CHARLOTTE NC, 28204
Telephone No: 732-748-9600
Contact Name: PAUL KELLY

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.
LETTER AGREEMENT

Mr. Ross Agre  
Chief Legal Officer and Head of Compliance  
AvidXchange, Inc.  
1 Executive Drive  
Somerset, NJ 08873  
Attention: Mr. S. Lynn Sutcliffe

Dear Mr. Agre:

The purpose of this letter is to set forth an agreement between AvidXchange Inc. and the City of Jersey City (“Agreement”).

Under the Agreement AvidXchange Inc. agrees to provide the City of Jersey City the New Jersey Energy Tracking and Bill Management System that it is providing to the State of New Jersey pursuant to Contract No. 88207 and Index No. (T-2605). The services include: set up of bills in a relational database, reporting from the database utility bill and other information in standard or customer specific reports through the Ad Hoc reporting tool as defined in the Scope of Work in the Solicitation, processing and paying of utility bills after checking for billing errors, and tariff analysis to assure the City of Jersey City is on the best rates.

The pricing for the services shall be on a sliding scale downward based on the volume of additional bills being processed under the New Jersey Energy and Bill Management System as provided in (T-2605) as follows:

MONTHLY RATE PER BILL PROCESSED

<table>
<thead>
<tr>
<th>ANNUAL UNITS</th>
<th>MONTHLY</th>
<th>LCGRATE</th>
<th>TRSRATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>10,000</td>
<td>833</td>
<td>$3.50</td>
<td>$3.07</td>
</tr>
<tr>
<td>20,000</td>
<td>1,667</td>
<td>$3.29</td>
<td>$2.98</td>
</tr>
<tr>
<td>30,000</td>
<td>2,500</td>
<td>$3.19</td>
<td>$2.89</td>
</tr>
<tr>
<td>40,000</td>
<td>3,333</td>
<td>$3.10</td>
<td>$2.80</td>
</tr>
<tr>
<td>50,000 and Above</td>
<td>4,167 and Above</td>
<td>$3.00</td>
<td>2.72</td>
</tr>
</tbody>
</table>
In addition to bill processing, the following pricing will apply on occurrence:

1) New Account Setup $8.00 per account
2) EPA Energy Star Portfolio Manager Interface $5.00 per facility per month
3) Report Development & Software Support $200.00 per hour
4) Annual Training $1000.00 per session

*LDC means local distribution company  ** TPS means third party supplier

The City of Jersey City agrees to pay AvidXchange Inc. the prices for the services AvidXchange Inc. provides.

The term of this Agreement shall be a term of two years. The City of Jersey City may choose to renew this Agreement after two years at the then current price.

Mr. Robert Kakoleski is authorized to sign this Agreement on behalf of the City of Jersey City and to bind the City of Jersey City to the terms of the Agreement. If AvidXchange Inc. is in accord with this Agreement, please so indicate by signing in the space below.

Sincerely,

Mr. Robert J Kakoleski
Business Administrator of the City of Jersey City

AGREED TO AND ACCEPTED BY AVIDXCHANGE, INC.:

BY

Ross Agre,
Chief Legal Officer and Head of Compliance AvidXchange Inc.
Master AvidPay Trust Joinder Agreement

THIS JOINDER AGREEMENT is made and entered into as of the last date of execution below, by and between OLD NORTH STATE TRUST, LLC (the "Trustee"), and

[City of Jersey City, NN] (the "Company").

WHEREAS, the Company and AvidXchange, Inc. ("Avid") have entered into an agreement (the "Avid Agreement") whereby Avid will assist the Company with the management of the Company's accounts payable and utility bill payments; and

WHEREAS, to facilitate the payment of the Company's accounts payable and utility bill payments under the Avid Agreement, the Company wishes to establish a trust with the Company as the sole beneficiary and the Trustee as the sole trustee to be administered pursuant to that certain Master AvidPay Trust Agreement by and among other Avid customers as grantors and beneficiaries, Avid and the Trustee, dated January 11, 2016 (the "Master AvidPay Trust Agreement"); and

WHEREAS, the Company wishes for the Trustee to hold assets for the Company in trust, and to dispose of such funds in accordance with the Avid Agreement and the Master AvidPay Trust Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. The Company, by virtue of its execution of this Joinder Agreement, does hereby agree to be bound by the terms and provisions of the Master AvidPay Trust Agreement, pursuant to which a trust shall be established for its benefit.

2. Each of Avid and the Trustee, by virtue of their execution of this Joinder Agreement, hereby acknowledge the Company as a party to the Master AvidPay Trust Agreement.

3. This Joinder Agreement may be executed in any number of counterparts with the same effect as if all parties had signed the same document. All counterparts shall be construed together and shall constitute one instrument.

4. This Joinder Agreement and the rights of the parties hereunder shall be interpreted in accordance with the laws of the State of North Carolina, and all rights and remedies shall be governed by such laws without regard to principles of conflict of laws.

5. The Trustee may terminate this Joinder Agreement and the trust arrangement between the Trustee and the Company at any time with thirty (30) days' written notice delivered to the Company. In addition, this Joinder Agreement and trust arrangement between the Trustee and the Company will automatically terminate upon termination of the Avid Agreement.
IN WITNESS WHEREOF, the Company and the Trustee have executed this Joinder Agreement as of the date first above written.

COMPANY

Name of Company: City of Jersey City, NJ
Signature: __________________________
Printed Name: ROBERT J. KAKOLESKI
Title: BUSINESS ADMINISTRATOR
CITY OF JERSEY CITY
Date: 5/31/16

ACKNOWLEDGED BY:

AVIXCHANGE, INC.

By: __________________________
Name: Nora Mutafchieva
Title: Treasury Services Manager
Date: 6/6/2016

OLD NORTH STATE TRUST, LLC

By: __________________________
Name: Jan Metcalf
Title: Sr trust officer
Date: 6/6/2016
# New Jersey Tracking and Bill Management System

## Jersey City

**Estimated Cost Calculation for NJ Tracking and Bill Management System**

<table>
<thead>
<tr>
<th>Service</th>
<th># of Acc.</th>
<th>Cost</th>
<th>Per Month</th>
<th>Per Year</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Electric</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Elec. (Standard)</td>
<td>488</td>
<td>3.15</td>
<td>1,572</td>
<td>19,826</td>
</tr>
<tr>
<td>Elec. (3rd Party)</td>
<td>388</td>
<td>2.17</td>
<td>839</td>
<td>10,067</td>
</tr>
<tr>
<td><strong>Total Electric</strong></td>
<td>876</td>
<td></td>
<td>2,411</td>
<td>30,477</td>
</tr>
<tr>
<td><strong>Gas</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Gas (Standard)</td>
<td>112</td>
<td>5.00</td>
<td>562</td>
<td>6,744</td>
</tr>
<tr>
<td>Gas (3rd Party)</td>
<td>112</td>
<td>5.17</td>
<td>577</td>
<td>6,924</td>
</tr>
<tr>
<td><strong>Total Gas</strong></td>
<td>224</td>
<td></td>
<td>1,139</td>
<td>13,668</td>
</tr>
<tr>
<td><strong>Water/ Sewer</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Water/ Sewer (Standard)</td>
<td>0</td>
<td>0.00</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td><strong>Total Water/ Sewer</strong></td>
<td>0</td>
<td></td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td><strong>Other</strong></td>
<td></td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Other (Standard)</td>
<td>0</td>
<td>2.36</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Other (3rd Party)</td>
<td>0</td>
<td>2.37</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td><strong>Total Other</strong></td>
<td>0</td>
<td></td>
<td>0</td>
<td>0</td>
</tr>
</tbody>
</table>

**Total Monthly Cost:** 3,720.02

**Total Annual Cost:** 44,680.00

**Number of Facilities in Portfolio:** 1,110

## Additional Charges

- **One-Time Setup Fee**: $6,000 per Account
  - Total 1st Year Costs: 43,680.00
  - Annual Recurring Costs: 44,600.00

### Monthly Rates Per Bill Processed

<table>
<thead>
<tr>
<th>*LDC Rate</th>
<th>*TPS Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>$2.50</td>
<td>$2.17</td>
</tr>
</tbody>
</table>

* LDC means local distribution company
* TPS means third party supplier separately billed

### Volume Discounts

<table>
<thead>
<tr>
<th>Volume in Additional Total Participants above State Contract</th>
<th>LDC Rate</th>
<th>TPS Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>0-50,000</td>
<td>0.58</td>
<td>0.37</td>
</tr>
<tr>
<td>50,000-100,000</td>
<td>0.49</td>
<td>0.37</td>
</tr>
<tr>
<td>100,000-200,000</td>
<td>0.39</td>
<td>0.34</td>
</tr>
<tr>
<td>200,000-400,000</td>
<td>0.32</td>
<td>0.29</td>
</tr>
<tr>
<td>400,000-600,000</td>
<td>0.22</td>
<td>0.22</td>
</tr>
<tr>
<td>600,000 and Above</td>
<td>0.15</td>
<td>0.20</td>
</tr>
</tbody>
</table>

The estimate above is based on the contracted changes to the State of New Jersey Awarded Contract # BE301 in 2003 (index: 1-2926), for the New Jersey Bill Tracking and Bill Management System.
1.0 PURPOSE AND INTENT

The purpose of this Contract is to provide EPA Energy Star Automated Benchmarking Services for energy bill auditing, bill consolidation and bill payment services, development and management of a comprehensive energy relational database and online reporting system. This online relational database will be used by all Participants for tracking consumption and cost of electricity, natural gas, fuel oil, diesel fuel, propane, water, sewer, chilled water, steam and hot water. Participation in the Energy Tracking and Bill Management System is mandated by State Circular for all State Departments in the Executive Branch and is also utilized by the New Jersey Transit. The contract is open to Cooperative Purchasing, municipalities, counties, colleges, fire districts and school districts.

The Energy Tracking and Bill Management System and services provides Participants track energy usage and cost at the individual building, facility or operation level, verify the accuracy of energy bills, resolve billing errors with energy providers, ensure payment of its energy bills promptly and accurately, produce meaningful consumption and cost reports with weather normalized data, produce energy cost accounting reports, facilitate energy budgeting, determine official Energy Star scores for eligible buildings, and identify opportunities for reducing energy consumption, increasing energy efficiency, reducing energy costs and reducing greenhouse gas emissions. In addition, comprehensive review of electricity accounts for proper LDC tariff utilization or classification shall be performed when requested by a Participant.

This Contract was awarded to Energy Solve/Avid Exchange as a Joint Venture. The Contract itself is in Avid Exchange's name, however both parties are jointly responsible for the services provided under this contract.

Contact Information for Energy Solve is listed below:
Mr. S. Lynn Sutcliffe
CEO
EnergySolve
One Executive Drive, Suite 401
Somerset, New Jersey 07924
732.748.4200 (direct)
lsutcliffe@energysolve.com
www.energysolve.com
Notice of Award
Term Contract(s)

T-2605
ENERGY TRACKING AND BILL MANAGEMENT SYSTEM

Vendor Information
By Vendor

PDF Documents
Email to SANTIA GONZALEZ

Downloadable NOA Documents
(Please utilize scroll bar on right side of box if necessary to view all documents)

Download All Documents
- State Contract Manager Adobe PDF (65 kb)
- Method of Operation Adobe PDF (12 kb)

The Download All Documents hyperlink will place compressed files on your computer. Files may be unzipped and viewed using WinZip. The evaluation version is available for free. Click here to learn more about WinZip or to download the latest version from the WinZip web site.

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NOAs By Number

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<th>Index #</th>
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<tbody>
<tr>
<td>T-2605</td>
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Contract #: 88207
Contract Period: FROM: 12/01/14 TO: 11/30/19
Applicable To: SELECTED STATE AGENCIES
Cooperative Purchasing: POLITICAL SUBDIVISIONS*
Vendor Name & Address: AVID XCHANGE INC
1111 METROPOLITAN AVE
SUITE 650
CHARLOTTE, NC 27820

For Procurement Bureau Use:
Solicitation #: 23344
Bid Open Date: 06/12/14
CID #: 1041779
Commodity Code: 918-41
Set-Aside: SMALL BUSINESS SUBCONTRACTING

CONDITIONS AND METHODS OF OPERATION

Multi-Source Contracts: State Agencies and Cooperative Purchasing partners should review each vendor’s product/service and prices carefully and place orders in accordance with the terms and conditions of the contract. Note that
A. Delivery: All prices F.O.B. Destination
B. Method of Operation - State Agencies Only:
Issue an agency purchase order to the appropriate contract vendor(s).

*IMPORTANT: POLITICAL SUBDIVISION & OTHER COOPERATIVE PURCHASING PARTICIPANTS

In accordance with NJ.S.A. 49A:11-11(5), N.J.S.A. 52:25-16.1 et seq. and N.J.A.C. 5:34-1.7, all Cooperative Purchasing Program participants are responsible for ensuring that the Purchase Order issued reflects the correct contract item pricing and that payment is processed accordingly. Note that only these items/services specified in the applicable State contract(s) may be purchased from the contract vendor(s) of record. Cooperative Purchasing participants assume full responsibility for all purchase transactions issued through State contracts, including Purchase Orders, delivery compliance, and payments.

Questions, problems or complaints related to Cooperative Purchasing contact:
Cooperative Purchasing Coordinator
PO Box 230
Trenton, NJ 08625
(609) 984-7047

In the event of an emergency, contact the following in the order listed:
SATTEMA SANCHEZ  PROCUREMENT SPECIALIST  609-000-0000
LINDA SPILDERNE  PROCUREMENT SPECIALIST  609-633-3906
PHILIP MICHAELS  ASSISTANT DIRECTOR  12/14/16

VENDOR INFORMATION

Vendor Name & Address: AVID XCHANGE INC
1111 METROPOLITAN AVE
SUITE 650
CHARLOTTE, NC 27820
Contact Person: MICHAEL PRAEGER
Contact Phone: 704-971-8108
Order Fax: 704-971-8172
Contract#: 88207
Expiration Date: 11/30/19
Terms: NONE
Delivery: 30 DAYS ARO
Small Business Enterprise: NO
Minority Business Enterprise: NO
Women Business Enterprise: NO
Cooperative Purchasing *: YES

* WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?

CONTRACT ITEMS/SERVICES BY VENDOR

Vendor: AVID XCHANGE INC  Contract Number: 88207
UNLESS SPECIFIED OTHERWISE BELOW:
SHIP TO: 822000 / S001
NJ FEDERAL LIAISON OFFICE
444 NO CAPITOL ST NW
SUITE 201
WASHINGTON DC 20001

LINE#  DESCRIPTION/MFGR/BRAND  COMM CODE; 918-41-086621
(CONSULTING SERVICES)  ITEM DESCRIPTION:
00001  UNLESS SPECIFIED OTHERWISE BELOW:
00002  UNLESS SPECIFIED OTHERWISE BELOW:
00003  UNLESS SPECIFIED OTHERWISE BELOW:

http://www.state.nj.us/treasury/purchase/noa/contracts/t2605_15-x-23344.shtml  1/19/2017
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<td>ANNUAL UNITS INCREASE IN TOTAL BY 10,000</td>
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Downloadable RFP Documents
(Please utilize scroll bar on right side of box if necessary to view all documents)

- NJ Standard Terms and Conditions Adobe PDF (93 kb)
- RFP TEXT Adobe PDF (569 kb)
- Attachment # 2 - Subcontractor Utilization Plan Adobe PDF (6 kb)
- NJ Standard RFP Forms Adobe PDF (1 mb)
- Bid Specific Forms # 1 - Price sheet Excel Document (57 kb)
- Cooperative Purchase Form Adobe PDF (1 mb)
- Source Disclosure Certification Adobe PDF (399 kb)
- Signature Page Adobe PDF (53 kb)
- Addendum # 1 - Revised Bid Opening Date Adobe PDF (18 kb)
- Addendum # 2 - Revised Bid Opening Date Adobe PDF (18 kb)
- Addendum # 3 - Responses to Electronic Questions Adobe PDF (39 kb)

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RESOLUTION AUTHORIZING AN AGREEMENT WITH AVIDXCHANGE, INC. FOR THE NEW JERSEY ENERGY TRACKING AND BILL MANAGEMENT SYSTEM UNDER STATE CONTRACT WITHOUT PUBLIC BIDDING

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, the City manages over 1,000 separate monthly bills for electricity and natural gas use in municipal facilities; and

WHEREAS, the utilities providing electricity and natural gas to the City persist in sending paper bills; and

WHEREAS, the New Jersey Energy Tracking and Bill Management System can assist the City in its goals of saving energy and improving business operations; and

WHEREAS, pursuant to Local Public Contracts Law N.J.S.A. 40A:11-12 allowing municipalities to use state contract without public bidding; and

WHEREAS, AvidXchange, Inc. being in possession of state contract number A8207 for the New Jersey Energy Tracking and Bill Management System; and

WHEREAS, AvidXchange, Inc. will set up monthly bills in a database, process and pay utility bills after checking for billing errors, and perform a tariff analysis to assure the City is receiving the appropriate rates; and

WHEREAS, AvidXchange, Inc. has submitted a proposal in the amount of $53,520 for the first year, and $44,640/year for subsequent years; and

WHEREAS, the City Purchasing Agent has certified that he considers said proposal to be fair and reasonable; and

WHEREAS, this award of contract is contingent upon sufficient funds being appropriated in the CY2015 temporary and permanent budgets in the following account:

| Department/Division | Acct NO. 01-201-31-433-314 | $53,520.00 |

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

1. The Mayor and/or Business Administrator is authorized to execute a contract with AvidXchange, Inc.
RESOLUTION AUTHORIZING AN AGREEMENT WITH AVIDXCHANGE, INC FOR THE NEW JERSEY ENERGY TRACKING AND BILL MANAGEMENT SYSTEM UNDER STATE CONTRACT WITHOUT PUBLIC BIDDING

2. This contract is awarded without advertising for bids pursuant to N.J.S.A 40A:11-12 because AvidXchange, Inc. holds State Contract No. A8207.

3. This contract is awarded for a term of 2 years.

4. Pursuant to N.J.A.C. 5:30-5.5(a), the continuation of the contract after the expenditure of funds encumbered in the CY 2015 temporary budget shall be subject to the availability and appropriation of sufficient funds in the CY2015 - CY2016 permanent budgets.

I, Donna Mauer, Chief Financial Officer, certify that funds in the amount of $53,520.00 are available in Account No. 01-201-31-433-314

APPROVED: 117785

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 7/15/15

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<th>AYE</th>
<th>NAY</th>
<th>N.V.</th>
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<td>RIVERA</td>
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<td>WATERMAN</td>
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<td>LAVARRO, PRES</td>
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N.V.: Not Voting (Abstain)

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

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

CITY CLERK File No. Res. 17-152
Agenda No. 10.P
Approved: WITHDRAWN

TITLE: RESOLUTION AUTHORIZING AN AGREEMENT WITH H&L SYSTEMS, INC. FOR THE SUPPORT OF PROPRIETARY COMPUTER SOFTWARE

COUNCIL offered and moved adoption of the following resolution:

WHEREAS, funds must be allocated for the continued support of the City's proprietary tax collection/financial computer software systems for the 2017 Calendar Fiscal Year; and

WHEREAS, H&L SYSTEMS, INC. has agreed to provide these services in the manner specified by the Division of Information Technology; and

WHEREAS, H&L SYSTEMS, INC. has agreed to provide the following data processing services to the City of Jersey City beginning January 1, 2017 and ending December 31, 2017:

I. Facilities Management/Programming Support
   1. Finance Office for Windows.
   2. Tax Office for Windows.
   3. Abatement Office for Windows.

II. Terms
    H&L SYSTEMS, INC. will provide the following to the City of Jersey City:
    1. Unlimited (24/7) remote, telephone or web support of system operation procedures.
    2. On Site Support as needed.
    3. Modify or enhance the existing software to match the needs of the City.
       a. Headings to reports.
       b. Correct malfunctions in current software.
       c. File Modifications.
       d. State mandated changes.
       f. Appendix A – Tasks performed by H&L SYSTEMS, INC. on an ongoing basis
    4. Provide the City with documentation and/or training on H&L SYSTEMS, INC. Software.
    5. Assist users in determining data processing problems related to daily operations and programming to resolve issues based on findings.

III. Items not included in the maintenance agreement
    1. Hardware support.

WHEREAS, the City of Jersey City has received a proposal from H&L SYSTEMS, INC. in the total amount for a one-year period of $125,000.00 of which $32,000.00 will be available in the temporary budget for this expenditure in accordance with Local Budget Law, N.J.S.A. 40A:4-1 et seq.; and

WHEREAS, the City Purchasing Agent has certified that he considers said proposal to be fair and reasonable; and

WHEREAS, funds are available in the amount of $32,000.00 in Acct. No. 1-201-20-140-314

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

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

WHEREAS, H&L SYSTEMS, INC. has submitted a Chapter 271 Political Contribution Disclosure Certification at least 10 days prior to the award of this contract; and

(Continued on page 2)
RESOLUTION AUTHORIZING AN AGREEMENT WITH H&L SYSTEMS, INC. FOR THE SUPPORT OF PROPRIETARY COMPUTER SOFTWARE

WHEREAS, H&L SYSTEMS, INC. has submitted its Certification of Compliance with the City's Pay-To-Play Ordinance 08-128 adopted on September 3, 2008; and

WHEREAS, Bernadette Kurcharczuk, the City's IT Director, has determined and certified in writing that the value of the contract will exceed $17,500; and

WHEREAS, N.J.S.A. 40A:11-5(1)(dd) authorizes the City to award a contract without public advertising if said contract is for goods or services to support or maintain proprietary computer hardware and software already owned by the City; and

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

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

1. The said aforementioned proposal of H&L SYSTEMS, INC. be accepted and that a contract be awarded to said company in the amount of $125,000, and the City's Purchasing Agent is directed to have such a contract drawn up and executed.

2. The term of the contract shall be one year effective as of January 1, 2017.

3. 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.

4. The Business Entity Disclosure Certification, Chapter 271 Political Contribution Disclosure Certification, the Determination of Value Certification, and Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance attached hereto and incorporated herein by reference, shall be placed on file with this resolution.

5. This contract is awarded without public bidding pursuant to N.J.S.A. 40A:11-5(1)(dd).

6. 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.

7. Pursuant to N.J.A.C., 5:30-5.5(a) the continuation of this contract after the expenditure of funds encumbered in the 2017 Fiscal Year temporary budget shall be subject to the availability and appropriation of sufficient funds in the 2017 Fiscal Year permanent budget.


[Signature]
(Donna Mauer), as Chief Financial Officer, hereby certify that these funds are available for this expenditure in Account Number: 01-201-20-140-314 for payment of the above Resolution.

Requisition No. 0178024
Purchase Order No.

EEO/AA Review

G:\Resolutions\hi&L\RESO CY 2017.docx

APPROVED: ________________________________ APPROVED AS TO LEGAL FORM

APPROVED:

Business Administrator
Corporation Counsel

Certification Required

Not Required

APPROVED

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 2.22.17

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</tbody>
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✓ Indicates Vote

WITHDRAWN

N.V.-Not Voting (Abstain)

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

Rolando R. Lavarro, Jr., President of Council

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

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING AN AGREEMENT WITH H&L SYSTEMS, INC. FOR THE SUPPORT OF PROPRIETARY COMPUTER SOFTWARE

Project Manager

<table>
<thead>
<tr>
<th>Department/Division</th>
<th>Administration</th>
<th>Information Technology</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name/Title</td>
<td>Bernadette Kucharczuk</td>
<td>Information Technology Director</td>
</tr>
<tr>
<td>Phone/email</td>
<td>201-547-4442</td>
<td><a href="mailto:bkucharczuk@jcnj.org">bkucharczuk@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 PM)

Contract Purpose

Contract for the support of proprietary computer software provided to the City by H&L Systems, Inc. The software is used for Tax Collection as well as City financial transactions.

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

IT operating budget, $10,416.66 per month; $125,000 per year, $32,000 initial encumbrance  One year

Type of award

If “Other Exception” enter type

Additional Information

I certify that all the facts presented herein are accurate.

__________________________________________
Signature of Department Director

__________________________________________
Signature of Purchasing Director  Date
DETERMINATION OF VALUE CERTIFICATION

Bernadette Kucharczuk, of full age, hereby certifies as follows:

1. I am the Director of the Division of Information Technology of the City of Jersey City and have knowledge of the goods and services that the Division of Information Technology needs.

2. The Division of Information Technology requires maintenance of proprietary Tax Collection and Finance System computer application software.

3. The City has determined that a contract for maintenance of these proprietary software products should be awarded pursuant to N.J.S.A. 40A:11-5(1)(dd).

4. H&L SYSTEMS, INC. can provide the maintenance services for the proprietary software systems used by the City and has submitted a proposal indicating that it will provide the services for the sum of $10,416.66 per month, $125,000 per year.

5. The Division of Information Technology's recommendation is to award the contract to H&L SYSTEMS, INC.

6. The term of the contract is one year effective as of January 1, 2017.

7. The estimated amount of the contract exceeds $17,500.00 ($125,000).

8. This certification is made pursuant to N.J.S.A. 19:44A-20.5.

9. I certify that the foregoing statements are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

Bernadette Kucharczuk, Director
Division of Information Technology

[Signature & Date]
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 committees; or political party committee representing the elected officials of the <name of entity of elected officials> as defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (r).

<table>
<thead>
<tr>
<th>Name of Candidate Committee</th>
<th>Name of Candidate Committee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Steven Fulop for Mayor 2017</td>
<td>Hallanan for Council</td>
</tr>
<tr>
<td>Lavarr for Council</td>
<td>Friends of Richard Boggiano</td>
</tr>
<tr>
<td>Friends of Joyce Watteberman</td>
<td>Michael Yun</td>
</tr>
<tr>
<td>Friends of Daniel Rivera</td>
<td>Osborne for Council</td>
</tr>
<tr>
<td>Gajewski for Council</td>
<td>Friends of Councilwoman Diane Coleman</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>Eva Santos</td>
<td>327 Marcella Dr, Toms River, NJ 08753</td>
</tr>
<tr>
<td>Niel Santos</td>
<td>506 Pine Ave, Toms River, NJ 08755</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: All Systems Inc
Signed: [Signature]
Print Name: Eva Santos
Title: Administrator
Date: 2/8/17

Subscribed and sworn before this 8th day of [Month] 2017.

My Commission expires: 10/28/18

George Vannelly, Notary Public
ID #: 2439888
Notary Public State of New Jersey
My Commission Expires October 28, 2018
CERTIFICATION OF COMPLIANCE WITH THE CITY OF JERSEY CITY
CONTRACTOR PAY-TO-PLAY REFORM ORDINANCE 08-128 ADOPTED
ON SEPTEMBER 3, 2008

PART I - Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that

(ND Systems Inc) (name of business entity) has not made any reportable
contributions in the **one-year period preceding 2014 - 2015** (date City Council
awards contract) that would be deemed to be violations of Section One of the City of Jersey City's
Contractor Pay-to-Play Reform Ordinance 08-128 (attached hereto) and that would bar the award
of this contract. I further certify that during the term of the contract (ND Systems Inc)
(name of business entity) will not make any reportable contributions in violation of Ordinance 08-128.

PART II - Signature and Attestation:

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

Name of Business Entity:  ND Systems Inc

Signed:  

Print Name: Eva Santos  Date: 2/8/17

(My Commission expires:  )

GEORGE MATTHEW VANNELLA
ID # 2439958
NOTARY PUBLIC
STATE OF NEW JERSEY
My Commission Expires October 23, 2018

**Pursuant to Section 2 of Ordinance 08-128, no contributions or solicitation of
contributions made prior to the effective date Ordinance 08-128 (September 23, 2008)
shall be deemed to be a violation of the Ordinance.**
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: | Systems Inc |
| Address: | 1347 Barcelona Dr. |
| City: | Toms River |
| State: | NJ |
| Zip: | 08753 |

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

| Signature | Esg Santos | Administrator |

Part II - Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than $300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

☐ Check here if disclosure is provided in electronic form.

<table>
<thead>
<tr>
<th>Contributor Name</th>
<th>Recipient Name</th>
<th>Date</th>
<th>Dollar Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>None</td>
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☐ 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 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:

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

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

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

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

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

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

Representative’s Name/Title (Print): MANUAL CHECK
Representative’s Signature:
Name of Company: Systems Inc
Tel. No 732-831-9370 Date: 2/18/17
APPENDIX A

AMERICANS WITH DISABILITIES ACT OF 1990

Equal Opportunity for Individuals with Disability

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

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

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

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

Representative’s Name/Title Print: EVA SANTOS
Representative’s Signature: 
Name of Company: A & J Systems Inc
Tel. No.: 732-831-9370
Date: 2/15/17
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: **H+J Systems Inc**

Address: 3227 Barcelona Dr, Toms River, N.J. 08753

Telephone No.: 732-831-9370

Contact Name: **Eva Santos**

Please check applicable category:

- [ ] Minority Owned Business (MBE)
- [X] Minority & Woman Owned Business (MWBE)
- [ ] Woman Owned Business (WBE)
- [ ] Neither

**Definitions**

**Minority Business Enterprise**

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

- **African American**: a person having origins in any of the black racial groups of Africa
- **Hispanic**: a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.
- **Asian**: a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.
- **American Indian or Alaskan Native**: a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

**Woman Business Enterprise**

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

**DIVISION OF PURCHASING COPY**
CERTIFICATE OF EMPLOYEE INFORMATION REPORT
RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of 15-JUN-2014 to 15-JUN-2021.

H & L SYSTEMS INC.
327 BARCELONA DRIVE
TOMS RIVER NJ 08753

Andrew P. Sidamon-Eristoff
State Treasurer
STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: H&L SYSTEMS, INC.
Trade Name:
Address: 327 BARCELONA DR
          TOMS RIVER, NJ 08753-2949
Certificate Number: 0567787
Effective Date: October 09, 1990
Date of Issuance: February 08, 2017

For Office Use Only:
20170208101334058
PROPOSAL FOR  
The City of Jersey City

This proposal dated the 24th day of December 2016 by H & L Systems Inc. with principal place of business at 327 Barcelona Drive, Toms River, New Jersey 08753 to the City of Jersey City a municipality of the State of New Jersey, with its principal place of business at 13-15 Linden Ave, East, Jersey City New Jersey 07305, hereby proposes that the following data processing services will be provided over the Internet by H & L Systems Inc. to the City of Jersey City beginning January 1, 2017 and ending December 31, 2017.

I. Facilities Management/Programming Support

1. Finance Office for Windows
2. Tax Office for Windows
3. Abatement Office for Windows

II. Terms

H & L will provide the following to the City of Jersey City:

1. Unlimited (24/7) remote, telephone or web support of system operation procedures. This covers user phone calls and any work that has to be done after hours by H&L. This is a requirement for these mission critical applications covered under this contract agreement.

2. On Site Support as needed.

3. Software Customization that does not alter the system core logic, including but not limited to:

   Modify or enhance the existing software to match the needs of the City.
a) Headings to reports.

b) Correct malfunctions in current software.

c) File Modifications

d) State mandated changes

e) New releases to Tax Office for Windows, Finance Office for Windows, Abatement Office for Windows and Tax Office for Windows Web Payment Module. The existing software will run on 64-bit Windows 7 as is, it will run on Windows 10 with a new client upgrade that will need to be rolled out to any new or existing client PC's.

f) New (CTC) Cloud Tax Collection & (CFO) Cloud Finance Office versions. This software is cloud based and only requires a modern browser to run no client install necessary. The data can be hosted and backed up by H&L or by City of Jersey City. There is no fee for this new version but there is a conversion and set up fee for the data. The fee is approximately 10% of the maintenance contract.

g) Appendix A – Tasks performed by H & L Systems, Inc. on an on-going basis.

4. Provide the City with updated documentation and/or training on H & L Systems Software that has been modified. The documentation will be provided via updated MS Word Documents. Any and all training/re-training can be done via a web conferencing tool like GoTo Meeting or onsite in a group/classroom setting. This is also covered by this maintenance contract at no additional fee.

5. Assist users in determining data processing problems related to daily operations and programming to resolve issues based on findings.

III. Items not included in your maintenance agreement

1. Hardware support.

Any changes and or customization to existing software not provided within the terms of this proposal must be submitted in writing, and must be approved by and between the Head of Software Development at H & L Systems Inc. and The City of Jersey City.
Appendix A

The following is a list of tasks, including but not limited to, performed by H & L Systems, Inc. on an ongoing basis:

- Assistance with the Regular Tax and Tax Abatement Billing.

- Assistance with Tax Sale Process including creating tax sale file, tax sale notices, newspaper advertisement, attending Tax Sale, printing tax sale certificates, creating liens on accounts and addressing any problems that may arise from the sale immediately.

- Assistance with various day to day issues including user data entry errors.

- Assistance with various on demand reporting requests (queries) to assist in management decisions.

- Creation of custom reports when it is determined the query will be run on a regular basis.

- Assistance with creating and printing Claims, Election, Tax Refund and Liability checks several times a month.

- Assistance with discrepancies on any yearly, monthly or daily reports.

- Programming as necessary to try and improve any and all processes.
IV. Payment Schedule

Yearly fee................................................................. $125,000.00

Payments may be made on 12 Monthly Installments as Follows.

Total Monthly Payment......................................... $10,416.66

As completed and accepted by The City of Jersey City

H & L Systems, Inc.

BY: 

Eva Santos, Administrator

ATTESTED BY: The City of Jersey City

_____________________________  ______________________________
Secretary                BY:
RESOLUTION AUTHORIZING AN AWARD OF A CONTRACT TO AFFORDABLE INTERIOR SYSTEMS FOR THE PURCHASE, DELIVERY AND INSTALLATION OF OFFICE FURNITURE UNDER STATE CONTRACT FOR THE 2ND FLOOR OFFICE RENOVATIONS AT 394 CENTRAL AVENUE (PHASE III, PROJECT 2014-028) FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF ARCHITECTURE

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, the purchase of new furniture is necessary for the 2nd floor office renovations at 394 Central Avenue; and

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

WHEREAS, Affordable Interior Systems, 4 Bonazzi Avenue, Hudson, Massachusetts 01749 is in possession of State Contract A87105, submitted a quote in the total amount of one hundred eleven thousand, ninety eight dollars and eighty cents ($111,098.80) for the purchase, delivery and installation of office furniture; and

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

<table>
<thead>
<tr>
<th>Account</th>
<th>P.O. #</th>
<th>State Contract</th>
<th>Total Contract</th>
</tr>
</thead>
<tbody>
<tr>
<td>04-215-55-838-990</td>
<td>124057</td>
<td>A81705</td>
<td>$111,098.80</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 $111,098.80 is awarded to Affordable Interior Systems for the purchase, delivery and installation of office furniture.

2. The term of the contract will be completed upon the delivery of the goods or services.

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

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

(Continued to page 2)
RESOLUTION AUTHORIZING AN AWARD OF A CONTRACT TO AFFORDABLE INTERIOR SYSTEMS FOR THE PURCHASE, DELIVERY AND INSTALLATION OF OFFICE FURNITURE UNDER STATE CONTRACT FOR THE 2ND FLOOR OFFICE RENOVATIONS AT 394 CENTRAL AVENUE (PHASE II, PROJECT 2014-028) FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF ARCHITECTURE

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

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

<table>
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</tbody>
</table>

Approved by

Peter Folgado, Director of Purchasing

RPPO, QBA

2/06/17

APPROVED: Peter Folgado, Director of Purchasing

APPROVED AS TO LEGAL FORM: Corporation Counsel

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 2.22.17

<table>
<thead>
<tr>
<th>COUNCILPERSON</th>
<th>AYE</th>
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<td>✓</td>
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<td>YUN</td>
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<td>OSBORNE</td>
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<td>✓</td>
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<td>WATTERMAN</td>
<td>✓</td>
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<td>LAVARRO, PRES.</td>
<td>✓</td>
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</tbody>
</table>

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

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

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING AN AWARD OF CONTRACT TO AFFORDABLE INTERIOR SYSTEMS FOR THE PURCHASE, DELIVERY AND INSTALLATION OF FURNITURE UNDER STATE CONTRACT AS166 FOR THE SECOND FLOOR OFFICE RENOVATIONS AT 394 CENTRAL AVENUE, PROJECT 2014-028, FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF ARCHITECTURE.

Project Manager:

<table>
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<tr>
<th>Department/Division</th>
<th>Name/Title</th>
<th>Phone/email</th>
</tr>
</thead>
<tbody>
<tr>
<td>Administration</td>
<td>Brian F. Weller, L.J.A., Director</td>
<td>(201) 547-5900, <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

Purchase of new furniture under State Contract for the office renovations at 394 Central Avenue (Phase III) - Divisions of Pension, Payroll, I.T. and Accounts & Control

The building’s interior renovation incorporated the inherent benefits of new furniture allowing for efficient use of the space. The furniture was designed for optimum user productivity that will enable better service to the public.

Cost (Identify all sources and amounts)

$111,098.80 – General Building Capital Acct. 04-215-55-839-990

Contract term (include all proposed renewals)

Furniture to be delivered within 4 to 6 weeks after contract award.

Type of award: State Contract

If “Other Exception”, enter type

Additional Information

I certify that all the facts presented herein are accurate.

Signature of Division Director Date

1/25/17 2/8/17
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<td>edge detail - 2mm - gvt/summer drops - smooth / edge detail - 2mm t-mold - gvt/summer drops - 1.125&quot; / grommet hole opt e - 16&quot; from top corner #3 &amp; #1 (72” only) / grommet cover - 3&quot; - black / ais grade a laminates / laminate - summer drops - (a-t-s-w-1202)</td>
<td>273.84</td>
<td>1,916.88</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>38</td>
<td>4</td>
<td>W-WSCCE247248</td>
<td>WORKSURFACE - CORNER X LH - 24”D X 72”W X 48”WX1 1/8”TH</td>
<td>935.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>edge detail - 2mm - gvt/summer drops - smooth / edge detail - 2mm t-mold - gvt/summer drops - 1.125&quot; / grommet hole opt e - 16&quot; from top corner #3 &amp; #1 (72” only) / grommet cover - 3&quot; - black / ais grade a laminates / laminate - summer drops - (a-t-s-w-1202)</td>
<td>261.80</td>
<td>1,047.20</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>39</td>
<td>2</td>
<td>W-WSD3072</td>
<td>WORKSURFACE - D-TOP - 30”D X 72”W X 1 1/8”TH</td>
<td>688.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>edge detail - 2mm - gvt/summer drops - smooth / edge detail - 2mm t-mold - gvt/summer drops - 1.125&quot; / grommet hole opt a - no grommets / ais grade a laminates / laminate - summer drops - (a-t-s-w-1202)</td>
<td>192.09</td>
<td>384.16</td>
<td></td>
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<tr>
<td>40</td>
<td>5</td>
<td>W-WSL236JJ</td>
<td>WORKSURFACE TOP FOR 2X36&quot; VER 2 L-SERIES LATERALS</td>
<td>520.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>edge detail - 2mm - gvt/summer drops - smooth / ais grade a laminates / laminate - summer drops - (a-t-s-w-1202)</td>
<td>145.60</td>
<td>728.00</td>
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<tr>
<td>Ref.</td>
<td>Quantity</td>
<td>Item Number</td>
<td>Description</td>
<td>Tax</td>
<td>List/Net Price</td>
<td>Amount</td>
<td></td>
<td></td>
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<tr>
<td>------</td>
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<td>-------------------</td>
<td>-----------------------------------------------------------------------------</td>
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<td></td>
</tr>
<tr>
<td>41</td>
<td>1</td>
<td>W-WSL35JJ</td>
<td>WORKSURFACE TOP FOR 36&quot; VER 2 L-SERIES LATERAL edge detail - 2mm - gvt/summer drops - smooth / als grade a laminatos / laminate - summer drops - (6-4-s-w-2022)</td>
<td>N</td>
<td>309.00</td>
<td>86.52</td>
<td></td>
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<tr>
<td>42</td>
<td>4</td>
<td>WPS-CTBSA</td>
<td>BRACKET - COUNTER (TRANSACTION) TOP - PAIR - AIS MO paint - ml (medium tone) - powder</td>
<td>N</td>
<td>79.00</td>
<td>22.12</td>
<td></td>
<td></td>
</tr>
<tr>
<td>43</td>
<td>27</td>
<td>WPS-FP</td>
<td>FLAT PLATE</td>
<td>N</td>
<td>20.00</td>
<td>5.60</td>
<td></td>
<td></td>
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<tr>
<td>44</td>
<td>7</td>
<td>WPS-UNCT24L</td>
<td>CANTILEVER REGULAR STRAIGHT 24&quot; LEFT AIS paint - als black - powder</td>
<td>N</td>
<td>62.00</td>
<td>17.36</td>
<td></td>
<td></td>
</tr>
<tr>
<td>45</td>
<td>11</td>
<td>WPS-UNCT24R</td>
<td>CANTILEVER REGULAR STRAIGHT 24&quot; RIGHT AIS paint - als black - powder</td>
<td>N</td>
<td>62.00</td>
<td>17.36</td>
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<td></td>
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<tr>
<td>46</td>
<td>36</td>
<td>WPS-UNCT24S</td>
<td>CANTILEVER REGULAR STRAIGHT 24&quot; SHARED AIS paint - als black - powder</td>
<td>N</td>
<td>90.00</td>
<td>25.20</td>
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<tr>
<td>47</td>
<td>6</td>
<td>WFS-NL22724</td>
<td>N LEG 2.5 X 2.5 SINGLE CROSSBAR 27 X 24 FREESTANDING paint - ml (medium tone) - powder</td>
<td>N</td>
<td>328.00</td>
<td>92.12</td>
<td></td>
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<tr>
<td>48</td>
<td>3</td>
<td>WFS-NL22730</td>
<td>N LEG 2.5 X 2.5 SINGLE CROSSBAR 27 X 30 FREESTANDING paint - ml (medium tone) - powder</td>
<td>N</td>
<td>348.00</td>
<td>97.44</td>
<td></td>
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<tr>
<td>49</td>
<td>2</td>
<td>WFS-P2227</td>
<td>2.5 X 2.5 SQUARE POST LEG 27&quot;H paint - ml (medium tone) - powder</td>
<td>N</td>
<td>193.00</td>
<td>54.04</td>
<td></td>
<td></td>
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<tr>
<td>50</td>
<td>1</td>
<td>E-UNBW4BIFL</td>
<td>BASE INFEED - AO2/MWALL - 8 WIRE 4 CIRCUIT - LEFT paint - ml (medium tone) - powder</td>
<td>N</td>
<td>345.00</td>
<td>95.60</td>
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<td></td>
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<tr>
<td>51</td>
<td>1</td>
<td>ACCT-INSTALL</td>
<td>INSTALLATION CHARGE</td>
<td>N</td>
<td>4500.00</td>
<td>4500.00</td>
<td></td>
<td></td>
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<tr>
<td>52</td>
<td>1</td>
<td>ACCT-NJ</td>
<td>NEW JERSEY CONTRACT SALES - GLE002</td>
<td>N</td>
<td>4500.00</td>
<td>4500.00</td>
<td></td>
<td></td>
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<tr>
<td>53</td>
<td>1</td>
<td>SER-DELIVERY1</td>
<td>DELIVERY - INCLUDED (NO CHARGE, THIRD PARTY ON COLLECT)</td>
<td>N</td>
<td>0.00</td>
<td>0.00</td>
<td></td>
<td></td>
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<tr>
<td>54</td>
<td>7</td>
<td>E-MW8W4DO4</td>
<td>DUPLEX OUTLET LINE 4 - MWALL 8W 4C - W/SCREW</td>
<td>N</td>
<td>48.00</td>
<td>13.44</td>
<td></td>
<td></td>
</tr>
<tr>
<td>55</td>
<td>26</td>
<td>W-GRC3GV1</td>
<td>GROMMET COVER - 3&quot; - GREY VALUE 1</td>
<td>N</td>
<td>21.00</td>
<td>5.88</td>
<td></td>
<td></td>
</tr>
<tr>
<td>56</td>
<td>1</td>
<td>E-UNBW4CIF</td>
<td>CEILING INFEED - AO2/MWALL - 8 WIRE 4 CIRCUIT - 144&quot;</td>
<td>N</td>
<td>389.00</td>
<td>108.92</td>
<td></td>
<td></td>
</tr>
<tr>
<td>57</td>
<td>1</td>
<td>A-PPDCSA</td>
<td>POWER/DATA POLE KIT - AIS MWALL - 136&quot;H paint - ml (medium tone) - powder</td>
<td>N</td>
<td>487.00</td>
<td>135.35</td>
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</tbody>
</table>

**NOTE:** The quantities and prices listed are subject to change and should be verified with the supplier or vendor.
<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total List Products</td>
<td>$385,210.00</td>
</tr>
<tr>
<td>Total Net Products</td>
<td>$111,098.80</td>
</tr>
<tr>
<td>Total Freight</td>
<td>$0.00</td>
</tr>
<tr>
<td>Total Product Weight</td>
<td>23,702</td>
</tr>
<tr>
<td>Nontaxable Subtotal</td>
<td>$111,096.80</td>
</tr>
<tr>
<td>Taxable Subtotal</td>
<td>$0.00</td>
</tr>
<tr>
<td>Tax</td>
<td>$0.00</td>
</tr>
<tr>
<td>Total Order</td>
<td>$111,098.80</td>
</tr>
</tbody>
</table>
DATE: January 25, 2017

TO: Rolando R. Lavarro, Jr., Council President and Members of the Municipal Council

FROM: Brian F. Weller, L.L.A., Director

SUBJECT: 394 Central Avenue - Office Renovations (Phase III)
Project No. 2014-028
Re: Affordable Interior Systems

Attached for your consideration is the Resolution authorizing the award of a contract to Affordable Interior Systems for the purchase, delivery and installation of office furniture for the 394 Central Avenue - Office Renovations (Phase III), under State Contract A81705.

ew

c: Peter Folgado, Purchasing Agent, RPPO, QPA
## STATE OF NEW JERSEY
### BUSINESS REGISTRATION CERTIFICATE

<table>
<thead>
<tr>
<th>Field</th>
<th>Information</th>
</tr>
</thead>
<tbody>
<tr>
<td>Taxpayer Name</td>
<td>AFFORDABLE INTERIOR SYSTEMS, INC.</td>
</tr>
<tr>
<td>Trade Name</td>
<td></td>
</tr>
<tr>
<td>Address</td>
<td>4 BONAZZOLI AVE</td>
</tr>
<tr>
<td></td>
<td>HUDSON, MA 01749-2849</td>
</tr>
<tr>
<td>Certificate Number</td>
<td>0056778</td>
</tr>
<tr>
<td>Effective Date</td>
<td>November 21, 1996</td>
</tr>
<tr>
<td>Date of Issuance</td>
<td>February 08, 2017</td>
</tr>
</tbody>
</table>

For Office Use Only:
20170208124528984

https://www1.state.nj.us/TYTR_BRC/servlet/common/BRCLogin
2/8/2017
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).

<table>
<thead>
<tr>
<th>Name of Candidate Committee</th>
<th>Candidate Represented</th>
</tr>
</thead>
<tbody>
<tr>
<td>Steven Fulop for Mayor 2017</td>
<td>Hallinan for Council</td>
</tr>
<tr>
<td>Lavarro for Councilman</td>
<td>Friends of Richard Boggiano</td>
</tr>
<tr>
<td>Friends of Joyce Waterman</td>
<td>Michael Yun</td>
</tr>
<tr>
<td>Friends of Daniel Rivera</td>
<td>Osborne for Council</td>
</tr>
<tr>
<td>Gajewski for Council</td>
<td>Friends of Councilwoman Diane Coleman</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.

Name of Stock or Shareholder | Home Address
----------------------------|------------------

Part 3 - Signature and Attestation
The undersigned is fully aware that if I have misrepresented in whole or in part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: AFFORDABLE INTERIOR SYSTEMS, INC.
Signed: [signature] Title: CEO
Print Name: [print name] Date: 2-7-17

Subscribed and sworn before me this 2nd day of February 2017
My Commission expires 7-17-20

ELENA C. GOODEY
Notary Public
Massachusetts
Commission Expires Jul 17, 2020

ELLEN C. Govey
Affiant
(Print name & title of affiant) (Corporate Seal)
C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant To N.J.S.A. 19:44A-20.26

This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.

Part I - Vendor Information

<table>
<thead>
<tr>
<th>Vendor Name:</th>
<th>AFFORDABLE INTEGR SYSTEMS, INC.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address:</td>
<td>4 BOMALO AVE.</td>
</tr>
<tr>
<td>City:</td>
<td>HOBOKEN</td>
</tr>
<tr>
<td>State:</td>
<td>NJ</td>
</tr>
<tr>
<td>Zip:</td>
<td>07030</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 as represented by the instructions accompanying this form.

Signature: [Signature]  Printed Name: [Printed Name]  Title: [Title]

Part II - Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than $300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

☐ Check here if disclosure is provided in electronic form.

<table>
<thead>
<tr>
<th>Contributor Name</th>
<th>Recipient Name</th>
<th>Date</th>
<th>Dollar Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>NONE</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

☐ Check here if the information is continued on subsequent page(s)
CERTIFICATION OF COMPLIANCE WITH THE CITY OF JERSEY CITY CONTRACTOR PAY-TO-PLAY REFORM ORDINANCE 08-128 ADOPTED ON SEPTEMBER 3, 2008

PART I - Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that "AFFORDABLE INTERNET SYSTEMS" (name of business entity) has not made any reportable contributions in the **one-year period preceding _8/31/2007_ (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 "AFFORDABLE INTERNET SYSTEMS" (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: AFFORDABLE INTERNET SYSTEMS, Inc

Signed ________________________________ Title: CFO

Print Name: BRYAN POETT Date: 2-7-17

Subscribed and sworn before me this 2-7-17 day of _7/17/2021_.

My Commission expires: _7/17/2021_.

ELena C. Goudey
Notary Public
Massachusetts
Commission Expires Jul 17, 2021

Affiant
Print name & title of affiant

**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.**
 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: Affordable Interior Systems, Inc.
Address: 4 Bonazzoli Ave., Hudson, MA 01749
Telephone No.: (978)562-7500
Contact Name: Ben Maxwell, Senior Vice President

Please check applicable category:

- Minority Owned Business (MBE)
- Minority & Woman Owned Business (MWBE)
- Woman Owned business (WBE)
- X Neither or None

Definitions

Minority Business Enterprise

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

- African American: a person having origins in any of the black racial groups of Africa
- Hispanic: a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.
- Asian: a person having origins in any of the original peoples of the 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 Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

DIVISION OF PURCHASING COPY
APPENDIX A
AMERICANS WITH DISABILITIES ACT OF 1990

Equal Opportunity for Individuals with Disability

The contractor and the [Company Name] (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, 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.

[Signature]

Representative's Name/Title/Print:

Representative's Signature:

Name of Company: [Company Name]

Cell No. (916) 530-7500

Date: 3-7-17
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 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/maps/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 as 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 bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

Representative’s Name/Title (Print):  
Representative’s Signature:  
Name of Company:  
Tel. No.:  
Fax:  
Date:  
908-562-7500 2-7-12
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-DEC-2014 to 15-DEC-2017.

AFFORDABLE INTERIOR SYSTEMS, INC.
4 BONAZZOLI AVENUE
HUDSON, MA 01749

Andrew P. Sidamon-Eristoff
State Treasurer
Notice of Award

Term Contract(s)

G-2004
FURNITURE: OFFICE, LOUNGE

Vendor Information
Authorized Dealer

By Vendor
Endorsed to BRIAN GALLAGHER

Downloadable NOA Documents
(Please utilize scroll bar on right side of box if necessary to view all documents)

Download All Documents

- At A Glance Excel Document (176 kb)
- Price Contract Manager Adobe PDF (7 kb)
- Method of Operation - Revised as of 6/8/15 Adobe PDF (114 kb)
- Subcontractor List Excel Document (159 kb)
- Amendment #1 - Price Adjustment - Grouse LaCasee Hurricane Sandy Special Adobe PDF (28 kb)
- Amendment #2 - Price Adjustment Adobe PDF (12 kb)
- Amendment #3 - Product Addition Adobe PDF (13 kb)
- Amendment #4 - Product Addition Adobe PDF (33 kb)
- Amendment #5 - Vendor Information Change Adobe PDF (12 kb)
- Amendment #6 - Product Addition Adobe PDF (25 kb)
- Amendment #7 - Price Adjustment Adobe PDF (13 kb)
- Amendment #8 - Price Adjustment Adobe PDF (12 kb)
- Amendment #9 - Vendor Information Change Adobe PDF (12 kb)
- Amendment #10 - Product Addition/Revised Volume Discount Global Distributors Adobe PDF (28 kb)
- Amendment #11 - Line Item Addition Adobe PDF (13 kb)
- Amendment #12 - Product Addition Adobe PDF (4 mb)
- Amendment #13 - Product Addition Adobe PDF (604 kb)
- Amendment #14 - Product Addition Adobe PDF (246 kb)

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NOAs By Number

Index #: G-2004
Contract #: VARIOUS
Contract Period: FROM: 07/30/12 TO: 07/31/17
Applicable To: ALL STATE AGENCIES
Cooperative Purchasing: POLITICAL SUBDIVISIONS
Vendor Name & Address: SEE VENDOR INFORMATION SECTION
For Procurement Bureau Use:
Solicitation #: 22677
Bid Open Date: 02/01/00
CID #: 
Commodity Code: 
Set-Aside: NONE

NOAs By Title

Search NOAs

http://www.state.nj.us/treasury/purchase/noa/contracts/g2004_12-r-22677.shtml 2/8/2017
CONDITIONS AND METHODS OF OPERATION

Multi-Source Contracts: State Agencies and Cooperative Purchasing partners should review each vendor's product/service and prices carefully and place orders in accordance with the terms and conditions of the contract. Note that:

A. Delivery: All prices F.O.B. Destination
B. Method of Operation - State Agencies Only:
Issue an agency purchase order to the appropriate contract vendor(s).

*IMPORTANT: POLITICAL SUBDIVISION & OTHER COOPERATIVE PURCHASING PARTICIPANTS

In accordance with N.J.S.A. 40A:11-11(5), N.J.S.A. 52:25-16.1 et seq. and N.J.A.C. 5:34-1.7, all Cooperative Purchasing Program participants are responsible for ensuring that the Purchase Order issued reflects the correct contract item pricing and that payment is processed accordingly. Note that only those items/services specified in the applicable State contract(s) may be purchased from the contract vendor(s) of record. Cooperative Purchasing participants assume full responsibility for all purchase transactions issued through State contracts, including Purchase Orders, delivery compliance, and payments.

Questions, problems or complaints related to Cooperative Purchasing contact:
Cooperative Purchasing Coordinator
PO Box 230
Trenton, NJ 08625
(609) 984-7047

In the event of an emergency, contact the followings in the order listed:
BRIAN GALLAGHER
PROCUREMENT SPECIALIST
609-984-9763
KAITLYN WOOLFORD
PROCUREMENT SPECIALIST
SUPERVISOR
609-943-5415
GREGG OLIVERA
ASSISTANT DIRECTOR
609-984-0756
PUB DATE: 01/09/17

VENDOR INFORMATION

Vendor Name & Address: ADELPHIA STEEL EQUIP CO
7372 STATE ROAD
PHILADELPHIA, PA 19136

Contact Person: GERRY OWENS
Contact Phone: 215-333-6300
Order Fax: 600-000-0000
Contract#: 81606
Expiration Date: 07/31/17
Terms: NONE
Delivery: 120 DAYS ARO
Small Business Enterprise: NO
Minority Business Enterprise: NO
Women Business Enterprise: NO
Cooperative Purchasing *: YES

* WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?

Vendor Name & Address: AFFORDABLE INTERIOR SYSTEMS
4 BONAZOLI AVE
HUDSON, MA 01749

Contact Person: BRYAN POIST
Contact Phone: 978-362-7500
Order Fax: 600-000-0000
Contract#: 81705
Expiration Date: 07/31/17
Terms: 2% 10 NET 30
Delivery: 120 DAYS ARO
Small Business Enterprise: NO
Minority Business Enterprise: NO
Women Business Enterprise: NO
Cooperative Purchasing *: YES

* WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?
Three quotes before making any purchases.

Prevaling wage price lines do not apply to the metal lateral & vertical filing cabinets category.

<table>
<thead>
<tr>
<th>Vendor: Affordable Interior Systems</th>
<th>Contract Number: 81705</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>LINE#</strong></td>
<td><strong>DESCRIPTION/MFGR/BRAND</strong></td>
</tr>
<tr>
<td>00003</td>
<td>COMM CODE: 425-20-084067</td>
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<tr>
<td></td>
<td>[FURNITURE: OFFICE]</td>
</tr>
<tr>
<td></td>
<td>ITEM DESCRIPTION:</td>
</tr>
<tr>
<td></td>
<td>FILE/STORAGE - NET PRICE LINE</td>
</tr>
<tr>
<td></td>
<td>USING AGENCIES ARE TO REFER TO THE</td>
</tr>
<tr>
<td></td>
<td>&quot;AT-A-GLANCE&quot; LINK FOR SPECIFIC BRANDS</td>
</tr>
<tr>
<td></td>
<td>AND DISCOUNTS OFFERED BY THE VARIOUS</td>
</tr>
<tr>
<td></td>
<td>AWARDED CONTRACTORS.</td>
</tr>
<tr>
<td></td>
<td>USING AGENCIES ARE ALSO REQUIRED TO GET</td>
</tr>
<tr>
<td></td>
<td>THREE QUOTES BEFORE MAKING ANY</td>
</tr>
<tr>
<td></td>
<td>PURCHASES</td>
</tr>
<tr>
<td></td>
<td>Prevaling wage price lines do not apply</td>
</tr>
<tr>
<td></td>
<td>to the file/storage category.</td>
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<td>00004</td>
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<td>PURCHASES</td>
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<tr>
<td></td>
<td>Prevaling wage price lines do not apply</td>
</tr>
<tr>
<td></td>
<td>to the seating category.</td>
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<td>NET PRICE LINE</td>
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<td>USING AGENCIES ARE TO REFER TO THE</td>
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<tr>
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<td>&quot;AT-A-GLANCE&quot; LINK FOR SPECIFIC BRANDS</td>
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<td></td>
<td>AND DISCOUNTS OFFERED BY THE VARIOUS</td>
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<td>AWARDED CONTRACTORS.</td>
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<td>THREE QUOTES BEFORE MAKING ANY</td>
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</tr>
<tr>
<td></td>
<td>Prevaling wage price lines do not apply</td>
</tr>
<tr>
<td></td>
<td>to the metal lateral &amp; vertical filing</td>
</tr>
<tr>
<td></td>
<td>cabinets category.</td>
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</table>

http://www.state.nj.us/treasury/purchase/noa/contracts/g2004_12-r-22677.shtml 2/8/2017
<table>
<thead>
<tr>
<th>LINE#</th>
<th>DESCRIPTION/MFG/BRAND</th>
<th>EST QUANTITY</th>
<th>UNIT</th>
<th>% DISCOUNT</th>
<th>UNIT PRICE</th>
<th>DESCRIPTION/MFG/BRAND</th>
<th>EST QUANTITY</th>
<th>UNIT</th>
<th>% DISCOUNT</th>
<th>UNIT PRICE</th>
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</thead>
<tbody>
<tr>
<td>00008</td>
<td>COMM CODE: 425-20-084072 [FURNITURE: OFFICE]</td>
<td>1.000</td>
<td>HOUR</td>
<td>55.00%</td>
<td>MARKUP</td>
<td>N/A</td>
<td>1.000</td>
<td>HOUR</td>
<td>55.00%</td>
<td>MARKUP</td>
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<tr>
<td>00009</td>
<td>COMM CODE: 425-20-084073 [FURNITURE: OFFICE]</td>
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<td>HOUR</td>
<td>55.00%</td>
<td>MARKUP</td>
<td>N/A</td>
<td>1.000</td>
<td>HOUR</td>
<td>55.00%</td>
<td>MARKUP</td>
</tr>
</tbody>
</table>
### Line 00010
- **Comm Code:** 425-20-084074
- **Furniture:** Office
- **Item Description:**
  - Upcharge to be added to the prevailing wage rate - Truck Driver

It will be the responsibility of the using agency to verify that the hourly rate charged by the contractor is the correct rate (i.e., straight time, overtime, holiday, etc.). The using agency will have to use the Department of Labor website to determine if the proper wage is being charged. Please refer to the "Method of Operation" link for detailed instructions.

Using agencies are to refer to the "At-A-Glance" link for the % upcharge over prevailing wage.

**Note:**
This line item is to be used only when making a purchase from Line Item #00007 "Furniture, System, Open/Plan Landscape".

#### Table: Estimated Unit Price

<table>
<thead>
<tr>
<th>Line#</th>
<th>Description/Mfr/Brand</th>
<th>Est Quantity</th>
<th>Unit</th>
<th>Discount</th>
<th>Unit Price</th>
</tr>
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<tbody>
<tr>
<td>00010</td>
<td>Comm Code: 425-20-084074 [Furniture: Office]</td>
<td>1.000</td>
<td>HOUR</td>
<td>55.00%</td>
<td>N/A</td>
</tr>
<tr>
<td></td>
<td>Item Description: Upcharge to be added to the prevailing wage rate - Truck Driver</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### Line 00011
- **Comm Code:** 425-20-084075
- **Furniture:** Office
- **Item Description:**
  - Upcharge to be added to the prevailing wage rate - Electrician

It will be the responsibility of the using agency to verify that the hourly rate charged by the contractor is the correct rate (i.e., straight time, overtime, holiday, etc.). The using agency will have to use the Department of Labor website to determine if the proper wage is being charged. Please refer to the "Method of Operation" link for detailed instructions.

Using agencies are to refer to the "At-A-Glance" link for the % upcharge over prevailing wage.

**Note:**
This line item is to be used only when making a purchase from Line Item #00007 "Furniture, System, Open/Plan Landscape".

#### Table: Estimated Unit Price

<table>
<thead>
<tr>
<th>Line#</th>
<th>Description/Mfr/Brand</th>
<th>Est Quantity</th>
<th>Unit</th>
<th>Discount</th>
<th>Unit Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>00011</td>
<td>Comm Code: 425-20-084075 [Furniture: Office]</td>
<td>1.000</td>
<td>HOUR</td>
<td>55.00%</td>
<td>N/A</td>
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<tr>
<td></td>
<td>Item Description: Upcharge to be added to the prevailing wage rate - Electrician</td>
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<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### Line 00012
- **Comm Code:** 425-20-084076
- **Furniture:** Office
- **Item Description:**
  - Administration cost for pulling permits.

Using agencies are to input 4% of the total cost of the permits not to exceed a $150.00.

#### Table: Estimated Unit Price

<table>
<thead>
<tr>
<th>Line#</th>
<th>Description/Mfr/Brand</th>
<th>Est Quantity</th>
<th>Unit</th>
<th>Discount</th>
<th>Unit Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>00012</td>
<td>Comm Code: 425-20-084076 [Furniture: Office]</td>
<td>1.000</td>
<td>EACH</td>
<td>NET</td>
<td>N/A</td>
</tr>
<tr>
<td></td>
<td>Item Description: Administration cost for pulling permits.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### Line 00013
- **Comm Code:** 425-20-084077
- **Furniture:** Office
- **Item Description:**
  - Inventory taking services

Using agencies are to refer to the "At-A-Glance for the Hourly Rate.

#### Table: Estimated Unit Price

<table>
<thead>
<tr>
<th>Line#</th>
<th>Description/Mfr/Brand</th>
<th>Est Quantity</th>
<th>Unit</th>
<th>Discount</th>
<th>Unit Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>00013</td>
<td>Comm Code: 425-20-084077 [Furniture: Office]</td>
<td>1.000</td>
<td>HOUR</td>
<td>N/A</td>
<td>$85.00000</td>
</tr>
<tr>
<td></td>
<td>Item Description: Inventory taking services</td>
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<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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http://www.state.nj.us/treasury/purchase/noa/contracts/g2004_12-r-22677.shtml
2/8/2017
<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>
</tr>
</thead>
<tbody>
<tr>
<td>00014</td>
<td>COMM CODE: 425-20-084078 [FURNITURE: OFFICE]</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>ITEM DESCRIPTION: DESIGN SERVICES (TO BE USED WHEN THE LAYOUT DOES NOT INCLUDE PHYSICALLY MARKING THE AREA). USING AGENCIES ARE TO REFER TO THE &quot;AT-A-GLANCE&quot; FOR THE HOURLY RATE.</td>
<td>1.000</td>
<td>HOUR</td>
<td>N/A</td>
<td>$95.00000</td>
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Vendor: ALLSEATING CORP  
Contract Number: 81607

<table>
<thead>
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<th>LINE#</th>
<th>DESCRIPTION/MFGR/BRAND</th>
<th>EST QUANTITY</th>
<th>UNIT</th>
<th>% DISCOUNT</th>
<th>UNIT PRICE</th>
</tr>
</thead>
<tbody>
<tr>
<td>00004</td>
<td>COMM CODE: 425-20-084068 [FURNITURE: OFFICE]</td>
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</tr>
</tbody>
</table>
|       | ITEM DESCRIPTION: SEATING - NET PRICE LINE USING AGENCIES ARE TO REFER TO THE "AT-A-GLANCE" LINK FOR SPECIFIC BRANDS AND DISCOUNTS OFFERED BY THE VARIOUS AWARDED CONTRACTORS. USING AGENCIES ARE ALSO REQUIRED TO GET THREE QUOTES BEFORE MAKING ANY PURCHASES  
PREVAILING WAGE PRICE LINES DO NOT APPLY TO THE SEATING CATEGORY. | 1.000 | EACH | NET | N/A |

Vendor: ALLSTEEL INC  
Contract Number: 81608

<table>
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<tr>
<th>LINE#</th>
<th>DESCRIPTION/MFGR/BRAND</th>
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<th>UNIT</th>
<th>% DISCOUNT</th>
<th>UNIT PRICE</th>
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<td>00005</td>
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</table>
|       | ITEM DESCRIPTION: ERGONOMIC CHAIRS - NET PRICE LINE USING AGENCIES ARE TO REFER TO THE "AT-A-GLANCE" LINK FOR SPECIFIC BRANDS AND DISCOUNTS OFFERED BY THE VARIOUS AWARDED CONTRACTORS. USING AGENCIES ARE ALSO REQUIRED TO GET THREE QUOTES BEFORE MAKING ANY PURCHASES  
PREVAILING WAGE PRICE LINES DO NOT APPLY TO THE SEATING CATEGORY. | 1.000 | EACH | NET | N/A |

<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>
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<td>00001</td>
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</table>
|       | ITEM DESCRIPTION: CASEGOODS - NET PRICE LINE USING AGENCIES ARE TO REFER TO THE "AT-A-GLANCE" LINK FOR SPECIFIC BRANDS AND DISCOUNTS OFFERED BY THE VARIOUS AWARDED CONTRACTORS. USING AGENCIES ARE ALSO REQUIRED TO GET THREE QUOTES BEFORE MAKING ANY PURCHASES  
PREVAILING WAGE PRICE LINES DO NOT APPLY TO THE CASEGOOD CATEGORY. | 1.000 | EACH | NET | N/A |
**Bill To:**
STATE OF NJ CITY OF JERSEY CITY
ARCH, ENG, TRAFF & TRANs.
13-15 LINDEN AVE. EAST
JERSEY CITY, NJ 07305

**Telephone:** 978/562-7500
**Fax Number:** 978/562-0811

**Order Date:** 01/10/17

**Ship To:**
GLENWOOD OFFICE FURNITURE
1413 CHESTNUT AVE
HILLSIDE, NJ 07205

**Telephone:** 201/547-5913

**Special Shipping Instructions:**

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<tr>
<th>P.O. No.: JERSEY CITY</th>
<th>Ship Via: Bestway</th>
<th>Cust Svc Rep: TT</th>
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<td>Terms: NET 30 DAYS</td>
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<td>Sales Rep: *JPA</td>
<td>Project:</td>
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<td>Cust: ST606</td>
<td>Ship Date: 01/10/18 - 01/11/18</td>
<td>Order No.: None</td>
<td>Design Chk:</td>
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<th>Item Number</th>
<th>Description</th>
<th>Tax</th>
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<th>Amount</th>
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<tr>
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<td>ACCT-MEMO</td>
<td>THANK YOU FOR YOUR BUSINESS!</td>
<td>N</td>
<td>0.00</td>
<td>0.00</td>
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<td>1</td>
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<td>3100GY</td>
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<td>UPTON - BLACK MESH BACK - CHOICE SEAT FABRIC</td>
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<td>N</td>
<td>710.00</td>
<td>3,608.04</td>
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<td>5</td>
<td>8</td>
<td>A-SAVWMTL11</td>
<td>AIS MWALL VERTICAL WIRE TASKLIGHT CORD MANAGER 11'H</td>
<td>N</td>
<td>43.00</td>
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<td>A-SAVWMTL16</td>
<td>AIS MWALL VERTICAL WIRE TASKLIGHT CORD MANAGER 16'H</td>
<td>N</td>
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<td>371.28</td>
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<td>TASKLIGHT - 36&quot;W - 9' CORD - BLACK</td>
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<td>DUPLEx OUTLET LINE 2 - MWALL 8W 4C - W/SCREW</td>
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<td>DUPLEx OUTLET LINE 3 - MWALL 8W 4C - W/SCREW</td>
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<td>E-MM6W4PTPC18</td>
<td>18&quot; ELECTRICAL JUMPER (PANEL TO PANEL)</td>
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<td>12</td>
<td>E-MM6W4PTPC21</td>
<td>21&quot; ELECTRICAL JUMPER (EXTENDED PANEL TO PANEL)</td>
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<td>41.720;</td>
<td>500.84</td>
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**Customer Original**
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<th>Ref.</th>
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February 2, 2017

Louis Strikowsky, Buyer
Division of Purchasing
394 Central Avenue, 3 FLOOR
Jersey City, NJ 07307

Dear Mr. Strikowsky:

WE are pleased to present our proposal to you to supply furniture for the project below. Spec is attached:

STATE OF NJ CITY OF JERSEY CITY

ARCH/ ENG, TRAFF & TRANS.

13-15 LINDEN AVE. EAST

JERSEY CITY, NJ 07305

We can supply deliver and install the attached product listing 8 weeks after receipt of order.

Cost Total $112,567.12

Very Truly Yours

Robert Peck

CEO

Pecks Office Plus
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February 1, 2017

Louis Strikowsky, Buyer
Division of Purchasing
304 Central Avenue, 3 FLOOR
Jersey City, NJ 07307

Dear Mr. Strikowsky:

Thank you for requesting our bid for your office furniture. We look forward to the opportunity to earn your business.

We can supply, deliver and install the attached product listing 8 weeks after receipt of order.

Cost Total $111,500.00

Sincerely,

Isaac Tabak
Owner

Complete Office Furniture
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**Grand Total** | | | | | | | | $111,950.00 |
shall make the final determination, regarding contractor choice. **NOTE:** Using Agencies can negotiate % up-charge for reconfiguring, re-installation, re-assembling and dismantling with the contractors/authorized dealer.

**Note:** For those contractors that have not assigned authorized dealers to handle all customer services and all transactions including sales and receipt of payment for goods and services; they are permitted to assign an authorized dealer to provide all customer services on behalf of the contractor (manufacturer) which includes providing quotes. However, in this case the order must still be issued to the contractor and the payment must be made to the contractor.

**V Prevailing Wage**

Contractors offered a ceiling % up-charge over prevailing wage for each of the four (4) labor categories for this contract.

Using Agencies may negotiate a lower % up-charge over prevailing wage with each authorized dealer. However, an authorized dealer may not charge more than the % up-charge stated on the At-A-Glance.

1. Carpenter
2. Building Laborer
3. Truck Drive/Material Delivery Driver
4. Electrician

**Up-charge is defined as** the percentage the contract will charge the State over the current prevailing wage as listed on the DLWD’s website including, but not limited to, direct labor costs, overhead, fee or profit, clerical support, equipment, materials, supplies, managerial (administrative) support, all documents, reports, forms, travel, reproduction and any other costs. No additional fees or costs shall be paid by the State unless there is a change in the scope of work. This percentage must be held firm for the life of the contract and any extensions thereof.

Prevailing Wage must be paid to any employee of a State contractor or authorized dealer that installs or assembles furniture on site. The prevailing wage threshold for the State is $2,000.00 per furniture installation project, which cover the entire project.

The delivery of exclusively pre-assembled furniture is not subject to prevailing wage. However, when the delivery of pre-assembled furniture is performed under a broader contract which includes the assembly or installation of furniture, the time spent moving any furniture (pre-assembled and site-assembled) from point of delivery to its final destination would be subject to the payment of the prevailing wage under the Building Laborer – Class B rate. Also, the driver of the vehicle delivering the furniture which is to be installed or assembled would be subject to the Truck Driver – Material Delivery rate. The Truck Driver-Material Delivery Delivery Driver rate applies only to delivery of material to the public works jobsite. If the driver unloads the truck to a platform or spotted inside delivery that driver would now receive the Building
III - Dealers/Dealers

Each contractor had the opportunity to provide five (5) dealers per region. For purpose of this award regions are as follows:

<table>
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<th>Region 1 - North</th>
<th>Region 2 - Central</th>
<th>Region 3 - South</th>
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<tbody>
<tr>
<td>Bergen County</td>
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<tr>
<td>Warren County</td>
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Addition or removal of dealers will be posted on December 1st, April 1st and August 1st of each contract year. Please refer to the “Authorized Dealers” link on the webpage.

IV - Receiving Quotes from the Contractors

NEW FURNITURE:

When purchasing new furniture Using Agencies should get three quotes from three different manufacturers (i.e. Steelcase, Haworth, and Group LaCasse). However, if you choose to use a specific manufacturer the Using Agency should get three quotes from it’s dealers (if applicable). Keep in mind that the price of the product should be consistent between the dealers of a specific manufacturer as they all are using the same manufacturer’s price list to provide quotes. All discounts on the products are inclusive of any installation, delivery and services.

EXISTING FURNITURE: RECONFIGURATION/RELOCATING/RE-INSTALLATION and DISMANTLING:

The Using Agency should request a written proposal from at least three (3) contractors/authorized dealers (if applicable) for the installed manufactures furniture.

The contractor’s proposal shall be submitted on the form provided by the Using Agency. The Using Agency, upon receiving estimates from all three qualified contractors or dealers, considering all factors,
### Dealers/Distributors

<table>
<thead>
<tr>
<th>Contact Person</th>
<th>Phone</th>
<th>Fax</th>
<th>eMail Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>Kell Steinhardt</td>
<td>800-235-5326 x155</td>
<td>888-749-9164</td>
<td><a href="mailto:kell_steinhart@cfcc.com">kell_steinhart@cfcc.com</a></td>
</tr>
<tr>
<td>Kathy R. Vonderheide</td>
<td>812-771-4609</td>
<td>812-771-4815</td>
<td><a href="mailto:kvonderheide@iasDerouD.us.com">kvonderheide@iasDerouD.us.com</a></td>
</tr>
<tr>
<td>Bill Mitchell</td>
<td>616-847-8765</td>
<td>616-916-9360</td>
<td><a href="mailto:bill_mitchell@isyplus.com">bill_mitchell@isyplus.com</a></td>
</tr>
<tr>
<td>Chris Smith</td>
<td>600-457-5073 x10</td>
<td></td>
<td>c smith @kfseating.com</td>
</tr>
<tr>
<td>Laurie Peterson</td>
<td>215-263-3500</td>
<td>215-263-0833</td>
<td><a href="mailto:lauriepetets@advancedfurnitureservices.net">lauriepetets@advancedfurnitureservices.net</a></td>
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<tr>
<td>Rich Custer</td>
<td>215-263-3500</td>
<td>215-263-0833</td>
<td><a href="mailto:rcuster@advancedofficeenv.com">rcuster@advancedofficeenv.com</a></td>
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<tr>
<td>Aida DeSoto</td>
<td>201-727-9110</td>
<td>201-727-9112</td>
<td>a desoto @ conceptsoffice.com</td>
</tr>
<tr>
<td>Don Kolterjahn</td>
<td>908-231-1196</td>
<td></td>
<td>d <a href="mailto:kolterihe@dancker.com">kolterihe@dancker.com</a></td>
</tr>
<tr>
<td>Bob Rigby</td>
<td>973-267-6500</td>
<td>973-267-6500</td>
<td><a href="mailto:bobr@officefurniturepartnership.com">bobr@officefurniturepartnership.com</a></td>
</tr>
<tr>
<td>Dorothy Alexander</td>
<td>215-849-3215</td>
<td>215-849-3218</td>
<td><a href="mailto:dalexander@vfosi.com">dalexander@vfosi.com</a></td>
</tr>
<tr>
<td>Holly Gack</td>
<td>215-301-2668</td>
<td></td>
<td><a href="mailto:holly_gack@knoll.com">holly_gack@knoll.com</a></td>
</tr>
<tr>
<td>Lee Amundson</td>
<td>920-469-2584</td>
<td>920-469-2781</td>
<td><a href="mailto:lee.amundson@ki.com">lee.amundson@ki.com</a></td>
</tr>
<tr>
<td>Scott Switkes</td>
<td>732 283-9395</td>
<td>732 283-9196</td>
<td><a href="mailto:switkes@aof.com">switkes@aof.com</a></td>
</tr>
<tr>
<td>Lou Menges</td>
<td>732-332-9021</td>
<td>732-332-9023</td>
<td><a href="mailto:lou@bayboreofficeinteriors.com">lou@bayboreofficeinteriors.com</a></td>
</tr>
<tr>
<td>Anthony Bella</td>
<td>856-845-2234</td>
<td>856-845-3392</td>
<td><a href="mailto:mbellia@bella.net">mbellia@bella.net</a></td>
</tr>
<tr>
<td>Janet Elman</td>
<td>973-335-7700</td>
<td>973-335-7710</td>
<td><a href="mailto:elman@be-furniture.com">elman@be-furniture.com</a></td>
</tr>
<tr>
<td>Bryan Effron</td>
<td>973-803-0730</td>
<td>973-803-1566</td>
<td><a href="mailto:beffron@offisiture.com">beffron@offisiture.com</a></td>
</tr>
<tr>
<td>Contractors/Contract #</td>
<td>Distributors</td>
<td>Contact Person</td>
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<tr>
<td>------------------------</td>
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<tr>
<td>5 to 5 Seating (81762)</td>
<td>Alex Perez</td>
<td>310-220-2500 x225</td>
<td>310-220-2510</td>
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<tr>
<td>Adolphus Steel Equipment Co., Inc. (61666)</td>
<td>Anthony Gelia</td>
<td>866-845-2234</td>
<td>866-845-1181</td>
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<tr>
<td>County Business Systems Inc.</td>
<td>Joe Leskan</td>
<td>800-955-0160</td>
<td>800-955-0174</td>
</tr>
<tr>
<td>Educational Interiors Inc.</td>
<td>James T. McKenzie Jr.</td>
<td>800-519-7337</td>
<td>800-519-3271</td>
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<tr>
<td>Ergospace Design Inc.</td>
<td>S.J. Williams</td>
<td>908-974-4014</td>
<td>908-974-8060</td>
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<tr>
<td>Hilsdon NJ Inc.</td>
<td>Stephanie Kellner</td>
<td>732-721-0180</td>
<td>732-721-0115</td>
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<tr>
<td>W.B. Mason</td>
<td>Stephen Reavestano</td>
<td>688-928-5060</td>
<td>687-340-2351</td>
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<tr>
<td>Affordability Interior Sys (81785)</td>
<td>Amy Trevisan</td>
<td>978-567-5122</td>
<td>978-562-5111</td>
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<tr>
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<td>Cindy Lawton-Murphy</td>
<td>410-671-5694</td>
<td>410-722-0910</td>
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<tr>
<td>Allsteel (81905)</td>
<td>Alicia Payne</td>
<td>586-372-7166</td>
<td>586-372-4874</td>
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<td>American Office Furnishings Inc.</td>
<td>Mary Stipisich</td>
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<td>Brad Feigus</td>
<td>732-780-5658</td>
<td>732-780-5281</td>
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<tr>
<td>Denmark Soloer &amp; Douglas</td>
<td>Karen McKenna</td>
<td>732-231-1190</td>
<td>732-231-1190</td>
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<tr>
<td>Evergreen Beef</td>
<td>Bill Schoedemann</td>
<td>908-603-2758</td>
<td>908-603-0701</td>
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<tr>
<td>FCI</td>
<td>Jeff Kornblum</td>
<td>973-516-0218</td>
<td>973-516-0205</td>
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<td>Ferguson Office Furniture</td>
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<td>732-780-5281</td>
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<td>HM</td>
<td>Karen McKenna</td>
<td>732-231-1190</td>
<td>732-231-1190</td>
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<tr>
<td>OSA</td>
<td>Thomas Moore</td>
<td>904-433-2000</td>
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Resolution of the City of Jersey City, N.J.

RESOLUTION AUTHORIZING AN AWARD OF CONTRACT TO OFS BRANDS, INC. FOR THE PURCHASE & DELIVERY OF FURNITURE FOR THE 2ND FLOOR OFFICE RENOVATIONS AT 394 CENTRAL AVENUE (PROJECT 2014-028, PHASE III) THROUGH THE NATIONAL COOPERATIVE PURCHASING NETWORK FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF ARCHITECTURE

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

WHEREAS, N.J.S.A. 52:34-6.2 authorizes a municipality to enter into cooperative purchasing agreements with one or more 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 Cooperative Purchasing Network (TCPN) is a lead agency under a Cooperative Pricing Agreement approved by the Division of Local Government Services; and

WHEREAS, Resolution 14-372 approved on May 28, 2014 authorized the City of Jersey City (City) to enter into a Cooperative Agreement with The Cooperative Purchasing Network (TCPN); and

WHEREAS, office furniture is needed for the 2nd floor office renovations at 394 Central Avenue (Phase III); and

WHEREAS, the TCPN awarded a contract to OFS Brands, Inc. for goods and services that the City desires to purchase; and

WHEREAS, the Department of Administration, Architecture, Engineering, Traffic and Transportation wishes to purchase office furniture from OFS Brands, Inc., 1204 East 6th Street, Huntingburg, Indiana 47542 who is in possession of TCPN contract R142213; and

WHEREAS, the total amount of the contract is $46,139.08; and

WHEREAS, the City Purchasing Agent has certified that he considers said proposal to be fair and reasonable; and

WHEREAS, the sum of Forty Six Thousand, One Hundred Thirty Nine Dollars and Eight Cents ($46,139.08) is available in the Capital Fund Account 04-215-55-838-990; and

Capital Acct. #: 04-215-55-838-990   PO #: 124050  Amount: $46,139.08

WHEREAS, the term of the contract will be completed upon the delivery of the goods or services; 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.;

(Continued on page 2)
RESOLUTION AUTHORIZING AN AWARD OF CONTRACT TO OFS BRANDS, INC. FOR THE PURCHASE & DELIVERY OF FURNITURE FOR THE 2ND FLOOR OFFICE RENOVATIONS AT 394 CENTRAL AVENUE (PROJECT 2014-028, PHASE III) THROUGH THE NATIONAL COOPERATIVE PURCHASING NETWORK FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF ARCHITECTURE

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City that the said proposal of the aforementioned OFS Brands, Inc. be accepted and that a contract be awarded to said company in the above amount and the City Purchasing Agent 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 attest that the contractor has complied with the contract in all respects, 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.

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

Capital Acct. #: 04-215-55-838-990 PO #: 124050 Ammount: $46,139.08

APPROVED:
Peter Folgado, Director of Purchasing, QPA, RPPO

Date 2/3/17

APPROVED AS TO LEGAL FORM

APPROVED:
Business Administrator

Certification Required ☐ Not Required ☑

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 2.22.17

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<th>AYE</th>
<th>NAY</th>
<th>N.V.</th>
<th>COUNCILPERSON</th>
<th>AYE</th>
<th>NAY</th>
<th>N.V.</th>
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<tbody>
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<td>GAJEWSKI</td>
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<td>YUN</td>
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<td>WATTERMAN</td>
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<td>BOGGIANO</td>
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<td>ROBINSON</td>
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<td>LAVARRO, PRES.</td>
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Indicates Vote
N.V. - Not Voting (Abstain)

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

Full Title of Ordinance/Resolution
RESOLUTION AUTHORIZING AN AWARD OF CONTRACT TO OFF BRANDS, INC. FOR THE PURCHASE & DELIVERY OF FURNITURE FOR THE SECOND FLOOR OFFICE RENOVATIONS AT 394 CENTRAL AVENUE, PROJECT 2014-028, FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF ARCHITECTURE.

Project Manager
Department/Division: Administration
Name/Title: Brian F. Weiler, L.L.A., Director
Phone/email: (201) 547-5900
Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 6:00 p.m.)

Contract Purpose
Purchase of new furniture under TCPN Contract for the office renovations at 394 Central Avenue - Phase III: Pension, Payroll, I.T. and Accounts and & Control.
The building's renovation incorporated the inherent benefits of new furniture allowing for efficient use of the space. The furniture was designed for optimum user productivity that will enable better service to the public.

Cost (Identify all sources and amounts)

$ 46,139.00 - General Building Capital Acct.
04-215-55-83-890

Contract terms (include all proposed renewals)
Furniture to be delivered within 4 to 6 weeks after contract award.

Type of award: TCPN Contract

If "Other Exception," enter type:

Additional Information:

I certify that all the facts presented herein are accurate.

Signature of Division Director: [Signature]

Date: 1/25/17
February 27, 2015

Mr. Steven M. Robinson
Director of Government Sales
OFS Brands Holdings, Inc.
1204 East Sixth Street
Huntingburg, Indiana 47542

Re: Award of TCPN Contract # R142213

Dear Mr. Robinson:

Per official action taken by the Board of Directors of Region 4 Education Service Center, on February 24, 2015, The Cooperative Purchasing Network (TCPN) is pleased to announce that OFS Brands Holdings, Inc. has been awarded an annual contract for the following, based on the sealed proposal (RFP# 14-22) submitted on December 10, 2014:

<table>
<thead>
<tr>
<th>Commodity/Service</th>
<th>Contractor</th>
</tr>
</thead>
<tbody>
<tr>
<td>Furniture &amp; Installation</td>
<td>OFS Brands Holdings, Inc.</td>
</tr>
</tbody>
</table>

The contract is effective May 1, 2015 and will expire on April 30, 2018. As indicated above, your TCPN Contract # is R142213. This contract may be renewed annually for an additional two (2) years if mutually agreed by Region 4 ESC/TCPN and OFS Brands Holdings, Inc.

Your participation in the proposal process is appreciated and we look forward to a successful partnership. Please feel free to provide copies of this letter to your sales representative(s) to assist in their daily course of business.

If you have any questions, please feel free to contact Deborah Bushnell at 713.554.0460.

Sincerely,

Jason Wickel
President

11280 West Road · Houston, Texas 77065
888.884.7695 Fax 800.458.0099 www.TCPN.org
TCPN CONTRACT # R142213, FIRST OFFICE - 60.4% OFF LIST, Contract Period May 1, 2015 - April 30, 2018

This quote includes the specifications, concepts, design, and arrangements represented by or incorporated in it. It is and shall remain the property of OFS Brands. It shall be used only for the specific project for which it has been prepared. Without the prior written authorization of OFS Brands it shall not be copied, disclosed to third parties, used to perform or complete this project by others, or used in connection with any work or project other than the specific project for which it has been prepared. Field dimensions, specifications, quantities, and pricing must be verified prior to ordering and installation and is the responsibility of the authorized dealer. All specifications are provided as a courtesy and all final specification details including clarification of sizes and finishes is the responsibility of the dealer who is placing the order on behalf of the end user. OFSB is not responsible for any changes, errors or modifications. Quotes are valid for 30 days.

<table>
<thead>
<tr>
<th>Qty</th>
<th>Part Number</th>
<th>Part Description</th>
<th>List</th>
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<th>Sell</th>
<th>Ext Sell</th>
<th>Sell %</th>
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<tr>
<td>24</td>
<td>F47337</td>
<td>Mingle 25x27x33 Side Chair Straight Round-End Arm MVC Vintage Mahogany/Cherry 4 Grade 4 Material ETC4 Other Grade 4 Material TOR MAHARAM METRIC ANCHOR 466014-024</td>
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<td>LTO1-22CT</td>
<td>Scale 22&quot; dia x 23.75h Round End Table MVC Vintage Mahogany/Cherry</td>
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<td>$2,332.00</td>
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<td>36-889703</td>
<td>Vantage Lateral File 3 Drawer 36&quot;W X 20&quot;D MVC Vintage Mahogany/Cherry LW Unfinished Back NM Locking - standard key</td>
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<td>36-7236RPD</td>
<td>Vantage 72x36 Right Pedestal Desk MVC Vintage Mahogany/Cherry NG With Moulding GI No Grommet NM Locking - standard key</td>
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<td>$3,879.00</td>
<td>$512.03</td>
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</table>
TCPN CONTRACT # R142213, FIRST OFFICE - 60.4% OFF LIST, Contract Period May 1, 2015 - April 30, 2018

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<thead>
<tr>
<th>Qty</th>
<th>Part Number</th>
<th>Part Description</th>
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<td>36-7236LPD</td>
<td>Vantage 72x36 Left Pedestal Desk</td>
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**TCPN CONTRACT # R142213, FIRST OFFICE - 60.4% OFF LIST, Contract Period May 1, 2015- April 30, 2018**

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<td></td>
<td>QW</td>
<td>Cutout Over 2nd Base</td>
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<td></td>
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<td>Power supply must be supplied by OFS Brands for cutout to be included.</td>
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<td>If OFS Brands power supply is purchased cutout charge is included.</td>
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TCPN CONTRACT # R142213, FIRST OFFICE - 60.4% OFF LIST, Contract Period May 1, 2015- April 30, 2018

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<td>$963.47</td>
<td>60.40</td>
</tr>
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<td></td>
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<td>MFC</td>
<td>SC</td>
<td>SJ</td>
<td>TB</td>
<td>TC</td>
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<td>MFC</td>
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<td>SJ</td>
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<td>4</td>
<td>ETCA</td>
<td>TOR</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>36-7220CRD</td>
<td>Vantage 72x20 Storage Credenza</td>
<td>$3,308.00</td>
<td>$3,308.00</td>
<td>$1,309.97</td>
<td>$1,309.97</td>
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</tbody>
</table>

Total: $46,139.08
CERTIFICATE NUMBER 1001011 FOR OFS BRANDS INC. IS VALID.
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 be the award of a 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(c), (g) and (h):

| Steven Fulop for Mayor 2017                  | Hallanan for Council                  |
| Lariscio for Councilman                     | Friends of Richard Ruggiano         |
| Friends of Joyce Waterman                   | Michael Yan                          |
| Friends of Daniel Rivera                    | Osborne for Council                  |
| Gajewski for Council                        | Friends of Councilwomen Diane Coleman |

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

Check the box that represents the type of business entity:

- [ ] Partnership
- [x] Corporation
- [ ] Sole Proprietorship
- [ ] Subchapter S Corporation
- [ ] Limited Partnership
- [ ] Limited Liability Corporation
- [ ] Limited Liability Partnership

<table>
<thead>
<tr>
<th>Name of Owner or Shareholder</th>
<th>Home Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>Robert H. Menke, Jr.</td>
<td>9412 E State Rd Apt A, Velpu, IN</td>
</tr>
<tr>
<td>Menke Family Ltd Partnership</td>
<td>1164 Shingle Creek, Columbus, OH</td>
</tr>
<tr>
<td>David Menke Revocable Trust</td>
<td>4217 March Hallow Dr E, Jacksonville, FL</td>
</tr>
</tbody>
</table>

Part III – Signatures 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: CFS PRINTS INC
Signer: Allison M. Menke
Title: Controller, Asst. Corp. Secretary
Print Name: Allison M. Menke
Date: 1/1/11

Subscribed and sworn before me this ___ day of __________ 2011.

My Commission expires: __________ 2011

(Affiant)
**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>CFS Brands Inc.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address:</td>
<td>1204 East 1st St</td>
</tr>
<tr>
<td>City:</td>
<td>Huntington</td>
</tr>
<tr>
<td>Zip:</td>
<td>47903</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.

**Allison M. Menke**

**Controller, Ast. Corp. Secretary**

### Part II - Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than $300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

- [ ] Check here if disclosure is provided in electronic form.

<table>
<thead>
<tr>
<th>Contributor Name</th>
<th>Recipient Name</th>
<th>Date</th>
<th>Dollar Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>N/A - None</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

- [ ] Check here if the information is continued on subsequent page(s)
CERTIFICATION OF COMPLIANCE WITH THE CITY OF JERSEY CITY CONTRACTOR PAY-TO-PLAY REFORM ORDINANCE 08-128 ADOPTED ON SEPTEMBER 3, 2008

PART I - Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that DFS Brands, Inc., (name of business entity) has not made any reportable contributions in the one-year period preceding ________________ (date City Council awards contract) that would be deemed to be violations of Section One of the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128 (attached hereto) and that would bar the award of this contract. I further certify that during the term of the contract ________________ (name of business entity) will not make any reportable contributions in violation of Ordinance 08-128.

PART II - Signature and Attestation:

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

Name of Business Entity: DFS Brands, Inc.
Signed: Allan M. Menke Title: Controller, Corp. Secretary
Print Name: Allan M. Menke Date: 2/11/11

Subscribed and sworn before me this ____ day of ____, 2____
My Commission expires: ____________________

(Affiant)

(Print name & title of affiant) (Corporate Seal)

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

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

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

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

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

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

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

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

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

The undersigned vendor further agrees to furnish the required forms of evidence and
understands that their contract/company's bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

Representative's Name/TITLE (Printed): DONITA K. BELL, HR MANAGER
Representative's Signature: DONITA K. BELL
Name of Company: OES BRANDS
Tel. No.: 912.465.7750 Date: 03/10/2017
STATE OF NEW JERSEY  
Division of Purchase & Property  
Contract Compliance Audit Unit  
SEO Monitoring Program  
EMPLOYEE INFORMATION REPORT  

IMPORTANT-THEY INSTRUCTIONS CAREFULLY BEFORE COMPLETE FORM. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM AND TO SUBMIT THE REQUIRED INFORMATION POSTPONE THE DATE IS HELD THE DATE OF YOUR CERTIFICATE. DO NOT SUBMIT THIS REPORT FOR SECTION B, PART 11. FOR INSTRUCTIONS ON COMPLETING THE FORM, SEE:  

**SECTION A - COMPANY IDENTIFICATION**

<table>
<thead>
<tr>
<th>1. EIN NO. OR SOCIAL SECURITY</th>
<th>2. TYPE OF BUSINESS</th>
<th>3. TOTAL NO. EMPLOYEES IN THE ENTERPRISE COMPANY</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>1. Div.</td>
<td>2. Retail</td>
</tr>
<tr>
<td></td>
<td>EIN 4567890</td>
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</tbody>
</table>

**SECTION B - EMPLOYEE DATA**

<table>
<thead>
<tr>
<th>JOB CATEGORY</th>
<th>ALL EMPLOYEES</th>
<th>PERMANENT MINORITY</th>
<th>CONTRACT MINORITY</th>
<th>PERMANENT MINORITY DATA CODE TIDE PRESENCE</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>COLEMA</td>
<td>COLEF</td>
<td>COLEMA</td>
<td>COLEF</td>
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<tr>
<td>Office Workers</td>
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<tr>
<td>Sales</td>
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<tr>
<td>Total</td>
<td></td>
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</tr>
</tbody>
</table>

**SECTION C - EMPLOYEE IDENTIFICATION**

| 13. HOW WAS INFORMATION AS TO RACE OR ETHNIC GROUP IN SECTION B OBTAINED? |
|------------------------------|---------------------------------------------|
| 1. Visual Survey | 2. Positional Record | 3. Other (Specify) |

<table>
<thead>
<tr>
<th>14. IS THIS THE FIRST EMPLOYEE INFORMATION REPORT SUBMITTED?</th>
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</thead>
<tbody>
<tr>
<td>1. Yes</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>15. IF NO, DATE LAST SUBMITTED NO. DAY YEAR</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. 07/10/2014</td>
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</table>

<table>
<thead>
<tr>
<th>16. SIGNATURE OF PERSON COMPLETING FORM (Print or Type)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Party Abel</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>17. ADDRESS NO. &amp; STREET</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lane 4, 6th St. Nazareth</td>
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</table>

<table>
<thead>
<tr>
<th>18. TOWN</th>
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</thead>
<tbody>
<tr>
<td>Nazareth</td>
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<table>
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<tr>
<th>19. ZIP CODE</th>
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<td>47542</td>
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<tr>
<th>21. PHONE</th>
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<tr>
<td>812. 693. 7750</td>
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<table>
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<tr>
<th>22. EMAIL</th>
</tr>
</thead>
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</table>
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 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 it renders 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:    DARRYL ABEL  HE MANAGER
Representative's Signature:    ____________
Name of Company: OES BROWN
Tel. No.: 812-683-7750  Date: 03/10/2017
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: ____________________________________________________________

Address:    ________________________________________________________________

Telephone No. : ____________________________________________________________

Contact Name: _____________________________________________________________

Please check applicable category:

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

_____ Woman Owned Business (WBE)     ( ) Neither

Definitions

Minority Business Enterprise

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

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

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

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

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

Woman Business Enterprise

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

DIVISION OF PURCHASING COPY
The person, partnership or corporation named below is hereby authorized to collect NEW JERSEY SALES & USE TAX pursuant to N.J.S.A. 54:32B-1 ET SEQ.

This authorization is good ONLY for the named person at the location specified herein. This authorization is null and void if any change of ownership or address is effected.

OFS SALES CORP.
4611 S 400 W
HUNTINGBURG IN 47542-0100

Tax Registration No: 300-056-548/000
Tax Effective Date: 06-30-03
Document Locator No: C000055876
Date issued: 07-09-03

This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.
STATE OF NEW JERSEY
DEPARTMENT OF TREASURY
CERTIFICATE OF AUTHORITY

OFS SALES CORP.
0100967156

I, the Treasurer of the State of New Jersey, do hereby certify that the above-named Foreign Profit Corporation organized under the laws of Indiana, has complied with all the requirements of Title 14A of the New Jersey Statutes, and that the business or activity of said Foreign Profit Corporation to be carried on within the State of New Jersey is such as may be lawfully carried on by a Foreign Profit Corporation filed under the laws of this State for similar business or activity. The Certificate of Authority was duly filed June 30th, 2003.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal at Trenton, this 1st day of July, 2003.

John E. McCormac, CPA
State Treasurer
STATE OF NEW JERSEY
DEPARTMENT OF TREASURY
AMENDED CERTIFICATE OF AUTHORITY

OFS BRANDS INC.
With the Previous or Alternate name
OFS SALES CORP. (Previous Name)

I, the Treasurer of the State of New Jersey, do hereby certify, that the above-named
Indiana Foreign Profit Corporation
did on the 3rd of February, 2016, file and record
in this department a name change amendment as by the statutes
of this State required.

IN TESTIMONY WHEREOF, I have
hereunto set my hand and
affixed my Official Seal
at Trenton, this
12th day of February, 2016

Certificate Number: 138141347
Verify this certificate online at
https://www.state.nj.us/TTR_StandingCerts/Verify_Cert.jsp

Ford M Scudder
Acting State Treasurer
RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO KOVA CORPORATION FOR MAINTENANCE AGREEMENT OF THE ANALOG RECORDING SYSTEM UNDER STATE CONTRACT FOR THE DEPARTMENT OF PUBLIC SAFETY, DIVISION OF POLICE

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, the Police Analog Recording System must be continuously maintained for full and proper functionality. This system is responsible for recording trunked radios, audio consoles and phones; and

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

WHEREAS, Kova Corporation, 102 East Bay Avenue, Manahawkin, New Jersey 08060 is in possession of State Contract A83906, and will provide maintenance and extended warranty to the Police 9-1-1 radio and telephone equipment for a total amount of Fifty Nine Thousand, Three Hundred Ninety One Dollars and Sixty Five Cents ($59,391.65); 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>
</tr>
</thead>
<tbody>
<tr>
<td>01-201-25-271-314</td>
<td>123823</td>
<td>A83906</td>
<td>$59,391.65</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 $59,391.65 is awarded to Kova Corp. for the maintenance and warranty of the 9-1-1 analog recording system.

2. The term of the contract shall be effective January 1, 2017 through December 31, 2017.

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

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.

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 2017 fiscal year temporary budget shall be subject to the availability and appropriation of sufficient funds in the 2017 fiscal year budget.

(Continued to page 2)
RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO KOVA CORPORATION FOR MAINTENANCE AGREEMENT OF THE ANALOG RECORDING SYSTEM UNDER STATE CONTRACT FOR THE DEPARTMENT OF PUBLIC SAFETY, DIVISION OF POLICE

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

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

<table>
<thead>
<tr>
<th>Acct #</th>
<th>P.O. #</th>
<th>State Contract</th>
<th>Total Contract</th>
</tr>
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<tr>
<td>01-201-25-271-314</td>
<td>123823</td>
<td>A83906</td>
<td>$59,391.65</td>
</tr>
</tbody>
</table>

Approved by

Peter Polgado, Director of Purchasing
RPPO, QPA

1/24/17

APPROVED:  

APPROVED AS TO LEGAL FORM

CORPORATION COUNSEL

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 2.22.17

<table>
<thead>
<tr>
<th>COUNCILPERSON</th>
<th>AYE</th>
<th>NAY</th>
<th>N.V.</th>
<th>COUNCILPERSON</th>
<th>AYE</th>
<th>NAY</th>
<th>N.V.</th>
<th>COUNCILPERSON</th>
<th>AYE</th>
<th>NAY</th>
<th>N.V.</th>
</tr>
</thead>
<tbody>
<tr>
<td>GAJEWSKI</td>
<td></td>
<td></td>
<td></td>
<td>YUN</td>
<td>✓</td>
<td></td>
<td></td>
<td>RIVERA</td>
<td>✓</td>
<td></td>
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<tr>
<td>GADSDEN</td>
<td>✓</td>
<td></td>
<td></td>
<td>OSBORNE</td>
<td>✓</td>
<td></td>
<td></td>
<td>MATTERMAN</td>
<td>✓</td>
<td></td>
<td></td>
</tr>
<tr>
<td>BOGGIANO</td>
<td>✓</td>
<td></td>
<td></td>
<td>ROBINSON</td>
<td>✓</td>
<td></td>
<td></td>
<td>LAVARRO, PRES.</td>
<td>✓</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

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

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

Full Title of Ordinance/Resolution
RESOLUTION AUTHORIZING AN AWARD OF CONTRACT TO KOVA CORP. FOR THE ANNUAL MAINTENANCE OF THE AUDIO LOG RECORDING SYSTEM UNDER STATE CONTRACT FOR THE DEPARTMENT OF PUBLIC SAFETY, POLICE DIVISION/COMMUNICATIONS CENTER.

Project Manager
Department/Division: Public Safety
Name/Title: Robert Baker, Sr.
Phone/email: 201-547-5449
Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Cost (Identify all sources and amounts)  
20130 $59,391.65

Contract term (include all proposed renewals)  
January 1, 2017 to December 31, 2017

Type of award [State Contract]

Additional Information

I certify that all the facts presented herein are accurate.

Signature of Department Director: [Signature]
Date: 2/14/17
New Jersey Division of Revenue

On-Line Business Registration Certificate Service

CERTIFICATE NUMBER 0104159 FOR KOVA, CORP. IS VALID.
APPENDIX A

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

The contractor and the City of Jersey City (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. §12101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereunto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature, arising out of or from or incurred by a violation of the Act. 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 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.

Representative's Name/Title: Chris Silva / President
Representative's Signature: [Signature]
Name of Company: KOVA Corp.
Tel. No.: 609-597-1499 x136
Date: 11/30/14
EXHIBIT A (Continuation)

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agency 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 not discriminate in 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, the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA322 (electronically provided by the Division, 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 that the contractor:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA322 (electronically provided by the Division, distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract_compliance

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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 KOVA, Corp., (name of business entity), has not made any reportable contributions in the two-year period preceding December 31, 2016, (date City Council awards contract) that would be deemed to be violations of Section One of the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128 (attached hereeto) and that would bar the award of this contract. I further certify that during the term of the contract, KOVA, Corp., (name of business entity) will not make any reportable contributions in violation of Ordinance 08-128.

PART II - Signature and Attestation

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

Name of Business Entity: KOVA, Corp.

Signed: [Signature]

Title: President

Print Name: Chris Silva

Date: 10/7/16

Subscribed and sworn before me this 7th day of October, 2016

My Commission expires 10/07/17

[Seal]

(Public notary 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, 2006) shall be deemed to be a violation of the Ordinance.
BUSINESS ENTITY DISCLOSURE CERTIFICATION
FOR NON-PAR AND OPEN CONTRACTS
Required Pursuant To N.J.S.A. 19:44A-20.8
CITY OF JERSEY CITY

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

Steven Fulop for Mayor 2017
Lavare for Councilman
Friends of Joyce Watterman
Friends of Daniel Rivera
Gajewski for Council

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

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

<table>
<thead>
<tr>
<th>Name of Stock or Shareholder</th>
<th>Home Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>Christopher A. Silva</td>
<td>82 Park Avenue, Fair Haven, NJ 07704</td>
</tr>
<tr>
<td>Christopher S. Silva</td>
<td>2670 McCormick Ave, Sweetwater, NJ 08337</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: KOVA Corp.
Signed: ____________________________
Print Name: Chris Silva

Subscribed and sworn before me this ______ day of
December 2017
My Commission expires: 10/2/17
(Print name & title of notary) (Corporate Seal)
C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant To N.J.S.A. 19:44A-20.26

This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.

Part I - Vendor Information

Vendor Name: KOVA, Corp.
Address: 102 East Bay Avenue, Suite J
City: Manahawkin | State: NJ | Zip: 08050

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.

Christopher Silva
President

Part II - Contribution Disclosure

Disclosure requirements: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than $300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

☐ Check here if disclosure is provided in electronic form.

<table>
<thead>
<tr>
<th>Contributor Name</th>
<th>Recipient Name</th>
<th>Date</th>
<th>Dollar Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>None</td>
<td>None</td>
<td></td>
<td>$0</td>
</tr>
</tbody>
</table>

☐ Check here if the information is continued on subsequent page(s)
Taxpayer Identification:

Dear Business Representative

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

Use the Taxpayer Identification Number noted above on all correspondence with the Division 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 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)292-1720.

I wish you continued success in your business endeavors.

Sincerely,

James J. Fruscione
Director
New Jersey Division of Revenue

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

TAXPAYER NAME:
KOVA, CORP.
ADDRESS:
102 EAST BAY AVENUE STE J
MANAHAWKIN NJ 08050
EFFECTIVE DATE:
08/18/99

TRADE NAME:

SEQUENCE NUMBER:
0104199

ISSUANCE DATE:
06/10/09

FORM: BRC
1/1/99 TIENTW

06/10/09
November 23, 2016

Robert A. Baker, Sr.
Director
Public Safety Communications & Technology Center
73-85 Bishop St.
Jersey City, NJ 07302

Re: 2017 State Contract Pricing for Continued Support of Audiolog Recording System

Dear Mr. Baker,

Our records indicate that the maintenance plan on your Audiolog recording system is scheduled to renew on 01/01/2017. Your 24x7 discounted, annual coverage rate off NJ State Contract reflects an amount due $59,391.65 for the annual service period, 01/01/2017-12/31/2017.

2017 Contract Cost: $59,391.65 (01/01/2017-12/31/2017) Itemized Breakdown: See Attached Appendix A. All items are provided with guaranteed replacement on a 24x7 basis.

Below is the specific information for processing of a purchase order off State Contract:

NJ Contract: #99009
NJ State Contract Term Contract: #T-0109
NJ State Contract Commodity Code: #726-13-085630
NJ State Contract Line Item Description: "9-1-1 TELECOMMUNICATIONS EQUIPMENT INCLUDES: CALL ANSWERING, LOGGING & INSTANT PLAYBACK RECORDER, COMPUTER-AIDED DISPATCH (CAD) SYSTEMS & SOFTWARE, TRAINING SIMULATORS & TRAINING SOFTWARE"
Valid Thru: 04/30/2018

For your processing purposes, I have included the 2017 contract and service invoice. If you have any questions, please call me at 609-597-1498 x135, and I will be happy to assist you.

Sincerely,

Melissa McCollom
Customer Advocate
609-597-1498 x135
mccollom@kovacorp.com

Enclosures (2): 2017 Contract ID#17-0101A; 2017 Service Invoice #170000
<table>
<thead>
<tr>
<th>QTY</th>
<th>DESCRIPTION</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Service for Auditing Recorder and software as sold and furnished by KDVLC, Corp. Device is</td>
<td>21,291.65</td>
</tr>
<tr>
<td></td>
<td>provided on a 24 hour basis with 4 hour initial response as per NJ State Contract 093908</td>
<td></td>
</tr>
<tr>
<td></td>
<td>(T-0190). This Contract covers the following dates:</td>
<td></td>
</tr>
<tr>
<td></td>
<td>01/01/2017-12/31/2017</td>
<td></td>
</tr>
<tr>
<td></td>
<td>As per NJ State Contract 093908 (T-0190)</td>
<td></td>
</tr>
<tr>
<td></td>
<td>NJ Sales Tax 7%</td>
<td>0.00</td>
</tr>
</tbody>
</table>

Please direct all inquiries related to this invoice to Melissa McConaugh 609-597-1491 x 135

Total $59,391.65
KOVA, Corp.

MAINTENANCE AND SERVICE AGREEMENT ID#17-0101A

Whereas, Jersey City Police Department, hereinafter referred to as Jersey City or "the customer", doing business at 8 Erie Street, Jersey City, New Jersey 07302 hereinafter referred to as the business location, desires to obtain service to maintain previously purchased Audiolog recorders(s) in good working order; and

Whereas, KOVA, Corp. hereinafter referred to as KOVA, having a place of business at 102 East Bay Avenue, Suite J, Manahawkin, New Jersey 08050, is a manufacturer authorized Platinum level distributor and service provider for the Mercom, Inc. Audiolog recorders;

therefore, KOVA and Jersey City Police Department agree that KOVA will provide Jersey City with service subject to the "Terms and Conditions" listed on reverse side of this page. Jersey City agrees to pay KOVA the sum of $59,391.65 due on or before 01/01/17, for such services. The initial term of this agreement shall be effective from 01/01/2017 through 12/31/2017.

This service agreement covers all calls placed to KOVA Corp.'s toll free hotline 24 hours a day, 7 days a week, provided that the customer abides by the guidelines set forth in "Addendum A", hereinafter referred to as "System Administration Policy for Audiolog and MIQ Systems".

Furthermore, this service agreement specifically covers the equipment as listed in Addendum B of this Agreement at the Customer's business location.

Acceptance of this agreement, as indicated by the undersigned, acknowledges and agrees to all terms and conditions as articulated in this agreement. Notices, pursuant to this agreement, will be sent to the undersigned.

For Jersey City Police Department:

By:

For KOVA:

By:

102 East Bay Avenue, Suite J
Manahawkin, New Jersey 08050
(609) 997-1498
TERRIS AND CONDITIONS CONTRACT D071-001

1. TERRIS: The initial term of this Agreement shall be for one year. This Agreement shall be renewed automatically at the end of each renewal term unless terminated by either party by prior written notice to the other at least 30 days prior to the end of the initial term or any renewal term. KOVA shall have the right, from time to time, to enter into any term shall be charged under this agreement without providing the customer with written notice at least sixty days (60) prior to the expiration of the term then in effect. Such included rates shall then apply to the services to be provided in the next renewal term.

2. FACILITY LOCATION: The services provided herein shall be provided exclusively by the following customer's location specified on reverse side.

3. SERVICES INCLUDED: The following services are included for the terms listed elsewhere in this agreement: 1) All software maintenance updates, which would include the licensed products, as well as the services specified in the Support Services Agreement and be updated as part of the Support Services Agreement; 2) The system and user documentation, which will be updated as part of the Support Services Agreement; 3) Use of the KOVA Support and Care Facility for training and technical assistance during the hours of service as described elsewhere in this agreement. KOVA will provide Microsoft Operating System Service Packs and Microsoft Update Service Pack.

4. PREVENTIVE MAINTENANCE: KOVA will inspect the customer's equipment (as listed elsewhere in this agreement) and make such repairs, adjustments, and replacements of components as may be necessary to maintain the equipment in good working order in accordance with the manufacturer's specifications. All work performed by KOVA will be performed in accordance with KOVA's standard procedures. If any repair is made to the equipment, KOVA will provide a work order to the customer, and the customer will be billed for all expenses incurred. KOVA will provide a service order to the customer, and the customer will be billed for all expenses incurred.

5. STANDARD PERFORMANCE LEVEL: KOVA will perform all services within four hours. The response for a service request may be done electronically or via physical visit to the customer's site. KOVA shall provide the following: a) response times based upon the severity level reported by the Customer as follows:

<table>
<thead>
<tr>
<th>Severity Level</th>
<th>Response Time (hours)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Level 1</td>
<td>1</td>
</tr>
<tr>
<td>Level 2</td>
<td>2</td>
</tr>
<tr>
<td>Level 3</td>
<td>3</td>
</tr>
<tr>
<td>Level 4</td>
<td>4</td>
</tr>
</tbody>
</table>

6. THE CUSTOMER: The Customer shall provide KOVA with the correct information necessary to perform the services agreed upon. The Customer shall also agree to have the necessary software and systems attached to the equipment. The Customer shall provide all information necessary to allow the service technician access to the equipment, without delay. The Customer shall provide all information necessary to allow the service technician access to the equipment, without delay. The Customer shall provide all information necessary to allow the service technician access to the equipment, without delay. The Customer shall provide all information necessary to allow the service technician access to the equipment, without delay.

7. FEES: The fees for this Agreement shall be paid by the Customer to KOVA. KOVA shall provide a work order to the Customer, and the Customer shall be billed for all expenses incurred. KOVA shall provide a work order to the Customer, and the Customer shall be billed for all expenses incurred.

8. PAYMENT: The Customer shall pay all invoices within thirty (30) days of receipt of the invoice. All amounts due to KOVA shall be paid in accordance with the terms of this Agreement. KOVA shall not be responsible for any late fees or interest charges incurred by the Customer. KOVA shall not be responsible for any late fees or interest charges incurred by the Customer. KOVA shall not be responsible for any late fees or interest charges incurred by the Customer.

9. SEVERITY LEVELS: The following severity levels shall apply:

<table>
<thead>
<tr>
<th>Severity Level</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Level 1</td>
<td>Equipment condition or malfunction not critical to the using agency's ability to provide services can be repaired within one hour, or by any authorized service personnel</td>
</tr>
<tr>
<td>Level 2</td>
<td>Equipment condition or malfunction is critical to the using agency's ability to provide services can be repaired within one hour, or by any authorized service personnel</td>
</tr>
<tr>
<td>Level 3</td>
<td>Equipment condition or malfunction is critical to the using agency's ability to provide services can be repaired within one hour, or by any authorized service personnel</td>
</tr>
</tbody>
</table>

10. THE CUSTOMER: The Customer shall provide all information necessary to allow the service technician access to the equipment, without delay. The Customer shall provide all information necessary to allow the service technician access to the equipment, without delay. The Customer shall provide all information necessary to allow the service technician access to the equipment, without delay. The Customer shall provide all information necessary to allow the service technician access to the equipment, without delay.

11. MODIFICATIONS MADE BY THE CUSTOMER: The Customer shall not modify the KOVA in any way, including but not limited to, any software modifications. KOVA shall not be responsible for any modifications made by the Customer. KOVA shall not be responsible for any modifications made by the Customer. KOVA shall not be responsible for any modifications made by the Customer.
13. GENERAL: The customer agrees that notwithstanding the form in which any legal or equitable action may be brought, the liability of KCOA, if any, arising out of or in any way related to its performance of the services provided herein shall be limited to general money damages in an amount not to exceed the total amount paid for such services. Neither party shall be liable to the other for loss of profits, special, consequential or exemplary damages, even if such party has been advised of the possibility of such damages, except for a violation of paragraph 14 "Employment", if KCOA provides maintenance training, the customer and the respective employees will sign and abide by KCOA's non-compete agreement (addendum, extension C). Titles and paragraph headings are for convenient reference and are not part of this Agreement. This Agreement contains the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, negotiations, representations, and proposals, written or oral, relating to this subject matter hereof. No waiver of any breach of any provision of this Agreement shall constitute a waiver of any prior, concurrent or subsequent breach of the same or any other provision hereof and no waiver shall be effective unless made in writing. In the event that any provisions of this Agreement shall be determined to be illegal or otherwise unenforceable, such provision shall be severed and the balance of this Agreement shall continue in full force and effect. However, that neither party may waive the performance of this Agreement if any material provision of this Agreement is deemed to be illegal or otherwise non-enforceable by giving thirty (30) days written notice to the other party within sixty (60) days after such determination, except for a violation of paragraph 14 'Employment', which shall continue in force for the term specified. The customer agrees that all equipment provided by KCOA will be used in a manner consistent with local, state, and federal laws and regulations, and will indemnify and hold harmless KCOA from any litigation arising out of the equipment misuse.

14. EMPLOYMENT: During the term of this agreement, and for a twelve (12) month period thereafter, KCOA and THE CUSTOMER each agrees that it will not solicit for employment directly or indirectly any employee of the other who is or has been engaged in the development, maintenance, implementation or marketing of the Equipment, without written consent of the other, which consent shall not be unreasonably withheld. THE CUSTOMER will not employ any employee of KCOA within twelve (12) months after such termination, except for a violation of paragraph 14 "Employment", which shall continue in force for the term specified. The customer agrees that all equipment provided by KCOA will be used in a manner consistent with local, state, and federal laws and regulations, and will indemnify and hold harmless KCOA from any litigation arising out of the equipment misuse.

15. NOTICES: All notices which either party hereafter is required to give the other party shall be mailed, postage prepaid, by registered or certified mail. Notices shall be mailed to the respective party at the address listed on the face of this agreement.

17. GOVERNING LAW: The laws of the state of New Jersey shall govern this agreement and any issues arising therefrom.
ADDENDUM A

System Administration Policy for Audiolog and MIQ Systems

The policy/rules articulated below are necessary for the continuing proper operation of the Audiolog systems. Any deviation without permission from KOVA will cause billable time for system troubleshooting and restoration.

- Security, Domain, Shares, Computer or User policies should not be pushed and/or assigned to any Audiolog, MIQ, MIR or Veri-Scribe Server or user account.

- The Windows Computer name is vital to the functionality of both the server and client software. It should not be changed without KOVA's service.

- Any local user accounts may not be altered. This includes, but is not limited to, the password, account disabling, user rights or user name.

- Absolutely no Service Packs/Updates for Windows or SQL should be applied except by trained KOVA technicians.

- No Security patches should be applied without contacting KOVA first. This includes, but is not limited to, Microsoft Windows Security Patches, Internet Explorer Security Patches, AntiVirus Updates.

- KOVA provides and installs AntiVirus software for each machine and is specifically configured for use with KOVA products. The customer must not alter the settings of the AntiVirus software or update it without contacting KOVA first.

- KOVA does allow for integration into corporate AntiVirus control using products such as products from Symantec, McAfee or TrendMicro. However, there are strict guidelines that must be followed for this integration and KOVA must be involved in the setup and installation.

- Only software installed by KOVA technicians should exist on any Audiolog, MIQ, MIR or Veri-Scribe Server. Most software is untested to work with our products and may cause unforeseen problems with machine or recording reliability. If the customer requires a product installed on the Audiolog, the software must be presented to KOVA for evaluation and study.

- Any change to any related subsystem (i.e., Computer Telephony Interface - CTI, SMDR feed, PBX, etc) that provides data and/or audio to the recording systems, must be noticed to KOVA (within reasonable time) before any change is done.

- Customers are expected to maintain integration tables with add, move, and deletes. Additionally, if archiving to DVD is enabled, customers must reasonably change the DVDs as required. Customers are also expected to periodically (as necessary) clean dust filter and DVD drives with DVD cleaning disk on a monthly basis.
### ADDENDUM B

**List of Components Covered**

<table>
<thead>
<tr>
<th>Component Code</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>KOVA-RECOBER-BASE-GOLD</td>
<td>14 - 151 Pcs Item 10</td>
</tr>
<tr>
<td>KOVA-RECOBER-BASE-MAT</td>
<td>14 - 151 Pcs Item 11</td>
</tr>
<tr>
<td>KOVA-RECOBER-BASE-TT</td>
<td>14 - 151 Pcs Item 12</td>
</tr>
<tr>
<td>KOVA-RECOBER-BASE-AIC</td>
<td>14 - 151 Pcs Item 13</td>
</tr>
<tr>
<td>KOVA-RECOBER-BASE-BAA</td>
<td>14 - 151 Pcs Item 14</td>
</tr>
<tr>
<td>KOVA-RECOBER-BASE-ATM</td>
<td>14 - 151 Pcs Item 15</td>
</tr>
<tr>
<td>KOVA-RECOBER-BASE-AT</td>
<td>14 - 151 Pcs Item 16</td>
</tr>
<tr>
<td>KOVA-RECOBER-BASE-HBA</td>
<td>14 - 151 Pcs Item 17</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Component Code</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>KOVA-RECOBER-BASE-AT</td>
<td>1 - 11 Pcs Item 10</td>
</tr>
<tr>
<td>KOVA-RECOBER-BASE-TT</td>
<td>1 - 11 Pcs Item 11</td>
</tr>
<tr>
<td>KOVA-RECOBER-BASE-AIC</td>
<td>1 - 11 Pcs Item 12</td>
</tr>
<tr>
<td>KOVA-RECOBER-BASE-BAA</td>
<td>1 - 11 Pcs Item 13</td>
</tr>
<tr>
<td>KOVA-RECOBER-BASE-ATM</td>
<td>1 - 11 Pcs Item 14</td>
</tr>
<tr>
<td>KOVA-RECOBER-BASE-AT</td>
<td>1 - 11 Pcs Item 15</td>
</tr>
<tr>
<td>KOVA-RECOBER-BASE-HBA</td>
<td>1 - 11 Pcs Item 16</td>
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<table>
<thead>
<tr>
<th>Component Code</th>
<th>Description</th>
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<tbody>
<tr>
<td>KOVA-RECOBER-BASE-AT</td>
<td>2 - 22 Pcs Item 10</td>
</tr>
<tr>
<td>KOVA-RECOBER-BASE-TT</td>
<td>2 - 22 Pcs Item 11</td>
</tr>
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<tr>
<td>KOVA-RECOBER-BASE-BAA</td>
<td>2 - 22 Pcs Item 13</td>
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<tr>
<td>KOVA-RECOBER-BASE-ATM</td>
<td>2 - 22 Pcs Item 14</td>
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<td>KOVA-RECOBER-BASE-AT</td>
<td>2 - 22 Pcs Item 15</td>
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<tr>
<td>KOVA-RECOBER-BASE-HBA</td>
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<tr>
<th>Component Code</th>
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<tr>
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<td>KOVA-RECOBER-BASE-AT</td>
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<tr>
<td>KOVA-RECOBER-BASE-HBA</td>
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<tr>
<td>KOVA-RECOBER-BASE-AT</td>
<td>5 - 61 Pcs Item 15</td>
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<tr>
<td>KOVA-RECOBER-BASE-HBA</td>
<td>5 - 61 Pcs Item 16</td>
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</tbody>
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<tr>
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<td>KOVA-RECOBER-BASE-BAA</td>
<td>6 - 74 Pcs Item 13</td>
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<tr>
<td>KOVA-RECOBER-BASE-ATM</td>
<td>6 - 74 Pcs Item 14</td>
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<tr>
<td>KOVA-RECOBER-BASE-AT</td>
<td>6 - 74 Pcs Item 15</td>
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<tr>
<td>KOVA-RECOBER-BASE-HBA</td>
<td>6 - 74 Pcs Item 16</td>
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Resolution of the City of Jersey City, N.J.

RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO TOMAHAWK DEFENSE, LLC FOR THE PURCHASE AND DELIVERY OF EOTECH EXPS3-0 HOLOGRAPHIC SIGHT FOR THE DEPARTMENT OF PUBLIC SAFETY, DIVISION OF POLICE

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, the EOTech EXPS3-0 Extreme is a holographic red dot night vision weapon that allows law enforcement for an elevated level of precision in short to medium range tactical environments; and

WHEREAS, the Purchasing Director within his authority and in conformity with N.J.S.A. 40A:11-6.1(a) informally solicited three quotes with the lowest, responsive and responsible being that from the Tomahawk Defense LLC, 1225-17th Avenue South, Nashville, Tennessee 37212 in the total amount of twenty four thousand, four hundred sixty six dollars and fifty seven cents ($24,466.57); and

WHEREAS, the Purchasing Director has certified that he considers said proposal to be fair and reasonable; and

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

WHEREAS, the Director of the Division of Fire has determined and certified in writing that the value of the contract will exceed $17,500.00; and

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

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

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

WHEREAS, funds in the amount of $24,466.57 are available in the Capital Account:

<table>
<thead>
<tr>
<th>Account</th>
<th>PO #</th>
<th>Amount</th>
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</thead>
<tbody>
<tr>
<td>16-290-55-000-800</td>
<td>124076</td>
<td>$24,466.57</td>
</tr>
</tbody>
</table>

(Continue on page 2)
RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO TOMAHAWK DEFENSE, LLC FOR THE PURCHASE AND DELIVERY OF EOTECH EXPS3-0 HOLOGRAPHIC SIGHT FOR THE DEPARTMENT OF PUBLIC SAFETY, DIVISION OF POLICE

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

1. A contract in the amount of $24,466.57 for EOTech EXPS3-0 Extreme Holographic Sight is awarded to Tomahawk Defense, LLC and the Purchasing Director is directed to have such a contract drawn up and executed.

2. The term of the contract will be completed upon the delivery of the goods or services.

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

4. The Business Entity Disclosure Certification, Chapter 271 Political Contribution Disclosure Certification, the Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance, and the Determination of Value Certification, attached hereto and incorporated herein by reference, shall be placed on file with this resolution.

I, Donna Mauer, Chief Financial Officer, hereby certify that funds in the amount of $24,466.57 are available in the Capital Account:

<table>
<thead>
<tr>
<th>Account</th>
<th>PO #</th>
<th>Amount</th>
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<tbody>
<tr>
<td>16-290-55-000-800</td>
<td>124076</td>
<td>$24,466.57</td>
</tr>
</tbody>
</table>

Approved:

Peter Folgado, Director of Purchasing
2/02/17

APPROVED AS TO LEGAL FORM

Certification Required

Not Required

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 2.22.17

<table>
<thead>
<tr>
<th>COUNCILPERSON</th>
<th>AYE</th>
<th>NAY</th>
<th>N.V.</th>
<th>COUNCILPERSON</th>
<th>AYE</th>
<th>NAY</th>
<th>N.V.</th>
<th>COUNCILPERSON</th>
<th>AYE</th>
<th>NAY</th>
<th>N.V.</th>
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<tr>
<td>Gajewski</td>
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<td>Ginsberg</td>
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<td>Gadson</td>
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<td>Osborne</td>
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<td>Boggiorno</td>
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<td>Robinson</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.

Folio R. Laviano, 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 TOMAHAWK DEFENSE, LLC FOR THE PURCHASE AND DELIVERY OF EOTECH EXPS3-0 HOLOGRAPHIC SIGHT FOR THE DEPARTMENT OF PUBLIC SAFETY, DIVISION OF POLICE |

Initiator

<table>
<thead>
<tr>
<th>Department/Division</th>
<th>Public Safety</th>
<th>Police</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name/Title</td>
<td>Director James Shea</td>
<td>Public Safety</td>
</tr>
<tr>
<td>Phone/email</td>
<td>201-547-4259</td>
<td><a href="mailto:jshea@njops.org">jshea@njops.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

| Eotech Exps3-0 Holographic sight for the ESU Rifles |

I certify that all the facts presented herein are accurate.

Signature of Department Director

Date 2/7/17

Signature of Purchasing Director

Date 2/10/17
DETERMINATION OF VALUE CERTIFICATION

I, James Shea, hereby certify the following:

1. I am the Director of Public Safety Division of Police.

2. The City requires Holographic sight attachments for ESU Rifles.

3. The City informally solicited quotations for Eotech EXPS3-0.

4. The administration's recommendation is to award a contract to Tomahawk Defense, 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 21-7-17

James Shea, Police Director
<table>
<thead>
<tr>
<th>QUOTE SHEET</th>
<th>P.O. NO.</th>
<th>REQ. NO.</th>
<th>DEPT/DIV.</th>
<th>POLICE</th>
<th>ITEM #</th>
<th>QTY</th>
<th>DESCRIPTION</th>
<th>UNIT COST</th>
<th>EXT AMT</th>
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<th>EXT AMT</th>
<th>UNIT COST</th>
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<th>SUB-TOTAL</th>
<th>DELIVERY/SHIPPING/HANDLING</th>
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<td>12076</td>
<td>17787</td>
<td>TOMAHAWK DEFENSE</td>
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<td>$ 628.89</td>
<td>$ 27,088.57</td>
<td>$ 589.99</td>
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<td>MACK'S PRAIRIE WINGS</td>
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<td>WEAPONS SIGHT FOR</td>
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NOTES:
Estimate

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

<table>
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<tr>
<th>ESTIMATE #</th>
<th>DATE</th>
<th>EXPIRATION DATE</th>
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<tr>
<th>ACTIVITY</th>
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<tbody>
<tr>
<td>EOTech EXPS3-0</td>
<td>588.99</td>
<td>24,466.57</td>
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</table>

TOTAL

$24,466.57

Accepted By

Accepted Date
**Shopping Cart**

Need assistance with your order? Call us at 1-800-882-2962

**EOTech XPS3-0 Sight**
- Item #: WX228499S
- In Stock.

**Price**
- Non-Member: $569.99
- Buyer's Club Pricing Applied at Checkout

**Subtotal**
- $25,369.57

- This item cannot ship via any of our Next Day or Second Day Express delivery methods.

**Save an Extra 10%**
- Exclusive Email Deals
- Stretch Payments with 4-Pay
- You Can't Lose!
- Receive $20 in coupons

**Start Free 30-Day Trial**

**More Info**

**Products You May Also Like**

http://www.sportsmansguide.com/cart/viewcart 2/6/2017
The availability status shown below is current as of 01:06 PM CST, Monday, February 6.

Apply a Promo Code
If you have a Promo Code, enter it here

EOTech EXPS3-0 Weapon Sight With Night Vision and AAS Reticle - Black

Item # LCEEXPS30

$629.93 x 43 = $27,089.67

In Stock

International Shipping
Rule Apply

Move to Wish List Remove

*Promotional Discount is included in the subtotal for this order.

Order Summary
Subtotal: $27,089.67
Shipping Charge: Free

Total Cost in USD: $27,089.67

Shipping Information

For Canadian Orders, Proceed to Checkout for shipping options and charges. Duties, Taxes, and Shipping fees are included in your order and no fees will be collected by the carrier.

- Economy Ground (5-9 Business Days) Free
- Standard Ground (3-5 Business Days) $10.99
- 3 Day Air $26.95
- 2nd Day Air $29.95
- Next Day Air $42.95

CERTIFICATE NUMBER 1942571 FOR TOMAHAWK STRATEGIC SOLUTIONS LLC IS VALID.
BUSINESS ENTITY DISCLOSURE CERTIFICATION
FOR NON-PAIRED OPEN CONTRACTS
Required Pursuant To N.J.S.A. 19:44A-20.8
CITY OF JERSEY CITY

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

| Steven Fulop for Mayor 2017 | Hallinan for Council |
| Lavarro for Councilman | Friends of Richard Boggiano |
| Friends of Joyce Watterman | Michael Yun |
| Friends of Daniel Rivera | Osborne for Council |
| Gajewski for Council | Friends of Councilwoman Diane Coleman |

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

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

<table>
<thead>
<tr>
<th>Name of Stock or Shareholder</th>
<th>Home Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>Keith Whalinwender</td>
<td>2028 Austin Dr Spring Hill, TN 37174</td>
</tr>
<tr>
<td>Michael Biller</td>
<td>206 W. Spring Ct, Brentwood, TN 37227</td>
</tr>
<tr>
<td>Walter McAlen</td>
<td>925-D Gale Ln, Nashville, TN 37204</td>
</tr>
<tr>
<td>Nick Pantikes</td>
<td>1230 Wayway, Chicago, IL 60614</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: Tomahawk Defense
Signed: [Signature]
Print Name: Keith Whalinwender
Title: CEO
Date: 7/6/17

Subscribed and sworn before me this 7th day of February, 2017

Oiler Davis (Affiant)  
[Print name & title of affiant]

Oliver Davis (Chief Admin Officer)  
[Corporate Seal]  

STATE OF TENNESSEE NOTARY PUBLIC  
Davidson County
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: | Tomahawk Defense |
| Address: | 1225 17th Avenue South |
| City: | Nashville |
| State: | TN |
| Zip: | 37212 |

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: Keith Valanzeri
Title: CEO

Part II - Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than $300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

☐ Check here if disclosure is provided in electronic form.

<table>
<thead>
<tr>
<th>Contributor Name</th>
<th>Recipient Name</th>
<th>Date</th>
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☐ Check here if the information is continued on subsequent page(s)
CERTIFICATION OF COMPLIANCE WITH THE CITY OF JERSEY CITY CONTRACTOR PAY-TO-PLAY REFORM ORDINANCE 08-128 ADOPTED ON SEPTEMBER 3, 2008

PART I - Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that Tomahawk Defense (name of business entity) has not made any reportable contributions in the **one-year period preceding ** (date City Council awards contract) that would be deemed to be violations of Section One of the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128 (attached hereto) and that would bar the award of this contract. I further certify that during the term of the contract Tomahawk Defense (name of business entity) will not make any reportable contributions in violation of Ordinance 08-128.

PART II - Signature and Attestation:

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

Name of Business Entity: Tomahawk Defense

Signed __________________ Title: CEO

Print Name: Keith Wohlmuth Date: 7/6/17

Subscribed and sworn before me this 1st day of February 2017.

My Commission expires:

Oliver Davis, Chief Admin Officer

STATE OF TENNESSEE NOTARY PUBLIC

Oliver Davis (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 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/treas/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 its company’s receipt, knowledge and commitment to comply with:

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

The undersigned vendor further agrees to furnish the required forms of evidence and understands that their contract/company’s bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

Representative’s Name/Title (Print): [Signature] CEO

Name of Company: TOMAHAWK DEFENSE
Tel. No.: (516) 621-7116 Date: 7/28/17
CERTIFICATE OF EMPLOYEE INFORMATION REPORT

INITIAL

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

15 JUN 2015 to 15 JUN 2022

TOMAHAWK DEFENSE
1225 17TH AVE. S.
NASHVILLE TN 37212

Certification 54630

FORD M. SCUDDER
Acting State Treasurer
APPENDIX A

AMERICANS WITH DISABILITIES ACT OF 1990

Equal Opportunity for Individuals with Disability

The contractor and the (hereafter "owner") do hereby agree that the provisions of Title III 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, losses, damages, and expenses under any and all administrative procedures established pursuant to the Act. The contractor shall, at its own expense, appear, defend, and pay any and all claims, losses, damages, and expenses under any and all administrative procedures established pursuant to the Act. The contractor shall, at its own expense, appear, defend, and pay any and all claims, losses, damages, and expenses under any and all administrative procedures established pursuant to the Act. The contractor shall, at its own expense, appear, defend, and pay any and all claims, losses, damages, and expenses under any and all administrative procedures established pursuant to the Act. The contractor shall, at its own expense, appear, defend, and pay any and all claims, losses, damages, and expenses under any and all administrative procedures established pursuant to the Act. The contractor shall, at its own expense, appear, defend, and pay any and all claims, losses, damages, and expenses under any and all administrative procedures established pursuant to the Act.

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 it be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

(Representative's Name/Title Print): Keith Wadsworth, CEO
Representative's Signature: [Signature]
Name of Company: Townshark Defense
Tel. No.: (767) 621-7116
Date: 7/28/17
Minority/Woman Business Enterprise (MWBE)
Questionnaire for Bidders

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

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

Business Name: Tomahawk Defense
Address: 1225 17th Avenue South, Nashville, TN 37212
Telephone No.: (757) 621-7116
Contact Name: Keith Walawender

Please check applicable category:

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

_____ Woman Owned Business (WBE) X Neither

Definitions
Minority Business Enterprise

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

African American: a person having origins in any of the black racial groups of Africa
Hispanic: a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.
Asian: a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.
American Indian or Alaskan Native: a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

Woman Business Enterprise

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

DIVISION OF PURCHASING COPY
Resolution of the City of Jersey City, N.J.

City Clerk File No.  Res. 17-157
Agenda No. 10. U
Approved: FEB 2 2 2017

TITLE:

RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO DENNIS J. MCSWEENY FOR MONTHLY K-9 TRAINING AND EVALUATIONS FOR THE DEPARTMENT OF PUBLIC SAFETY, DIVISION OF POLICE

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, the K9 training and re-evaluation of police dogs are needed to ensure that they maintain and be in accordance with the New Jersey Attorney General's Standards for K-9 qualification requirements of NJ law Enforcement; and

WHEREAS, the Purchasing Director within his authority and in conformity with N.J.S.A. 40A:11-6.1(a) informally solicited three quotes and obtained one proposal with the lowest, responsive and responsible being that from Dennis McSweeney Dog Training LLC, 272 Seminole Avenue, Absecon, New Jersey 08201 in the total amount of nineteen thousand, two hundred dollars ($19,200.00); and

WHEREAS, the Purchasing Director has certified that he considers said proposal to be fair and reasonable; and

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

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

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

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

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

WHEREAS, funds in the amount of $1,000.00 are available in the Operating Account.

<table>
<thead>
<tr>
<th>Account</th>
<th>PO #</th>
<th>Total Contract</th>
<th>Encumbrance</th>
</tr>
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<tbody>
<tr>
<td>01-201-25-240-312</td>
<td>124066</td>
<td>$19,200.00</td>
<td>$1,000.00</td>
</tr>
</tbody>
</table>

(Continue on page 2)
RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO DENNIS J.
MC SWEENY FOR MONTHLY K-9 TRAINING AND EVALUATIONS FOR THE
DEPARTMENT OF PUBLIC SAFETY, DIVISION OF POLICE

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

1. A contract in the amount of $19,200.00 for the training and re-evaluation of police dogs is
awarded to Dennis McSweeney Dog Training LLC.

2. The term of the contract shall be effective January 1, 2017 through December 31, 2017.

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

4. The Business Entity Disclosure Certification, Chapter 271 Political Contribution Disclosure
Certification, the Certification of Compliance with the City’s Contractor Pay-to-Play Reform
Ordinance, and the Determination of Value Certification, attached hereto and incorporated
herein by reference, shall be placed on file with this resolution.

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 2017 fiscal year temporary budget shall be subject to the
availability and appropriation of sufficient funds in the 2017 fiscal year permanent budget.

_ Donna Mauer Chief Financial Officer, hereby
certify that funds in the amount of $19,200.00 are available in the Operating Account.

Account          PO #       Total Contract       Encumbrance
01-201-25-240-312 124066    $19,200.00             $1,000.00

Approved by:     Date
Director of Purchasing, QPA, RPPO 2/6/17

APPROVED:         APPROVED AS TO LEGAL FORM
Business Administrator

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 2.22.17

COUNCILPERSON AYE NAY N.V. COUNCILPERSON AYE NAY N.V. COUNCILPERSON AYE NAY N.V.
GAJENSKI        ✓     ✓     ✓     YUN        ✓     ✓     ✓     RIVERA        ✓     ✓     ✓
GADSDEN         ✓     ✓     ✓     OSBORNE     ✓     ✓     ✓     WATTERMAN     ✓     ✓     ✓
BOGGIANO        ✓     ✓     ✓     ROBINSON     ✓     ✓     ✓     LAVARRO, PRES. ✓     ✓     ✓
✓ Indicates Vote
N.V.-Not Voting (Abstain)

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

Roberto R. Lavarro, Jr., President of Council
Robert Byrne, City Clerk
**RESOLUTION FACT SHEET – 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 DENNIS J. MCSWEENY FOR MONTHLY K-9 TRAINING AND EVALUATIONS FOR THE DEPARTMENT OF PUBLIC SAFETY, DIVISION OF POLICE |

**Initiator**

<table>
<thead>
<tr>
<th>Department/Division</th>
<th>Public Safety</th>
<th>Police</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name/Title</td>
<td>Director James Shea</td>
<td>Public Safety</td>
</tr>
<tr>
<td>Phone/email</td>
<td>201-547-4239</td>
<td><a href="mailto:jshea@njcpo.org">jshea@njcpo.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 this contract is for training 12 canines to ensure that all JCPD K9 dogs maintain the New Jersey Attorney General's standards.

I certify that all the facts presented herein are accurate.

[Signature of Department Director]  
[Date]  

[Signature of Purchasing Director]  
[2/10/17]  
[Date]
<table>
<thead>
<tr>
<th>P.O. NO.</th>
<th>124086</th>
<th>DEPT/DIV</th>
<th>POLICE</th>
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<tr>
<th>REQ. NO.</th>
<th>177711</th>
<th>DESCRIPTION</th>
<th>TRAINING OF 5 PATROL DOGS &amp; HANDLERS</th>
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<thead>
<tr>
<th>ITEM #</th>
<th>QTY</th>
<th>UNIT</th>
<th>UNIT COST</th>
<th>EXT AMT</th>
<th>UNIT COST</th>
<th>EXT AMT</th>
<th>UNIT COST</th>
<th>EXT AMT</th>
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<tbody>
<tr>
<td>1</td>
<td>12</td>
<td>MO</td>
<td>$1,600.00</td>
<td>$9,200.00</td>
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</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>5 PATROL DOGS AND HANDLERS</th>
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</thead>
</table>

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>4 EXPLOSIVE DETECTOR DOGS &amp; HANDLER</th>
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</table>

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>1 NARCOTIC DETECTOR DOG AND HANDLER</th>
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</thead>
</table>

<table>
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<tr>
<th>UNIT COST</th>
<th>EXT AMT</th>
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<tbody>
<tr>
<td>$1,600.00</td>
<td>$9,200.00</td>
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</tbody>
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<tr>
<th>NOTES: K9 WORKING DOGS, IS OUT OF STATE, ANDERSON K9 DID NOT RESPOND</th>
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</thead>
</table>

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<thead>
<tr>
<th>DELIVERY/SHIPPING/HANDLING</th>
<th>TOTAL</th>
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</thead>
<tbody>
<tr>
<td>$19,200.00</td>
<td>$19,200.00</td>
</tr>
</tbody>
</table>
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. 2009, c. 19 would bar the award of this contract in the one year period preceding (date of award scheduled for approval of the contract by the governing body) to any of the following named candidate committee, joint candidates committee, or political party committee representing the elected officials of the <name of entity of elected officials> as defined pursuant to N.J.S.A. 19:44A:3(p), (q) and (r).

<table>
<thead>
<tr>
<th>Name of Candidate Committee</th>
<th>Home Address</th>
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</thead>
<tbody>
<tr>
<td>Steven Fulop for Mayor 2017</td>
<td>Hallanan for Council</td>
</tr>
<tr>
<td>Lavarro for Councilman</td>
<td>Friends of Richard Boggiano</td>
</tr>
<tr>
<td>Friends of Joyce Watterman</td>
<td>Michael Yun</td>
</tr>
<tr>
<td>Friends of Daniel Rivca</td>
<td>Osborne for Council</td>
</tr>
<tr>
<td>Gajewski for Council</td>
<td>Friends of Councilwoman Diane Coleman</td>
</tr>
</tbody>
</table>

Part II - Ownership Disclosure Certification
☐ I certify that the list below contains the names and home addresses of all owners holding 10% or more of the issued and outstanding stock of the undersigned.
Check the box that represents the type of business entity:
☐ Partnership ☐ Corporation ☐ Sole Proprietorship ☐ Subchapter S Corporation
☐ Limited Partnership ☑ Limited Liability Corporation ☐ Limited Liability Partnership

<table>
<thead>
<tr>
<th>Name of Stock or Shareholder</th>
<th>Home Address</th>
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Part 3 - Signature and Attestation
The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.
Name of Business Entity: Dennis McSweeney Dog Training, LLC
Signed: Dennis McSweeney Title: K-9 Trainer (Level 3)
Print Name: Dennis McSweeney Date: 1/26/2017

Subscribed and sworn before me this ____ day of ___________, 2017.

My Commission expires: _____________

(Print name & title of affiant) (Corporate Seal)
C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant To N.J.S.A. 19:44A-20.26

This form or its permitted facsimile must be submitted to the local unit
no later than 10 days prior to the award of the contract.

Part I - Vendor Information

| Vendor Name: | N/A |
| 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.

Dennis McSweeney
Signature
Dennis McSweeney
Printed Name
K-9 Trainer (Level3)
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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<tr>
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☐ Check here if the information is continued on subsequent page(s)
CERTIFICATION OF COMPLIANCE WITH THE CITY OF JERSEY CITY CONTRACTOR PAY-TO-PLAY REFORM ORDINANCE 08-128 ADOPTED ON SEPTEMBER 3, 2008

PART I - Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that _____Dennis McSweeneyDog Training, LLC (name of business entity) has not made any reportable contributions in the **one-year period preceding __1/1/2017__ (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 upon entering into this contract, Dennis McSweeney Dog Training, 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: ______________________________________

Signed ___________________________ Title: ___________________________

Print Name ___________________________ Date: __________________________

Subscribed and sworn before me this __________ day of __________, 20__.

My Commission expires: ___________________________ (Affiant)

(Print name & title of affiant) (Corporate Seal)

**Pursuant to Section 2 of Ordinance 08-128, no contributions or solicitation of contributions made prior to the effective date Ordinance 08-128 (September 23, 2008) shall be deemed to be a violation of the Ordinance.**
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: Dennis McSweeney Dog Training, LLC
Address: 272 Seminole Ave Absecon, NJ 08201
Telephone No.: 609-641-1423
Contact Name: Dennis McSweeney

Please check applicable category:

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

Definitions

Minority Business Enterprise

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

- African American: a person having origins in any of the black racial groups of Africa
- Hispanic: a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.
- Asian: a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.
- American Indian or Alaskan Native: a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

Woman Business Enterprise

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.
APPENDIX A
AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability

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

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

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

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

Representative's Name/Title Print: Dennis McSweeney
Representative's Signature: ________________________________
Name of Company: ____________________________
Tel No.: _________ Date: ___________
EXHIBIT A (Continuation).

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

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

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

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

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

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

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

EXHIBIT A
N.J.S.A. 10:5-31 and N.J.A.C. 17:27
MANDATORY EQUALEMPLOYMENT 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): Dennis McSweeney K-9 Trainer (Level 3)

Representative’s Signature: ____________________________

Name of Company: ____________________________

Tel. No.: 609-641-1423 Date: 1/26/2017
## SECTION A - COMPANY IDENTIFICATION

1. F.B. NO. OR SOCIAL SECURITY NUMBER:  
   - [ ] 1. MFG  [ ] 2. SERVICE  [ ] 3. WHOLESALE  [ ] 4. RETAIL  [ ] OTHER

2. COMPANY NAME: Dennis McSweeny Dog Training, LLC
3. STREES: 272 Seminole Ave Absecon
4. CITY: Atlantic
5. COUNTY: NJ
6. ZIP CODE: 08201

## SECTION B - EMPLOYMENT DATA

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<thead>
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Total: The data below shall not be included in the figures for the appropriate categories above.

12. HOW WAS INFORMATION AS TO RACE OR ETHNIC GROUP IN SECTION B OBTAINED?
   - [ ] 1. Visual Survey  [ ] 2. Employment Record  [ ] 3. Other (Specify)

13. DATES OF PAYROLL PERIOD USED
   - From: [ ] 1. YES [ ] 2. NO
   - To: [ ] 1. YES [ ] 2. NO
   - 2016

## SECTION C - SIGNATURE AND IDENTIFICATION

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<th>TITLE</th>
<th>DATE MD/DAY/YEAR</th>
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<tr>
<td>Dennis McSweeny</td>
<td>[Signature]</td>
<td>K-9 Trainer</td>
<td>1/25/2017</td>
</tr>
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17. ADDRESS NO. & STREET: 272 Seminole Ave Absecon
   - CITY: Atlantic
   - COUNTY: NJ
   - ZIP CODE: 08201
   - PHONE (AREA CODE) PHONE: 609-641-1423
# STATE OF NEW JERSEY
## BUSINESS REGISTRATION CERTIFICATE

<table>
<thead>
<tr>
<th>Taxpayer Name</th>
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<tr>
<td>Trade Name:</td>
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For Office Use Only:

20170214132054251

https://www1.state.nj.us/TYTR_BRC/servlet/common/BRCLogin 2/14/2017
Police K9s For Sale

Police Service Dogs for sale to Law Enforcement and Government Agencies ONLY!

If your organization is currently seeking a supplier of Police Service Dogs, please contact us today to find out more about our programs and the availability of our European Imported Fully Trained, and Started Police K9's for sale.

K9 Working Dogs International, LLC offers only the absolute highest quality Police Service Dogs from Europe's finest working bloodlines.

All of our Police Service Dogs are 100% Guaranteed to meet the needs and expectations of our clients, with a 5 YEAR Health and Working Guarantee! We understand that the search for the "Perfect" Police Service Dog can be very time consuming and is often a difficult task for Law Enforcement Agencies to undertake.

K9 Working Dogs is committed to serving your Agency and making a true long-term positive impact on the communities YOU serve, and we will do everything possible to ensure a smooth and easy transition of your next K9 partner!

Police K9 breeds we specialize in:

- German Shepherd Dogs
- Belgian Malinois
- Dutch Shepherds
- Labrador Retrievers
- German Hunting Terriers (The ultimate Covert & Interdiction Detection K9's)

Available from K9 Working Dogs:

- Started / Imprinted Police K9's - Available to Military, Federal, or State Law Enforcement Agencies ONLY
- Trained & Certified K9's Ready for Deployment - Available to all Law Enforcement Agencies ONLY
- POST & Internationally Recognized Officer Handler Training Courses & K9 Certification
- Train The Trainer / Instructors Courses
- Consulting for K9 Unit Deployment and Proper Maintenance

K9 Working Dogs International has a variety of Started dogs available, as well as Fully Trained and Certified K9's, ready for deployment immediately - Certified Handlers Training Courses are also available!

Our training Courses & Certification / Assessment Standards Exceed the below outlined National Certification Guidelines. We do not endorse or recommend...
any one particular standard, as we believe there are positive areas of assessment in each of them, and varying regions of the United States provide a localized access and opportunity for K9 Unit’s ongoing certification as viewed by the US Courts (SCOTUS, etc.).

NPCA (National Police Canine Association)
USPCA (United States Police Canine Association)
NAPWDA (North American Police Work Dog Association)
NNDDA (National Narcotic Detector Dog)

K9 Unit’s should be well-versed and assessed Quarterly on practical proficiency first and foremost, with field trial and routine-exercise-based certifications Annually.

The below pricing schedule is an estimate only. Actual pricing is dependent on contractual requirements established by your organization. To receive pricing for your Immediate or future K9 purchase requirements, please contact our office directly.

All trained Police K9's provided by K9 Working Dogs International are fully Guaranteed for 5 YEARS.

Police K9 Pricing:

Pricing normally ranges between $4,500.00 and $15,500.00 (Depending on the level of training and/or certification).

Individual dogs are priced according to their training and purpose.

For some of our POLICE K9 DOGS FOR SALE please click here

Trained and Certified Narcotics Detection K9:
Obedience, agility, searches for and locates (passive or active alert) the following narcotics and derivatives of:

- Marijuana
- Heroin (Diamorphine)
- Cocaine (Methyl benzoylecgonine)
- Methamphetamine (Desoxyn)
- MDMA / Molly, etc.

Includes:
* Basic equipment and supplies.
* Handling Instructions.
* Complete Training & Performance Records.
* National Certification.
* Five (5) Year Working Guarantee.
* Five (5) Year Health Guarantee.

Trained and Certified Bomb/Explosives Detection K9:
Obedience, agility, searches for and indicates:

- C-4
- Black Powders
- Smokeless Powders
- TNT (Military Rock/Granular)
- Dynamite (Military/Commercial)
- RDX (Fox-X Data Sheet) (Military/Commercial)
- Potassium Chlorate
- Potassium Nitrate
- Ammonium Nitrate
- PETN (Military/Commercial) Primer Cord
- Slurries (Water Gel)

Includes:
* Basic equipment and supplies.
* Handling Instructions.
* Complete Training & Performance Records.
* National Certification.
* Five (5) Year Working Guarantee.
* Five (5) Year Health Guarantee.
Trained and Certified Firearms & Ammunition Detection K9:
Obedience, agility, searches for and indicates:
- Firearms (cleaned and recently fired)
- Magazines (loaded and empty)
- Shells (brass and shotgun)
- Gun Powder (black and smokeless)
- Shell Casings

Includes:
* Basic equipment and supplies.
* Handling Instructions.
* Complete Training & Performance Records.
* National Certification.
* Five (5) Year Working Guarantee.
* Five (5) Year Health Guarantee.

Trained and Certified Patrol K9:
* Obedience, Control and Agility
* Searches, Open and Building, Man-trailing, evidence recovery
* Criminal Apprehension, and Non-compliance
* Handler Protection, Public Ordinance and Assault prevention

Includes:
* Basic equipment and supplies.
* Handling Instructions.
* Complete Training & Performance Records.
* National Certification.
* Five (5) Year Working Guarantee.
* Five (5) Year Health Guarantee.

Trained Dual Purpose K9: Patrol & Narcotics Detection Certified:
* Obedience - Full Off Leash
* Searches - Area, Building, Woods, etc.
* Apprehension
* Handler Protection
* Narcotics Detection (Passive or Active alert)
* Searches for and locates (passive or active alert) the following narcotics and derivatives of:
  - Marijuana
  - Heroin (Diacorphine)
  - Cocaine (Methyl benzylecgonine)
  - Methamphetamine (Desoxyn)
  - MDMA / Molly, etc.

Includes:
* Basic equipment and supplies.
* Handling Instructions.
* Complete Training & Performance Records.
* National Certification.
* Five (5) Year Working Guarantee.
* Five (5) Year Health Guarantee.

Trained Dual Purpose K9: Patrol & Explosives Detection Certified
* Obedience - Full Off Leash
* Searches - Area, Building, Woods, etc.
* Apprehension
* Handler Protection
* Indicates the following explosive orders:
  - C-4
  - Black Powders
  - Smokeless Powders
  - TNT (Military Block/Granular)
  - Dynamite (Military/Commercial)
  - RDX (Flex-X Data Sheet) (Military/Commercial)
  - Potassium Chlorate
  - Potassium Nitrate
  - Ammonium Nitrate
  - PETN (Military/Commercial) Primer Cord
  - Slurries (Water Gel)

K-9 TRAINING

K-9 Training Standards and Qualification Requirements for New Jersey Law Enforcement

Issued December 1992
Revised July 1995
Revised July 2002

INTRODUCTION

In April 1992, an Advisory Group was established by the Attorney General to establish a statewide standard for training K-9 teams, that is, police officer handler-police dog teams, utilized in New Jersey law enforcement. This group, comprised of K-9 officers and representatives from various types of law enforcement agencies throughout New Jersey, was to examine relevant training issues and suggest recommendations for a uniform, statewide training standard.

K-9 teams are of significant value in law enforcement in detecting evidence, in tracking persons who are lost, in tracking suspects sought by police, and in protecting police officers and deterring criminal activity. A statewide survey reveals that K-9 units or teams exist in all 21 counties. There are K-9 units operating in state, county, and municipal law enforcement agencies statewide. K-9 units are also maintained by some correctional facilities and transit authorities.

The proper and effective use of K-9 teams in police work and law enforcement is grounded in a basic training program which encompasses the knowledge and skills necessary to utilize the police dog in the field. In-service training is then needed to ensure that required basic skills are maintained. For these reasons, minimum mandatory statewide training standards have been developed for implementation by law enforcement agency executives in those agencies that have K-9 units or teams. These standards pertain to basic K-9 training and qualification, in-service training and re-evaluation, K-9 instructor qualifications, and K-9 training sites or facilities. Compliance with these mandatory standards is the responsibility of the chief executive officer of the agency sponsoring the training and the chief executive officer of the agency conducting or utilizing K-9 operations.

Basic and in-service training standards have been established as performance objectives which relate to actual duties and tasks to be performed on the job. Performance objectives represent the goals of the training and are used to determine if the training has been successful by indicating whether trainees have achieved what is intended. (An overview of the Performance Objective System of Training is provided in Appendix A.)
In addition to the training standards established herein, law enforcement agencies with K-9 units or teams should establish clear policy and issue standard operating procedures on the use of police dogs. Individual agency policy, which provides practical guidelines for K-9 operations, establishes a system which will assist in ensuring the effective use of K-9 teams.

DEFINITIONS

**Agility Training.** Training during which the police dog must surmount or overcome obstacles, such as walls and tunnels, which are likely to be confronted in the performance of duty.

**Apprehension with Gunfire.** The ability of the police patrol dog to apprehend the "suspect" and not be distracted by gunfire.

**Article Search.** A search by the police dog to locate various articles or types of evidence within a designated area.

**Building Search.** A search of a structure by the police patrol dog in which the dog follows the freshest scent to locate a "suspect" or "subject" hiding in the structure.

**Box Search.** A training exercise, during which the police patrol dog enters a field with several boxes, tents or other objects containing or concealing one or more "suspect" or subject. The police patrol dog follows the freshest scent to locate and indicate the hidden suspect(s) or subject(s).

**Criminal Apprehension.** An exercise during which the police patrol dog physically apprehends (bites and holds) the "suspect" until the "suspect" is taken into custody (and a release command is issued).

**Distance Control.** The police dog is trained to respond to voice commands or hand signals given from a distance by the police officer handler.

**False Start.** Should the suspect begin to flee, the police patrol dog will remain in a sit position.

**Field Search (Marsh Search or Wood Search).** A search of a field or other designated area, during which the police patrol dog conducts a quarter search of the area to locate and indicate the "suspect" or subject.

**Handler Protection.** The police patrol dog is trained to stay in a watch position unless commanded by the officer or the officer's safety is threatened.
Heel Work. The police dog is trained to respond to various commands while walking at the police officer handler's side.

In-Service Training. Training conducted by a K-9 trainer or Supervising K-9 trainer to maintain skills that must be performed during re-evaluation.

K-9 Team. A K-9 team is comprised of the police officer handler and the police dog.

K-9 Patrol Team. A team consisting of a police officer handler and police dog used in law enforcement for routine patrol work, such as building searches, field or open searches, wooded area searches, swamp or marsh searches, article searches, tracking, and criminal apprehension.

K-9 Specialty Team. A team consisting of a police officer handler and specialty dog used in law enforcement specifically for scent work, detection or tracking work. Specialty teams are used for narcotics detection, arson accelerant detection, explosive detection, tracking, article searches, or cadaver detection.

K-9 Trainer. The K-9 trainer is qualified to conduct basic and in-service training for police officer handler-police dog teams and must meet the qualification requirements set forth herein.

K-9 Training Site or Facility. Training sites or facilities which satisfy the criteria set forth herein.

Law Enforcement Agency. Law enforcement agency means any police force or organization functioning within this state or any other state which has by statute or ordinance the responsibility of detecting crime and enforcing the criminal or penal laws of this state or any other state.

Law Enforcement Officer. Law enforcement officer means any employee of a law enforcement agency (not including a civilian employee), any member of a fire department or force who is assigned to an arson investigation unit pursuant to Public Law 1981, Chapter 409, and any corrections officer or juvenile detention officer.

Off Lead Obedience. A series of obedience exercises where the police dog is trained to heel alongside the officer and make left, right, and about turns while off lead.

On Lead Obedience. A series of obedience exercises where the police dog is trained to heel alongside the officer and make left, right, and about turns while on lead.
**Police Dog.** A dog that has been trained by a Supervising K-9 trainer or K-9 trainer and is handled by a police officer handler in the performance of his/her duties, used for law enforcement purposes or any law enforcement related activities.

**Police Officer Handler.** A law enforcement officer who officially utilizes a police dog in the course of assigned duties and responsibilities.

**Police Patrol Dog** A police dog used for routine patrol work in law enforcement, such as building searches, field or open area searches, wooded area searches, swamp or marsh searches, article searches, tracking and criminal apprehension.

**Recall.** This exercise demonstrates that the police patrol dog handler has complete voice control over his/her dog in all situations and that the patrol dog will return to the officer handler, on command, prior to making a physical apprehension.

**Scent Work.** Exercises whereby the police dog conducts searches to locate a "suspect," other subject, evidence or other articles within buildings, other types of interior structures, or exterior areas.

**Semi-Annual Re-Evaluation.** A pass/fail qualification program consisting of two prescribed evaluation sessions within a 12-month period, with approximately six months between each evaluation.

**Police Specialty Dog.** A police dog used specifically for specialty work or specialized scent work such as detection and tracking in law enforcement, that is, narcotics detection, arson accelerant detection, explosive detection, tracking, article and cadaver detection.

**Supervising K-9 Trainer.** Supervising K-9 trainers, conduct basic and in-service K-9 training and qualifying exercises. They are responsible for supervising K-9 handlers who assist with any K-9 training, and for certifying qualified prospective handlers as K-9 trainers. Supervising K-9 trainers must meet the qualification requirements set forth herein.

**Walking Control.** While heeling alongside the police officer handler, the police dog will sit, down or stand upon the command of the officer and remain in that position as the officer walks away from the dog.
K-9 Training Standards and Qualification Requirements

BASIC TRAINING AND QUALIFICATION

Basic training and qualification standards have been developed and incorporated herein for police K-9 patrol teams and K-9 specialty teams, used for specialized scent work, detection work or tracking in law enforcement. These standards include performance objectives for the police officer handler and the police officer-police dog team. To qualify for operation as a K-9 patrol team or specialty team in New Jersey law enforcement, the established standards must be demonstrated to the satisfaction of a K-9 trainer or supervising K-9 trainer meeting the criteria set forth herein.

The performance objectives represent the intended outcome or goal of the training and are to be used to evaluate and qualify police officer handlers and police dogs upon completion of training. The performance objectives established for basic training and qualification are intended to represent the minimum skills and training to be completed. Additional training may be incorporated in the basic K-9 training and is, in fact, encouraged.

All basic K-9 training programs must include a segment on the importance of K-9 policy and procedure. This training must discuss the significance of written policy and procedure, the purpose of such policy, as well as the general types of information to be included and issues to be addressed in such policy.

A detailed schedule and lesson plan must be developed for all basic training programs conducted for K-9 patrol teams or K-9 specialty teams. Copies of both the schedule and lesson plan along with initial training evaluation and qualification records must be maintained at the training facility, as well as the employing agency of the K-9 team.

K-9 patrol team and K-9 specialty team training must be conducted by a K-9 trainer or supervising K-9 trainer who satisfies the criteria set forth herein. K-9 trainers or supervising K-9 trainers would be responsible for the overall K-9 training program, in particular, those areas which involve or pertain to the police officer-police dog team training. However, specialists in fields such as veterinary medicine and canine care, law, and tracking or scent work, should be utilized, as appropriate, to conduct training in their respective field. Training by specialists is at the discretion of the K-9 trainer, supervising K-9 trainer, or agency executive.

K-9 training must be conducted at a training site as described herein and must take place under conditions that are similar to those that will exist in the field during actual assignment or when otherwise deployed or utilized.
K-9 Training Standards and Qualification Requirements

To be eligible for participation in K-9 officer training, the trainee must be a certified law enforcement officer, employed by a law enforcement agency. Approval to participate in training must be granted by the agency executive or designee.

K-9 Patrol Teams

Patrol dog teams must demonstrate to the satisfaction of a K-9 trainer or supervising K-9 trainer successful completion of all performance objectives included herein. Successful completion of the basic program must be accomplished prior to deployment of a patrol dog team for law enforcement purposes.

The areas of training to be covered in the basic program for police K-9 patrol teams are listed hereafter. Performance objectives have been developed for each of these areas of training and are outlined in Appendix B.

Basic training for K-9 patrol team officer handlers must cover:

- The Role and Use of the Police Patrol Dog
- Techniques and Field Procedures
- Policy, Procedures, and Legal Issues
- Report Writing
- Record Keeping
- The Care and Handling of the Police Patrol Dog

Basic training for police officer handler-police dog patrol teams must cover:

- Obedience
- Agility
- Scent Work
- Criminal Apprehension
- Handler Protection

K-9 Specialty Teams

Specialty dog teams must demonstrate to the satisfaction of a K-9 trainer or supervising K-9 trainer successful completion of all performance objectives included herein. Successful completion of the basic program must be accomplished prior to deployment of a specialty dog team for law enforcement purposes.

The basic training for K-9 specialty team officer handlers must cover:

- The Role and Use of the Police Specialty Dog
- Techniques and Field Procedures
K-9 Training Standards and Qualification Requirements

- Policy, Procedures, and Legal Issues
- Report Writing
- Record Keeping
- The Care and Handling of the Police Specialty Dog

K-9 specialty team training must cover:

- Obedience
- Agility
- Scent Work

Performance objectives developed specifically for K-9 specialty teams used in law enforcement are outlined in Appendix C. The evaluation inventory is based on the performance objectives developed for K-9 specialty teams.

IN-SERVICE TRAINING AND RE-EVALUATION

In-service training is necessary for K-9 patrol teams and K-9 specialty teams to maintain proficiency in basic skills and to ensure continued effective performance. After initially qualifying as a K-9 patrol team or K-9 specialty team, the police officer handler and police dog team must at a minimum be re-evaluated semi-annually. During this re-evaluation, K-9 patrol teams and K-9 specialty teams must demonstrate, to the satisfaction of a K-9 trainer or supervising K-9 trainer, their ability to perform basic skills. K-9 patrol team re-evaluation must cover obedience, agility, scent work, criminal apprehension and handler protection skills. K-9 specialty team re-evaluations must concentrate on obedience, agility, and scent work.

K-9 patrol teams and K-9 specialty teams must complete in-service field training exercises in order to maintain skills which must be performed during re-evaluations. In-service training must be conducted a minimum of 4 times annually in addition to the canine team's re-evaluations. While it would be beneficial to conduct such training monthly, the frequency of such training is at the discretion of the agency executive. As a component of in-service training, classroom instruction must be given at least annually by a certified K-9 trainer or Supervising K-9 trainer to provide police officer handlers with a review and update of policies, applicable statutes and case law, and court rules which are relevant to K-9 operations.

In-service training and re-evaluation records should include information concerning the content of the training or re-evaluation program, who participated in the training or re-evaluation, when and where the training or re-evaluation took place, and who instructed the training or conducted the K-9 team re-evaluation.
In-service training for K-9 patrol teams and K-9 specialty teams must be conducted by K-9 trainers or supervising K-9 trainers who satisfy the criteria established herein or other persons determined to be qualified to offer instruction in areas deemed appropriate by the K-9 trainer or the Supervising K-9 trainer. While K-9 trainers or supervising trainers are responsible for the overall in-service training, specialists should be utilized, as appropriate, to conduct specialty training in their areas of expertise. Training by specialists or other instructors shall be at the discretion of the K-9 trainer or supervising K-9 trainer, with the approval of the agency executive.

Semi-annual re-evaluations must be conducted at a training site or facility which satisfies the requirements described herein. When appropriate, K-9 team re-evaluations must take place under conditions which are similar to those which exist during actual assignments or when otherwise deployed or utilized. In-service field training exercises and classroom instruction may be conducted at a training site which satisfies the established criteria or some other location deemed appropriate by the supervising K-9 trainer or K-9 trainer.

The semi-annual re-evaluation standard represents the minimum requirements necessary to maintain basic skills and does not preclude departments or agencies from conducting additional re-evaluation exercises. Agencies are, in fact, encouraged to conduct in-service training as often as possible and to engage in re-evaluation exercises beyond the minimum required, including training and/or certification by police K-9 organizations or associations.

INSTRUCTOR RESPONSIBILITIES AND QUALIFICATIONS

Specific qualification requirements are established for both K-9 trainers and supervising K-9 trainers. K-9 trainers are responsible for conducting basic K-9 training and qualification as well as re-evaluating police officer handler-police dog teams. Supervising K-9 trainers, in addition to conducting actual K-9 training and qualifying exercises, are responsible for supervising K-9 handlers who assist with any K-9 training.

K-9 Trainers - Patrol

Patrol K-9 trainers must meet all of the following criteria:

- Satisfactory completion of K-9 training equivalent to that set forth herein.
- Five years experience as a police patrol dog handler.
- Must be either a full-time law enforcement officer assigned to trainer's duties by his/her employing law enforcement agency, or a former law enforcement officer.

8 7/2002
K-9 Training Standards and Qualification Requirements

enforcement officer who had previously been assigned canine trainer's duties by his/her employing law enforcement agency, and is retained by a law enforcement agency as a trainer.

- Satisfactory completion of a Methods of Instruction Course approved by the Police Training Commission or an equivalent course.

- Must have assisted a supervising K-9 trainer in the delivery of one or more basic K-9 training courses satisfying the requirements set forth herein or courses having substantially equivalent requirements, during which a minimum of ten K-9 teams were successfully trained and qualified. The prospective trainer must have been present for and assisted with the majority of training time.

K-9 Trainers - Specialty

Specialty K-9 trainers must meet all of the following criteria:

- Satisfactory completion of K-9 training equivalent to that set forth herein.

- Five years experience as a police specialty dog handler.

- Must be either a full-time law enforcement officer assigned to trainer's duties by his/her employing law enforcement agency, or a former law enforcement officer who had previously been assigned canine trainer's duties by his/her employing law enforcement agency, and is retained by a law enforcement agency as a trainer.

- Satisfactory completion of a Methods of Instruction Course approved by the Police Training Commission or an equivalent course.

- Must have assisted a supervising K-9 trainer in the delivery of one or more basic K-9 training courses satisfying the requirements set forth herein or courses having substantially equivalent requirements, during which a minimum of ten K-9 teams were successfully trained and qualified. The prospective trainer must have been present for and assisted with the majority of training time.

Supervising K-9 Trainers - Patrol

Supervising Patrol K-9 trainers must meet the following criteria:
K-9 Training Standards and Qualification Requirements

- Must satisfy the following requirements established for K-9 patrol team trainers:

  Satisfactory completion of K-9 patrol training equivalent to that set forth herein.

  Must be either a full-time law enforcement officer assigned to trainer duties by his/her employing law enforcement agency or a former law enforcement officer who had previously been assigned canine trainer duties by his/her employing law enforcement agency, and is retained by a law enforcement agency as a trainer.

  Satisfactory completion of a Methods of Instruction Course approved by the Police Training Commission or an equivalent course.

- Two years experience as a police patrol dog trainer.

- Must have experience in conducting a minimum of 2 basic K-9 patrol training courses satisfying the requirements set forth herein (with the exception of those areas of instruction appropriately conducted by qualified specialists) or a course having substantially equivalent requirements, thereby successfully training and qualifying a minimum of 20 K-9 teams.

- A supervising patrol K-9 trainer is responsible for all documentation and certification of prospective trainers. He/she must document the time the prospective trainer committed to the class training, the number of dogs trained, the areas of training, and what involvement the prospective trainer had with the class. Weekly evaluations recommending goals and objectives, as well as documentation of accomplishments are required. All records pertaining to the certification of K-9 patrol trainers must be maintained by the Supervising K-9 patrol trainer for a period of no less than 2 (two) years, and by the newly certified K-9 patrol trainer for the duration of his/her career.

Supervising K-9 Trainers - Specialty

Supervising Specialty K-9 trainers must meet the following criteria:

- Must satisfy the following requirements established for K-9 specialty team trainers:
K-9 Training Standards and Qualification Requirements

Satisfactory completion of K-9 specialty training equivalent to that set forth herein.

Must be either a full-time law enforcement officer assigned to trainer duties by his/her employing law enforcement agency or a former law enforcement officer who had previously been assigned canine trainer duties by his/her employing law enforcement agency, and is retained by a law enforcement agency as a trainer.

Satisfactory completion of a Methods of Instruction Course approved by the Police Training Commission or an equivalent course.

- Two years experience as a police specialty dog trainer.
- Must have experience in conducting a minimum of 2 basic K-9 specialty training courses satisfying the requirements set forth herein (with the exception of those areas of instruction appropriately conducted by qualified specialists) or a course having substantially equivalent requirements, thereby successfully training and qualifying a minimum of 20 K-9 teams.
- A supervising specialty K-9 trainer is responsible for all documentation and certification of prospective trainers. He/she must document the time the prospective trainer committed to the class training, the number of dogs trained, the areas of training, and what involvement the prospective trainer had with the class. Weekly evaluations recommending goals and objectives, as well as documentation of accomplishments are required. All records pertaining to the certification of K-9 specialty trainers must be maintained by the Supervising K-9 specialty trainer for a period of no less than 2 (two) years, and by the newly certified K-9 specialty trainer for the duration of his/her career.

To maintain those skills necessary to function properly, a K-9 team trainer or supervising K-9 trainer must conduct or assist in the delivery of one or more basic K-9 training courses which satisfy the requirements set forth herein, or other K-9 training which has substantially equivalent requirements, every three years, or periodically participate in the in-service training sessions and/or reevaluations on a regular basis.

While K-9 trainers or supervising K-9 trainers are responsible for the overall K-9 training program, in particular, those areas which involve police officer handler-police dog team training and relevant areas of classroom instruction, specialists should be utilized, as appropriate, to conduct specialty training in their areas of expertise. The K-9
trainer or supervising K-9 trainer has the discretion to identify those areas which are appropriately instructed by specialists or other instructors and the responsibility for determining whether the background or knowledge of the specialist or other instructor is sufficient. Specialty training would include, for example, veterinary medicine and canine care, law, and tracking or scent work. [A law enforcement officer who is an instructor in the National Bloodhound Association is qualified to re-evaluate police officer bloodhound teams in lieu of the preceding requirements.]

**TRAINING, QUALIFICATION AND RE-EVALUATION RECORDS**

The maintenance of proper training records is an important responsibility of both the training school or agency and the trainee's employing agency. Individual officers may also maintain copies of their training records. Complete records should reflect all K-9 training, qualification and re-evaluation activities, as well as the performance and proficiency of the police officer handler-police K-9 patrol team or K-9 specialty team during such activities. Copies of all training course schedules, curricula and lesson plans must be maintained along with the records of individual trainees. Training records must be maintained as a permanent employee record consistent with policy regarding personnel files. Training records should be reviewed periodically by the K-9 team supervising officer, agency training supervisor, or agency executive.

An individual written record, as prescribed herein, must be maintained on each police officer handler-police dog patrol team or specialty team participating in K-9 training, qualification and re-evaluation activities. In addition to this written record of training, when possible, qualification and re-evaluation sessions should be videotaped and maintained as a complete record of K-9 team performance.

**Basic Training and Qualification Records**

Basic training and qualification records must minimally include the following information:

- The name and rank or title of the police officer handler.
- The name and address of the police officer handler's employing law enforcement agency.
- The name and a description of the police dog.
- The name and employing agency of the K-9 trainer or supervising K-9 trainer.
The dates, type and location of training and qualification activities.

A description of all training objectives covered or qualification exercises conducted.

An evaluation based on the performance objectives set forth herein for the police officer handler-police dog team which indicates whether training was satisfactorily completed.

A summary of any problems observed and any corrective measures taken and the outcome of those measures.

A course schedule and detailed lesson plan.

**In-Service Training and Re-Evaluation Records**

In general, in-service records must minimally include the same information as that provided in basic training records. The in-service performance evaluation for police K-9 teams must cover those performance objectives or indicators which are relevant to in-service training.

**TRAINING SITE OR FACILITY REQUIREMENTS**

K-9 training sites or facilities must be under the direct supervision of a K-9 trainer or supervising K-9 trainer, and approved for training purposes by the law enforcement agency executive employing or retaining the K-9 trainer or supervising K-9 trainer. The training site or facility must provide the environment necessary to conduct all aspects of the training set forth herein, including appropriate simulation exercises. The area used must be adequate to accommodate an agility course as well as various types of searches. Suitable off-site buildings and other structures for use in conducting searches and scent work exercises must be available as well as areas appropriate for tracking exercises. Areas for tracking must include a diversity of terrains or geographical conditions. Secure areas should be used, as appropriate, to conduct training and simulation exercises.

**FAMILIARIZATION TRAINING FOR SUPERVISORS AND OTHER OFFICERS**

Familiarization training should be conducted for those superior officers who are responsible for supervising or overseeing K-9 teams and operations as well as for other officers and recruits within the agency. This training should minimally consist of familiarization with the capabilities of agency K-9 patrol teams and K-9 specialty teams,
K-9 Training Standards and Qualification Requirements

procedures to be followed in conjunction with the utilization of K-9 teams, and proper conduct around K-9 teams. The course should be conducted by a K-9 trainer, supervising K-9 trainer, or police officer handler.

Familiarization training is appropriate not only for recruits, veteran officers and supervising officers who are employed by an agency which operates a K-9 unit, but also for recruits, veteran officers and supervising officers whose employing agencies do not operate K-9 units, should the agency call for K-9 assistance from a neighboring community.

**POLICY AND PROCEDURES**

The law enforcement agency executive is responsible for establishing standard operating procedures to incorporate the provisions of this policy as well as the unique requirements of the agency. The existence of clearly written policy and procedures will provide standards for the appropriate use of K-9 teams and provide practical guidance for effective K-9 operations. General areas to be covered by such policy and procedures include:

- The circumstances or conditions under which K-9 teams may and may not be utilized.
- The deployment and use of K-9 teams and services within and outside the local jurisdiction under various circumstances.
- The role and responsibilities of the police officer handler, supervisory personnel and other officers in conjunction with K-9 teams and the use of K-9 teams.
- Reporting requirements and record keeping.
- The training, qualification and re-evaluation of K-9 teams, including trainee selection, instructor qualifications and training site selection.
- The care, handling and maintenance of police dogs.
APPENDIX A

The Performance Objective System of Training

An Overview

Performance objectives are explicit statements of the action or task the trainee is expected to achieve after instruction. Performance objectives are stated in terms of what the trainee is expected to do in order to demonstrate understanding and competency. The performance objective system of training relates specific training lessons to actual duties and tasks to be performed on the job. In general, performance objectives prescribe the curriculum, serve as a resource document, and provide a comprehensive view of the course.

Closely related performance objectives are grouped to form instructional units. Instructional units are then grouped into major subject categories called functional areas. A decimal numbering system is used to identify functional areas, instructional units, and performance objectives. Functional areas are identified by the first number; instructional units are identified by the second number; and performance objectives are identified by the third number (eg., 1.2.3).
K-9 Training Standards and Qualification Requirements

APPENDIX B

Basic Training for K-9 Patrol Teams in New Jersey Law Enforcement
(Performance Objectives)

Goal: The police officer handler and police dog will demonstrate proper operational skill in law enforcement related work and techniques.

Description: Police K-9 training encompasses police dog obedience, agility, scent work, criminal apprehension and handler protection, and socialization. Police handler training encompasses report writing, record keeping, issues dealing with policy and procedure, legal issues, field procedures and proper care and handling of the police dog.

1. POLICE OFFICER HANDLER TRAINING

1.1 THE ROLE AND USE OF THE POLICE PATROL DOG

Goal: The police officer handler will be knowledgeable about the use of the police patrol dog in law enforcement in the present and the past.

1.1.1 The police officer handler will demonstrate familiarity with the historical use of canines in law enforcement.

1.1.2 The police officer handler will demonstrate knowledge concerning the current uses of police patrol dogs and dogs in law enforcement in general.

1.2 TECHNIQUES AND FIELD PROCEDURES

Goal: The police officer handler will be familiar with the commands, skills and procedures used for K-9 training and operations.

1.2.1 The police officer handler will identify the basic obedience commands and skills and their proper use.

1.2.2 The police officer handler will demonstrate familiarity with the major phases of obedience training (heel work, distance control and walking control) and the significance of these phases of training.
1.2.3 The police officer handler will identify procedures and commands used in police dog socialization.

1.2.4 The police officer handler will identify the five types of scent work (article searches; searches involving boxes, tents or other similar objects; field/open area, wooded area, or marsh/swamp searches; building searches; and searches involving tracking).

1.2.5 The police officer handler will demonstrate familiarity with the procedures and commands to be used for various types of scent work and searches utilizing a police patrol dog.

1.2.6 The police officer handler will demonstrate familiarity with the procedures and commands used during agility exercises.

1.2.7 The police officer handler will demonstrate knowledge of the major phases of criminal apprehension training, including false start, recall, straight apprehension and pat down through both standing and moving crowd, both with and without simulated assault to the handler.

1.2.8 The police officer handler will demonstrate knowledge of the procedures and commands to be used before and during criminal apprehensions utilizing a police dog.

1.2.9 The police officer handler will demonstrate knowledge of the major phases of handler protection training.

1.2.10 The police officer handler will demonstrate knowledge of the procedures and commands used during handler protection with a police patrol dog.

1.2.11 The police officer handler will identify acceptable indication signs or signals given by the police patrol dog.

1.3 POLICY, PROCEDURES AND LEGAL ISSUES

Goal: The police officer handler will be familiar with legal issues and concerns involving the use of a police dog, in particular, the use of a police patrol dog as a force option as well as issues dealing with policy and procedure and the need for clear policy regarding the use of a police patrol dog.
1.3.1 The police officer handler will list sanctions a law enforcement officer may face as a result of the improper use of a police dog, including departmental liability, criminal liability, and civil liability.

1.3.2 The police officer handler will demonstrate knowledge of when it is proper to use a police dog, including identifying the conditions that must be met before using a police dog to conduct searches and criminal apprehensions.

1.3.3 The police officer handler will demonstrate knowledge of the proper use of the police patrol dog as a force option.

1.3.4 The police officer handler will identify the significance and purpose of K-9 policy and procedure.

1.3.5 The police officer handler will identify the general types of information to be included in a departmental K-9 policy, including:
   - the circumstances or conditions under which K-9 teams may and may not be utilized;
   - the deployment and use of K-9 teams and services;
   - the role and responsibilities of the police officer handler, supervisory personnel and other officers;
   - reporting requirements and record keeping;
   - the training, qualification and re-evaluation of K-9 teams; and
   - the care, handling and maintenance of police dogs.

1.3.6 The police officer handler will demonstrate familiarity with agency policy and procedures pertaining to the use of police dogs.

1.4 REPORT WRITING

Goal: The police officer handler trainee will have the knowledge to properly complete a police report for any given situation requiring the use of a police dog.

1.4.1 The police officer handler will list the qualities of a good police report for situations which required the use of a police dog.
1.4.2 The police officer handler will list the types of information to be included in an incident report, offense report or use of force report dealing with the use of a police dog.

1.4.3 The police officer handler will be familiar with individual agency requirements for reports and records pertaining to operations or activities involving police dogs.

1.5 RECORD KEEPING

Goal: The police officer handler will be familiar with all record keeping requirements and informational needs concerning K-9 operations.

1.5.1 The police officer handler will identify the types of records that must be kept regarding the use of police dogs, including training records, incident reports and health reports.

1.5.2 The police officer handler will identify the information items to be included in records or reports which pertain to K-9 operations or activities.

1.6 THE CARE AND HANDLING OF THE POLICE DOG

Goal: The police officer handler will have the knowledge necessary to properly care and handle the police patrol dog under routine conditions and emergency care situations.

1.6.1 The police officer handler will demonstrate knowledge of the methods and procedures for selecting, evaluating and preparing police patrol dogs for training.

1.6.2 The police officer handler will demonstrate familiarity with K-9 equipment and the proper use of that equipment.

1.6.3 The police officer handler will list the requirements of proper routine care of a police dog, to include daily health check inspections, routine health care and veterinarian visits, feeding, grooming, and housing.

1.6.4 The police officer handler will identify the proper techniques, procedures and equipment to be used in emergency care situations, including heat stroke, bloating, trauma, poisoning.
K-9 Training Standards and Qualification Requirements

2. POLICE OFFICER HANDLER - POLICE PATROL DOG TEAM TRAINING

2.1 OBEDIENCE

Goal: The police patrol dog, on command from the police officer handler, will demonstrate the ability to obey basic and advanced obedience commands.

2.1.1 The police patrol dog, on command from the police officer handler (using verbal commands or hand signals) will demonstrate the ability to respond to basic commands: "sit", "down", "stand", "stay", "heel" and "come".

2.1.2 The police patrol dog, on command from the police officer handler, will demonstrate the ability to walk in a heel position, both on lead and off lead, at a slow, fast and normal pace while completing left, right and about turns (heel work).

2.1.3 The police patrol dog, on command from the police officer handler, will demonstrate the ability to respond to distance control commands, including the following voice commands and hand signals: sit, down, stand, stay and come.

2.1.4 The police patrol dog, on command from the police officer handler, will demonstrate the ability to respond to a heel or come command, either a voice command or hand signal, stopping the dog with a sit, down or stand command.

2.1.5 The police patrol dog, on command from the police officer handler, will demonstrate the ability to take and hold a position until the handler returns and orders the dog to heel.

2.1.6 The police patrol dog, on command from the police officer handler, will demonstrate the ability to maintain a position as the handler moves away, returns to and passes by the dog (walking control).

2.1.7 The police Patrol dog will demonstrate the ability, on and off lead, to move through groups of people in a non-aggressive manner, displaying a tolerance for people (socialization).

2.1.8 The police patrol dog will demonstrate the ability, on and off lead, to remain in a stay position (stand, sit, or down) while people pass by (socialization).
K-9 Training Standards and Qualification Requirements

2.1.9 The police patrol dog will demonstrate the ability to properly respond to obedience commands, from the police officer handler, while under gunfire.

2.2 AGILITY

Goal: The police patrol dog will demonstrate agility.

2.2.1 The police patrol dog, on command from the police officer handler, will demonstrate the ability to surmount or overcome a variety of different obstacles which are likely to be confronted in the performance of duty.

2.3 SCENT WORK

Goal: The police patrol dog and police officer handler team will demonstrate the ability to conduct proper searches to locate a "suspect," "subject," or "evidence" within buildings, interior structures and extended, exterior areas of various terrains.

2.3.1 The police patrol dog, on command from the police officer handler, will demonstrate, both on lead and off lead at the discretion of the handler, the ability to properly search, find, and indicate or retrieve a variety of articles with a human scent (such as clothing, a gun, a wallet, or a screwdriver) within a specified area, including buildings and interior structures and extended, exterior areas of various terrains.

2.3.2 The police patrol dog, on command from the police officer handler, will demonstrate the ability, both on lead and off lead at the discretion of the handler, to properly search, find and indicate a "suspect" or "subject" within a specified area. Such searches shall include, but are not necessarily limited to:

a. Building or dwelling search.

b. Box search, tent search or a search involving other similar objects.

c. Field, marsh or wooded area search.

2.3.3 The police officer handler will demonstrate the ability to recognize the alert signs given by the police patrol dog.

2.3.4 The police patrol dog, on command from the police officer handler, will demonstrate the ability to track (follow) a human scent.
2.3.5 The police officer handler will demonstrate the ability to control the police patrol dog during searches.

2.4 CRIMINAL APPREHENSION

Goal: The police patrol dog will demonstrate the ability to apprehend a "suspect" and return to the handler on command.

2.4.1 The police patrol dog, on command from the police officer handler, will demonstrate the ability to physically apprehend (bite and hold) the "suspect" until the "suspect" is taken into custody (and a release command is issued) under the following circumstances:

a. No crowd.
b. Through a standing crowd.
c. Through a moving crowd.

2.4.2 The police patrol dog, on command from the police officer handler or after a gunshot is fired, will demonstrate the ability to physically apprehend the "suspect" until the "suspect" is taken into custody (and a release command is issued).

2.4.3 The police patrol dog, after physically apprehending the "suspect," will demonstrate the ability to release the "suspect" on command from the police officer handler.

2.4.4 The police patrol dog will demonstrate the ability to terminate pursuit prior to physical apprehension when verbally recalled by the officer handler from a reasonable distance (minimum of 10 yards) under the following circumstances:

a. No crowd.
b. Through a standing crowd.
c. Through a moving crowd.

2.4.5 The police patrol dog will demonstrate tolerance to gunfire while performing criminal apprehension exercises.

2.4.6 The police patrol dog, on command from the police officer handler, will demonstrate the ability to remain in a finish position when a "suspect" begins to flee (false start).
2.5 HANDLER PROTECTION

Goal: The police patrol dog will demonstrate the ability to protect the handler when necessary.

2.5.1 The police patrol dog, on command from the police officer handler, will demonstrate the ability to remain in a guard position while the police officer handler searches or questions a "suspect."

2.5.2 When the safety of the police officer handler is threatened, the police patrol dog (without command) will demonstrate the ability to physically apprehend a "suspect" until the "suspect" is taken into custody (and a release command is issued).

2.5.3 When the "suspect" attempts to escape, the police patrol dog (without command) will demonstrate the ability to physically apprehend the "suspect" until the "suspect" is taken into custody (and a release command is issued).

2.5.4 The police Patrol dog will demonstrate the ability to terminate pursuit of a "suspect" attempting to escape prior to physically apprehending the "suspect" when verbally recalled by the officer handler.
Goal: The police officer handler and police specialty dog will demonstrate proper operational skill in law enforcement related work and techniques in the specialty field assigned.

Description: Police K-9 specialty dog training encompasses police dog obedience, agility, socialization and scent work in a particular specialty field. Specialty fields include narcotics detection, explosive detection, arson accelerant investigation, tracking and cadaver detection. Police handler training encompasses report writing, record keeping, issues dealing with policy and procedure, legal issues, field procedures, and proper care and handling of the police specialty dog.

1. POLICE OFFICER HANDLER TRAINING

1.1 THE ROLE AND USE OF THE SPECIALTY POLICE DOG

Goal: The police officer handler will be knowledgeable about the use of the specialty police dog in law enforcement, in particular, that area in which the dog will be utilized (narcotics detection, arson accelerant detection, explosive detection, tracking, or cadaver detection).

1.1.1 The police officer handler will demonstrate familiarity with the historical use of canines, in particular, in that area of law enforcement in which the specialty team will be utilized.

   a. Narcotics detection.
   b. Arson accelerant detection.
   c. Explosive detection.
   d. Tracking.
   e. Cadaver detection.

1.1.2 The police officer handler will demonstrate familiarity with the current use of canines, in particular, in that area of law enforcement in which a police specialty dog team will be utilized.

   a. Narcotics detection.
b. Arson accelerant detection.
c. Explosive detection.
d. Tracking.
e. Cadaver detection.
f. Human tracking.

1.2 TECHNIQUES AND FIELD PROCEDURES

Goal: The police officer handler will demonstrate knowledge of the commands, skills and procedures necessary to effectively utilize a police specialty dog in law enforcement.

1.2.1 The police officer handler will identify the basic obedience commands and skills used with specialty detection tracking dogs and the proper use of these commands.

1.2.2 The police officer handler will identify procedures and commands used in police specialty dog socialization.

1.2.3 The police officer handler will identify relevant phases of specialized scent work, detection work, and tracking.

1.2.4 The police officer handler will demonstrate familiarity with the procedures and commands to be used for scent work, tracking or searches utilizing a police specialty dog.

1.2.5 The police officer handler will identify acceptable indication signs or signals given by the police specialty dog.

1.2.6 The police officer handler will demonstrate familiarity with the procedures and commands used during agility exercises for police specialty dogs.

1.3 POLICY, PROCEDURES, AND LEGAL ISSUES

Goal: The police officer handler will be familiar with legal issues and concerns involving the use of a police specialty dog in law enforcement, issues dealing with policy and procedure, and the need for clear policy regarding the use of a police specialty dog.

1.3.1 The police officer handler will list sanctions a law enforcement officer may face as a result of improper use of a police specialty dog, including departmental liability, criminal liability, and civil liability.

25 7/2002
1.3.2 The police officer handler will demonstrate knowledge of when it is proper to use a police specialty dog and identify the conditions that must be met before using a police specialty dog for scent work, detection work or tracking.

1.3.3 The police officer handler will identify the types of issues to be addressed by a departmental K-9 policy dealing with police specialty dogs, including when and how to utilize a police specialty dog, the role and responsibilities of the police officer handler, supervisory personnel and other officers, required report and record keeping procedures, and required training and qualification procedures and standards.

1.3.4 The police officer handler will demonstrate familiarity with agency policy and procedures pertaining to the use of police specialty dogs.

1.4 REPORT WRITING

Goal: The police officer handler trainee will have the knowledge to properly complete a police report for any given situation requiring the use of a police specialty dog.

1.4.1 The police officer handler will list the qualities of a good police report for situations which required the use of a police specialty dog.

1.4.2 The police officer handler will list the types of information to be included in an incident report dealing with the use of a police specialty dog.

1.4.3 The police officer handler will be familiar with individual agency requirements for reports and records pertaining to operations and activities involving police specialty dogs.

1.5 RECORD KEEPING

Goal: The police officer handler will be familiar with all record keeping requirements and informational needs concerning police specialty dog operations and activities.

1.5.1 The police officer handler will identify the types of records that must be kept regarding the use of police specialty dogs, including training records, incident reports and health reports.
1.5.2 The police officer handler will identify the information items to be included in records which pertain to operations and activities involving police specialty dogs.

1.6 THE CARE AND HANDLING OF THE POLICE SPECIALTY DOG

GOAL: The police officer handler will have the knowledge necessary to properly care and handle the police specialty dog under routine conditions and emergency care situations.

1.6.1 The police officer handler will demonstrate knowledge of the methods and procedures for selecting, evaluating and preparing police specialty dogs for training.

1.6.2 The police officer handler will demonstrate familiarity with K-9 equipment used with police specialty dogs and the proper use of that equipment.

1.6.3 The police officer handler will list the requirements of proper routine care of a police specialty dog, to include daily health check inspections, routine health care and veterinarian visits, feeding, grooming, and housing.

1.6.4 The police officer handler will identify the proper techniques, procedures and equipment to be used in police specialty dog emergency care situations, to include heat stroke, bloating, trauma, poisoning.

2. POLICE OFFICER HANDLER - POLICE SPECIALTY DOG TEAM TRAINING

2.1 OBEDIENCE

Goal: The police specialty dog, on command from the police officer handler, will demonstrate the ability to obey basic obedience commands.

2.1.1 The police specialty dog, on command from the police officer handler, will demonstrate the ability to respond appropriately to basic commands: "come", "sit".

2.1.2 The police specialty dog will demonstrate the ability, on and off lead, to move through groups of people in a non-aggressive manner, displaying a tolerance for people (socialization).
2.2 AGILITY

Goal: The police specialty dog will demonstrate agility.

2.2.1 The police specialty dog, on command from the police officer handler, will demonstrate the ability to surmount or overcome different obstacles which are likely to be confronted in the performance of duty.

2.3 SCENT WORK

Goal: The police officer handler and police specialty dog team will demonstrate the ability to conduct proper searches to locate substances within the area of the dog's specialty, including narcotics detection, arson accelerant detection, or explosive detection, tracking or cadaver detection.

2.3.1 The police specialty dog, on command from the police officer handler, will demonstrate, both on and off lead, the ability to properly search, find, and indicate substances associated with a particular specialty as follows:

a. Narcotics detection dogs will demonstrate the ability to search, find, and indicate marijuana, cocaine, heroin, crack cocaine, hashish, methamphetamine or other controlled dangerous substances deemed appropriate.

b. Arson accelerant detection dogs will demonstrate the ability to search, find, and indicate petroleum based products, alcohol based products, naturals (turpentine), and acetone.

c. Explosive detection dogs will demonstrate the ability to search, find, and indicate, in a non-aggressive manner, nitrates contained in explosives.

d. Tracking dogs will demonstrate the ability to track and find or indicate a human scent.

e. Cadaver dogs will demonstrate the ability to search, find and indicate the remains of a human body.

f. Human tracking bloodhounds will demonstrate the ability to track and find or indicate a specific human scent.
2.3.2 The police officer handler will demonstrate the ability to recognize the alert signs given by the police specialty dog.

2.3.3 The police officer handler will demonstrate the ability to properly control the police specialty dog during searches.
RESOLUTION AUTHORIZING AN AWARD OF A CONTRACT TO GOLD TYPE BUSINESS MACHINES FOR THE PURCHASE AND INSTALLATION OF THE ZETRON ALERTING SYSTEM UNDER STATE CONTRACT FOR THE DEPARTMENT OF PUBLIC SAFETY, DIVISION OF FIRE

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, the Zetron Alerting System allows dispatchers at a central site to activate the fire station lights, generate alert tones, deliver dispatcher voice announcements, and actuate ancillary equipment functions. The system uses and manages through an internet protocol network, unit status in a manner that is highly reliable and compliant with NFPA guidelines. It delivers data commands such as alerting, polling and control messages to the IP Station Units, enabling rapid dispatch of fire station personnel and apparatus; and

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

WHEREAS, Gold Type Business Machines, 351 Paterson Avenue, East Rutherford, New Jersey 07073, is in possession of State Contract A83904 and State Contract A83924, submitted a proposal in the amount of Two Hundred Twenty Three Thousand, Six Hundred Twenty Three Dollars ($223,623.00) for the purchase and installation of the Zetron Alerting System; and

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

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<th>Account</th>
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<th>Total Contract</th>
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WHEREAS, the City Purchasing Agent has certified that he considers said proposal to be fair and reasonable;

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

1. A contract in the amount of $223,623.00 is awarded to Gold Type Business Machines for the purchase and installation of the Zetron Alerting System.

2. The term of the contract will be completed upon the delivery of the goods or services.

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

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

(Continued to page 2)
RESOLUTION AUTHORIZING AN AWARD OF A CONTRACT TO GOLD TYPE BUSINESS MACHINES FOR THE PURCHASE AND INSTALLATION OF THE ZETRON ALERTING SYSTEM UNDER STATE CONTRACT FOR THE DEPARTMENT OF PUBLIC SAFETY, DIVISION OF FIRE

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

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

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Approved by Peter Folgado, Director of Purchasing
RPPO, QPA

January 30, 2017
Date

APPROVED:
Business Administrator

APPROVED AS TO LEGAL FORM
Corporation Counsel

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 2.22.17

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<td>BOGGIANO</td>
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</tr>
</tbody>
</table>

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

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

Robert A. Lavarno, Jr., President of Council
Robert Byrne, City Clerk
RESOLUTION FACT SHEET – CONTRACT AWARD

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

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING AN AWARD OF A CONTRACT TO GOLD TYPE BUSINESS MACHINES FOR THE PURCHASE AND INSTALLATION OF THE ZETRON ALERTING SYSTEM UNDER STATE CONTRACT FOR THE DEPARTMENT OF PUBLIC SAFETY, DIVISION OF FIRE

Initiator

<table>
<thead>
<tr>
<th>Department/Division</th>
<th>Name/Title</th>
<th>Phone/email</th>
</tr>
</thead>
<tbody>
<tr>
<td>Public Safety</td>
<td>Robert A. Baker, Sr.</td>
<td>201-547-5449</td>
</tr>
<tr>
<td>Communications and Tech</td>
<td>Director</td>
<td><a href="mailto:rbaker@ajjcps.org">rbaker@ajjcps.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

Complete replacement and upgrade of the existing ZETRON Alerting System utilized by the Fire Department for assignments and calls for service.

I certify that all the facts presented herein are accurate.

Signature of Department Director

Date

Signature of Purchasing Director

Date
T-0109
Radio Communication Equipment and Services
SOLICITATION # 13-x-22183

Award Summary
Directions for Use of Contract / Method of Operation

May 1, 2013

I. COMPLIANCE/APPROVAL REQUIREMENTS

All compliance and approval instructions may be found in the State’s Request for Proposal (“RFP”) under Solicitation # 13-x-22183 (T-0109) Section 3.0 SCOPE OF WORK; Section 4.0 BID PROPOSAL PREPARATION AND SUBMISSION; and Section 7.0 CONTRACT AWARD.

The State Contract Manager shall answer any questions or concerns about all aspects of the contract.

II. METHOD OF OPERATION

A.) NJ State Cooperative Purchasing Partners (“Using Agency”) are permitted to obtain quotes from the awarded Contractors and must verify all equipment and price quotes provided by a contract vendor with the State Contract Manager.

B.) Contractors must provide each contract end users / Using Agency with:

1. A written proposal and price quote in an electronically searchable format and include the following information:

- The State Contract Number with corresponding State Contract Commodity Number and Priceline(s) for each item quoted.
- The unique manufacturer identification code assigned to each item (Part Number)  
- A clear and concise item description
- The quantity of items quoted
- The manufacturer’s list price
- The State’s percent discount rate
- The State’s discount list price

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Other discounts as appropriate (Large Purchase Order Discount section 3.19.1, Annual Equipment Sales Spend Discount, etc.) must be included.

2. Contractor Information - Contractor’s name, contact person, contact phone number, contract number, date of quote, quote number

3. If requested, an electronic scan or photocopy of the page from the Contractor’s original bid proposal detailing the item or service must be provided to the contract end user / Using Agency.

4. If, in the event that an additional or substitute/replacement item is requested by a Contractor for inclusion in its contract, and before providing a quote or offering the subject item for sale under its contract, the Contractor must:
   - Submit a Contractor’s letterhead to the Purchase Bureau and the State Contract Manager requesting the addition/substitution along with any attachments specifying the item or items to be added.
   - Secure a Letter of Authorization from the Purchase Bureau confirming the Contract Manager’s review and approval of the Contractor’s request.
   - Verify and validate its approval of the addition/substitution item to the contract end user / Using Agency by providing a copy of the executed Letter of Authorization from the Purchase Bureau along with the Contractor’s letter requesting the addition/substitution and any attachments clearly specifying the item or items to be added.
   - The Contractor must also provide the contract end user / Using Agency with a price quote matching the approved addition/substitution item before offering that item for sale.

III. PRICE

- The State Contract Manager shall retain all contractor price lists and validate in writing, via e-mail all price quotes provided by the contractor to a Using Agency.
- All contractor prices and price lists shall be net, firm and not subject to increase during the period of the contract and include all transportation charges, FOB Destination, to all NJ Using Agencies. Escalation clauses shall not be accepted.
- All price list discounts shall be firm for the period of the contract.
- In the event of manufacturer’s price decrease during the contract period, the State shall receive the full benefit of such price reduction on any undelivered purchase order and on any subsequent order placed during the contract period.
- The Director of the Division of Purchase and Property must be notified in writing of any reduction within five (5) days of the effective date.
IV. RADIO COMMUNICATION EQUIPMENT AND SERVICES CATEGORIES

The following table identifies equipment and service category awards under this contract.

<table>
<thead>
<tr>
<th>1-Radio Base Station Control Equipment and accessories.</th>
<th>13- Spare Parts</th>
</tr>
</thead>
<tbody>
<tr>
<td>2-Portable Radio Equipment and Accessories</td>
<td>14- Batteries and Chargers</td>
</tr>
<tr>
<td>3- Mobile Radio Equipment and Accessories</td>
<td>15- Consoles, Equipment Racks &amp; Operator Furniture</td>
</tr>
<tr>
<td>4- Aircraft AM &amp; FM Band Radio &amp; Accessories</td>
<td>16- Uninterruptable Power Supplies (UPS)</td>
</tr>
<tr>
<td>5- Marine AM &amp; FM Band Radio &amp; Accessories</td>
<td>17- Call Answering Equipment</td>
</tr>
<tr>
<td>6- Amateur Radio Communications Equipment &amp; Accessories</td>
<td>18- Instant Playback Recorder</td>
</tr>
<tr>
<td>7- Gateway Devices: Interoperability between dissimilar communications systems</td>
<td>19- Logging Recorder</td>
</tr>
<tr>
<td>8- Antennas: Mobile, Portable and Base Station</td>
<td>20- Computer Aided Dispatch System</td>
</tr>
<tr>
<td>9- Microwave Equipment, Radio and Antenna &amp; Accessories</td>
<td>21- Computer Aided Dispatch Software</td>
</tr>
<tr>
<td>10- Antenna Systems and Bi-Directional Amplifier Equipment</td>
<td>22- Training Simulators and Software</td>
</tr>
<tr>
<td>11- Short Range Point to Point Communications Equipment</td>
<td>23- Wireless 9-1-1 Location Accuracy Testing Services</td>
</tr>
<tr>
<td>12- Test Equipment</td>
<td>24- Wireless 9-1-1 Location Validation</td>
</tr>
</tbody>
</table>

V. RADIO COMMUNICATION EQUIPMENT AND SERVICES CONTRACTOR AWARDS

The following table lists each contract number, authorized resellers, equipment and service category awards by contractor under NJ State Term Contract #T-0109 (RFP 13-x-22183).

All contract awards are Brand Specific unless otherwise noted in the following table, i.e., each contractor and its authorized reseller may provide a quote for equipment and services identified under its own brand name.

All Authorized Resellers must provide a copy of its authorization letter from the contract vendor and/or equipment manufacturer with each quote proposed to a Using Agency.

Authorized Resellers are not permitted to provide equipment or services quote to any Using Agency without a Manufacturer's Authorization Letter and State Contract Manager approval.
## Radio Communications and Equipment 13-x-22183 (T0109)
### Contractor & Reseller List, Contract # and Category Award

<table>
<thead>
<tr>
<th>Contractor (w/ Authorized Resellers)</th>
<th>Contract #</th>
<th>Category Award (Contract Priceline)</th>
</tr>
</thead>
<tbody>
<tr>
<td>AAT Communication Corp</td>
<td>83890</td>
<td>3,19</td>
</tr>
<tr>
<td>Aeroflex Wichita</td>
<td>83913</td>
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<tr>
<td>Allcomm Technologies Inc</td>
<td>83902</td>
<td>1,2,3,4,13</td>
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<td></td>
<td>No Award</td>
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<tr>
<td>Amcom Software Inc</td>
<td>83912</td>
<td>17,18</td>
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<tr>
<td>Atlantic Communications Inc</td>
<td>83917</td>
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<tr>
<td></td>
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<td>2,3,4</td>
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<tr>
<td>Aviat US Inc</td>
<td>83920</td>
<td>9</td>
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<tr>
<td>Battery Zone Inc</td>
<td>83910</td>
<td>14</td>
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<tr>
<td>Cassidian Communication (Plant</td>
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<td>17,18,19,20,21</td>
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<tr>
<td>Equipment Inc.)</td>
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<tr>
<td>Communication – Applied Technology</td>
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<td>D.M. Radio Services Corp</td>
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<td>Daniels Electronics Ltd.</td>
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<td>E.F. Johnson Company</td>
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<tr>
<td>Emerging Power Inc</td>
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<td>14</td>
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<tr>
<td>Ergoflex Systems Inc d/b/a. Xybix</td>
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<tr>
<td>Systems Inc</td>
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<td></td>
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<td>Company Name</td>
<td>Code</td>
<td>Numbers</td>
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<tr>
<td>Essential Management Solutions</td>
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<td>Eventide Inc</td>
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<td>Goosetown Enterprises Inc</td>
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<td>Harris Corporation RF, Communication Division</td>
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<td>Icom America Inc</td>
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<td>Intrado Systems Corp</td>
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<td>Kenwood USA Inc</td>
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<td>KML Technology Inc</td>
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<td>Nice Systems</td>
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<td>Office Business Systems Holding Inc</td>
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<td>Pinnacle Wireless a, Division of Nexlink Global Services Inc</td>
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<td>Mindshare Consoles</td>
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<td>Tait</td>
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<tr>
<td>Concept Seating</td>
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<td>Evans Consoles</td>
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<td>Procomm Systems Inc</td>
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<td>VFP</td>
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<td>Keyscan</td>
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<td>Queues Enforth Development</td>
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<tr>
<td>R.F. Design &amp; Integration Inc</td>
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<td>Hytera</td>
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<td>Impact</td>
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<td>Omnitrronics</td>
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<td>Otto</td>
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<td>SiteMinder</td>
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<td>Spectracom</td>
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<td>Bird TX-RX</td>
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<td>Bosch Telex</td>
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<tr>
<td>Harris Intraplex</td>
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<td>Daniels</td>
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<td>Rinnicom</td>
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<td>Royal Communications Inc</td>
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<tr>
<td>Thales Communication</td>
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</tr>
</tbody>
</table>
VI. RADIO COMMUNICATION EQUIPMENT, SERVICES AND DISCOUNT SCHEDULES AND CONTRACTOR AWARDS

NOTE: ALL SCHEDULE PRICELINES ARE AVAILABLE TO EACH CONTRACT VENDOR AS APPLICABLE TO THE CONTRACTOR SPECIFIC CATEGORY AWARDED UNDER STATE CONTRACT 0109. CONTRACTORS ARE REQUIRED TO EXTEND EACH SCHEDULE UTILIZED TO ALL STATE COOPERATIVE PURCHASING PARTNERS.

☐ SPECIAL/PROMOTIONAL PRICING

If a Contractor receives an award for a specific product and wishes to offer an additional discount above and beyond its original bid, a request shall be submitted in writing to the Division, as follows:

1. The Request shall be submitted, in writing, or via email to the buyer assigned at the Purchase Bureau, 33 West State Street, P O Box 230, Trenton, NJ 08625-0230. An original and two exact copies shall be submitted.

2. The Division will approve all product updates in writing, which may include email notification, before any updates are offered to any agency. Contractors shall not offer "special pricing" to any State Agency or Cooperative Partner before it has been submitted to and approved by the Division. No requests will be considered within 60 days of contract expiration.

Note: Any product offered at an additional discount over the original discount bid or any special pricing shall be held firm for a minimum of 30-days and be offered to all State of New Jersey Agencies and members of Cooperative Purchasing.

☐ ADDITIONAL DISCOUNTS

1.) LARGE PURCHASE ORDER DISCOUNT

The State is seeking a discount for large purchases, as listed in the column labeled Purchase Order Value, in the Table 1 below.

<table>
<thead>
<tr>
<th>Vendor Name</th>
<th>Schedule Number</th>
<th>Discount Range</th>
</tr>
</thead>
<tbody>
<tr>
<td>Value Added Voices Solutions Inc</td>
<td>83908</td>
<td>18,19</td>
</tr>
<tr>
<td>Vertex Standard USA Inc</td>
<td>83926</td>
<td>1,2,3</td>
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<tr>
<td>WPCS International</td>
<td>83904</td>
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<tr>
<td>Sti-Co</td>
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<td>12</td>
</tr>
<tr>
<td>Bird</td>
<td></td>
<td>15</td>
</tr>
<tr>
<td>Wrightline</td>
<td></td>
<td>2,3</td>
</tr>
<tr>
<td>Otto</td>
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<td>7</td>
</tr>
<tr>
<td>Omnitronics</td>
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<td>No Award</td>
</tr>
<tr>
<td>Eaton</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Zetron Inc</td>
<td>83924</td>
<td>7,15,17</td>
</tr>
</tbody>
</table>
A large purchase order discount is in addition to the standard discounted pricing applied to a Contractor's contract. Contractor's invoice shall reflect the appropriate discount.

Table 1

<table>
<thead>
<tr>
<th>Purchase Order Value</th>
<th>Discount %</th>
</tr>
</thead>
<tbody>
<tr>
<td>Less than or equal to $300,000</td>
<td>Standard Discount (X.X)%</td>
</tr>
<tr>
<td>Greater than $300,000 and less than or equal to $750,000</td>
<td>%</td>
</tr>
<tr>
<td>Greater than $750,000 and less than or equal to $2.0 Mil</td>
<td>%</td>
</tr>
<tr>
<td>Greater than $2.0 Mil and less than or equal to $5.0 Mil</td>
<td>%</td>
</tr>
<tr>
<td>Greater than $5.0 Mil and less than or equal to $10.0 Mil</td>
<td>%</td>
</tr>
<tr>
<td>Greater than $10.0 Mil</td>
<td>%</td>
</tr>
</tbody>
</table>

*Discounts shall be expressed as a percentage (%) and fractional percentages shall be express to no more than tenths (x.x%) of a percent.

See Schedule R to provide large purchase order discounts.

2.) ANNUAL EQUIPMENT SALES VOLUME / SPEND DISCOUNT

A.) Under a contract resulting from this RFP, the State is seeking a business level discount improvement based on all equipment sales sold by Contractor under its State contract during the previous year. The Contractor shall provide in its equipment sales / spend report to the State, a Tier-level volume discount for all of its awarded products.

   a. Tier-Level Volume Discounts offered by the Contractor must clearly indicate the Sales Volume required to achieve each new discount level.

B.) All awarded Contractors are required to report their sales quarterly (see Section 5.24 Contract Activity Report.)

C.) Contractor(s) shall provide, on a calendar quarter basis, to the Purchase Bureau buyer assigned, a record of all purchases made under their contract award resulting from this Request for Proposal.

   a. The quarterly report shall list: Customer Name, Quote Number, Brief Description of Product/Service, Catalog/Part Number/Model, Discount %, Sale Price and total applicable sales and year to date total.

D.) Quarterly Tracking reports shall be forwarded to the State Contract Manager and Buyer by the Contractor within 10 business days of the end of each Quarter based on applicable sales revenue booked.

E.) All sales shall be aggregated quarterly by the Contractor to establish the statewide spend amount.
a. Sales revenue reporting for the Annual Equipment Sales Spend Discount percent begins the first day of the contract and shall be reset to $0 each subsequent January 1st with exception to the first partial calendar year.

b. During the first partial calendar year beginning on the contract effective date the Annual Equipment Sales Spend Discount percent for calendar year 2 shall be calculated by prorating the year to date (YTD) spend amount from the contract effective date through the end of the calendar year.

<table>
<thead>
<tr>
<th>Reporting Example: If the contract effective date is July 1 and the YTD equipment spend through 182 Days was $500,000 the calculation is $500,000 divided by 182 (days) times 365 = prorated spend of $1,002,747.</th>
</tr>
</thead>
</table>

F.) A confirming letter shall be sent to the Contractor by the Purchase Bureau Buyer approving the Annual Equipment Sales Spend Discount percent and effective date.

G.) Beginning the annual effective date provided in the confirmation letter all invoices shall be based on Contractor quotations and shall reflect the new Annual Equipment Sales Spend Discount.

See Schedule S to provide Annual Equipment Sales Spend Discount percent.

3.) TRADE IN PROGRAM

Contractor shall provide a description of its Trade In program detailing its proposed method of operation, equipment eligible under its program and credit schedule.

See Schedule U to provide program description and pricing.

VII. CONTRACTOR REQUESTED CHANGES AND BI-ANNUAL CONTRACT UPDATES:

A.) RADIO COMMUNICATION EQUIPMENT; PRODUCT, SERVICE AND AUTHORIZED RESELLER / DISTRIBUTOR / SUBCONTRACTOR ADDITIONS, DELETIONS OR MODIFICATIONS INCLUDING ALL BUSINESS RELATED UPDATES.

- Contractor requested changes must be submitted in writing on company letterhead, signed by an authorized representative of the firm, and addressed to both the Procurement Specialist assigned to the Purchase Bureau Division of Purchase and Property, Treasury, and the State Contract Manager.

- The contractor’s request must detail each product, service and/or business related update requested along with any attachments specifying the item(s) to be updated or added.

- The written request may be sent via electronic scan / email and include a machine searchable pricelist for all products added. Request will be reviewed by the Division of Purchase and Property, the State Contract Manager and OIT.
B.) IMPORTANT NOTE: ALL CONTRACTOR REQUESTED ADDITIONS, DELETIONS AND BUSINESS RELATED UPDATES TO T-01 09 WILL BE MADE ON A BI-ANNUAL SCHEDULE.

C.) CONTRACTORS MUST SUBMIT ALL REQUESTED CHANGES NO LESS THAN THIRTY (30) DAYS IN ADVANCE OF A SCHEDULED CONTRACT UPDATE.

D.) STATE CONTRACT UPDATES (T0109) WILL BE MADE ON THE FOLLOWING SCHEDULE:

- **JULY 1, 2013** — ANY INITIAL CONTRACTOR REQUESTED PRODUCT OR BUSINESS UPDATES AS SPECIFIED WITHIN SECTION VII WHICH ARE NECESSARY TO ONGOING BUSINESS INTEREST OF THE STATE AND ITS COOPERATIVE PURCHASING PARTNERS WILL BE REVIEWED BY THE STATE CONTRACT MANAGER FOR APPROVAL.
  - ALL STATE-APPROVED CONTRACTOR REQUESTS WILL BE INCLUDED IN THIS INITIAL UPDATE PERIOD AS PERMITTED UNDER THE STATE TERM CONTRACT

- **JANUARY 1, 2014** — FIRST BI-ANNUAL UPDATE TO T0109 FOR CONTRACTOR REQUESTED PRODUCT OR BUSINESS UPDATES AS SPECIFIED WITHIN SECTION VII.

- **JUNE 1, 2014** — SECOND BI-ANNUAL UPDATE TO T0109 FOR CONTRACTOR REQUESTED PRODUCT OR BUSINESS UPDATES AS SPECIFIED WITHIN SECTION VII.

- ALL ADDITIONAL BI-ANNUAL CONTRACTOR REQUESTED PRODUCT OR BUSINESS UPDATES WILL BE MADE ON OR ABOUT EACH SIX (6) MONTH CONTRACT AWARD ANNIVERSARY DATE THROUGH THE REMAINING TERM OF STATE CONTRACT #T0109.

1.) NEW TECHNOLOGY

Contractors are encouraged to suggest innovative new services, systems and products to keep pace with technology and changes in the telecommunications industry. Contractors may propose any new service, system or product, which has come into standard production after contract award; have the same functional purpose and a demonstrable nexus to the services, systems and products offered under this contract. If the new product, system or services satisfies the aforementioned criterion the new service, system or product will be considered for addition to and/or replacement of the service, system or product offered under the contract.

The Contractor must make a written request to the Purchase Bureau for the new service, system or product to be added to the contract. Such written request must include the specifications for the new service, system or product evidencing that the new system, service or product serves the same functional purpose and has a direct nexus to the service under contract.

All proposed additions or replacements are subject to a review and written acceptance by the Director, Division of Purchase and Property. The sale of the new service, system or product accepted in writing by the Director shall be governed by the terms of the contract, including price.

The aggregate price of all new services, systems or products must be equal to or less than the existing contracted service or have a demonstrable cost savings of other resources within one (1) year of use. No product, system or service will be added to this contract if the new functionality offered by a Contractor is available or more appropriately provided under any other existing State contract.
Upon approval from the Purchase Bureau of any new technology additions to the contract, the Contractor shall provide two (2) new dated CD ROM copies of the contract with the additions included.

2.) ADDITIONS, SUBSTITUTIONS, DELETIONS

The Contractor may substitute or add products during the term of the contract provided that they are the same brands as originally awarded and serve the same comparable functions as the product they replace.

If an additional or substitute / replacement item is requested by a Contractor for inclusion in its contract after the contract award and before providing a quote or offering the subject item for sale under its contract; additions, substitutions and/or deletions may be allowed under the following conditions:

- A written request is submitted by the Contractor on company letterhead, and signed by an authorized representative of the firm addressed to both the Procurement Specialist assigned to the Purchase Bureau Division of Purchase and Property, Treasury, and the State Contract Manager detailing each product and/or service requested along with any attachments specifying the item or items to be added.

- The written request may be sent via electronic scan / email and will be reviewed by the Division of Purchase and Property, the State Contract Manager and OIT.

- The written submission requesting additions or substitutions must include a detailed description of the product and/or service with the page and line item number identified in the original contract for which the product/service will be substituted.

- The submission must also include the product description, manufacturer’s part number, manufacturer’s list price, the appropriate percent discount and the State’s price. The Contractor is required to identify the items being added and deleted.

- All additional and substitute items must be approved, in writing, or via email by the Director of Purchase and Property.

- The Contractor is not permitted to offer any additional or substitute products or services to any Agency or members of the Cooperative Purchasing Program without written or email approval from the Director. In addition, if a manufacturer is adding or removing dealers from their authorized list, the manufacturer must submit the request in writing as detailed above.

- All accepted additions, substitutions and new technology shall be added as "Addendums" to the contract on a periodic basis, and numbered sequentially in the order that they were presented during the life of the contract.

- All addendums must also be submitted electronically as PDF, Word® or Excel® documents in order to allow electronic scanning of items and verification of prices.

- Addendums shall only contain the equipment considered to be additions, substitutions, and new technology items. Submissions of entire manufacturers’ pricelists that include equipment and services not specifically referred to in the Addendum will not be accepted.
Upon approval from the Purchase Bureau of any additions, substitutions, deletions and/or changes to the contract, the Contractor shall provide two (2) new dated CD ROM copies with the changes. The data on these CD-ROM shall be categorized in separate files for additions, substitutions, deletions or changes.

In order to offer an additional product or service, substitution or replacement item to the contract end user / Using Agency, the Contractor must:

- Secure a Letter of Approval / Authorization from the Purchase Bureau confirming the Contract Manager's review and approval of the Contractor's request.

- Verify and validate its approval of the addition/substitution item to the contract end user / Using Agency by providing a copy of the executed Letter of Approval / Authorization from the Purchase Bureau along with the Contractor's letter requesting the addition / substitution and any attachments clearly specifying the item or items to be added.

- The Contractor must also provide the contract end user / Using Agency with a price quote matching the approved addition/substitution item before offering that item for sale.

3.) PRODUCT END-OF-LIFE NOTIFICATION

The Contractor shall notify the State as described above when it intends to list Manufacturer Discontinued ("MD") (a.k.a. End-of-life) products on its contract.

- The Contractor shall also notify all contract customers, end users, and Using Agencies who purchased the MD product.

- Notification shall describe its product support plan.

- Notification shall include the product end of support date and the notification shall be at least six (6) months in advance of that date.

- The Contractor must obtain confirmation of receipt of its notification to all contract users of the MD product.

- The Contractor must provide an alternative solution to replace the MD product.

- The Contractor must continue to provide support for the MD product for a minimum of 2 years after the product has been MD'ed.
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<tr>
<th>Item</th>
<th>Description</th>
<th>Unit Cost</th>
<th>Quantity</th>
<th>Total Cost</th>
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<tr>
<td>1</td>
<td>IP Station Unit Model 6203 (1 Station Column, 3 Apparatus Columns) When used with a M26, use of the RS-232 port for a &quot;rip and run&quot; printer is not supported</td>
<td>$5,575.00</td>
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<td>$21,080.00</td>
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<td>3</td>
<td>VoIP Intercom (enables VoIP dispatcher announcements)</td>
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<td>4</td>
<td>FSA console/server PC with Win 7</td>
<td>$2,650.00</td>
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<td>$21,200.00</td>
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<td>5</td>
<td>Audio and Digital Interface Kit (1 required per server)</td>
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<td>Installation labor for each remote station. Includes removal of old equipment, replacement clean up and installation labor per station, and configure FSA station to communicate to dispatch servers testing of each station upon install and go live. The price $43,108.00 is based upon daily State Contract rate of $3,150.00 X 13.685 days.</td>
<td>$43,108.00</td>
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<td>$43,108.00</td>
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**Sub-Total**: $223,623.00

**Tax @ 6%**: $0.00

**Freight**: as applicable

**Total**: $223,623.00

**Payment Details**
Pay by: Govt. Issued Purchase Order
Payment Term: 30 days

**Shipping and Delivery Details**
Shipping via: UPS Ground
Jersey City Dispatch FSA upgrade for Fire Department to complete IP system

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<tr>
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<th>EST QUANTITY</th>
<th>UNIT</th>
<th>% DISCOUNT</th>
<th>UNIT PRICE</th>
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| 00026  | COMM CODE: 915-70-085645 [COMMUNICATIONS AND MEDIA RELATED...]
ITEM DESCRIPTION: SCHEDULE G (W/ SUB-CATEGORIES): RADIO COMMUNICATIONS EQUIPMENT & ACCESSORIES ANTENNA LEVELS, CONDITIONS & CABLE DELIVERY: 30 DAYS ARO | 1.000        | EA   | NET        | N/A        |
| 00027  | COMM CODE: 925-35-085646 [ENGINEERING SERVICES, PROFESSIONAL]
ITEM DESCRIPTION: SCHEDULES I & K: RADIO COMMUNICATION EQUIPMENT & ACCESSORIES TIME & MATERIAL/ HOURLY MAINTENANCE, REPAIR, ENGINEERING, PROJECT & SITE MANAGEMENT SERVICES DELIVERY: 30 DAYS ARO | 1.000        | EA   | NET        | N/A        |
Jersey City Dispatch FSA upgrade for Fire Department to complete IP system

<table>
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<td>COMM CODE: 726-13-085630 [RADIO COMMUNICATION EQUIPMENT, ...]</td>
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<table>
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<td>NET</td>
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<td></td>
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</tr>
</tbody>
</table>

351 Paterson Ave. East Rutherford NJ 07073 | 201-935-5090 | 866-GET-ICOP | info@gtbm.com | fax: 201-935-7022
Notice of Award

Term Contract(s)

T-0109

RADIO COMMUNICATION EQUIPMENT
AND ACCESSORIES

Vendor Information

Authorized Dealers

By Vendor

RFP Documents

Email to COURTNEY LIVERSEN

Downloadable NOA Documents
(Please utilize scroll bar on right side of box if necessary to view all documents)

Download All Documents
- State Contract Manager Adobe PDF (77 kb)
- Method of Operation Adobe PDF (163 kb)
- Amendment #1 - Vendor Information Change Adobe PDF (55 kb)
- Amendment #2 - Vendor Information Change Adobe PDF (29 kb)
- Amendment #3 - Contract Assignment Adobe PDF (14 kb)

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<td>Applicable To:</td>
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<td>Cooperative Purchasing:</td>
<td>POLITICAL SUBDIVISIONS*</td>
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<td>Vendor Name &amp; Address:</td>
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http://www.state.nj.us/treasury/purchase/noa/contracts/t0109_13-x-22183.shtml 1/25/2017
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<td>BRENT DIPPIE</td>
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<tr>
<td>Contact Phone:</td>
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* WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?  

<table>
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<tr>
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http://www.state.nj.us/treasury/purchase/noa/contracts/t0109_13-x-22183.shtml 1/25/2017
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<tr>
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<td>16 PIRATE LANE</td>
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</tr>
<tr>
<td>MANAHAWKIN NJ 08050</td>
<td><strong>45 PEKKY STREET</strong></td>
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<td><strong>MANAHAWKIN NJ 08050</strong></td>
<td><strong>CHESTER NJ 07930</strong></td>
</tr>
<tr>
<td><strong>RICHARD F COFFMAN</strong></td>
<td><strong>SANDRA DRYSDALE</strong></td>
</tr>
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<tr>
<td><strong>LONG ISLAND NY 11101</strong></td>
<td><strong>YIGAL TROPPI</strong></td>
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<td><strong>Contract Person:</strong></td>
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<tr>
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<td><strong>351 PATERSON AVE</strong></td>
</tr>
<tr>
<td><strong>EAST RUTHERFORD NJ 07073</strong></td>
<td><strong>RICH PICOLLI</strong></td>
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<td><strong>DBA GOOSE TOWN COMMUNICATIONS</strong></td>
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<td><strong>CONGERS NY 10920</strong></td>
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<td><strong>WHARTON NJ 07885</strong></td>
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<td><strong>823 UNIONTOWN RD</strong></td>
<td><strong>PHILADELPHIA NJ 19114-9456</strong></td>
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<td><strong>664 MIDLAND</strong></td>
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<td><strong>PARAMUS NJ 07653-0144</strong></td>
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<tr>
<td><strong>1035 INDUSTRIAL DRIVE</strong></td>
<td><strong>WEST BERLIN NJ 08091</strong></td>
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<tr>
<td><strong>Contact Person:</strong></td>
<td><strong>JAMES FOLEY</strong></td>
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<tr>
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<td><strong>856-760-3336</strong></td>
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<td><strong>TRANS CORE, LP</strong></td>
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<tr>
<td><strong>4425 CHAMBERS HILL RD</strong></td>
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<td><strong>HARRISBURG PA 17111</strong></td>
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<tr>
<td><strong>Contact Person:</strong></td>
<td><strong>THOMAS RAMSEY</strong></td>
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<tr>
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<td><strong>717-561-0799</strong></td>
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<td><strong>2115 CITY LINE RD</strong></td>
<td><strong>BETHLEHEM PA 18017</strong></td>
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<td><strong>Contact Person:</strong></td>
<td><strong>BILL LANDER</strong></td>
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<td><strong>810-865-3811</strong></td>
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<td><strong>Title: RADIO COMMUNICATION EQUIPMENT</strong></td>
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<td>COMM CODE: 725-78-081934 [RADIO COMMUNICATION, TELEPHONE, AND...)]</td>
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Vendor: ZETRON INC
Contract Number: 83924

http://www.state.nj.us/treasury/purchase/noa/contracts/t0109_13-x-22183.shtml
1/25/2017
**Notice of Award**

**Term Contract(s)**

**T-0109**

**RADIO COMMUNICATION EQUIPMENT AND ACCESSORIES**

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<table>
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<tr>
<th>Vendor Information</th>
<th>Authorized Dealers</th>
<th>RFP Documents</th>
<th>Email to COURTNEY IVERSEN</th>
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</table>

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**Downloadable NOA Documents**

(Please utilize scroll bar on right side of box if necessary to view all documents)

- State Contract Manager Adobe PDF (77 kb)
- Method of Operation Adobe PDF (163 kb)
- Amendment #1 - Vendor Information Change Adobe PDF (57 kb)
- Amendment #2 - Vendor Information Change Adobe PDF (25 kb)
- Amendment #3 - Contract Assignment Adobe PDF (14 kb)

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The Download All Documents hyperlink will place compressed files on your computer. Files may be unzipped and viewed using WinZip. The evaluation version is available for free. [Click here](http://www.state.nj.us/treasury/purchase/noa/contracts/t0109_13-x-22183.shtml) to learn more about WinZip or to download the latest version from the WinZip website.

Forms in this section are stored in Adobe Acrobat (PDF) format. PDF formatted documents appear the same as the original printed forms. To view and print these forms, you must have a PDF viewer which is available free from Adobe. [Click here](http://www.state.nj.us/treasury/purchase/noa/contracts/t0109_13-x-22183.shtml) to learn more about Adobe Acrobat or to download the latest version of the Adobe Acrobat viewer from the Adobe Web site.

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**NOAs By Number**

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[1/25/2017](http://www.state.nj.us/treasury/purchase/noa/contracts/t0109_13-x-22183.shtml)
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AMENDMENT #3
T-0109

SOLICITATION #13-X-22183
CONTRACTS #A83904 AND #A83912

TO: All Using Agencies

DATE: October 29, 2014

FROM: Jackie Kemery, Procurement Specialist
Procurement Bureau – General Services

SUBJECT: Contract Assignment
Radio Communication Equipment and Accessories

CONTRACT PERIOD: May 1, 2013 – April 30, 2018

Please be advised that contract #A83904 currently held by Quality Communications Systems, Inc. has been assigned as follows:

Assignor
Quality Communications Systems, Inc.
1985 Swarthmore Avenue
Lakewood, NJ 08701

Assignee
Gold Type Business Machines, Inc.
351 Paterson Avenue
East Rutherford, NJ 07073

Please be advised that contract #A83912 currently held by Amcom Software, Inc. has been assigned as follows:

Assignor
Amcom Software, Inc.
10400 Yellow Circle Drive, Suite 100
Eden Prairie, MN 55343

Assignee
Spok, Inc.
6850 Versar Center Drive, Suite 420
Springfield, VA 22151

All other contract pricing terms and conditions remain unchanged.

Please file a copy of this Amendment with your Notice of Award for future reference.
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: Gold Type Business Machines Inc
Address: 1234 Smith St
City: East Brunswick State: NJ Zip: 08816

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the instructions accompanying this form.

Signature: [Signature]
Printed Name: [Printed Name]
Title: [Title]

Part II - Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than $300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

☐ Check here if disclosure is provided in electronic form.

<table>
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<th>Contributor Name</th>
<th>Recipient Name</th>
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☐ Check here if the information is continued on subsequent page(s)
CERTIFICATION OF COMPLIANCE WITH THE CITY OF JERSEY CITY CONTRACTOR PAY-TO-PLAY REFORM ORDINANCE 08-128 ADOPTED ON SEPTEMBER 3, 2008

PART I - Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that Gold Type Business Machine Inc. (name of business entity) has not made any reportable contributions in the **one-year period preceding 12/14/16** (date City Council awards contract) that would be deemed to be violations of Section One of the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128 (attached hereto) and that would bar the award of this contract. I further certify that during the term of this contract Gold Type Business Machine Inc. (name of business entity) will not make any reportable contributions in violation of Ordinance 08-128.

PART II - Signature and Attestation

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

Name of Business Entity: Gold Type Business Machine Inc

Signed: [Signature]

Print Name: Vivent Cooper

Date: 10/11/16

Subscribed and sworn before me this 1 day of Dec., 2016.

My Commission expires:

Monica F. Lewis

An Attorney at Law of the State of New Jersey authorized to administer this oath

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 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 (substituted 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 as defined pursuant to N.J.S.A. 19:44A-3(p), (g) and (j).

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<td>Councilperson Michael Yun</td>
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<td>Councilperson Joyce K. Watterman</td>
<td>Councilperson Candice Osborne</td>
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<tr>
<td>Councilperson Daniel Rivera</td>
<td>Councilperson Dianne Coleman</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
- [x] Corporation
- [ ] Sole Proprietorship
- [ ] Subchapter S Corporation
- [ ] Limited Partnership
- [ ] Limited Liability Corporation
- [ ] Limited Liability Partnership

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<th>Name of Stock or Shareholder</th>
<th>Home Address</th>
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<tr>
<td>Rich Reveli</td>
<td>71 Ridge Rd, Rutherford NJ 07070</td>
</tr>
<tr>
<td>Pat Collins</td>
<td>780 Apple Ridge Rd, Franklin Lakes, NJ 07417</td>
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Part III - Signature and Attestation
The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: Gold Type Business
Signed: [Signature]
Print Name: [Print Name]
Title: [Title]
Date: 12/11/16

Subscribed and sworn before me this 1 day of 2016.

[Signature]
[Print Name & Title of Affiant], (Corporate Seal)

My Commission expires: [Expiration Date]

AN ATTORNEY-AT-LAW OF THE
STATE OF NEW JERSEY AUTHORIZED
TO ADMINISTER THIS OATH
NON COLLUSION AFFIDAVIT
STATE OF NEW JERSEY
CITY OF JERSEY CITY

I certify that I am [Name] of the firm of [Company]

the bidder making the proposal for the above named project, and that I executed the said proposal with full authority so to do; that said bidder has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the City of Jersey City relies upon the truth of the statements contained in said proposal and in the statements contained in this affidavit in awarding the contract for the said project.

I further warrant that no person or selling agency has been employed to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees of bona fide established commercial or selling agencies maintained by (N.J.S.A.52:34-25).

(Signature of respondent) [Signature]

SUBSCRIBED AND SWORN TO BEFORE ME THIS DAY [Date] OF 2016

(TYPE OR PRINT NAME OF AFFIANT UNDER SIGNATURE) [Name]

NOTARY PUBLIC OF MY COMMISSION EXPIRES: [Date]

NOTE: THIS FORM MUST BE COMPLETED, NOTARIZED AND RETURNED WITH THIS PROPOSAL.

AN AMOUNT-AT-LAW OF THE STATE OF NEW JERSEY AUTHORIZED TO ADMINISTER THIS OATH PURSUANT TO N.J.S.A. 41:21.
PUBLIC DISCLOSURE INFORMATION
Chapter 33 of the Public Laws of 1977 provides that no Corporation or Partnership shall be awarded any State, City, Municipal or Schools District contracts for the performance of any work or the furnishing of any materials or supplies, unless prior to the receipt of the bid or accompanying the bid of said corporation or partnership there is submitted a public disclosure information statement. The statement shall set forth the names and addresses of all stockholders in the corporation or partnership who own ten percent (10%) or more of its stock of any class, or of all individual partners in the partnership who own a ten percent (10%) or greater interest therein.

STOCKHOLDERS:

<table>
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<tr>
<th>Name</th>
<th>Address</th>
<th>% owned</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rick Pollari</td>
<td>71 Ridge Rd, Randolph NJ 07624</td>
<td>80</td>
</tr>
<tr>
<td>Pat Collins</td>
<td>780 Apple Ridge Rd, Mahwah NJ 07430</td>
<td>20</td>
</tr>
</tbody>
</table>

SIGNATURE: [Signature]

TITLE: [Title]

SUBSCRIBED AND SWORN TO BEFORE ME THIS DAY 1 PRESENT OF 2076

(TYPE OR PRINT NAME OF AFFIANT UNDER SIGNATURE) MONICA KN

NOTARY PUBLIC OF MY COMMISSION EXPIRES: 20.

(NOTE: THIS FORM MUST BE COMPLETED, NOTARIZED AND RETURNED WITH THIS PROPOSAL.
ADMIRISELS THIS OATH PURSUANT TO NISA A1-21.)
STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business: Gold Type Business Madison Inc

☐ I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

☐ I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

☐ Partnership  ☑ Corporation  ☐ Sole Proprietorship
☐ Limited Partnership  ☐ Limited Liability Corporation  ☐ Limited Liability Partnership
☐ Subchapter S Corporation

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders:

Name: Rick Reese
Home Address: 71 Ridge Rd
Rutherford, NJ 07070

Name: Pat Collins
Home Address: 780 Apple Ridge Rd
Franklin Lakes, NJ 07417

Name:
Home Address:

Name:
Home Address:

Name:
Home Address:

Name:
Home Address:

Subscribed and sworn before me this 1 day of Dec., 2016

(Notary Public)

My Commission expires: MONICA Y. LEWIS

A NOTARY PUBLIC AT LAW OF THE STATE OF NEW JERSEY
AUTHORIZED TO ADMINISTER OATHS PURSUANT TO R.L. 1845, §13

Signature of Notary Public

Name: Vivian Crowe
Title: Corporate Seal

(Affiant)
AFFIRMATIVE ACTION COMPLIANCE NOTICE
N.J.S.A. 10:5-31 and N.J.A.C. 17:27
GOODS AND SERVICES CONTRACTS
(EINCLUDING PROFESSIONAL SERVICES)
This form is a summary of the successful bidder’s requirement to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

The successful bidder shall submit to the public agency, after notification of award but prior to execution of this contract, one of the following three documents as forms of evidence:

(a) A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter); OR

(b) A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4; OR

(c) A photocopy of an Employee Information Report (Form AA302) provided by the Division and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

The successful vendor may obtain the Affirmative Action Employee Information Report (AA302) from the contracting unit during normal business hours.

The successful vendor(s) must submit the copies of the AA302 Report to the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts (Division). The Public Agency copy is submitted to the public agency, and the vendor copy is retained by the vendor.

The undersigned vendor certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27 and agrees to furnish the required forms of evidence:

The undersigned vendor further understands that his/her bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

COMPANY:

SIGNATURE:

DATE:

PRINT NAME:

TITLE:

AFFIRMATIVE ACTION COMPLIANCE (SAMPLE DOCUMENTS)
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 and N.J.A.C. 17:27 (continued)

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

In conformance with the applicable employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions. The contractor and its subcontractors shall furnish such reports or other documents to the Division of Contract Compliance & EEO as may be requested by the Division from time to time. In order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Contract Compliance & EEO for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

The undersigned vendor certifies that he/she received, read, and is aware of the commitment to comply with:

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

The undersigned vendor further agrees to furnish the required forms of evidence and understands that his/her bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

Representative's Name/Title (Print): [Signature]
Representative's Signature: [Signature]
Name of Company: [Signature]
Tel. No.: 973-5890 Date: 12/1/16
Appendix A

Americans With Disabilities Act of 1990
Equal Opportunity for Individuals with Disability

The contractor and the [insert name of entity] (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. §§ 12112 et seq.), which prohibit discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, damages, or injuries 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 other expenses for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedures, 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 procedures, 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 claims 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.

[Signature]

Representative's Name/Title/Phone

[Signature]

Representative's Signature

Name of Company: [Company Name]

P.O. Box: [P.O. Box Number]

Date: [Date]
MINORITY/WOMAN BUSINESS ENTERPRISE (MWBE)

Questionnaire for Bidders

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

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

Business Name:__________________________

Address:__________________________

Telephone No.:__________________________

Contact Name:__________________________

Please check applicable category:

_____ Minority Owned

_____ Minority & Woman Owned

_____ Woman Owned

_____ Neither

Definition of Minority Business Enterprise

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

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

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

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

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

Woman Business Enterprise

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

DIVISION OF PURCHASING COPY
CERTIFICATE OF EMPLOYEE INFORMATION REPORT

RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to NJAC 17:37-1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of 15 JAN 2012 to 15 JAN 2019.

GOLD TYPE BUSINESS MACHINE INC.
351 PATerson AVENUE
EAST Rutherford, NJ 07073

Certification 24180

Andrew C. Sidamon-Eristoff
State Treasurer
RESOLUTION AUTHORIZING AN AWARD OF CONTRACT TO TURN-OUT FIRE & SAFETY, INC. FOR THE PURCHASE AND DELIVERY OF PROTECTIVE GEAR AND EQUIPMENT UNDER STATE CONTRACT FOR THE DEPARTMENT OF PUBLIC SAFETY, DIVISION OF FIRE

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, as mandated by OSHA, protective gear and equipment is needed for all firefighting personnel; and

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

WHEREAS, Turn-Out Fire & Safety, Inc., 3468 JFK Boulevard, Jersey City, New Jersey 07307 who is an authorized reseller of State Contract A80947 and A80948, for firefighter protective clothing and equipment for a total contract amount not to exceed four hundred twenty thousand dollars ($420,000.00); and

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

<table>
<thead>
<tr>
<th>Act #</th>
<th>P.O. #</th>
<th>State Contract</th>
<th>Total Contract</th>
<th>Encumbrance</th>
</tr>
</thead>
<tbody>
<tr>
<td>01-201-25-267-215</td>
<td>124032 A80947, A80948</td>
<td>$420,000.00</td>
<td>$320,000.00</td>
<td></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 $420,000.00 for firefighter protective clothing and equipment is awarded to Turn-Out Fire & Safety, Inc.

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 February 23, 2017 through December 31, 2017.

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.

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 2017 fiscal year temporary budget shall be subject to the availability and appropriation of sufficient funds in the 2017 fiscal year budget.

(Continued to page 2)
RESOLUTION AUTHORIZING AN AWARD OF CONTRACT TO TURN-OUT FIRE & SAFETY, INC. FOR THE PURCHASE AND DELIVERY OF PROTECTIVE GEAR AND EQUIPMENT UNDER STATE CONTRACT FOR THE DEPARTMENT OF PUBLIC SAFETY, DIVISION OF FIRE

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

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

<table>
<thead>
<tr>
<th>Act #</th>
<th>P.O. #</th>
<th>State Contract</th>
<th>Total Contract</th>
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<td>$420,000.00</td>
<td>$320,000.00</td>
</tr>
</tbody>
</table>

Approved by

Peter Fordado, Director of Purchasing
KPOQ, QFA

02/03/17

APPROVED:

APPROVED AS TO LEGAL FORM

APPROVED: Business Administrator

CORPORATION COUNSEL

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 2.22.17

<table>
<thead>
<tr>
<th>COUNCILPERSON</th>
<th>AYE</th>
<th>NAY</th>
<th>N.V.</th>
<th>COUNCILPERSON</th>
<th>AYE</th>
<th>NAY</th>
<th>N.V.</th>
<th>COUNCILPERSON</th>
<th>AYE</th>
<th>NAY</th>
<th>N.V.</th>
</tr>
</thead>
<tbody>
<tr>
<td>GAJENski</td>
<td></td>
<td></td>
<td></td>
<td>WATTERMAN</td>
<td></td>
<td></td>
<td></td>
<td>OSBORNE</td>
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<td></td>
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<tr>
<td>CADDEN</td>
<td>✔</td>
<td></td>
<td></td>
<td>LAVARRO, PRES.</td>
<td>✔</td>
<td></td>
<td></td>
<td>RIVERA</td>
<td>✔</td>
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<tr>
<td>BOGGIANO</td>
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</tr>
</tbody>
</table>

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

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

Adolfo R. Lavarro, Jr., President of Council

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

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING AN AWARD OF CONTRACT TO TURN-OUT FIRE & SAFETY, INC. FOR THE PURCHASE AND DELIVERY OF PROTECTIVE GEAR UNDER STATE CONTRACT FOR THE DEPARTMENT OF PUBLIC SAFETY, FIRE DIVISION

Initiator

<table>
<thead>
<tr>
<th>Department/Division</th>
<th>Name/Title</th>
<th>Phone/email</th>
</tr>
</thead>
<tbody>
<tr>
<td>Public Safety</td>
<td>Jerome Cola</td>
<td>201-547-4229</td>
</tr>
<tr>
<td>Fire</td>
<td>Deputy Director</td>
<td><a href="mailto:jcala@njcps.org">jcala@njcps.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.)

In order to ensure the safety and protection of all firefighting personnel and as mandated by OSHA, there exists a need to provide protective gear and equipment.

I certify that all the facts presented herein are accurate.

Signature of Department Director

Date

Signature of Purchasing Director

Date
CERTIFICATE NUMBER 0101743 FOR TURN OUT FIRE & SAFETY, INC. IS VALID.
EXHIBIT A (Continuation)

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

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

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

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

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

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

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

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

The undersigned vendor further agrees to furnish the required forms of evidence and
understands that their contract/company’s bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

Representative's Name/Title (Print):

[Signature]

Representative's Signature:

[Signature]

Name of Company:

[Signature]

Tel. No.: 201-939-312 Date: 1/3/27
APPENDIX A

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

The contractor and the ___________________________ (hereafter "owner") do hereby agree that the provisions of Title I of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 12110 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: ___________________________
Representative's Signature: ___________________________
Name of Company: ___________________________
Tel. No.: ___________________________ Date: ____________

Minority/Woman Business Enterprise (MWBE)
Questionnaire for Bidders

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

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

Business Name: *
Address: 3968 Kennedy Blvd JC
Telephone No: 201-963-9312
Contact Name: Joseph Cruz

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

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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.
Notice of Award

Term Contract(s)

T-0790

FIREFIGHTER PROTECTIVE CLOTHING AND EQUIPMENT

Vendor Information

Authorized Dealers

Download RFP Documents

Downloadable NOA Documents

(Please utilize scroll bar on right side of box if necessary to view all documents)

- Subcontractor List Adobe PDF (123 kb)
- NOA Price Lists Link
- Amendment #1 - Product Addition Adobe PDF (60 kb)
- Amendment #2 - Additional Distributors Adobe PDF (15 kb)
- Amendment #3 - Product Addition Adobe PDF (13 kb)
- Amendment #4 - Product Addition Adobe PDF (19 kb)
- Amendment #5 - Price Adjustment Adobe PDF (61 kb)
- Amendment #6 - Price List Update Adobe PDF (40 kb)
- Amendment #7 - Product Addition Adobe PDF (14 kb)
- Amendment #8 - Product Addition Adobe PDF (14 kb)
- Amendment #9 - Product Addition Adobe PDF (19 kb)
- Amendment #10 - Price List Update Adobe PDF (129 kb)
- Amendment #11 - Additional Distributors Adobe PDF (13 kb)
- Amendment #12 - Price List Update Adobe PDF (76 kb)
- Amendment #13 - Additional Distributors Adobe PDF (182 kb)
- Amendment #14 - Additional Distributors Adobe PDF (76 kb)
- Amendment #15 - Price List Update Adobe PDF (76 kb)
- Amendment #16 - Product Addition Adobe PDF (25 kb)
- Amendment #17 - Product Addition Adobe PDF (48 kb)
- Amendment #18 - Additional Distributors Adobe PDF (13 kb)

The Download All Documents hyperlink will place compressed files on your computer. Files may be unzipped and viewed using WinZip. The evaluation version is available for free. Click here to learn more about WinZip or to download the latest version from the WinZip web site.

Forms in this section are stored in Adobe Acrobat (PDF) format. PDF formatted documents appear the same as the original printed forms. To view and print these forms, you must have a PDF viewer which is available free from Adobe. Click here to learn more about Adobe Acrobat or to download the latest version of the Adobe Acrobat viewer from the Adobe Web site.

NOAs By Number

NOAs By Title

Search NOAs

Index #: T-0790
Contract #: VARIOUS
Contract Period: FROM: 04/01/12 TO: 03/31/17
Applicable To: ALL STATE AGENCIES
Cooperative Purchasing: POLITICAL SUBDIVISIONS*
Vendor Name & Address: SEE VENDOR INFORMATION SECTION
For Procurement Bureau Use:

Solicitation #: 22281
Bid Open Date: 12/19/11
CID #: 1039927
Commodity Code: 340-34
Set-Aside: NONE
4.4.6 COOPERATIVE PURCHASING

The bidder should complete the Cooperative Purchasing Form indicating willingness or unwillingness to extend State contract pricing and terms to Cooperative Purchasing partners.

4.4.7 PRICE SHEET INSTRUCTIONS

- The bidder must provide a percentage discount from the price list being submitted. If the bidder is offering net pricing than the word “net” or a zero must be indicated on the price sheets provided with this RFP in the discount column.
- Bidders are not allowed to offer its discount on the label of the CD(s) for a specific line item(s). Bidders who do not offer their discounts on the price sheets will result in rejection of the bid proposal for the affected line item(s).
- Multiple discounts/markups are not permitted. Submission of multiple discounts/markups will result in rejection of the bid proposal for the affected line item.
- The bidder must complete all information requested on each price line bid (i.e. price list #/date, price list no., etc.) or the bid will result in rejection of the bid proposal for the affected line item.

5.0 SPECIAL CONTRACTUAL TERMS AND CONDITIONS

5.1 PRECEDENCE OF SPECIAL CONTRACTUAL TERMS AND CONDITIONS

The contract awarded as a result of this RFP shall consist of this RFP, addenda to this RFP, the contractor's proposal, any best and final offer and the Division's Notice of Award.

Unless specifically stated within this RFP, the Special Contractual Terms and Conditions of the RFP take precedence over the State of NJ Standard Terms and Conditions accompanying this RFP.

In the event of a conflict between the provisions of this RFP, including the Special Contractual Terms and Conditions and the State of NJ Standard Terms and Conditions, and any addendum to this RFP, the addendum shall govern.

In the event of a conflict between the provisions of this RFP, including any addendum to this RFP, and the bidder's proposal, the RFP and/or the addendum shall govern.

5.2 CONTRACT TERM AND EXTENSION OPTION

The term of the contract shall be for a period of three (3) years. The anticipated "Contract Effective Date" is provided on the signatory page accompanying this RFP. If delays in the procurement process result in a change to the anticipated Contract Effective Date, the bidder agrees to accept a contract for the full term of the contract.

The contract may be extended for all or part of two (2) one-year periods, by the mutual written consent of the contractor and the Director at the same terms, conditions, and pricing at the rates in effect in the last year of the contract or rates more favorable to the State.

5.3 CONTRACT TRANSITION

In the event that a new contract has not been awarded prior to the contract expiration date, as may be extended herein, it shall be incumbent upon the contractor to continue the contract under the same terms and conditions until a new contract can be completely operational. At no time shall this transition period extend more than 120 days beyond the expiration date of the contract.
| Vendor Name & Address: | MAJESTIC FIRE APPAREL INC  
| PO BOX 248  
| 255 WAGNER STREET  
| LEHIGHTON, PA 18235  
|
| Contact Person: | MICHAEL A. LEGGETT  
| Contact Phone: | 610-377-6273  
| Order Fax: | 610-377-6221  
| Contract#: | 80955  
| Expiration Date: | 03/31/17  
| Terms: | NONE  
| Delivery: | 10 DAYS ARO  
| Small Business Enterprise: | NO  
| Minority Business Enterprise: | NO  
| Women Business Enterprise: | NO  
| Cooperative Purchasing *: | YES  

* WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?

| Vendor Name & Address: | MINE SAFETY APPLIANCES CO  
| 1000 CRANBERRY WOOD DR  
| PO BOX 426  
| PITTSBURGH, PA 15230  
|
| Contact Person: | RICHARD ROCCO  
| Contact Phone: | 800-672-2222  
| Order Fax: | 800-967-0398  
| Contract#: | 80953  
| Expiration Date: | 03/31/17  
| Terms: | NONE  
| Delivery: | 30 DAYS ARO  
| Small Business Enterprise: | NO  
| Minority Business Enterprise: | NO  
| Women Business Enterprise: | NO  
| Cooperative Purchasing *: | YES  

* WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?

| Vendor Name & Address: | MORNING PRIDE MANUFACTURING LLC DBA HONEYWELL FIRST RESPON  
| 1 INNOVATION CT  
| DAYTON, OH 45414  
|
| Contact Person: | MADISON MESSINGER  
| Contact Phone: | 800-688-6148  
| Order Fax: | 937-264-0075  
| Contract#: | 80948  
| Expiration Date: | 03/31/17  
| Terms: | NONE  
| Delivery: | 60 DAYS ARO  
| Small Business Enterprise: | NO  
| Minority Business Enterprise: | NO  
| Women Business Enterprise: | NO  
| Cooperative Purchasing *: | YES  

* WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?

| Vendor Name & Address: | MUNICIPAL EMERGENCY SERVICES INC  
| 2755 PHILMONT AVE/STE 110  
| HUNTINGDON VALL, PA 15066  
|
| Contact Person: | COLLEEN MILLER  
| Contact Phone: | 215-914-2101  
| Order Fax: | 215-914-2126  
| Contract#: | 80965  

* WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?
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<tr>
<td>MURPHY FIRE &amp; SAFETY INC</td>
<td>THOMAS J MURPHY</td>
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<td></td>
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<tr>
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<td>WILLIAM J ADAMS</td>
<td>BILL ADAMS</td>
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<td>FIRST BATTALION FIREFIGHTING</td>
<td>KAREN HUBERT</td>
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Vendor: INFRARED SYSTEMS GROUP LLC  
Contract Number: 80969

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Vendor: LION APPAREL  
Contract Number: 80947

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2/3/2017
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<td>COMM CODE: 340-34-041041 [FIRE PROTECTION EQUIPMENT AND SUPPLIES] ITEM DESCRIPTION: BOOTS - WARRINGTON MUST MEET PEOSHA AND NFPA 1974-1987 EDITION P/L DATED: 6/1/11 - RETAIL</td>
<td>1.000</td>
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<td>LINE#</td>
<td>DESCRIPTION/MFGR/BRAND</td>
<td>EST QUANTITY</td>
<td>UNIT</td>
<td>% DISCOUNT</td>
<td>UNIT PRICE</td>
</tr>
<tr>
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<tr>
<td>00077</td>
<td>COMM CODE: 340-34-083659 [FIRE PROTECTION EQUIPMENT AND SUPPLIES] ITEM DESCRIPTION: TURNOUT GEAR - RANGER P/L DATED: 12/9/11 - RETAIL DELIVERY: 60 DAYS ARO</td>
<td>1.000</td>
<td>EACH</td>
<td>53.00%</td>
<td>N/A</td>
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<td>00078</td>
<td>COMM CODE: 340-34-083660 [FIRE PROTECTION EQUIPMENT AND SUPPLIES] ITEM DESCRIPTION: TURNOUT GEAR - ULTRA MOTION P/L DATED: 12/9/11 DELIVERY: 60 DAYS ARO</td>
<td>1.000</td>
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<td>53.00%</td>
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<td>00074</td>
<td>COMM CODE: 340-34-083656 [FIRE PROTECTION EQUIPMENT AND SUPPLIES] ITEM DESCRIPTION: SEARCH &amp; RESCUE/VEHICLE EXTRICATION EQ. BRAND: CMC RESCUE P/L DATED: 10/1/11 - RETAIL P/L #: 127 DELIVERY: 60 DAYS ARO</td>
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Vendor: MUNICIPAL EMERGENCY SERVICES INC
Contract Number: 80966
http://www.state.nj.us/treasury/purchase/noa/contracts/0790_12-x-22281.shtml 2/3/2017
<table>
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<td>1</td>
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<td>Brigade shirt long sleeve Lion 235</td>
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<td>3</td>
<td>Brigade shirt long sleeve (oversize) Lion 235X</td>
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<td>4</td>
<td>Brigade shirt short sleeve Lion 535 complete</td>
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<td>5</td>
<td>Brigade shirt short sleeve Lion 535x (oversize) complete</td>
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<tr>
<td>6</td>
<td>Bravo shirt long sleeve Lion 215</td>
<td>$100.10</td>
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<tr>
<td>7</td>
<td>Bravo shirt long sleeve Lion 215x (oversize)</td>
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<tr>
<td>8</td>
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<td>9</td>
<td>Bravo shirt short sleeve Lion 515x (oversize)</td>
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<td>11</td>
<td>Boot Betes 2264</td>
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<td>12</td>
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<td>13</td>
<td>Bunker Pants w suspenders Janesville V-Force complete</td>
<td>$197.00</td>
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<td>14</td>
<td>Helmets Cairns 1044 DV complete</td>
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<td>15</td>
<td>Gloves FF Pro PT8-CSA</td>
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<td>16</td>
<td>Hood quest</td>
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<td>17</td>
<td>Rubber Boots Ranger 1500</td>
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<tr>
<td>18</td>
<td>Super Pass Graco SP III</td>
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Turn Out Fire & Safety, INC.
3468 Kennedy Blvd
Jersey City, NJ 07307
201-963-9312 ph
201-963-9314 fax

VJ Contract Expires 3-1-17

[Signature]
<table>
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<tr>
<th>Item #</th>
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<td>Boot Bates 2264</td>
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<td>Rubber Boots Ranger 1500</td>
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<td>17</td>
<td>Super Pass Graco SP III</td>
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<td></td>
<td>Amount</td>
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</tbody>
</table>
2016 Turnout Gear Requirements

EMERGENCY RESPONSE

The vendor shall be located within ten (10) miles of Jersey City.

The vendor shall be available 24 hours per day, 7 days per week by pager, cell phone or answering service to provide emergency equipment or uniform replacement.

The vendor shall maintain sufficient inventory for the emergency replacement of at least 50% (50 complete sets of personal protective equipment/uniforms) for on duty personnel.

MISCELLANEOUS

Vendor shall quote cost per item for embroidery, screen printing and affixing of Fire Department patch as necessary.
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 A302 (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 16 of the Administrative Code at N.J.A.C. 17:27.

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

EXHIBIT A
N.J.S.A. 16:5-31 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. 16:5-31 and N.J.A.C. 17:27.

Representative's Name/Title (Print):

Representative's Signature:

Name of Company:
Tel. No.: 201 9 39 312

Date: 1/8/17
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, damages, 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 means available to it under any other provisions of the Agreement or otherwise at law.

Representative's Name/Title/Phone: ________________
Representative's Signature: ________________
Name of Company: ________________
Tel. No.: ________________ Date: ________________
Resolution of the City of Jersey City, N.J.

CITY CLERK File No. Res. 17-160
Agenda No. 10-X
Approved: FEB 22 2017

TITLE:

RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO MINERVA BUNKER GEAR FOR THE CLEANING, DECONTAMINATION, INSPECTION AND REPAIR OF ALL FIREFIGHTING PROTECTIVE GEAR AND ACCESSORIES FOR THE DEPARTMENT OF PUBLIC SAFETY, DIVISION OF FIRE

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, the cleaning, decontamination, inspection and repairs to all firefighting protective gear and accessories are necessary to keep fire gear functional and non-hazardous; and

WHEREAS, the Purchasing Director within his authority and in conformity with N.J.S.A. 40A:11-6.1(a) informally solicited three quotes, including from Minerva Bunker Gear, 780 East 34th Street, Bronx, New York 10454 in the total amount of thirty six thousand dollars ($36,000.00); and

WHEREAS, the Purchasing Director believes the proposal of Minerva Bunker Gear 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 Fire Division has determined and certified in writing that the value of the contract will exceed $17,500.00; and

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

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

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

WHEREAS, funds in the amount of $9,000.00 are available in the Operating Account.

<table>
<thead>
<tr>
<th>Account</th>
<th>PO #</th>
<th>Total Contract</th>
<th>Encumbrance</th>
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<td>124016</td>
<td>$36,000.00</td>
<td>$9,000.00</td>
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(Continue on page 2)
RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO MINERVA BUNKER GEAR FOR THE CLEANING, DECONTAMINATION, INSPECTION AND REPAIR OF ALL FIREFIGHTING PROTECTIVE GEAR AND ACCESSORIES FOR THE DEPARTMENT OF PUBLIC SAFETY, DIVISION OF FIRE

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

1. A contract award in the amount of $36,000.00 for the cleaning, decontamination, inspection and repairs to all firefighting protective gear and accessories is awarded to Minerva Bunker Gear.

2. The term of the contract shall be effective February 23, 2017 through December 31, 2017.

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

4. The Business Entity Disclosure Certification, Chapter 271 Political Contribution Disclosure Certification, the Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance, and the Determination of Value Certification, attached hereto and incorporated herein by reference, shall be placed on file with this resolution.

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 2017 fiscal year temporary budget shall be subject to the availability and appropriation of sufficient funds in the 2017 fiscal year permanent budget.

Donna Mauer Chief Financial Officer, hereby certify that funds in the amount of $36,000.00 are available in the Operating Account.

<table>
<thead>
<tr>
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<td>124016</td>
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Approved by:

Director of Purchasing: QPA, RPPO

APPROVED: Business Administrator

APPROVED AS TO LEGAL FORM

Record of Council Vote on Final Passage

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<tr>
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<th>AYE</th>
<th>NAY</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.

Rodrinda 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

<table>
<thead>
<tr>
<th>Initiator</th>
<th>Department/Division</th>
<th>Name/Title</th>
<th>Phone/email</th>
<th>Phone/email</th>
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<tbody>
<tr>
<td></td>
<td>Public Safety</td>
<td>Jerome Cals</td>
<td><a href="mailto:jcals@njfps.org">jcals@njfps.org</a></td>
<td>201-547-4239</td>
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<tr>
<td></td>
<td>Division of Fire</td>
<td>Deputy Director</td>
<td></td>
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</tr>
</tbody>
</table>

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

Resolution Purpose

In order to ensure the safety of all firefighting personnel, there exists a need to have all firefighting gear cleaned, decontaminated, inspected and repaired in order to maintain the gear’s usefulness.

I certify that all the facts presented herein are accurate.

Signature of Department Director  
[Signature]  1/3/17  Date

Signature of Purchasing Director  
[Signature]  2/18/17  Date
DETERMINATION OF VALUE CERTIFICATION

I, Jerome Cala, of full age, hereby certifies as follows:

1. I am the Deputy Director of the City of Jersey City (City) Department of Public Safety/Division of Fire and have knowledge of the goods and services that the Division of Fire and Emergency Service's needs.

2. The Department of Public Safety/Division of Fire and Emergency Services needs to maintain the personal protective gear of the firefighters.

3. The Department of Public Safety/Division of Fire's recommendation is to award the contract to Minerva Gear Cleaners.

4. The amount of the contract exceeds $17,500.00.

5. This certification is made pursuant to N.J.S.A. 19:44A-20.5.

6. I certify that the foregoing statements are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

Dated: 1/30/17

Jerome Cala, Deputy Director
Department of Public Safety
<table>
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<tr>
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**NOTES:** CLEAN FIRE GEAR IS LOCATED IN PENNSYLVANIA

RAINBOW CLEANERS DOES NOT OFFER THE PICKUP/DELIVERY SERVICE
Date: 01/19/17

To: Louis Strikowsky  
City of Jersey City  
Division of Purchasing  
394 Central Avenue, 3 FLOOR  
Jersey City, NJ 07307

From: Pilar Gonzalez  
Minerva Bunker Gear Cleaners

Reference: Quote City of Jersey City  
Requisition# 0177359

Cleaning, decontamination and inspection Firefighting Protective Gear and accessories

Coveralls (Fabric) $ 5.00 per unit  
Coveralls (Turnout) $60.00 per unit  
Helmets $10.00 per unit  
Boots $12.50 per unit  
Hoods $ 1.25 per unit  
Gloves $ 2.00 per unit  
Coats $17.25 per unit  
Pants $17.25 per unit

Protective Gear and accessories will be pick up and deliver to Fire House.

Price above for cleaning, decontamination, inspection and repair estimate provide to Fire Department. Quote does not include repairs.
A Fresh CHOICE in Gear CLEANING!

✓ WHO WE ARE
Choice CleanGear is the professional choice for cleaning all types and brands of firefighter turnout gear. We use a patented, fully engineered cleaning system in our state of the art facility that completely washes and sanitizes without damaging equipment like many frontal loading wash systems.

In addition to using a unique patented cleaning system, Choice CleanGear is equipped with a staff of fully-trained technicians who specialize in a range of advanced inspection and repair services.

Best of all we guarantee to have your cleaned and inspected gear on the way back to you in less than 72 hours!

✓ WHAT WE USE
Choice CleanGear utilizes the Esporta Wash System, which is clinically proven to kill 99.9997% of the harmful contaminants that can be found in your turnout gear.

✓ THE TECHNOLOGY
The patented technology holds items secure while hydraulically forcing environmentally-friendly manufacturer approved cleaning chemicals through thick padding, foams, leathers, and other items that may be difficult to clean. Variables such as water temperature and drum speed are controlled and monitored to further protect your gear.

✓ TRUSTED WITH GEAR
The Esporta System won’t deteriorate fabrics, reduce the effectiveness of reflective material or the waterproof/fireproof characteristics of the gear, or damage hard goods such as helmets. All the Choice CleanGear processes adhere to NFPA 1851 guidelines to ensure your and your gear are safe for the field.

• 72 Hour Turnaround
• Kills 99.9997%
• NFPA 1851 Compliant

Check out Choice CleanGear’s latest certifications:
• Honeywell First Responder Products NFPA 1851 Training (pdf)
• Globe Advanced Cleaning & Inspection Training (pdf)
• Lion Advanced Inspection Training (pdf)

National Fire Protective Assoc. 1851 is the standard on selection, care and maintenance of structural fire fighting protective gear. Compliance with this standard includes:
• Advanced inspections limited to (desired, necessary, by (min. of every 6 months)
• Documentation (required for all previously mentioned)
• Specialized cleaning (whenever contaminated)

http://www.cleanfiregear.com/
Choice CleanGear: Gear Inspection, Cleaning & Repair Price List

### COAT PRICING

- **ROUTINE CLEAN TURNOUT COAT**: $39.95
- **HAZMAT CLEAN TURNOUT COAT**: $52.95
- **ROUTINE CLEAN EMS COAT**: $29.90
- **HAZMAT CLEAN EMS COAT**: $34.50

### PANT PRICING

- **ROUTINE CLEAN TURNOUT PANT**: $39.95
- **HAZMAT CLEAN TURNOUT PANT**: $52.95
- **ROUTINE CLEAN EMS PANT**: $29.50
- **HAZMAT CLEAN EMS PANT**: $34.50

### GEAR PRICING

- **BELT/HARNESS**: $9.50
- **BOOTS (RUBBER-PAIR)**: $19.75
- **BOOTS (LEATHER-PAIR)**: $26.50
- **EQUIPMENT BAG**: $9.90
- **GLOVES (PAIR)**: $8.50
- **HELMET**: $25.00
- **HOOD**: $6.50
- **SUSPENDERS**: $9.50

### REPAIR

Choice Clean Gear will provide you with a written estimate for your approval prior to any repairs being completed. Choice prices are among the most competitive in the industry.

---

http://www.cleangear.com/rates.php

Copyright © 2009-2013 Choice CleanGear, LLC
**CHOICE CLEANGEAR**

**COAT PRICING**

- Routine Clean Turnout Coat: $39.95
- Hazmat Clean Turnout Coat: $52.95
- Routine Clean EMS Coat: $29.50
- Hazmat Clean EMS Coat: $34.50

**PANT PRICING**

- Routine Clean Turnout Pant: $39.95
- Hazmat Clean Turnout Pant: $52.95
- Routine Clean EMS Pant: $29.50
- Hazmat Clean EMS Pant: $34.50

**GEAR PRICING**

- Belt/Harness: $9.50
- Boots (Rubber-Pair): $19.75
- Boots (Leather-Pair): $26.50
- Equipment Bag: $9.50
- Gloves (Pair): $8.50
- Helmet: $25.00
- Hood: $6.50
- Suspender: $9.50

**REPAIR**

Choice Clean Gear will provide you with a written estimate for your approval prior to any repairs being completed. Choice prices are among the most competitive in the industry.

Copyright © 2009-2013 Choice CleanGear, LLC

http://www.cleanfiregear.com/rates.php

1/13/2017
<table>
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<tr>
<th>Taxpayer Name:</th>
<th>BROADWAY MINERVA CLEANERS LLC</th>
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<tbody>
<tr>
<td>Trade Name:</td>
<td>MINERVA CLEANERS</td>
</tr>
<tr>
<td>Address:</td>
<td>780 EAST 134TH ST</td>
</tr>
<tr>
<td></td>
<td>BRONX, NY 10454</td>
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<tr>
<td>Certificate Number:</td>
<td>1289104</td>
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<tr>
<td>Effective Date:</td>
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<tr>
<td>Date of Issuance:</td>
<td>February 02, 2017</td>
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For Office Use Only:
20170202161128947
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. 10 would bar the award of this contract in the one year period preceding (date of award scheduled for approval of the contract by the governing body) to any of the following named candidate committee, joint candidates committee, or political party committee representing the elected officials of the <name of entity of elected officials> as defined pursuant to N.J.S.A. 19:44A-3((p), (q) and (r).

<table>
<thead>
<tr>
<th>Name of Candidate Committee</th>
<th>Home Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>Steven Fulop for Mayor 2017</td>
<td></td>
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<tr>
<td>Lavaro for Councilman</td>
<td></td>
</tr>
<tr>
<td>Friends of Joyce Waterman</td>
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<tr>
<td>Friends of Daniel Rivera</td>
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<tr>
<td>Gajewski for Council</td>
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<td>Hallanan for Council</td>
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<td>Friends of Richard Bogdano</td>
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<tr>
<td>Michael Tun</td>
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<tr>
<td>Osborne for Council</td>
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</tr>
<tr>
<td>Friends of Councilwoman Diane Coleman</td>
<td></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>JOSEPH XIRAS</td>
<td>154-01 19 Ave, Whitestone NY 1357</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: BROADWAY MINERVA CLEANERS LLC
Signed: JOSEPH XIRAS  Title: MANAGING MEMBER-OWNER
Print Name: JOSEPH XIRAS  Date: 1/27/2017

Subscribed and sworn before me this 27 day of January, 2017.

My Commission expires: 11/08/17

Maria D. Gonzalez  Notary Public State of New York
No. 01GO6213214  Qualified in Queens County
Commission Expires: 11/7/17

(Affiant) (Print name & title of affiant) (Corporate Seal)
C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM
Required Pursuant To N.J.S.A. 19:44A-20.26

This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.

Part I - Vendor Information
Vendor Name: BROADWAY MINERVA CLEANERS LLC/DBA MINERVA DUNKER CLEANERS
Address: 750 E A 134 ST.
City: BRONX State: NY Zip: 10454

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

JOSEPH XIRAS MANAGING MEMBER - OWNER
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>
</table>

☐ Check here if the information is continued on subsequent page(s)
CERTIFICATION OF COMPLIANCE WITH THE CITY OF JERSEY CITY CONTRACTOR PAY-TO-PLAY REFORM ORDINANCE 08-128 ADOPTED ON SEPTEMBER 3, 2008

PART I - Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that

BROADWAY MINERVA CLEANERS LLC (name of business entity) has not made any reportable contributions in the **one-year period preceding 12/31/2006** (date City Council awards contract) that would be deemed to be violations of Section One of the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128 (attached hereto) and that would bar the award of this contract. I further certify that during the term of the contract BROADWAY MINERVA CLEANERS LLC (name of business entity) will not make any reportable contributions in violation of Ordinance 08-128.

PART II - Signature and Attestation:

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

Name of Business Entity: BROADWAY MINERVA CLEANERS LLC

Signed: ___________ Title: Managing Member-Owner

Print Name: Joseph Xinias Date: 1/27/2017

Subscribed and sworn before me this 27th day of January, 2017.

My Commission expires:

MARIA D. GONZALEZ
Notary Public State of New York
No. O1GO6313214
Qualified in Queens County
Commission Expires 1/18/17

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

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

The undersigned vendor further agrees to furnish the required forms of evidence and
understands that their contract/company's bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.A.S.A. 10:5-31 and N.J.A.C. 17:27.

Representative's Name/Title (Print):
Joseph Xiea

Representative's Signature: __________________________

Name of Company: Broadway Minerva Cleaners LLC
dba. Minerva Bunker Gear Cleaners

Tel. No.: 716-728-7400 Date: 1/27/17
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 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, 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.

[Signature]
Representative's Name/Title Print: JOSEPH YRAS-Managing Owner
Representative's Signature: [Signature]
Name of Company: Broadway Minerva Cleaners, LLC
Tel. No.: 762-128-7400
Date: 12/7/17
CERTIFICATE OF EMPLOYEE INFORMATION REPORT RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of 15-NOV-2014 to 15-NOV-2021.

BROADWAY MINERVA CLEANERS LLC
780 EAST 134 STRETT
BRONX NY 10454

FORD M. SCUDDER
Acting State Treasurer
Minority/Woman Business Enterprise (MWBE)
Questionnaire for Bidders

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

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

Business Name: Broadway Minerva Cleaners, Inc.

Address: 760 Cost Street, Bronx, NY 11044

Telephone No.: 718.728.7400

Contact Name: Joseph Xires

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 AN AMENDMENT TO A CONTRACT WITH PRICEWATERHOUSECOOPERS PUBLIC SECTOR LLP TO PROVIDE PROGRAM MANAGEMENT AND RELATED SERVICES FOR VARIOUS PROGRAMS ADMINISTERED BY THE DIVISION OF COMMUNITY DEVELOPMENT

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, the City of Jersey City's (City) Division of Community Development (Division) administers various programs that are funded by the United States Department of Housing and Urban Development (HUD); and

WHEREAS, Resolution 16.301, approved on May 11, 2016, authorized the City to use the Competitive Contracting Law, N.J.S.A. 40A:11-4.1 et seq., to award a contract to perform program management and related services for the Division; and

WHEREAS, the City needs these services to ensure that it continues to be eligible to receive federal grants for various programs that the City offers to its residents; and

WHEREAS, the City advertised for proposals and received two proposals; and

WHEREAS, a committee appointed by the City's Business Administrator pursuant to N.J.A.C. 5:34-4.3 reviewed the proposals and recommended that the contract be awarded to PricewaterhouseCoopers Public Sector LLP (PWC); and

WHEREAS, Resolution 16.774, approved on November 22, 2016, awarded a two year contract in the amount of $154,702.00 to PWC to provide these services; and

WHEREAS, the City and PWC have not executed a contract because PWC has requested that the contract include a provision that limits its liability to the City to the sum of $2,000,000.00 which is the amount of its professional liability insurance policy; and

WHEREAS, the City needs to have these services provided immediately in order to respond to a HUD audit of the Division's programs.
RESOLUTION AUTHORIZING AN AMENDMENT TO A CONTRACT WITH PRICEWATERHOUSECOOPERS PUBLIC SECTOR LLP TO PROVIDE PROGRAM MANAGEMENT AND RELATED SERVICES FOR VARIOUS PROGRAMS ADMINISTERED BY THE DIVISION OF COMMUNITY DEVELOPMENT

NOW, THEREFORE, Be it resolved by the Municipal Council of the City of Jersey City that:

1. The above recitals are incorporated herein by reference; and

2. The City agrees to include in its contract with PWC a provision limiting PWC's liability to the City to the sum of $2,000,000.00.

APPROVED:

[Signature]

Business Administrator

APPROVED AS TO LEGAL FORM

[Signature]

Corporation Counsel

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 2.22.17

<table>
<thead>
<tr>
<th>COUNCILPERSON</th>
<th>AYE</th>
<th>NAY</th>
<th>N.V.</th>
<th>COUNCILPERSON</th>
<th>AYE</th>
<th>NAY</th>
<th>N.V.</th>
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<th>N.V.</th>
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<td>LAVARRO, PRES</td>
<td>✓</td>
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✓ Indicates Vote
N.V.-Not Voting (Abstain)

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

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

Full Title of Ordinance/Resolution

| RESOLUTION AUTHORIZING AN AMENDMENT TO A CONTRACT WITH PRICEWATERHOUSECOOPERS PUBLIC SECTOR LLP TO PROVIDE PROGRAM MANAGEMENT AND RELATED SERVICES FOR VARIOUS PROGRAMS ADMINISTERED BY THE DIVISION OF COMMUNITY DEVELOPMENT |

Project Manager

<table>
<thead>
<tr>
<th>Department/Division</th>
<th>Name/Title</th>
<th>Phone/email</th>
</tr>
</thead>
<tbody>
<tr>
<td>HEDC</td>
<td>Carmen Gandulla</td>
<td>201-547-5304</td>
</tr>
<tr>
<td>Community Development</td>
<td>Director</td>
<td><a href="mailto:cgandulla@jcnj.org">cgandulla@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 Division of Community Development (Division) administers various programs that are funded by the United States Department of Housing and Urban Development (HUD). Resolution 16.301, approved on May 11, 2016, authorized the City to use the Competitive Contracting Law to award a contract to perform program management and related services for the Division. The City needs these services to ensure that it continues to be eligible to receive federal grants for various programs that the City offers to its residents. The City advertised for proposals and received two proposals. Resolution 16.774, approved on November 22, 2016, awarded a two year contract in the amount of $154,702.00 to PricewaterhouseCoopers Public Sector LLP (PWC) to provide these services. The City and PWC have not executed a contract because PWC has requested that the contract include a provision that limits its liability to the City to the sum of $2,000,000.00 which is the amount of its professional liability insurance policy. This resolution authorizes the contract amendment.

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

| $154,702.00         | Two years           |

Type of award  Competitive Contracting

If “Other Exception”, enter type

Additional Information

I certify that all the facts presented herein are accurate.

[Signature of Department Director]  2/9/17
TITLE: RESOLUTION AUTHORIZING THE RENEWAL OF A PROFESSIONAL SERVICES AGREEMENT WITH APRUZZESE, MCDERMOTT, MASTRO & MURPHY TO REPRESENT THE CITY OF JERSEY CITY IN NEGOTIATIONS WITH THE JERSEY CITY FIREFIGHTERS LOCAL 1066 CONTRACT

COUNCIL approved and moved adoption of the following resolution:

WHEREAS, the City of Jersey City requires the services of an attorney to represent the City of Jersey City in the contract negotiations with the Jersey City Firefighters Local 1066; and

WHEREAS, Resolution 16.057, approved on January 27, 2016, awarded a one year professional services contract effective February 1, 2016 to Apruzzese, McDermott, Mastro & Murphy; and

WHEREAS, Apruzzese, McDermott, Mastro & Murphy agreed to provide services at an hourly rate of $150.00 per hour, including expenses, for a total contract amount not to exceed $50,000; and

WHEREAS, the City of Jersey City (City) awarded the contract to Apruzzese, McDermott, Mastro & Murphy under the “fair and open process” of the Pay-to-Play Law, N.J.S.A. 19:44A-20.4 et seq.; and

WHEREAS, N.J.S.A. 40A:11-15 limits the term of a professional services contract to twelve months; and

WHEREAS, the lawsuit is still ongoing and it is necessary for the City to renew its professional services contract with Apruzzese, McDermott, Mastro & Murphy for an additional twelve month period; and

WHEREAS, Apruzzese, McDermott, Mastro & Murphy 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, a temporary encumbrance in the amount of $10,000 is available in account # 17-01-201-20-155-312; and

WHEREAS, $22,857.22 was paid out to Apruzzese, McDermott, Mastro & Murphy in calendar year 2016 and the remaining funds of $27,142.88 will be made available in account # 17-01-201-20-155-312 in the calendar year 2017 temporary and/or permanent budgets.

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 Apruzzese, McDermott, Mastro & Murphy is renewed for a one year period effective February 23, 2017;

2. The award of this contract shall be subject to the condition that Apruzzese, McDermott, Mastro & Murphy provides satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et seq;

3. Pursuant to N.J.A.C. 5:30-5.5(a), the continuation of this contract after the expenditure of funds encumbered in the 2017 calendar year temporary budget shall be subject to the appropriation of sufficient funds in the 2017 calendar year permanent budget.

4. The Mayor or Business Administrator is hereby authorized to execute the renewal agreement in substantially the form attached subject to such modification as the Corporation Counsel deems appropriate or necessary.

5. A copy of this resolution will be published in a newspaper of general circulation in the City of Jersey City as required by law within (10) days of the adoption of the resolution.

6. A copy of the Certification of Compliance with the City of Jersey City's Contractor Reform Ordinance, attached hereto and incorporated herein by reference, shall be placed on file with this resolution.

I, Donna Mauer, Chief Financial Officer hereby certify that there are sufficient funds available in Account# 17-01-201-20-155-312. Temporary encumbrance: $10,000 PO# 124049.
Outside Counsel Agreement

This Agreement dated the _____ day of ____________________, 2017 between the City of Jersey City, a municipal corporation, with offices at 280 Grove Street, Jersey City, New Jersey 07302 ("City") and, Apruzzese, McDermott, Mastro & Murphy, Somerset Hills Corporate Center, 25 Independence Blvd., Warren, NJ 07059 ("Special Counsel"). The Corporation Counsel of the City of Jersey City has selected Special Counsel to serve as Outside Counsel in connection with the representation of the City of Jersey City in contract negotiations with the Jersey City Firefighters Local 1066 Contract.

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

I. CONFLICTS OF INTEREST

A. Initial Conflicts Check.

Outside Counsel must be sensitive both to direct conflicts of interest that representation of the City and other clients poses, and to the less direct, but nevertheless serious, conflicts that may arise from the same firm’s advocacy, on behalf of other clients, of positions conflicting with important City interests. Prior to Outside Counsel’s engagement, Outside Counsel shall carefully review whether any conflicts of either type exist and, if so, bring those conflicts to the attention of the Corporation Counsel. The City shall be promptly informed of and consulted with respect to all potential conflicts. Although issue conflicts may not necessarily result in a disqualification of Outside Counsel, the City shall be consulted before Outside Counsel accepts an engagement that will require the firm to advocate a position that may be adverse to a City legal interest or otherwise prejudicial to the interests of the City. The City in its sole discretion shall, after consultation with Outside Counsel, determine whether an impermissible conflict exists, or whether other circumstances exist that would undermine the public’s confidence if representation by Outside Counsel continued.

Outside Counsel’s acceptance of an engagement on a matter without written disclosure of any conflicts constitutes Outside Counsel’s representation that it has conducted an appropriate conflict check and no conflict exists.

B. City Conflicts.

The City has a duty to protect the public interest. As part of this responsibility, the City sets policies to ensure that the legal system operates in a manner that safeguards the public’s
confidence in the integrity and impartiality of its administration. For this reason, in addition to insisting that its attorneys follow the Rules of Professional Conduct, the City prohibits Outside Counsel that represent the City, while such matter is pending, from:

(1) Representing private parties before the City or any of its boards, proceedings, commissions or autonomous agencies in adversarial, transactional or non-adversarial proceedings. Outside Counsel also may not, on behalf of a private client, lobby the City or any City department.

(2) Representing private parties in any matter in which the City also is a party, if the private party has interests adverse to the City.

(3) Representing a private client with interests adverse to the City.

(4) Representing another client if that representation would present a substantial risk that Outside Counsel's responsibilities to the City would limit its ability to provide independent advice or diligent and competent representation either to the City or the other client.

(5) Representing another client where the Outside Counsel's knowledge of the City's legal positions or strategy, derived from its representation or prospective representation of the City, could be used to the advantage of the other client or the disadvantage of the City.

C. Continuing Obligation.

The obligation to disclose conflicts continues throughout the course of the representation. Outside Counsel must review conflicts of interest on an ongoing basis as new matters are opened. Any new attorney/client relationships that potentially create a conflict shall be reported to the Corporation Counsel immediately.

D. Attorney-Client Privilege Group/No Representation of Other Persons/Entities Absent Approval.

Outside attorneys engaged to represent the City (as opposed to a named person) shall consider themselves to have formed an attorney-client relationship only with the City, and not any of its individual employees. When speaking with current or former employees of the City, Outside Counsel shall, as appropriate, advise those employees that although their dialogue will be considered attorney-client communications to the fullest possible extent, counsel's responsibility is to the City and they do not represent those employees in their individual capacities. As a matter proceeds, if employees of the City will be examined under oath or interviewed in other adverse contexts, and if Outside Counsel believe it advisable for them to represent the employees in their individual capacities at such events, Outside Counsel must obtain the Corporation Counsel's advance consent before agreeing to represent such persons in their individual capacities. The Corporation Counsel, in consultation with other City personnel,
will determine if it is appropriate for the individual to receive representation and, if so, by whom.

Outside Counsel who are engaged to represent both an entity and employees of that entity simultaneously shall take all necessary steps to ensure the continuing absence of conflicts, and to preserve their ability to continue representing the entity in the event that conflicts develop between the entity and individual clients.

II. WORKING RELATIONSHIP

A. Identification of Objectives/Relationship Attorney.

The Corporation Counsel or his designee will be Outside Counsel’s principal and regular point of contact for financial and strategic decisions. Only the Corporation Counsel or his designee has authority to direct Outside Counsel in the handling of the matter. If a City employee other than the Corporation Counsel or his designee asks Outside Counsel to proceed in a certain fashion or to perform certain activities with respect to a specific legal matter, Outside Counsel shall report the request to the Corporation Counsel and obtain direction prior to proceeding.

Outside counsel shall designate an Attorney to be the Corporation Counsel’s principal contact. In all matters, the City remains ultimately responsible for making all substantive decisions and determining the costs and benefits of contemplated legal activity. In many matters, City attorneys will act as full co-counsel and be engaged with Outside Counsel in the day-to-day conduct of the case. In matters where Outside Counsel is handling that day-to-day conduct without City personnel as co-counsel, the City shall be consulted on a regular basis throughout the course of Outside Counsel’s engagement and to be kept fully informed of the current status and proposed course of the matters assigned to Outside Counsel’s firm. All strategic, tactical, staffing (including any proposed staffing changes) and significant resource allocation decisions about City legal matters must be made in collaboration with the Corporation Counsel.

B. Early Case Assessment/Cost Assessment.

Each complex matter is to be thoroughly evaluated at its outset. The same applies to actions in which the City is the plaintiff, except that the analysis will be performed before the case is filed. In any matter, Outside Counsel shall provide an early case assessment that includes analysis of (1) likely costs to the City from the process, (2) possible outcomes, indicating the likelihood of each, and (3) strategy and tactics for termination or resolution. The format of the early case assessment may vary from a formal written document to a verbal briefing or a combination of a written budget with a verbal briefing on other aspects of the case.

Please note that time spent preparing a budget is not billable, but counsel may bill for time spent preparing an early case assessment or a recommended discovery plan.
The City places significant reliance on cost estimates and Outside Counsel shall prepare them with care. Although the City understands that unanticipated events may have an impact on costs, the City shall be consulted promptly if Outside Counsel believes that the most recent cost estimate provided is no longer accurate. Should total fees or costs exceed the agreed budget, or should fees or costs for a phase of the case exceed the agreed estimate for that phase, without adequate explanation in advance that the increased expense will be necessary, the City may require that an increased discount be applied to unanticipated fees or costs and reserves the right not to pay Outside Counsel for any amounts incurred or expended in excess of the approved budget or estimate.

For bond matters and other transactional engagements, counsel may be expected to provide a fee cap for the transaction, approved by the City, prior to commencing work. Only where a transaction materially changes in scope will the City consider revisions to an agreed fee cap. No payments above the agreed fee cap shall be made unless and until a revised fee cap has been approved in writing by the Director of the City or his/her designee.

C. **Staffing.**

Unless otherwise agreed, the senior attorney retained shall be directly and ultimately responsible for the entire assignment. The day-to-day involvement of that senior attorney, however, shall be appropriate to the magnitude of the matter and the efficiency required for a timely, cost effective, quality work product. When a senior attorney can handle an assignment most efficiently (based on skill and experience), that senior attorney shall complete the assignment.

The City shall be billed for only one attorney to attend events such as depositions, witness meetings, settlement conferences, negotiations and meetings with other parties' counsel. The City recognizes that in more complex matters and those with multiple work-streams, it may occasionally be appropriate for multiple attorneys to attend significant events and for members of the team to consult with each other. The City insists, however, that no more than the minimum number of attorneys necessary to an event attend, that billable internal conferences and charges for drafting and reading internal email correspondence occur only when absolutely required, and that the Corporation Counsel be regularly informed both of the number of attorneys who will attend significant events and the reason for the attendance of each billing timekeeper.

The City believes that it is most efficient for a single attorney or group of attorneys to handle a matter from beginning to end and Outside Counsel shall strive for such continuity. The City will not pay for learning time that may result from staffing changes at Outside Counsel's firm. In addition, the City will not reimburse Outside Counsel for any routine training or supervisory time, including time spent at seminars, unless specifically approved in advance and included as part of the budget. The City will not ordinarily pay for summer associate time unless such time
has been identified as part of the approved staffing plan for appropriate work. The City will not pay for time submitted by librarians; secretaries; billing, filing, docketing or document clerks; internal messengers/couriers; temporary or clerical support staff; word processors; and IT professionals other than electronic discovery specialists serving a function similar to that of paralegals/case managers. The City also will not pay for time billed by attorneys or paralegals to perform tasks (filing, indexing, etc.) that could and should have been handled by support personnel.

D. Settlement.

Outside Counsel shall have no settlement authority unless and until such authority is explicitly conferred on them by the Corporation Counsel. If Outside Counsel believes that settlement should be pursued, Outside Counsel must seek instructions in this regard from the Corporation Counsel, and not pursue formal or informal settlement discussions without the Corporation Counsel’s approval. Outside Counsel shall immediately inform the Corporation Counsel of any settlement proposal or overture, formal or informal, by the opposing party or counsel. Please note that under no circumstances can the City agree to designate a settlement agreement as confidential. All City settlement records are, by definition, public documents.

E. Media Relations/Law Firm Advertising.

The City does not authorize outside counsel or vendors to comment publicly in any manner on any aspect of the City’s legal matters. All media inquiries relating to the City shall be referred promptly to the Corporation Counsel and discussed with the Corporation Counsel before responding to the media contact in any manner. This includes even “no comment” or other non-substantive responses. If time is of the essence and Outside Counsel cannot reach the Corporation Counsel, the Press Secretary in the Office of the Mayor shall be contacted.

The City does not permit Outside Counsel to advertise or promote their relationship with the City, other than by listing the City as a representative client.

F. Engagement of E-Discovery and Other Vendors, Including Experts.

Before engaging any vendor, including electronic discovery firms and experts, lobbyists or other consultants (in each case, a “vendor”), Outside Counsel must pre-clear that engagement with the Corporation Counsel, unless the Corporation Counsel has explicitly granted exceptions to this preclearance requirement. The City will not be responsible for vendor fees or costs unless that vendor’s engagement was pre-approved by the City. The City may require Outside Counsel to engage vendors with which the City has master contracts or preferred pricing arrangements, and always will insist on engagement of the lowest-cost vendor qualified to handle a task (understanding that complex tasks may require vendors with specialized expertise).
Outside Counsel will pay all third-party service providers directly and will bill the City for those services’ detailed disbursements included in monthly invoices. This City will not accept separate invoices from service providers directly to the City for payment.

Outside Counsel has the responsibility to ensure that there are no conflicts between any vendor and the City. In addition, all vendors must execute the confidentiality agreement attached as Appendix A. The fee and disbursement policies as outlined in this Agreement shall be made available to, and followed by vendors. It is Outside Counsel’s responsibility to confirm that all third party billings comply with this Agreement.

Vendor payment arrangements shall be discussed in advance with the Corporation Counsel. In general, Outside Counsel shall contract with vendors themselves and pay the third party invoices directly, incorporating those invoices into their own bills to the City and including appropriate detail for reasonable review by City personnel. The City may request Outside Counsel to provide full copies of vendor invoices; Outside Counsel therefore shall retain those invoices in accordance with IRS guidelines. The Corporation Counsel may approve other payment arrangements, including (in rare cases) direct contracting with and payment by the City.

When engaging court reporting services, Outside Counsel shall request only one transcript (electronic or hard copy). The City will not reimburse charges for additional transcripts.

G. Adherence to Ethical Standards.

The City conducts itself in accordance with the highest ethical standards and expects the same of its Outside Counsel. No City employee ever has authority to instruct Outside Counsel to act in an unethical manner. If Outside Counsel believes that a City employee has engaged or will engage in illegal or unethical activity, Outside Counsel must immediately advise the Corporation Counsel. The City will terminate its relationship with any Outside Counsel who, in the City’s sole discretion, fails to adhere to the foregoing ethical standards.

At all times, Outside Counsel will remain aware of and in compliance with each of the City’s “Pay-to-Play” ordinances and any amendments thereto.

H. Gratuities.

City officers and employees are prohibited from accepting any gift, favor, service or other thing of value related in any way to the City officer’s or employee’s public duties. In addition, any vendor to the City is prohibited from offering a gift or other thing of value to a City officer or employee with which the vendor transacts business or offers to transact business. Any City officer or employee is prohibited from soliciting a gift or thing of value from a City vendor. This includes charitable donations made in the name of a City employee.
The City reserves the right to amend this Agreement from time to time, providing written notification to Outside Counsel within thirty (30) days of the effective date of any substantive changes. Failure to accept amendments may result in the termination of services from the City.

I. Malpractice Insurance.

Outside Counsel representing the City shall maintain malpractice insurance coverage that is reasonable and prudent in relation to the types and sizes of matters handled. Outside Counsel shall, upon request, promptly provide the Corporation Counsel with copies of any applicable policies required under this section, and/or a certificate of insurance. Each policy provided must be certified by the agent or underwriter to be a true copy. If Outside Counsel does not have coverage or if coverage is cancelled and not immediately replaced with comparable coverage, Outside Counsel must immediately report this to the Corporation Counsel.

J. File Retention.

For Litigated Matters: Outside Counsel shall retain pleadings, correspondence, discovery materials, deposition transcripts and similar documents and work product for a period of no less than seven (7) years from the date the matter is concluded or for the time period specified by rule or law in the jurisdiction in which the matter was pending, whichever is longer. Beyond this period, Outside Counsel shall notify the City in writing no less than sixty (60) days prior to destroying any file. Along with the written notification, Outside Counsel shall submit an inventory of any original City documents contained in the file to be destroyed and a representation that any electronic version of the file will also be destroyed or deleted.

For Bond and Other Transactions, and Advice Matters: Documents shall be retained in accordance with the same policies applicable to litigated matters unless applicable law mandates any longer retention schedule. However, bond counsel and transactional/advice counsel shall retain all transcripts of transactions and memoranda of advice indefinitely unless otherwise directed by the Corporation Counsel.

III. Billing

A. Rates.

Outside Counsel shall be compensated at the rate of $150.00 per hour, including expenses. The total amount of this agreement shall not exceed $27,142.88.

The City will pay for actual services rendered in Requests for Qualifications or otherwise agreed to in advance. At the time of Outside Counsel’s initial engagement, Outside Counsel shall furnish the Corporation Counsel with a schedule of billing rates for partners, associates and all other timekeepers expected to bill time against the matter for review and approval prior to billing time to the City. Because of City procurement rules, the rates
applicable at the inception of each specific matter must remain in effect for the duration of that matter.

Hourly rates shall include all overhead costs (see Acceptable Fees/Charges, below), none of which shall be included in disbursements.

Time must be billed in 0.1 hour increments and on a per-task basis. The time entry description must be specific, detailing the action taken and the subject matter. Absent prior consent, the City will not pay for more than ten (10) hours of time by a single timekeeper in a single day, but the Corporation Counsel may increase that number of permissible hours in matters of special urgency or where cases are in or approaching trial.

Outside Counsel shall bear in mind that invoices may be disclosed pursuant to the City's open records laws and that courts may not sustain assertions of privilege by the City. Although the City will endeavor to redact privileged information before releasing bills for public consumption, Outside Counsel shall, to the extent practicable and consistent with the need to fully inform the City of its activities and to allow the City to evaluate the reasonableness of billing narratives, avoid the inclusion of privileged matter in invoices.

B. Invoicing Policy.

All invoices must be submitted to the Corporation Counsel.

For litigation, advice, and non-bond transactional matters, Outside Counsel generally are expected to submit monthly invoices within thirty days of the conclusion of the billing period, absent the City's prior consent to a longer delay. All charges must reflect the work performed within the billing period or a reasonable time before the billing period. Absent good cause, as defined by the City, the City will not pay for services or expenses incurred more than 90 days prior to the date the invoice is submitted. For bond matters, Outside Counsel are expected to submit their invoice within thirty days of the conclusion of the transaction.

Absent a specific agreement to an alternative fee arrangement, Outside Counsel fees shall be computed by applying the negotiated hourly rate to the time for the services expended. Hours shown must accurately reflect the time spent on the described activity and must either be the exact amount of time or the exact time rounded down to the nearest one-tenth of an hour. Block billing—grouping multiple activities under a single time charge—will not be accepted, and the City will not pay for any time recorded in a block fashion unless this requirement is waived by the Director of the City of Law or his or her designee.

Every bill from Outside Counsel is deemed to be a certification by the firm and billing partner that all legal services and disbursements reflected on the bill are reasonable for the legal matter involved and necessary for the proper provision of legal services to the City. The City may deduct certain fees and charges that are inconsistent with this Agreement.
The City reserves the right to audit all fee and disbursement details that Outside Counsel submit, as well as the corresponding legal file. The City will promptly terminate the services of any Outside Counsel whose billing practices raise questions about the Outside Counsel’s integrity, honesty or compliance with the applicable rules of professional conduct or this Agreement.

C. **Invoice Format.**

Each invoice will include the following minimum requirements:

- Unique invoice number
- Invoice date
- Matter name
- Outside Counsel's matter number
- Date(s) services were performed
- Timekeeper name or ID
- Timekeeper title or level
- A narrative description of the services provided or tasks performed for each specific task. The description shall clearly state the nature of the task performed sufficient to allow the City to determine why it was necessary. Incomplete or vague charge descriptions are unacceptable. Examples of incomplete or vague charges include, but are not limited to: 'analysis', 'review file', 'conference', 'attention to matter'; 'worked on discovery', 'work on file', 'prepare for meeting', 'misc.', and 'other'
- Time entry to the nearest tenth (.10) of an hour
- Timekeeper rate
- Charge total
- Detail of reimbursable expenses and disbursements at actual cost

The detailed billing report from Outside Counsel’s system will provide this information. If Outside Counsel provides services on more than one matter during a billing period, a separate invoice for each matter is required.

D. **Acceptable Fees/Charges.**

**Overhead charges may not be billed.** The City will not reimburse Outside Counsel for basic support services, which the City deems to be part of Outside Counsel’s overhead and built into its rates. The City will not pay for any of the following items under any circumstances:

- Billing inquiries
- Opening and closing files
- Internal filing
- Secretarial services (including overtime charges)
• Word processing or proofreading
• Maintenance of a calendar or tickler system
• Investigating potential conflicts
• Preparing budgets
• Library usage (including book purchases or subscriptions) or library staff time
• Office supplies
• Conference room charges

E. **Basic legal research may not be billed.**

Outside Counsel shall be familiar with the basic substantive law at issue in the matter for which the firm was retained, and the City shall not be charged for this type of research. If legal research benefits other clients, only the proportionate share of that cost shall be billed to the City. The City shall also benefit from previously prepared briefs and memoranda, and when such briefs or memoranda exist, will pay only for actual time spent updating or tailoring the same. All other anticipated legal research shall be addressed in Outside Counsel’s proposed budget. Legal research projects necessary in a particular litigation assignment must be approved in advance by the Corporation Counsel before the research is commenced.

The City will pay only for the actual time spent by Outside Counsel or other approved timekeeper conducting the research. As explained *infra*, fees charged by electronic or other research services, including library fees, Westlaw, Lexis and other online services are considered general overhead and are not reimbursable.

F. **Out-of-pocket costs must be itemized and passed through with no markup.**

The City will reimburse Outside Counsel for reasonable, documented and itemized out-of-pocket disbursements and costs incurred on behalf of the City, with the exceptions and limitations set forth in this Agreement. Outside Counsel’s invoices to the City shall reflect the actual cost and shall not include any markup. All disbursements must be fully itemized with a description sufficient for review, identifying the number of units, price per unit and total cost. The City may refuse to pay for disbursements billed as ‘miscellaneous,’ billed in a group (e.g., Travel Expenses - $4,000.00) or disbursements without descriptions.

G. **Prohibited disbursements.**

The City considers certain disbursements to be part of a law firm’s overhead and will not pay such charges. These items include:

• Rent (including temporary office space)
• Westlaw, Lexis and other legal database services
• Cost or usage of computers or mobile devices or internet service charges
• Equipment rental

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- Storage charges
- Catering for internal meetings
- Meals (except during business travel, and then limited to $70 per day)
- Mileage for short trips (<30 miles one way)
- Travel costs exceeding discounted, non-refundable coach fares except where excess costs have been approved in advance
- Telephone charges
- Facsimile charges
- Allocated charges from a firm's blanket service agreements with outside vendors

H. Copying/scanning.

Copying charges may be billed to the City at the lesser of the most favorable rate applied by Outside Counsel or five cents per page. The City will reimburse for document scanning at Outside Counsel firm's regular rate, up to a maximum of five cents per page, for document productions, but the City will not pay time charges associated with scanning, and there shall be no charges associated with the scanning and filing of court papers and correspondence. Every effort shall be made to minimize scanning expenses by working with documents in electronic format whenever possible.

I. Couriers and Overnight Mail.

The City will reimburse for actual charges billed to Outside Counsel for deliveries (including overnight express) that are necessary in the interest of speed and reliability. Outside Counsel shall use the lowest cost service consistent with need and reliability, and to arrange schedules, whenever practicable, to avoid the need for premium-priced couriers. Outside Counsel shall use less expensive means, such as email (encrypted, when necessary) or regular mail where it is practical to do so.

J. Travel Expenses.

All air and rail travel must be first approved by the Corporation Counsel, ideally as part of the case budget. Outside Counsel shall use good judgment in selecting hotels and restaurants and incurring expenses for which the taxpayers are to be charged. Outside Counsel shall use alternatives to travel such as conference calls or videoconferences whenever practicable. If the travel involves another client, the City may be billed only for its proportionate share of both time and related expenses. Non-working travel time is not billable without the Corporation Counsel's prior approval.
K. **Reimbursement of Meals for Overnight Travel.**

The City will reimburse for meals consumed while traveling overnight on City business, but limited (absent prior approval) to no more than seventy dollars ($70) per person, per day. Under no circumstances will the City reimburse costs for alcoholic beverages.

L. **Maintenance of Expense Records.**

To ensure compliance with the City’s reimbursement policies, Outside Counsel shall require itemization of out-of-pocket expenses such as airline tickets, meals and hotel bills before making reimbursement to any attorney, employee or third party, and maintain original receipts. Travel and meal expenses and receipts may be audited and shall be retained by Outside Counsel in accordance with applicable IRS guidelines. Unless requested to do so by the City, Outside Counsel shall not forward copies of travel and meal expense receipts to the City with the firm’s invoices.

M. **Personal Expenses Not Reimbursable.**

Please take care to distinguish between personal expenses and properly chargeable business expenses. The City will not reimburse for, among other things, recreation fees, salon or spa charges, pay-per-view movies or other personal entertainment charges, airline baggage charges, travel agency expenses, shoe shines, toiletries, dry cleaning or laundry (except in the unlikely event travel of more than seven days’ duration is required), or luggage.

N. **Vendor discounts must be passed through.**

If Outside Counsel receives a discount or rebate from a vendor based on the aggregate level of business with that vendor, such discount shall be disclosed and the City shall receive the benefit on a proportionate basis. This does not include frequent-flyer miles or similar perquisites allocated to individual travelers.

**IV. COMPLIANCE WITH AFFIRMATIVE ACTION PLAN**

(a) If the Agreement exceeds $40,000.00, it shall be subject to the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et seq.

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

1. A supplemental Affirmative Action Agreement pursuant to N.J.S.A. 10:5-31 et seq. (for contracts which exceed $40,000.00). The Affirmative Action Agreement is attached hereto as Exhibit "B" and is incorporated herein by reference.
2. An Affirmative Action Employee Information Report (form AA-302) (for contracts which exceed $40,000.00).

V. CITY OF JERSEY CITY LOBBYIST DISCLOSURE ORDINANCE

This contract was awarded in accordance with the provisions of the City’s Disclosure of Lobbyist Representative Status Ordinance §3-9.1 et seq. adopted on June 12, 2002. As such the undersigned does hereby attest that Contractor either did not retain the services of a lobbyist to lobby on behalf of the Contractor for the award of this contract, or if a lobbyist was retained by the Contractor for such purposes, the Contractor’s lobbyist, prior to commencing his/her lobbying activities, filed a notice of lobbyist representative status form with the City Clerk. Any Contractor whose lobbyist failed to comply with the provisions of Ordinance §3-9.1 et seq., following notice and an opportunity to be heard, shall be disqualified from entering into contracts with the City for a period of two (2) years for each violation.

VI. CONFIDENTIALITY

In the course of representing the City, Outside Counsel will frequently gain access to nonpublic and confidential information. The City requires Outside Counsel to maintain the confidentiality of such information both during and after the course of Outside Counsel’s representation of the City. Outside Counsel must have in place appropriate procedures to ensure the protection of all such information. In the event the representation requires Outside Counsel to become privy to protected personally-identifiable information about any person, such as health or financial records, Social Security numbers or other such information, then this information must be handled with the utmost care both within facilities in Outside Counsel’s control, and certainly when that information is being transported. Under no circumstances shall such confidential information be transported outside Outside Counsel’s offices—either physically or over the public internet—unless the information is appropriately encrypted. In the event information is compromised or potentially compromised, Outside Counsel must notify the City immediately.

Outside Counsel must follow all statutory, regulatory, and ethical provisions relating to privacy, confidentiality and nondisclosure of all privileged, proprietary and confidential information. Outside Counsel must take appropriate measures to ensure that all legal and nonlegal personnel are familiar with this requirement and are effectively supervised in this regard.

Vendors to whom Outside Counsel gives access to confidential or proprietary material of the City (including work product) must sign the confidentiality agreement attached as Appendix A. It is the responsibility of Outside Counsel to obtain a signed confidentiality agreement from each vendor and to retain those agreements.
This Confidentiality Section, and the corresponding Confidentiality Agreement attached as Appendix A, is above and beyond any relationships or privileges held or created separate and apart from this Agreement.

VII. NEW JERSEY BUSINESS REGISTRATION REQUIREMENTS

Outside Counsel shall provide written notice to its subcontractors of the responsibility to submit proof of business registration to the contractor.

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

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

A business organization that fails to provide a copy of a business registration as required pursuant to section 1 of P.L.2001, c.134 (C.52:32-44 et al.) or subsection e. or f. of section 92 of P.L.1977, c.110 (C.5:12-92), or that provides false business registration information under the requirements of either of those sections, shall be liable for a penalty of $25 for each day of violation, not to exceed $50,000 for each business registration copy not properly provided under a contract with a contracting agency.

VIII. TERMINATION

The City reserves the right to terminate the within Agreement at any time for any reason whatsoever, in which event Outside Counsel shall be paid for services due up to the date of termination. Thereafter, this Agreement shall be considered null and void with no further rights or obligations emanating therefrom. Unless sooner terminated or renewed, this contract shall be for a term of one (1) year commencing on the date the contract is executed by City officials.

IX. GENERAL TERMS

A. Governing Law/Jurisdiction.

This Agreement will be interpreted in accordance with, and governed by, the laws of the State of New Jersey. The courts of the State of New Jersey will have exclusive jurisdiction and the parties irrevocably attorney to the jurisdiction of such courts.
B. **Counterparts Clause.**

This Agreement may be executed by e-mail in counterparts all of which will be deemed originals and legally binding once delivered to each of the other parties' authorized e-mail addresses and such delivery is acknowledged by reply e-mail. Although not necessary to legally bind the parties, each party agrees to promptly circulate signed originals in sufficient number to the other parties for record-keeping purposes after completing the e-mail execution and delivery. All counterparts when executed and delivered (by e-mail or in paper form) will be construed together to be an original and will constitute one and the same agreement.

By accepting an engagement by the City, law firms will be deemed to have familiarized themselves with this agreement and to have agreed to adhere to it in all respects, now and as they may be amended from time to time upon written notice and acceptance. This acceptance is a matter both of contract and professional responsibility.

**Attest:**

Robert Byrne  
City Clerk

**City of Jersey City**

Robert Kakoleski  
Business Administrator

**WITNESS:**

Apruzzes, McDermott, Mastro & Murphy

By:  
Firm:
APPENDIX A

CONFIDENTIALITY AGREEMENT

(Subcontractor), as a contractor of Outside Counsel retained by the City of Jersey City (the “City”) pursuant to an “Outside Counsel Agreement” dated ________________________, hereby acknowledges and agrees as follows:

1. All documents and data, including but not limited to financial, statistical, personnel, customer and/or technical documents, owned or supplied by the City to the Subcontractor, shall be treated as confidential (Documents and Data). The Subcontractor shall take all necessary and reasonable precautions to ensure that the City’s Documents and Data are safeguarded. Use of the Documents and Data is strictly limited to that use necessary to complete the scope of work agreed upon, which may include disclosure to employees, officers or agents of any subcontractor assisting with the scope of work. Any other use, and any sale or offering of the Documents and Data in any form by the Subcontractor, or any individual or entity in the Subcontractor’s charge or employ, will be considered a violation of this Confidentiality Agreement and may result in termination of the agreement between Subcontractor and the law firm retained by the City, and the Subcontractor’s suspension or debarment from City contracting. In addition, such conduct may be reported to the appropriate authorities for possible criminal prosecution.

2. Subcontractor shall be responsible to ensure that all agents and individuals or entities in the Subcontractor’s charge or employ adhere to this Confidentiality Agreement. A breach of confidentiality by any individual or entity in the Subcontractor’s charge or employ will be considered a violation of this Confidentiality Agreement by the Subcontractor.

3. In the event that Subcontractor, its agent or any individual or entity in the Subcontractor’s charge or employ receives a subpoena, demand, or other request for any of the City’s documents or data, Subcontractor shall promptly notify the City and shall not turn over any of the City’s documents or data.

4. The Subcontractor shall comply with all applicable City and Federal laws that require the notification of individuals in the event of unauthorized release of personally-identifiable information or other event requiring notification. In the event of a breach of any of the Subcontractor’s confidentiality obligations or other event requiring notification under applicable law (“Notification Event”), the Subcontractor agrees to assume responsibility for informing all such individuals in accordance with applicable law and to indemnify, hold harmless and defend the City and its trustees, officers, and employees from and against any claims, damages, or other harm related to such Notification Event.

5. Upon termination of this Confidentiality Agreement the Subcontractor shall return or erase, destroy, and render unreadable all Subcontractor copies of City Documents and Data, both physical and electronic, and certify in writing that these actions have been completed within 30 days of the termination of this Confidentiality Agreement or within 14 days of the request of an agent of the City, whichever shall come first.
6. This Confidentiality Agreement shall survive the Subcontractor’s termination of the contract between the law firm retained by the City and Subcontractor or upon completion of the scope of work related to the City.

Subcontractor/Firm: __________________________________________

By: _______________________________________________________

Title: ______________________________________________________

Date: __________
C.271 POLITICAL CONTRIBUTIONS 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 ten (10) days prior to the award of the contract.

PART I - Vendor Information

<table>
<thead>
<tr>
<th>Vendor Name:</th>
<th>Apruzzese, McDermott, Mastro &amp; Murphy, P.C.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address:</td>
<td>25 Independence Boulevard, P.O. Box 112</td>
</tr>
<tr>
<td>City, State &amp; Zip Code:</td>
<td>Liberty Corner, New Jersey 07938</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: Barry Marell

Title: Treasurer

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 $300.00 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>Apruzzese, McDermott, Mastro &amp; Murphy, P.C.</td>
<td>Committee to Elect James Davis</td>
<td></td>
<td>$500.00</td>
</tr>
</tbody>
</table>

Check here if the information is continued on subsequent page(s).
APPENDIX A

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

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

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

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

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

Representative's Name/Title: Barry Marcil, Treasurer
Representative's Signature: [signature]
Name of Company: Apuzzo, McDermott, Mastro & Murphy, P.C.
Tel. No.: 908-580-1778
**Part I - Vendor Affirmation**

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that Apruzzese, McDermott, Mastro & Murphy, P.C., 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 January 1, 2016 to any of the following named candidate committees, joint candidates committees or political party committees representing the elected officials of the Borough of Bay Head as defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (r).

<table>
<thead>
<tr>
<th>Election Fund for Steven Fulop (2013)</th>
<th>Councilperson Frank Gaicwski</th>
</tr>
</thead>
<tbody>
<tr>
<td>Team Fulop</td>
<td>Councilperson Khemraj &quot;Chico&quot; Ramchal</td>
</tr>
<tr>
<td>Team Fulop Runoff</td>
<td>Councilperson Richard Boggiano</td>
</tr>
<tr>
<td>Lavarlo for Council</td>
<td>Councilperson Michael Yun</td>
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<tr>
<td>Councilperson Joyce E. Waterman</td>
<td>Councilperson Candice Osborne</td>
</tr>
<tr>
<td>Councilperson Daniel Rivera</td>
<td>Councilperson Diane Coleman</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 which represents the type of business entity:

- [ ] Partnership
- [X] Corporation
- [ ] Sole Proprietorship
- [ ] Subchapter S Corporation
- [ ] Limited Partnership
- [ ] Limited Liability Corporation
- [ ] Limited Liability Partnership

<table>
<thead>
<tr>
<th>Name of Stock or Shareholder</th>
<th>Home Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>Robert T. Clarke</td>
<td>36 Cedar Road, Whitemouth Station, NJ 08889</td>
</tr>
<tr>
<td>Frederick T. Danser</td>
<td>265 Victoria Drive, Bridgewater, NJ 08807</td>
</tr>
<tr>
<td>Maurice J. Neilligan</td>
<td>57 Country Acres Drive, Hampton, NJ 08827</td>
</tr>
<tr>
<td>Barry Marell</td>
<td>5 Lara Place, Warren, NJ 07059</td>
</tr>
<tr>
<td>Mark J. Biunda</td>
<td>73 South Manor Court, Wall, NJ 07719</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: Apruzzese, McDermott, Mastro & Murphy, P.C.
Signed: ____________________________
Print Name: Barry Marell
Title: Treasurer
Date: ____________________________

Subscribed and sworn before me this ___ day of ___________, 2016.

Notary Public

My Commission expires: ____________
(My Commission Expires: 11/27/19)
The following is statutory text related to the terms and citations used in the Business Entity Disclosure Certification form.

"Local Unit Pay-To-Play Law" (P.L. 2004, c.19, as amended by P.L. 2005, c.51)

19:44A-20.6 Certain contributions deemed as contributions by business entity.
5. When a business entity is a natural person, a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity. When a business entity is other than a natural person, a contribution by any person or other business entity having an interest therein shall be deemed to be a contribution by the business entity.

19:44A-20.7 Definitions relative to certain campaign contributions.
6. As used in sections 2 through 12 of this act:
   "business entity" means any natural or legal person, business corporation, professional services corporation, limited liability company, partnership, limited partnership, business trust, association or any other legal commercial entity organized under the laws of this State or of any other state or foreign jurisdiction;
   "interest" means the ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit, as appropriate;

Temporary and Executing
12. Nothing contained in this act shall be construed as affecting the eligibility of any business entity to perform a public contract because that entity made a contribution to any committee during the one-year period immediately preceding the effective date of this act.

The New Jersey Campaign Contributions and Expenditures Reporting Act (N.J.S.A. 19:44A-1 et seq.)

19:44A-3 Definitions. In pertinent part...

p. The term "political party committee" means the State committee of a political party, as organized pursuant to R.S.19:5-4, any county committee of a political party, as organized pursuant to R.S.19:5-3, or any municipal committee of a political party, as organized pursuant to R.S.19:5-2.

q. The term "candidate committee" means a committee established pursuant to subsection a. of section 9 of P.L.1973, c.83 (19:44A-9) for the purpose of receiving contributions and making expenditures.

r. The term "joint candidates committee" means a committee established pursuant to subsection a. of section 9 of P.L.1973, c.83 (19:44A-9) by at least two candidates for the same elective public offices in the same election in a legislative district, county, municipality or school district, but not more candidates than the total number of the same elective public offices to be filled in that election, for the purpose of receiving contributions and making expenditures. For the purpose of this subsection: ...; the offices of member of the board of chosen freeholders and county executive shall be deemed to be the same elective public offices in a county; and the offices of mayor and member of the municipal governing body shall be deemed to be the same elective public offices in a municipality.

19:44A-8 and 16 Contributions, expenditures, reports, requirements.
While the provisions of this section are too extensive to reprint here, the following is deemed to be the pertinent part affecting amounts of contributions:
"The $300 limit established in this subsection shall remain as stated in this subsection without further adjustment by the commission in the manner prescribed by section 22 of P.L.1993, c.65 (19:44A-7.2)"
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 Apruzese, McDermott, Mastro & Murphy, PC (name of business entity) has not made any reportable contributions in the **one-year period preceding [date]** (date City Council awards contract) that would be deemed to be violations of Section One of the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128 (attached hereto) and that would bar the award of this contract. I further certify that during the term of the contract (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: Apruzese, McDermott, Mastro & Murphy, P.C.

Signed [Signature] Title: Treasurer

Print Name Barry Marshall Date: [Signature]

Subscribed and sworn before me this [day] day of [month], 200[year].

My Commission expires: [Signature]

CLARA M. LONGO
Notary Public of New Jersey

My Commission Expires 1/31/19

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

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

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

Business Name: Apruzzese, McDermott, Mastro & Murphy, P. C.

Address: 25 Independence Boulevard, Warren, NJ 07059

Telephone No.: 908-580-1776

Contact Name: Barry Marell, Treasurer

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 basic 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
EXHIBIT A
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

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

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

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

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

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

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

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

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

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

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

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

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

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

EXHIBIT A
N.J.S.A. 10:53-1 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 company's bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:53-1 and N.J.A.C. 17:27.

Representative's Name/Title (Print): Barry Marell, Treasurer
Representative's Signature: [Signature]
Name of Company: Apostolse, McDermott, Mastro & Murphy, P.C.
Tel. No.: 908-580-1776 Date: January 20, 2016
STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

TAXPAYER NAME: APRUZZESE, MCDERMOT, MASTRO & MURPHY PC

TRADE NAME:

TAXPAYER IDENTIFICATION NUMBER: 13-8799694

SEQUENCE NUMBER: 334084

ISSUANCE DATE: 08/31/04

ADDRESS: 25 INDEPENDENCE HILL
WARREN NJ 07059-0000

EFFECTIVE DATE: 07/22/04

This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.
RESOLUTION REAUTHORIZING THE RENEWAL AND AMENDMENT OF A PROFESSIONAL SERVICES AGREEMENT WITH CHARLES MONTANGE, ESQ. TO PROVIDE LEGAL COUNSEL REGARDING CONRAIL’S ABANDONMENT OF THE 6TH STREET EMBANKMENT

WHEREAS, the Municipal Council of the City of Jersey City (City) approved Resolution 16.156 on March 9, 2016 authorizing the renewal of a professional services agreement with Charles Montange, Esq., 426 NW 162nd Street, Seattle, Washington 98177 to provide legal services in connection with Conrail’s abandonment of the 6th Street Embankment and to analyze Conrail’s compliance with its obligation to offer the abandoned property to the City; and

WHEREAS, N.J.S.A. 40A:11-15 limits the term of a professional services contract to twelve months; and

WHEREAS, because these matters continue to be litigated, additional services are required and it is necessary to renew the professional services agreement with Charles Montange, Esq.; and

WHEREAS, Charles Montange, Esq. agrees to provide services for an hourly fee of $200, including expenses, for a total contract amount not to exceed $75,000; 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, Charles Montange, Esq. has completed and submitted a Business Entity Disclosure Certification which certifies that he has not made any reportable contributions to the political or candidate committees listed in the Business Entity Disclosure Certification; and

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

WHEREAS, in addition Charles Montange, Esq. has submitted his Certification of Compliance with the City’s Contractor Pay-to-Play Reform Ordinance 08-128 adopted on September 3, 2008; and

WHEREAS, funds are available for the cost of these services in Account No. 04-215-55-888-990.

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

1. The contract with Charles Montange, Esq. is renewed for an additional one year period effective February 22, 2016 and the contract amount is increased by an additional $75,000.

2. The Mayor and Business Administrator is hereby authorized to execute the renewal agreement in substantially the form attached subject to such modification as the Corporation Counsel deems appropriate or necessary.

3. The award of this Contract shall be subject to the condition that the vendor
RESOLUTION REAUTHORIZING THE RENEWAL AND AMENDMENT OF A PROFESSIONAL SERVICES AGREEMENT WITH CHARLES MONTANGE, ESQ, TO PROVIDE LEGAL COUNSEL REGARDING CONRAIL'S ABANDONMENT OF THE 6TH STREET EMBANKMENT

provides satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et seq.

4. Pursuant to N.J.A.C. 5:30-5.5(a), the continuation of the contract after the expenditure of funds encumbered in 2017 fiscal year temporary budget shall be subject to the appropriation of sufficient funds in the 2017 fiscal year permanent budget.

5. A copy of this resolution will be published in a newspaper of general circulation in the City of Jersey City as required by law within (10) days of the adoption of this resolution.

6. The Business Entity Disclosure Certification, Chapter 271 Political Contribution Disclosure Certification, Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance, and the Determination of Value Certification attached hereto and incorporated herein by reference shall be placed on file with this resolution.

I hereby certify that there are sufficient funds available in Account No. 04-215-55-888-990 for payment of this resolution. P. O. # 12-4-098

Donna Mauer, Chief Financial Officer

2/7/17

APPROVED:

APPROVED AS TO LEGAL FORM

APPROVED

CORPORATION COUNSEL

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 2.22.17

<table>
<thead>
<tr>
<th>COUNCILPERSON</th>
<th>AYE</th>
<th>NAY</th>
<th>N.V.</th>
<th>COUNCILPERSON</th>
<th>AYE</th>
<th>NAY</th>
<th>N.V.</th>
<th>COUNCILPERSON</th>
<th>AYE</th>
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<th>N.V.</th>
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<tbody>
<tr>
<td>GAJEWSKI</td>
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Aye - N.V. - Not Voting (Abstain)

WITHDRAWN

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

Full Title of Ordinance/Resolution

RESOLUTION REAUTHORIZING THE RENEWAL AND AMENDMENT OF A PROFESSIONAL SERVICES AGREEMENT WITH CHARLES MONTANGE, ESQ. TO PROVIDE LEGAL COUNSEL REGARDING CONRAIL'S ABANDONMENT OF THE 6TH STREET EMBANKMENT

Project Manager

<table>
<thead>
<tr>
<th>Department/Division</th>
<th>Name/Title</th>
<th>Phone/email</th>
</tr>
</thead>
<tbody>
<tr>
<td>Law</td>
<td>Jeremy Farrell</td>
<td>201-547-4667</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

Charles Montange is an attorney specializing in the esoteric aspect of the law pertaining to railroad involved litigation. He has been representing the City in our efforts to obtain title to the property known at the "Sixth Street Embankment" in proceedings before the Surface Transportation Board in Washington, DC.

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

04-215-55-888-990 (Sixth Street Embankment Funds)  One year.

Type of award  Direct and Open

If “Other Exception”, enter type

Additional Information

I certify that all the facts presented herein are accurate.

Signature of Department Director  Date
Outside Counsel Agreement

This Agreement dated the ___ day of _____________, 2017 between the City of Jersey City, a municipal corporation, with offices at 280 Grove Street, Jersey City, New Jersey 07302 ("City") and, Charles Montange, Esq., 426 NW 162nd Street, Seattle, Washington 98177 ("Special Counsel"). The Corporation Counsel of the City of Jersey City has selected Special Counsel to serve as Outside Counsel in connection with the City of Jersey City for legal services regarding Conrail's abandonment of the 6th Street Embankment. City acknowledges that Special Counsel is not a member of the New Jersey Bar, and that City shall furnish at City's cost counsel who is a member of the New Jersey Bar promptly to address all questions of New Jersey law raised in, or necessary for the resolution of, any proceeding or activity undertaken to accomplish the goal set forth in this Memorandum. Jersey City acknowledges that Special Counsel from time to time may represent other clients favoring preservation of the 6th Street Embankment and consents to such joint representation.

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

I. CONFLICTS OF INTEREST

A. Initial Conflicts Check.

Outside Counsel must be sensitive both to direct conflicts of interest that representation of the City and other clients poses, and to the less direct, but nevertheless serious, conflicts that may arise from the same firm's advocacy, on behalf of other clients, of positions conflicting with important City interests. Prior to Outside Counsel's engagement, Outside Counsel shall carefully review whether any conflicts of either type exist and, if so, bring those conflicts to the attention of the Corporation Counsel. The City shall be promptly informed of and consulted with respect to all potential conflicts. Although issue conflicts may not necessarily result in a disqualification of Outside Counsel, the City shall be consulted before Outside Counsel accepts an engagement that will require the firm to advocate a position that may be adverse to a City
legal interest or otherwise prejudicial to the interests of the City. The City in its sole discretion shall, after consultation with Outside Counsel, determine whether an impermissible conflict exists, or whether other circumstances exist that would undermine the public’s confidence if representation by Outside Counsel continued.

Outside Counsel’s acceptance of an engagement on a matter without written disclosure of any conflicts constitutes Outside Counsel’s representation that it has conducted an appropriate conflict check and no conflict exists.

B. City Conflicts.

The City has a duty to protect the public interest. As part of this responsibility, the City sets policies to ensure that the legal system operates in a manner that safeguards the public’s confidence in the integrity and impartiality of its administration. For this reason, in addition to insisting that its attorneys follow the Rules of Professional Conduct, the City prohibits Outside Counsel that represent the City, while such matter is pending, from:

(1) Representing private parties before the City or any of its boards, proceedings, commissions or autonomous agencies in adversarial, transactional or non-adversarial proceedings. Outside Counsel also may not, on behalf of a private client, lobby the City or any City department.

(2) Representing private parties in any matter in which the City also is a party, if the private party has interests adverse to the City.

(3) Representing a private client with interests adverse to the City.

(4) Representing another client if that representation would present a substantial risk that Outside Counsel’s responsibilities to the City would limit its ability to provide independent advice or diligent and competent representation either to the City or the other client.

(5) Representing another client where the Outside Counsel’s knowledge of the City’s legal positions or strategy, derived from its representation or prospective representation of the City, could be used to the advantage of the other client or the disadvantage of the City.

C. Continuing Obligation.

The obligation to disclose conflicts continues throughout the course of the representation. Outside Counsel must review conflicts of interest on an ongoing basis as new matters are opened. Any new attorney/client relationships that potentially create a conflict shall be reported to the Corporation Counsel immediately.
D. **Attorney-Client Privilege Group/No Representation of Other Persons/Entities Absent Approval.**

Outside attorneys engaged to represent the City (as opposed to a named person) shall consider themselves to have formed an attorney-client relationship only with the City, and not any of its individual employees. When speaking with current or former employees of the City, Outside Counsel shall, as appropriate, advise those employees that although their dialogue will be considered attorney-client communications to the fullest possible extent, counsel’s responsibility is to the City and they do not represent those employees in their individual capacities. As a matter proceeds, if employees of the City will be examined under oath or interviewed in other adverse contexts, and if Outside Counsel believe it advisable for them to represent the employees in their individual capacities at such events, Outside Counsel must obtain the Corporation Counsel’s advance consent before agreeing to represent such persons in their individual capacities. The Corporation Counsel, in consultation with other City personnel, will determine if it is appropriate for the individual to receive representation and, if so, by whom.

Outside Counsel who are engaged to represent both an entity and employees of that entity simultaneously shall take all necessary steps to ensure the continuing absence of conflicts, and to preserve their ability to continue representing the entity in the event that conflicts develop between the entity and individual clients.

II. **WORKING RELATIONSHIP**

A. **Identification of Objectives/Relationship Attorney.**

The Corporation Counsel or his designee will be Outside Counsel’s principal and regular point of contact for financial and strategic decisions. Only the Corporation Counsel or his designee has authority to direct Outside Counsel in the handling of the matter. If a City employee other than the Corporation Counsel or his designee asks Outside Counsel to proceed in a certain fashion or to perform certain activities with respect to a specific legal matter, Outside Counsel shall report the request to the Corporation Counsel and obtain direction prior to proceeding.

Outside counsel shall designate an Attorney to be the Corporation Counsel’s principal contact. In all matters, the City remains ultimately responsible for making all substantive decisions and determining the costs and benefits of contemplated legal activity. In many matters, City attorneys will act as full co-counsel and be engaged with Outside Counsel in the day-to-day conduct of the case. In matters where Outside Counsel is handling that day-to-day conduct without City personnel as co-counsel, the City shall be consulted on a regular basis throughout the course of Outside Counsel’s engagement and to be kept fully informed of the current status and proposed course of the matters assigned to Outside Counsel’s firm. All strategic, tactical,
staffing (including any proposed staffing changes) and significant resource allocation decisions about City legal matters must be made in collaboration with the Corporation Counsel.

B. Early Case Assessment/Cost Assessment.

Each complex matter is to be thoroughly evaluated at its outset. The same applies to actions in which the City is the plaintiff, except that the analysis will be performed before the case is filed. In any matter, Outside Counsel shall provide an early case assessment that includes analysis of (1) likely costs to the City from the process, (2) possible outcomes, indicating the likelihood of each, and (3) strategy and tactics for termination or resolution. The format of the early case assessment may vary from a formal written document to a verbal briefing or a combination of a written budget with a verbal briefing on other aspects of the case.

Please note that time spent preparing a budget is not billable, but counsel may bill for time spent preparing an early case assessment or a recommended discovery plan.

The City places significant reliance on cost estimates and Outside Counsel shall prepare them with care. Although the City understands that unanticipated events may have an impact on costs, the City shall be consulted promptly if Outside Counsel believes that the most recent cost estimate provided is no longer accurate. Should total fees or costs exceed the agreed budget, or should fees or costs for a phase of the case exceed the agreed estimate for that phase, without adequate explanation in advance that the increased expense will be necessary, the City may require that an increased discount be applied to unanticipated fees or costs and reserves the right not to pay Outside Counsel for any amounts incurred or expended in excess of the approved budget or estimate.

For bond matters and other transactional engagements, counsel may be expected to provide a fee cap for the transaction, approved by the City, prior to commencing work. Only where a transaction materially changes in scope will the City consider revisions to an agreed fee cap. No payments above the agreed fee cap shall be made unless and until a revised fee cap has been approved in writing by the Director of the City or his/her designee.

C. Staffing.

Unless otherwise agreed, the senior attorney retained shall be directly and ultimately responsible for the entire assignment. The day-to-day involvement of that senior attorney, however, shall be appropriate to the magnitude of the matter and the efficiency required for a timely, cost effective, quality work product. When a senior attorney can handle an assignment most efficiently (based on skill and experience), that senior attorney shall complete the assignment.

The City shall be billed for only one attorney to attend events such as depositions, witness meetings, settlement conferences, negotiations and meetings with other parties' counsel. The
City recognizes that in more complex matters and those with multiple work-streams, it may occasionally be appropriate for multiple attorneys to attend significant events and for members of the team to consult with each other. The City insists, however, that no more than the minimum number of attorneys necessary to an event attend, that billable internal conferences and charges for drafting and reading internal email correspondence occur only when absolutely required, and that the Corporation Counsel be regularly informed both of the number of attorneys who will attend significant events and the reason for the attendance of each billing timekeeper.

The City believes that it is most efficient for a single attorney or group of attorneys to handle a matter from beginning to end and Outside Counsel shall strive for such continuity. The City will not pay for learning time that may result from staffing changes at Outside Counsel's firm. In addition, the City will not reimburse Outside Counsel for any routine training or supervisory time, including time spent at seminars, unless specifically approved in advance and included as part of the budget. The City will not ordinarily pay for summer associate time unless such time has been identified as part of the approved staffing plan for appropriate work. The City will not pay for time submitted by librarians; secretaries; billing, filing, docketing or document clerks; internal messengers/couriers; temporary or clerical support staff; word processors; and IT professionals other than electronic discovery specialists serving a function similar to that of paralegals/case managers. The City also will not pay for time billed by attorneys or paralegals to perform tasks (filing, indexing, etc.) that could and should have been handled by support personnel.

D. Settlement.

Outside Counsel shall have no settlement authority unless and until such authority is explicitly conferred on them by the Corporation Counsel. If Outside Counsel believes that settlement should be pursued, Outside Counsel must seek instructions in this regard from the Corporation Counsel, and not pursue formal or informal settlement discussions without the Corporation Counsel's approval. Outside Counsel shall immediately inform the Corporation Counsel of any settlement proposal or overture, formal or informal, by the opposing party or counsel. Please note that under no circumstances can the City agree to designate a settlement agreement as confidential. All City settlement records are, by definition, public documents.

E. Media Relations/Law Firm Advertising.

The City does not authorize outside counsel or vendors to comment publicly in any manner on any aspect of the City's legal matters. All media inquiries relating to the City shall be referred promptly to the Corporation Counsel and discussed with the Corporation Counsel before responding to the media contact in any manner. This includes even "no comment" or other non-substantive responses. If time is of the essence and Outside Counsel cannot reach the Corporation Counsel, the Press Secretary in the Office of the Mayor shall be contacted.
The City does not permit Outside Counsel to advertise or promote their relationship with the City, other than by listing the City as a representative client.

F. Engagement of E-Discovery and Other Vendors, Including Experts.

Before engaging any vendor, including electronic discovery firms and experts, lobbyists or other consultants (in each case, a "vendor"), Outside Counsel must pre-clear that engagement with the Corporation Counsel, unless the Corporation Counsel has explicitly granted exceptions to this preclearance requirement. The City will not be responsible for vendor fees or costs unless that vendor's engagement was pre-approved by the City. The City may require Outside Counsel to engage vendors with which the City has master contracts or preferred pricing arrangements, and always will insist on engagement of the lowest-cost vendor qualified to handle a task (understanding that complex tasks may require vendors with specialized expertise).

Outside Counsel will pay all third-party service providers directly and will bill the City for those services’ detailed disbursements included in monthly invoices. This City will not accept separate invoices from service providers directly to the City for payment.

Outside Counsel has the responsibility to ensure that there are no conflicts between any vendor and the City. In addition, all vendors must execute the confidentiality agreement attached as Appendix A. The fee and disbursement policies as outlined in this Agreement shall be made available to, and followed by vendors. It is Outside Counsel’s responsibility to confirm that all third party billings comply with this Agreement.

Vendor payment arrangements shall be discussed in advance with the Corporation Counsel. In general, Outside Counsel shall contract with vendors themselves and pay the third party invoices directly, incorporating those invoices into their own bills to the City and including appropriate detail for reasonable review by City personnel. The City may request Outside Counsel to provide full copies of vendor invoices; Outside Counsel therefore shall retain those invoices in accordance with IRS guidelines. The Corporation Counsel may approve other payment arrangements, including (in rare cases) direct contracting with and payment by the City.

When engaging court reporting services, Outside Counsel shall request only one transcript (electronic or hard copy). The City will not reimburse charges for additional transcripts.

G. Adherence to Ethical Standards.

The City conducts itself in accordance with the highest ethical standards and expects the same of its Outside Counsel. No City employee ever has authority to instruct Outside Counsel to act in an unethical manner. If Outside Counsel believes that a City employee has engaged or will engage in illegal or unethical activity, Outside Counsel must immediately advise the
Corporation Counsel. The City will terminate its relationship with any Outside Counsel who, in the City's sole discretion, fails to adhere to the foregoing ethical standards.

At all times, Outside Counsel will remain aware of and in compliance with each of the City's "Pay-to-Play" ordinances and any amendments thereto.

H. Gratuities.

City officers and employees are prohibited from accepting any gift, favor, service or other thing of value related in any way to the City officer's or employee's public duties. In addition, any vendor to the City is prohibited from offering a gift or other thing of value to a City officer or employee with which the vendor transacts business or offers to transact business. Any City officer or employee is prohibited from soliciting a gift or thing of value from a City vendor. This includes charitable donations made in the name of a City employee.

The City reserves the right to amend this Agreement from time to time, providing written notification to Outside Counsel within thirty (30) days of the effective date of any substantive changes. Failure to accept amendments may result in the termination of services from the City.

I. Malpractice Insurance.

Outside Counsel representing the City shall maintain malpractice insurance coverage that is reasonable and prudent in relation to the types and sizes of matters handled. Outside Counsel shall, upon request, promptly provide the Corporation Counsel with copies of any applicable policies required under this section, and/or a certificate of insurance. Each policy provided must be certified by the agent or underwriter to be a true copy. If Outside Counsel does not have coverage or if coverage is cancelled and not immediately replaced with comparable coverage, Outside Counsel must immediately report this to the Corporation Counsel.

J. File Retention.

For Litigated Matters: Outside Counsel shall retain pleadings, correspondence, discovery materials, deposition transcripts and similar documents and work product for a period of no less than seven (7) years from the date the matter is concluded or for the time period specified by rule or law in the jurisdiction in which the matter was pending, whichever is longer. Beyond this period, Outside Counsel shall notify the City in writing no less than sixty (60) days prior to destroying any file. Along with the written notification, Outside Counsel shall submit an inventory of any original City documents contained in the file to be destroyed and a representation that any electronic version of the file will also be destroyed or deleted.

For Bond and Other Transactions, and Advice Matters: Documents shall be retained in accordance with the same policies applicable to litigated matters unless applicable law mandates any longer retention schedule. However, bond counsel and transactional/advice
counsel shall retain all transcripts of transactions and memoranda of advice indefinitely unless otherwise directed by the Corporation Counsel.

III. Billing

A. Rates.

Outside Counsel shall be compensated at the rate of $200.00 per hour, including expenses. The total amount of this agreement shall not exceed $75,000.

The City will pay for actual services rendered at rates established in Requests for Qualifications or otherwise agreed to in advance. At the time of Outside Counsel’s initial engagement, Outside Counsel shall furnish the Corporation Counsel with a schedule of billing rates for partners, associates and all other timekeepers expected to bill time against the matter for review and approval prior to billing time to the City. Because of City procurement rules, the rates applicable at the inception of each specific matter must remain in effect for the duration of that matter.

Hourly rates shall include all overhead costs (see Acceptable Fees/Charges, below), none of which shall be included in disbursements.

Time must be billed in 0.1 hour increments and on a per-task basis. The time entry description must be specific, detailing the action taken and the subject matter. Absent prior consent, the City will not pay for more than ten (10) hours of time by a single timekeeper in a single day, but the Corporation Counsel may increase that number of permissible hours in matters of special urgency or where cases are in or approaching trial.

Outside Counsel shall bear in mind that invoices may be disclosed pursuant to the City’s open records laws and that courts may not sustain assertions of privilege by the City. Although the City will endeavor to redact privileged information before releasing bills for public consumption, Outside Counsel shall, to the extent practicable and consistent with the need to fully inform the City of its activities and to allow the City to evaluate the reasonableness of billing narratives, avoid the inclusion of privileged matter in invoices.

B. Invoicing Policy.

All invoices must be submitted to the Corporation Counsel.

For litigation, advice, and non-bond transactional matters, Outside Counsel generally are expected to submit monthly invoices within thirty days of the conclusion of the billing period, absent the City’s prior consent to a longer delay. All charges must reflect the work performed within the billing period or a reasonable time before the billing period. Absent good cause, as defined by the City, the City will not pay for services or expenses incurred more than 90 days
prior to the date the invoice is submitted. For bond matters, Outside Counsel are expected to submit their invoice within thirty days of the conclusion of the transaction.

Absent a specific agreement to an alternative fee arrangement, Outside Counsel fees shall be computed by applying the negotiated hourly rate to the time for the services expended. Hours shown must accurately reflect the time spent on the described activity and must either be the exact amount of time or the exact time rounded down to the nearest one-tenth of an hour. Block billing—grouping multiple activities under a single time charge—will not be accepted, and the City will not pay for any time recorded in a block fashion unless this requirement is waived by the Director of the City of Law or his or her designee.

Every bill from Outside Counsel is deemed to be a certification by the firm and billing partner that all legal services and disbursements reflected on the bill are reasonable for the legal matter involved and necessary for the proper provision of legal services to the City. The City may deduct certain fees and charges that are inconsistent with this Agreement.

The City reserves the right to audit all fee and disbursement details that Outside Counsel submit, as well as the corresponding legal file. The City will promptly terminate the services of any Outside Counsel whose billing practices raise questions about the Outside Counsel’s integrity, honesty or compliance with the applicable rules of professional conduct or this Agreement.

C. Invoice Format

Each invoice will include the following minimum requirements:

- Unique invoice number
- Invoice date
- Matter name
- Outside Counsel’s matter number
- Date(s) services were performed
- Timekeeper name or ID
- Timekeeper title or level
- A narrative description of the services provided or tasks performed for each specific task. The description shall clearly state the nature of the task performed sufficient to allow the City to determine why it was necessary. Incomplete or vague charge descriptions are unacceptable. Examples of incomplete or vague charges include, but are not limited to: ‘analysis,’ ‘review file,’ ‘conference,’ ‘attention to matter,’ ‘worked on discovery,’ ‘work on file,’ ‘prepare for meeting,’ ‘misc.’, and ‘other’
- Time entry to the nearest tenth (.10) of an hour
- Timekeeper rate
- Charge total
- Detail of reimbursable expenses and disbursements at actual cost
The detailed billing report from Outside Counsel's system will provide this information. If Outside Counsel provides services on more than one matter during a billing period, a separate invoice for each matter is required.

D. **Acceptable Fees/Charges.**

**Overhead charges may not be billed.** The City will not reimburse Outside Counsel for basic support services, which the City deems to be part of Outside Counsel's overhead and built into its rates. The City will not pay for any of the following items under any circumstances:

- Billing inquiries
- Opening and closing files
- Internal filing
- Secretarial services (including overtime charges)
- Word processing or proofreading
- Maintenance of a calendar or tickler system
- Investigating potential conflicts
- Preparing budgets
- Library usage (including book purchases or subscriptions) or library staff time
- Office supplies
- Conference room charges

E. **Basic legal research may not be billed.**

Outside Counsel shall be familiar with the basic substantive law at issue in the matter for which the firm was retained, and the City shall not be charged for this type of research. If legal research benefits other clients, only the proportionate share of that cost shall be billed to the City. The City shall also benefit from previously prepared briefs and memoranda, and when such briefs or memoranda exist, will pay only for actual time spent updating or tailoring the same. All other anticipated legal research shall be addressed in Outside Counsel's proposed budget. Legal research projects necessary in a particular litigation assignment must be approved in advance by the Corporation Counsel before the research is commenced.

The City will pay only for the actual time spent by Outside Counsel or other approved timekeeper conducting the research. As explained *infra*, fees charged by electronic or other research services, including library fees, Westlaw, Lexis and other online services are considered general overhead and are not reimbursable.

F. **Out-of-pocket costs must be itemized and passed through with no markup.**

The City will reimburse Outside Counsel for reasonable, documented and itemized out-of-pocket disbursements and costs incurred on behalf of the City, with the exceptions and
limitations set forth in this Agreement. Outside Counsel’s invoices to the City shall reflect the actual cost and shall not include any markup. All disbursements must be fully itemized with a description sufficient for review, identifying the number of units, price per unit and total cost. The City may refuse to pay for disbursements billed as ‘miscellaneous,’ billed in a group (e.g., Travel Expenses - $4,000.00) or disbursements without descriptions.

G. **Prohibited disbursements.**

The City considers certain disbursements to be part of a law firm’s overhead and will not pay such charges. These items include:

- Rent (including temporary office space)
- Westlaw, Lexis and other legal database services
- Cost or usage of computers or mobile devices or internet service charges
- Equipment rental
- Storage charges
- Catering for internal meetings
- Meals (except during business travel, and then limited to $70 per day)
- Mileage for short trips (<30 miles one way)
- Travel costs exceeding discounted, non-refundable coach fares except where excess costs have been approved in advance
- Telephone charges
- Facsimile charges
- Allocated charges from a firm’s blanket service agreements with outside vendors

H. **Copying/scanning.**

Copying charges may be billed to the City at the lesser of the most favorable rate applied by Outside Counsel or five cents per page. The City will reimburse for document scanning at Outside Counsel firm’s regular rate, up to a maximum of five cents per page, for document productions, but the City will not pay time charges associated with scanning, and there shall be no charges associated with the scanning and filing of court papers and correspondence. Every effort shall be made to minimize scanning expenses by working with documents in electronic format whenever possible.

I. **Couriers and Overnight Mail.**

The City will reimburse for actual charges billed to Outside Counsel for deliveries (including overnight express) that are necessary in the interest of speed and reliability. Outside Counsel shall use the lowest cost service consistent with need and reliability, and to arrange schedules, whenever practicable, to avoid the need for premium-priced couriers. Outside Counsel shall use less expensive means, such as email (encrypted, when necessary) or regular mail where it is practical to do so.
J. **Travel Expenses.**

All air and rail travel must be first approved by the Corporation Counsel, ideally as part of the case budget. Outside Counsel shall use good judgment in selecting hotels and restaurants and incurring expenses for which the taxpayers are to be charged. Outside Counsel shall use alternatives to travel such as conference calls or videoconferences whenever practicable. If the travel involves another client, the City may be billed only for its proportionate share of both time and related expenses. **Non-working travel time is not billable without the Corporation Counsel's prior approval.**

K. **Reimbursement of Meals for Overnight Travel.**

The City will reimburse for meals consumed while traveling overnight on City business, but limited (absent prior approval) to no more than seventy dollars ($70) per person, per day. Under no circumstances will the City reimburse costs for alcoholic beverages.

L. **Maintenance of Expense Records.**

To ensure compliance with the City’s reimbursement policies, Outside Counsel shall require itemization of out-of-pocket expenses such as airline tickets, meals and hotel bills before making reimbursement to any attorney, employee or third party, and maintain original receipts. Travel and meal expenses and receipts may be audited and shall be retained by Outside Counsel in accordance with applicable IRS guidelines. Unless requested to do so by the City, Outside Counsel shall not forward copies of travel and meal expense receipts to the City with the firm’s invoices.

M. **Personal Expenses Not Reimbursable.**

Please take care to distinguish between personal expenses and properly chargeable business expenses. The City will not reimburse for, among other things, recreation fees, salon or spa charges, pay-per-view movies or other personal entertainment charges, airline baggage charges, travel agency expenses, shoe shines, toiletries, dry cleaning or laundry (except in the unlikely event travel of more than seven days’ duration is required), or luggage.

N. **Vendor discounts must be passed through.**

If Outside Counsel receives a discount or rebate from a vendor based on the aggregate level of business with that vendor, such discount shall be disclosed and the City shall receive the benefit on a proportionate basis. This does not include frequent-flyer miles or similar perquisites allocated to individual travelers.
IV. POLITICAL CONTRIBUTION PROHIBITION

This contract has been awarded to the Contractor based on the merits and abilities of the contractor to provide the goods or services as described herein. This contract was not awarded through a “fair and open process” pursuant to N.J.S.A. 19:44A-20.4 et seq. As such, the undersigned does hereby attest that the Contractor, its subsidiaries, assigns or principals controlling in excess of 10% of the company have neither made a contribution, that is reportable pursuant to the Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-8 or 19:44A-16, in the one (1) year period preceding the award of the contract that would, pursuant to P.L. 2004, c.19, affect its eligibility to perform this contract, nor will it make a reportable contribution during the term of the contract to any political party committee in the City of Jersey City if a member of that political party is serving in an elective public office of the City of Jersey City when the contract is awarded, or to any candidate committee of any person serving in an elective public office of the City of Jersey City when the contract is awarded.

V. CHAPTER 271 POLITICAL CONTRIBUTION DISCLOSURE

Contractor is advised of its responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Law Enforcement Commission (ELEC) pursuant to N.J.S.A. 19:44A-20.13 (P.L. 2005, c.271) if the Contractor receives contracts in excess of $50,000 from public entities in a calendar year. It is the Contractor’s responsibility to determine if filing is necessary. Additional information on this requirement is available from ELEC at 888-313-3532 or at www.elec.state.nj.us.

WHEREAS, N.J.S.A. 40A:11-15 limits the term of a professional services contract to twelve months; and

WHEREAS, N.J.S.A. 40A:11-15 limits the term of a professional services contract to twelve months; and

V. CITY OF JERSEY CITY CONTRACTOR PAY-TO-PLAY REFORM ORDINANCE

The contract is awarded in accordance with the City of Jersey City’s Contractor Pay-to-Play Reform Ordinance 08-128 adopted on September 23, 2008. The Contractor, its subsidiaries, assigns or principals have certified that they have neither made a reportable contribution in the one year period preceding the date that the City Council awarded the contract that would be deemed to be a violation of Ordinance 08-128, nor will Contractor, its subsidiaries, assigns or principals make a reportable contribution during the term of the contract that would be in violation of Ordinance 08-128.

VI. CITY OF JERSEY CITY LOBBYIST DISCLOSURE ORDINANCE
The 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 Contract either did not retain the services of a lobbyist to lobby on behalf of the Contractor for the award of this contract, or if a lobbyist was retained by the Contractor for such purposes, the contractor’s lobbyist, prior to commencing his/her lobbying activities, filed a notice of lobbyist representative status form with the City Clerk. Any Contractor whose lobbyist failed to comply with the provisions of Ordinance §3-9.1 et seq. following notice and an opportunity to be heard, shall be disqualified from entering into contracts with the City for a period of two (2) years for each violation.

VII. COMPLIANCE WITH AFFIRMATIVE ACTION PLAN

(a) If the Agreement exceeds $40,000 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). The Affirmative Action Agreement is attached hereto as Exhibit “B” and is incorporated herein by reference.


VIII. CONFIDENTIALITY

In the course of representing the City, Outside Counsel will frequently gain access to nonpublic and confidential information. The City requires Outside Counsel to maintain the confidentiality of such information both during and after the course of Outside Counsel’s representation of the City. Outside Counsel must have in place appropriate procedures to ensure the protection of all such information. In the event the representation requires Outside Counsel to become privy to protected personally-identifiable information about any person, such as health or financial records, Social Security numbers or other such information, then this information must be handled with the utmost care both within facilities in Outside Counsel’s control, and certainly when that information is being transported. Under no circumstances shall such confidential information be transported outside Outside Counsel’s offices—either physically or over the public internet—unless the information is appropriately encrypted. In the event information is compromised or potentially compromised, Outside Counsel must notify the City immediately.

Outside Counsel must follow all statutory, regulatory, and ethical provisions relating to privacy, confidentiality and nondisclosure of all privileged, proprietary and confidential information. Outside Counsel must take appropriate measures to ensure that all legal and
nonlegal personnel are familiar with this requirement and are effectively supervised in this regard.

Vendors to whom Outside Counsel gives access to confidential or proprietary material of the City (including work product) must sign the confidentiality agreement attached as Appendix A. It is the responsibility of Outside Counsel to obtain a signed confidentiality agreement from each vendor and to retain those agreements.

This Confidentiality Section, and the corresponding Confidentiality Agreement attached as Appendix A, is above and beyond any relationships or privileges held or created separate and apart from this Agreement.

**IX. NEW JERSEY BUSINESS REGISTRATION REQUIREMENTS**

Outside Counsel shall provide written notice to its subcontractors of the responsibility to submit proof of business registration to the contractor.

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

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

A business organization that fails to provide a copy of a business registration as required pursuant to section 1 of P.L.2001, c.134 (C.52:32-44 et al.) or subsection e. or f. of section 92 of P.L.1977, c.110 (C.5:12-92), or that provides false business registration information under the requirements of either of those sections, shall be liable for a penalty of $25 for each day of violation, not to exceed $50,000 for each business registration copy not properly provided under a contract with a contracting agency.

**X. TERMINATION**

The City reserves the right to terminate the within Agreement at any time for any reason whatsoever, in which event Outside Counsel shall be paid for services due up to the date of termination. Thereafter, this Agreement shall be considered null and void with no further rights or obligations emanating therefrom. Unless sooner terminated or renewed, this contract shall be for a term of one (1) year commencing on the date the contract is executed by City officials.
XI. GENERAL TERMS

A. Governing Law/Jurisdiction.

This Agreement will be interpreted in accordance with, and governed by, the laws of the State of New Jersey. The courts of the State of New Jersey will have exclusive jurisdiction and the parties irrevocably attorney to the jurisdiction of such courts.

B. Counterparts Clause.

This Agreement may be executed by e-mail in counterparts all of which will be deemed originals and legally binding once delivered to each of the other parties’ authorized e-mail addresses and such delivery is acknowledged by reply e-mail. Although not necessary to legally bind the parties, each party agrees to promptly circulate signed originals in sufficient number to the other parties for record-keeping purposes after completing the e-mail execution and delivery. All counterparts when executed and delivered (by e-mail or in paper form) will be construed together to be an original and will constitute one and the same agreement.

By accepting an engagement by the City, law firms will be deemed to have familiarized themselves with this agreement and to have agreed to adhere to it in all respects, now and as they may be amended from time to time upon written notice and acceptance. This acceptance is a matter both of contract and professional responsibility.

Attest: City of Jersey City

Robert Byrne
City Clerk

Robert Kakoleski
Business Administrator

WITNESS: Charles Montange, Esq.

By:
Firm:
Confidentiality Agreement

(Subcontractor), as a contractor of Outside Counsel retained by the City of Jersey City (the "City") pursuant to an "Outside Counsel Agreement" dated , hereby acknowledges and agrees as follows:

1. All documents and data, including but not limited to financial, statistical, personnel, customer and/or technical documents, owned or supplied by the City to the Subcontractor, shall be treated as confidential (Documents and Data). The Subcontractor shall take all necessary and reasonable precautions to ensure that the City’s Documents and Data are safeguarded. Use of the Documents and Data is strictly limited to that use necessary to complete the scope of work agreed upon, which may include disclosure to employees, officers or agents of any subcontractor assisting with the scope of work. Any other use, and any sale or offering of the Documents and Data in any form by the Subcontractor, or any individual or entity in the Subcontractor’s charge or employ, will be considered a violation of this Confidentiality Agreement and may result in termination of the agreement between Subcontractor and the law firm retained by the City, and the Subcontractor’s suspension or debarment from City contracting. In addition, such conduct may be reported to the appropriate authorities for possible criminal prosecution.

2. Subcontractor shall be responsible to ensure that all agents and individuals or entities in the Subcontractor’s charge or employ adhere to this Confidentiality Agreement. A breach of confidentiality by any individual or entity in the Subcontractor’s charge or employ will be considered a violation of this Confidentiality Agreement by the Subcontractor.

3. In the event that Subcontractor, its agent or any individual or entity in the Subcontractor’s charge or employ receives a subpoena, demand, or other request for any of the City’s documents or data, Subcontractor shall promptly notify the City and shall not turn over any of the City’s documents or data.

4. The Subcontractor shall comply with all applicable City and Federal laws that require the notification of individuals in the event of unauthorized release of personally-identifiable information or other event requiring notification. In the event of a breach of any of the Subcontractor’s confidentiality obligations or other event requiring notification under applicable law ("Notification Event"), the Subcontractor agrees to assume responsibility for informing all such individuals in accordance with applicable law and to indemnify, hold harmless and defend the City and its trustees, officers, and employees from and against any claims, damages, or other harm related to such Notification Event.

5. Upon termination of this Confidentiality Agreement the Subcontractor shall return or erase, destroy, and render unreadable all Subcontractor copies of City Documents and Data, both physical and electronic, and certify in writing that these actions have been completed within 30 days of the termination of this Confidentiality Agreement or within 14 days of the request of an agent of the City, whichever shall come first.
6. This Confidentiality Agreement shall survive the Subcontractor’s termination of the contract between the law firm retained by the City and Subcontractor or upon completion of the scope of work related to the City.

Subcontractor/Firm: ________________________________

By: ________________________________________________________________________________

Title: ______________________________________________________________________________

Date: __________
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: Law offices of Charles H. Martung

Signed: Title: Attorney

Print Name: Charles H. Martung Date: 11 Jan 2017

Subscribed and sworn before me this 11 day of Jan, 2017
My Commission expires: 

(Sagar Gandhi) (Notary Public)

(Print name & title of affiant) (Corporate Seal)

Notary Public
State of Washington
Sagar Gandhi
My Appointment Expires Mar 2, 2019

**Pursuant to Section 2 of Ordinance 08-128, no contributions or solicitation of contributions made prior to the effective date Ordinance 08-128 (September 23, 2008) shall be deemed to be a violation of the Ordinance.
BUSINESS ENTITY DISCLOSURE CERTIFICATION
FOR NON-FAIR AND OPEN CONTRACTS
Required Pursuant To N.J.S.A. 19:44A-20.8
CITY OF JERSEY CITY

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

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

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

Check the box that represents the type of business entity:

- Partnership
- Corporation
- Sole Proprietorship
- Subchapter S Corporation
- Limited Partnership
- Limited Liability Corporation
- Limited Liability Partnership

<table>
<thead>
<tr>
<th>Name of Stock or Shareholder</th>
<th>Home Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>Charles H. Monroyce</td>
<td>424 N.W. 6th St. Seattle WA 98101</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:
Signed: /s/ Charles H. Monroyce
Print Name: Charles H. Monroyce
Title: Attorney
Date: 11 Jan 2017

Subscribed and sworn before me this 11 day of January 2017

My Commission expires: MARCH 2, 2019

SAGAR GANDHI
(Noteary Public)

Notary Public
State of Washington
SAGAR GANDHI
My Appointment Expires Mar 2, 2019
EXHIBIT A (Continuation)

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

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

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

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

- Letter of Federal Affirmative Action Plan Approval
- Certificate of Employee Information Report
- Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treas/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): Charles H. Montana
Representative's Signature: 
Name of Company: Law Offices of Charles H. Montana
Tel. No.: 201-546-1936 Date: 11 Jun 2017
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 prohibit discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expenses to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at his own expense.

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

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

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

Representative's Name/Title/Print:            
Representative's Signature:              
Name of Company:                      
Fax No.: 216-346-1636                  
Date: 11-1-201
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: Charles H. Monteag
Address: 426 Nw 162nd St, Seattle, WA 98177
Telephone No.: 206-516-1936
Contact Name: Charles H. Monteag

Please check applicable category:

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

___ Woman Owned Business (WBE)  X Neither

Definitions

Minority Business Enterprise

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

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

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

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

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

Woman Business Enterprise

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

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

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

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

Business Name: Charles H. Montaner
Address: 426 N.W. 1st Ave, Seattle WA 98119
Telephone No.: 206-546-1234
Contact Name: Charles H. Montaner

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

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

Woman Business Enterprise

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

DIVISION OF PURCHASING COPY
C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM
Required Pursuant To N.J.S.A. 19:44A-20.26

This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.

Part I - Vendor Information

| Vendor Name: | Charles H. Montgomery |
| Address:     | 426 NW 162d St.       |
| City:        | Seattle               |
| State:       | WA                    |
| Zip:         | 98171                 |

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: Charles H. Montgomery
Title: Attorney

Part II - Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than $300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

☐ Check here if disclosure is provided in electronic form.

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<thead>
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<th>Contributor Name</th>
<th>Recipient Name</th>
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☐ Check here if the information is continued on subsequent page(s)
CERTIFICATE OF EMPLOYEE INFORMATION REPORT

RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of 15-AUG-2016 to 15-AUG-2023.

LAW OFFICES OF CHARLES H MONTANGE
426 NW 162ND STREET
SEATTLE WA 98177

FORD M. SCUDDER
Acting State Treasurer
Resolution of the City of Jersey City, N.J.

Resolution Amending Resolution No. 16.621 That Awarded A Professional Services Agreement with Riker, Danzig, Scherer, Hyland & Perretti, LLP

COUNCIL

offered and moved adoption of the following resolution:

WHEREAS, on September 14, 2016 the Municipal Council adopted Resolution No. 16.621 which authorized a professional services agreement with Riker, Danzig, Scherer, Hyland & Perretti, LLP; and

WHEREAS, the contract term is one year ending September 14, 2017 and the total contract amount for these services shall not exceed $75,000; and

WHEREAS, an incorrect account number was listed on Resolution No. 16.621 and no funds were encumbered; and

WHEREAS, a temporary encumbrance in the amount of $10,000 is available in account no. 17-01-201-20-155-312; and

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

1. This resolution amends Resolution No. 16.621 that was adopted September 14, 2016 to include the correct account number and to enable the encumbering of funds needed to pay for the remainder of the contract.

2. Pursuant to N.J.A.C. 5:30-5.5(a), the continuation of the contract after the expenditure of funds encumbered in the 2017 calendar year temporary budget shall be subject to the appropriation of sufficient funds in the 2017 calendar year permanent budget.

I hereby certify that there are sufficient funds available in Account No. 17-01-201-20-155-312 for payment of this resolution.

Donna Mauer, Chief Financial Officer

APPROVED:

APPROVED AS TO LEGAL FORM:

Corporation Counsel

Certification Required □

Not Required □

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 2.22.17

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<th>AYE</th>
<th>NAY</th>
<th>N.V.</th>
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<td>ROBINSON</td>
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<td>LAVARRO, PRES</td>
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✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.
RESOLUTION FACT SHEET – 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 AMENDING A PROFESSIONAL SERVICES AGREEMENT WITH RIKER, DANZIG, SCHERER, HYLAND & PERRETTI, LLP

Initiator

<table>
<thead>
<tr>
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<th>Law</th>
<th>Law</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name/Title</td>
<td>Jeremy Farrell</td>
<td>Corporation Counsel</td>
</tr>
<tr>
<td>Phone/email</td>
<td>201-547-4667</td>
<td><a href="mailto:JFarrell@jcnj.org">JFarrell@jcnj.org</a></td>
</tr>
</tbody>
</table>

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

Resolution Purpose

To correct the account number and encumber funds.

I certify that all the facts presented herein are accurate.

[Signature of Department Director] [Date]
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 to 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 agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

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

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

The contractor and the City of Jersey City, (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 12101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or insured 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: Jonathan P. Vuolo, Partner
Representative's Signature:
Name of Company: Riker Danzig Scherer Hyland & Perretti LLP
Tel. No.: 973-451-8573 Date: August 10, 2010
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 ensure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

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- Letter of Federal Affirmative Action Plan Approval
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The undersigned vendor certifies their company's receipt, knowledge and commitment to comply with:

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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): Jonathan P. Yopito, Partner
Representative's Signature: [Signature]
Name of Company: Riker Danzig Scherer Hyland & Perretti LLP
Tel. No.: 973-451-8573
Date: August 10, 2016
Minority/Woman Business Enterprise (MWBE)
Questionnaire for Bidders

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

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

Business Name: Riker Danzig Scherer Hyland & Perretti LLP
One Speedwell Avenue, Morristown, New Jersey 07962-1981
973-538-0800
Contact Name: Jonathan P. Vuotto, Partner

Please check applicable category:

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

_____ Woman Owned business (WBE)  X  Neither

Definitions
Minority Business Enterprise

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

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

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

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

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

Woman Business Enterprise

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

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

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

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

**Business Name:**
Riker Danzig Scherer Hyland & Perretti LLP

**Address:**
One Speedwell Avenue, Morristown, New Jersey 07962-1991

**Telephone No.:**
973-538-0800

**Contact Name:**
Jonathan F. Vuotto, Partner

Please check applicable category:

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

**Definitions**

**Minority Business Enterprise**

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

- **African American:** a person having origins in any of the black racial groups of Africa.
- **Hispanic:** a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.
- **Asian:** a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.
- **American Indian or Alaska Native:** a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

**Woman Business Enterprise**

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

DIVISION OF PURCHASING COPY
CERTIFICATION OF COMPLIANCE WITH THE CITY OF JERSEY CITY CONTRACTOR PAY-TO-PLAY REFORM ORDINANCE 08-128 ADOPTED ON SEPTEMBER 3, 2008

PART I - Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that (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: Riker Danzig Scherer Hyland & Perretti LLP

Signed: ______________________________________
Print Name: Jonathan P. Vuotto
Date: August 10, 2016

Subscribed and sworn before me this 20th day of __________, 2011.
My Commission expires: ______________________________________

[Signature]

Anne E. Olsen
Notary Public of New Jersey
My Commission Expires November 1, 2020

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

**FOR NON-FAIR AND OPEN CONTRACTS**

Required Pursuant To N.J.S.A. 19:44A-20.8

**CITY OF JERSEY CITY**

**Part I - Vendor Affirmation**

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

<table>
<thead>
<tr>
<th>Election Fund for Steven Fulop (2013)</th>
<th>Councilperson Frank Gajewski</th>
</tr>
</thead>
<tbody>
<tr>
<td>Team Fulop</td>
<td>Councilperson Khemraj &quot;Chico&quot; Ramchal</td>
</tr>
<tr>
<td>Team Fulop Runoff</td>
<td>Councilperson Richard Boggiano</td>
</tr>
<tr>
<td>Lavaro for Council</td>
<td>Councilperson Michael Yun</td>
</tr>
<tr>
<td>Councilperson Joyce E. Watterman</td>
<td>Councilperson Candice Osborne</td>
</tr>
<tr>
<td>Councilperson Daniel Rivera</td>
<td>Councilperson Diane Coleman</td>
</tr>
</tbody>
</table>

**Part II - Ownership Disclosure Certification**

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

Check the box that represents the type of business entity:

- [ ] Partnership
- [ x ] Corporation
- [ ] Sole Proprietorship
- [ ] Subchapter S Corporation
- [ ] Limited Partnership
- [ ] Limited Liability Corporation
- [ ] Limited Liability Partnership

<table>
<thead>
<tr>
<th>Name of Stock or Shareholder</th>
<th>Home Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>None</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: Riker Danzig Scherer Hyland & Perretti LLP

Signed: [Signature]

Print Name: Jonathan P. Vulto

Title: Partner

Date: August 10, 2016

Subscribed and sworn before me this 24th day of August, 2016

[Signature]

My Commission expires: November 1, 2020

[Signature]

(Print name & title of affiant) (Corporate Seal)
C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM
Required Pursuant To N.J.S.A. 19:44A-20.25

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: Rider Dandy Scherler Hyland & Perrotti LLP
Address: One Speedwell Avenue

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.

Jonathan P. VuoHo
Partner

Part II - Contribution Disclosure
Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than $300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

☐ Check here if disclosure is provided in electronic form.

<table>
<thead>
<tr>
<th>Contributor Name</th>
<th>Recipient Name</th>
<th>Date</th>
<th>Dollar Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>None</td>
<td></td>
<td></td>
<td>$</td>
</tr>
</tbody>
</table>

☐ Check here if the information is continued on subsequent page(s)
CERTIFICATE OF EMPLOYEE INFORMATION REPORT
RENEWAL
This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to
N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in
effect for the period of 15-MAR-2014 to 15-MAR-2017

RIKER, DANZIG, SCHERER, HYLAND & PERETTI
ONE SPEEDWELL AVENUE
MORRISTOWN NJ 07960

Andrew P. Siderman-Eristoff
State Treasurer
RESOLUTION AWARDING A PROFESSIONAL SERVICES AGREEMENT TO ANDREW C. ABRAMS, ESQ., ATTORNEY AT LAW OF THE STATE OF NEW JERSEY TO SERVE AS CHIEF MUNICIPAL PUBLIC DEFENDER IN THE JERSEY CITY MUNICIPAL COURT IN ADDITION TO PERFORMING HIS DUTIES AS A PUBLIC DEFENDER FOR THE 2017 CALENDAR YEAR

COUNCIL offered and moved adoption of the following Resolution:

WHEREAS, the City of Jersey City established a Public Defender Program to represent indigent individuals in the Jersey City Municipal Court by executing professional services agreements with private attorneys, and

WHEREAS, by virtue of the adoption of a resolution to engage attorney's to act as public defender, Andrew C. Abrams, Esq. of 295 Newark Avenue, Jersey City, New Jersey will perform the duties of a Public Defender; and

WHEREAS, pursuant to PL 1997-c.256.Sec. 3 (N.J.S.A, 28:12-28), any municipal court with two or more municipal public defenders shall have a Chief Municipal Defender who shall be appointed by the governing body of the municipality; and

WHEREAS, in accordance with N.J.S.A, 28:12-28, the City is desirous of appointing Andrew C. Abrams, Esq., as Chief Municipal Public Defender effective January 1, 2017 and expiring on December 31, 2017; and

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

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

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

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

WHEREAS, Andrew C. Abrams, Esq. has submitted its Certification of Compliance with the City Contractor Pay-to-Play Reform Ordinance 08-128 adopted on September 3, 2008; and

WHEREAS, Andrew C. Abrams, Esq. will receive the sum of Fourteen-Thousand ($14,000.00) Dollars per year paid in monthly increments.
WITHDRAWN

RESOLUTION AWARTING A PROFESSIONAL SERVICES AGREEMENT TO ANDREW C. ABRAMS, ESQ., ATTORNEY AT LAW OF THE STATE OF NEW JERSEY TO SERVE AS CHIEF MUNICIPAL PUBLIC DEFENDER IN THE JERSEY CITY MUNICIPAL COURT IN ADDITION TO PERFORMING HIS DUTIES AS A PUBLIC DEFENDER FOR THE 2017 CALENDAR YEAR

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

1. Andrew C. Abrams, Esq. shall serve as Chief Municipal Public Defender in addition to the duties he is performing for the City of Jersey City as a Public Defender.

2. The total amount of this contract will be Fourteen Thousand ($14,000.00) Dollars.

3. A copy of this Resolution shall be printed in a newspaper of general circulation.

I hereby certify that Fourteen Thousand ($14,000.00) Dollars is available in Account No. 17-01-201-43-495-312 for payment of this resolution.

Donna Mauer, Chief Financial Officer

<table>
<thead>
<tr>
<th>COUNCILPERSON</th>
<th>AYE</th>
<th>NAY</th>
<th>N.V.</th>
<th>UNCILPERSON</th>
<th>AYE</th>
<th>NAY</th>
<th>N.V.</th>
</tr>
</thead>
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<td>Gajeviski</td>
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<td>Cera</td>
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<td>Itermann</td>
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<tr>
<td>Boggiano</td>
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<td>Aaro, Pres.</td>
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</tr>
</tbody>
</table>

ű Indicates Vote

N.Y.: Not Voting (Abstain)

Adopted at a meeting of the Muni

Rolando R. Lavano, Jr., President of Council

Robert Byrne, City Clerk

APPROVED: Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel

Certification Required □ Not Required □ APPROVED

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 2.22.17

WITHDRAWN
RESOLUTION FACT SHEET – CONTRACT AWARD
This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution
| RESOLUTION AWARDING A PROFESSIONAL SERVICE AGREEMENT TO ANDREW C. ABRAMS, ESQ., ATTORNEY AT LAW IN THE STATE OF NEW JERSEY TO SERVE AS CHIEF MUNICIPAL PUBLIC DEFENDER IN THE JERSEY CITY MUNICIPAL COURT IN ADDITION TO PERFORMING HIS DUTIES AS A PUBLIC DEFENDER FOR CALENDAR YEAR 2017 |

Project Manager

<table>
<thead>
<tr>
<th>Department/Division</th>
<th>Business Administration</th>
<th>Office of the Public Defender</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name/Title</td>
<td>Andrew C. Abrams</td>
<td>Chief Public Defender</td>
</tr>
<tr>
<td>Phone/Email</td>
<td>(201) 209-6761</td>
<td><a href="mailto:ACAAWLAW3@AOL.COM">ACAAWLAW3@AOL.COM</a></td>
</tr>
</tbody>
</table>

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

Contract Purpose

The Supreme Court of New Jersey extended the right to assign counsel to represent indigent defendants in municipal court proceedings. The State Legislature enacted the Municipal Public Defenders Act requiring the appointment of a Chief Municipal Public Defender and Municipal Public Defenders by each municipal government in the State. The City of Jersey City established a Public Defender program by executing agreements with private attorneys.

Cost (Identify all sources and amounts) | Contract term (include all proposal renewels)
--- | ---
$14,000 per year | One year
Acct. No. 17-01-201-43-495-312 |  

Type of award

If “Other Exception”, enter type

Additional Information

I certify that all the facts presented herein are accurate.

Signature of Department Director ___________________________ Date ______________________
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 cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

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

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

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

Representative's Name/Title Print: ____________________________
Representative's Signature: ____________________________
Name of Company: ____________________________
Tel. No.: ____________________________ Date: ________________
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. 10:5-31 and NJ.A.C. 17:27
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
Goods, Professional Services and General Service Contracts
(Mandatory Affirmative Action Language)

The undersigned vendor further agrees to furnish the required forms of evidence and understands that their contract/company's bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

Representative's Name/Title (Print): 

Representative's Signature: 

Name of Company: 

Tel. No.: 

Date: 

1/28/11
STATE OF NEW JERSEY DEPARTMENT OF THE TREASURY
Division of Contract Compliance & Equal Employment Opportunity
VENDOR ACTIVITY SUMMARY REPORT

CERTIFICATE NO. __________________________

NAME OF FACILITY: Ablemans Copy

Address: 295 Mountain Ave
City: Jersey City
County: Hudson
State: NJ
Zip Code: 07302

<table>
<thead>
<tr>
<th>JOB CATEGORIES</th>
<th>MALE</th>
<th>FEMALE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Officials &amp; Managers</td>
<td>3</td>
<td>1</td>
</tr>
<tr>
<td>Professionals</td>
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</tr>
<tr>
<td>Technicians</td>
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</tr>
<tr>
<td>Total</td>
<td>3</td>
<td>1</td>
</tr>
</tbody>
</table>

I certify that the information on this form is true and correct.

NAME OF PERSON COMPLETING FORM (Print or Type):

Signature: __________________________

DATESubmitted: 10/17

ADDRESS (NO. & STREET) (CITY) (STATE) (ZIP) PHONE (AREA CODE, NO. EXTENSION)
295 Mountain Ave, Jersey City, NJ 07302, (201) 659-5500
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: Andrew C. Abraham
Address: 295 Newark Ave, Jersey City NJ 07302
Telephone No.: 201-659-5500
Contact Name: Andrew C. Abraham

Please check applicable category:

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

Definitions

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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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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
**Sample Employee Information Report Form AA302**

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

**EMPLOYEE INFORMATION REPORT**

**SECTION A - COMPANY IDENTIFICATION**

- **COMPANY NAME**: Andrew C. Abrams
- **ADDRESS**: 295 Newark Ave, Jersey City, Hudson, NJ 07302
- **CITY**: Jersey City
- **STATE**: NJ
- **ZIP CODE**: 07302

**SECTION B - EMPLOYMENT DATA**

1. Report all permanent, temporary, and part-time employees ON YOUR OWN PAYROLL. Enter the appropriate figures on all lines and in all columns.

**JOBS**

<table>
<thead>
<tr>
<th>Category</th>
<th>Total</th>
<th>Male</th>
<th>Female</th>
<th>Black</th>
<th>Hispanic</th>
<th>Asian</th>
<th>America</th>
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<tbody>
<tr>
<td>Official/Managers</td>
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<td>TOTAL</td>
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</tbody>
</table>

The table above shall not be included in the figures for the appropriate category column above.

12. HOW WERE THE INFORMATION AUTO-GENERATED?
- [ ] VIA SURVEY
- [ ] OTHER (Specify)

13. DATE OF PAYROLL PERIOD COVERED
- [ ] 1ST  [ ] 2ND  [ ] 3RD  [ ] 4TH  [ ] 5TH  [ ] 6TH  [ ] 7TH  [ ] 8TH  [ ] 9TH  [ ] 10TH  [ ] 11TH  [ ] 12TH

14. NAME OF PERSON COMPLETING FORM (Type or Print)
- Andrew C. Abrams

15. DATE
- [ ] 1ST  [ ] 2ND  [ ] 3RD  [ ] 4TH  [ ] 5TH  [ ] 6TH  [ ] 7TH  [ ] 8TH  [ ] 9TH  [ ] 10TH  [ ] 11TH  [ ] 12TH

16. NAME OF PERSON COMPLETING FORM (Print or Type)
- Andrew C. Abrams

17. AGE GRADE OF AGENCY
- [ ] COUNTY
- [ ] STATE
- [ ] ZIP CODE

18. TOTAL EMPLOYEES 295 Newark Ave, Jersey City, Hudson, NJ 07302 21-6154-5520
CERTIFICATION OF COMPLIANCE WITH THE CITY OF JERSEY CITY CONTRACTOR PAY-TO-PLAY REFORM ORDINANCE 08-128 ADOPTED ON SEPTEMBER 3, 2008

PART I - Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that [name of business entity] has not made any reportable contributions in the **one-year period preceding (date City Council awards contract) that would be deemed to be violations of Section One of the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128 (attached hereto) and that would bar the award of this contract. I further certify that during the term of the contract (name of business entity) will not make any reportable contributions in violation of Ordinance 08-128.

PART II - Signature and Attestation:

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

Name of Business Entity: [name of business entity]

Signed: [signature]

Title: [title]

Print Name: [name of business entity]

Date: [date]

Subscribed and sworn before me this [day of month] day of [month], 2016.

My Commission expires:

(Paint 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.**

G:\WYDOCK\KEN\Pay to Play\Pay-to-Play Certification following Ord. 08-128.wpd
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 (s).

<table>
<thead>
<tr>
<th>Election Fund for Steven Fulop (2013)</th>
<th>Councilperson Frank Gajewski</th>
</tr>
</thead>
<tbody>
<tr>
<td>Team Fulop</td>
<td>Councilperson Khemraj &quot;Chico&quot; Ramchal</td>
</tr>
<tr>
<td>Team Fulop Runoff</td>
<td>Councilperson Richard Boggiano</td>
</tr>
<tr>
<td>Lavarro for Council</td>
<td>Councilperson Michael Yun</td>
</tr>
<tr>
<td>Councilperson Joyce E. Waterman</td>
<td>Councilperson Candice Osborne</td>
</tr>
<tr>
<td>Councilperson Daniel Rivera</td>
<td>Councilperson Diane Coleman</td>
</tr>
</tbody>
</table>

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

Check the box that represents the type of business entity:

☐ Partnership  ☐ Corporation  ☑ Sole Proprietorship  ☐ Subchapter S Corporation
☐ Limited Partnership  ☐ Limited Liability Corporation  ☐ Limited Liability Partnership

<table>
<thead>
<tr>
<th>Name of Stock or Shareholder</th>
<th>Home Address</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</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: [Name]
Signed: [Signature]  Title: [Title]
Print Name: [Print Name]  Date: [Date]

[Subscribed and sworn before me this ___ day of December, 2016]

My Commission expires: [Expiry Date]

(Print name & title of affiant)  (Corporate Seal)
C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant To N.J.S.A. 19:44A-20.26

This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.

Part I - Vendor Information

Vendor Name: Andrew C. Abramson
Address: 295 New Ave
City: Jersey City, NJ, Zip: 07302

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

☐ Check here if the information is continued on subsequent page(s)
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)292-1730.

I wish you continued success in your business endeavors.

Sincerely,

James J. Fruscione
Acting Director
New Jersey Division of Revenue

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

TAXPAYER NAME: ABRAMS, ANDREW C
ADDRESS: 255 NEWARK AVE
JERSEY CITY NJ 07302
EFFECTIVE DATE: 09/15/06

TRADE NAME: 
SEQUENCE NUMBER: 1264994
ISSUANCE DATE: 09/15/06

Acting Director
New Jersey Division of Revenue
CERTIFICATE OF EMPLOYEE INFORMATION REPORT

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of 15 OCT 2014 - 15 OCT 2021.

ANDREW C. ABRAMS
255 NEWARK AVENUE
JERSEY CITY NJ 07302

Andrew P. Sidamon-Eristoff
State Treasurer
Resolution of the City of Jersey City, N.J.

COUNCIL MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, in 1971, the Supreme Court of New Jersey extended the right to assign counsel to represent indigent defendants in municipal court proceedings where such defendants are subject, if convicted, to a threat or likelihood of imprisonment or other consequences of magnitude, Rodriguez v. Rosenblatt, 58 N.J. 281 (1971); and

WHEREAS, in March 1998, the State Legislature enacted the Municipal Public Defenders Act, N.J.S.A. 2B:24-1 et seq.; and

WHEREAS, N.J.S.A. 2B:24-1(d) provides that it is essential to require the appointment of Municipal Public Defenders by each municipal government in the State; and

WHEREAS, the City of Jersey City establishes a Public Defender Program to represent indigent individuals in the Jersey City Municipal Court by executing professional services agreements with private attorneys; and

WHEREAS, the prior professional services agreements expired on December 31, 2016; and

WHEREAS, each attorney named on the list attached hereto is licensed to practice law in the State of New Jersey, has experience in criminal law and is otherwise qualified to serve as Public Defender; and

WHEREAS, each attorney will enter into a professional services agreement with the City of Jersey City to serve as Public Defender for a period not to exceed one year effective as January 1, 2017; and

WHEREAS, the professional services agreement for any of the participating attorneys may be cancelled at any time during the 2017 Calendar Year; and

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

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

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

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

WHEREAS, each attorney 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, it is estimated that the annual cost of these contracts shall be approximately $300,000; and

WHEREAS, $68,000 is presently available in the temporary budget in Acct. No. 17-01-201-43-495-312 for the cost of these services.

WHEREAS, the continuation of the contracts after the expenditure of funds from the temporary budget is contingent upon the availability of funds in the permanent budget.
TITLE:

RESOLUTION AWARDING PROFESSIONAL SERVICE AGREEMENTS TO ATTORNEYS AT LAW IN THE STATE OF NEW JERSEY TO SERVE AS PUBLIC DEFENDERS IN THE JERSEY CITY MUNICIPAL COURT FOR CALENDAR YEAR 2017

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

1. The Business Administrator is authorized to execute an agreement with each of the attorneys named on the list attached hereto, to serve as a Public Defender in Jersey City Municipal Court for a period not to exceed one year commencing retroactively as of January 1, 2017 subject to the following terms and conditions.

   (a) Each attorney shall be compensated in the sum of Two-Hundred ($200.00) Dollars per session, with an additional sum of Seventy-Five ($75.00) Dollars per sessions paid in those cases where a trial extends beyond one session;

   (b) In a case where more than one defendant is eligible for a Public Defender, an attorney may be required to represent one of the co-defendants for the sum of Seventy-Five ($75.00) Dollars.

   (c) An attorney will be required to prosecute an appeal of any case tried by him or her to its conclusion for a fee of Seventy-Five ($75.00) Dollars.

   (d) All attorneys will be required to prepare notices suitable for filing with the Clerk of the Superior Court stating the defense costs for each person represented and will otherwise cooperate with the City in its efforts to seek reimbursement of such fees from the defendants.

2. The agreement with each attorney shall be in substantially the form attached, subject to such modification as the Business Administrator or Corporation Counsel deems appropriate or necessary.

3. A copy of this Resolution shall be printed in a newspaper of general circulation.

I hereby certify that there are sufficient funds available in Account No.: 17-01-201-43-495-312 for payment of this Resolution. (See PO #s attached)

Donna Mauer, Chief Financial Officer

APPROVED: ___________________________________________  APPROVED AS TO LEGAL FORM

APPROVED: ___________________________________________  Corporation Counsel

Certification Required ☐  Not Required ☐  APPROVED

RECORD OF COUNCIL VOTE ON FINAL PASSAGE  2.22.17

<table>
<thead>
<tr>
<th>COUNCILPERSON</th>
<th>AYE</th>
<th>NAY</th>
<th>N.V.</th>
<th>COUNCILPERSON</th>
<th>AYE</th>
<th>NAY</th>
<th>N.V.</th>
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<th>N.V.</th>
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<td>GAJewske</td>
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<td>Gadsden</td>
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<td>Boggiano</td>
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✓ Indicates Vote

WITHDRAWN

Recorded at a meeting of the Munici-
RESOLUTION FACT SHEET – CONTRACT AWARD
This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution
RESOLUTION AWARDING PROFESSIONAL SERVICE AGREEMENTS TO ATTORNEYS AT LAW IN THE STATE OF NEW JERSEY TO SERVE AS PUBLIC DEFENDERS IN THE JERSEY CITY MUNICIPAL COURT FOR CALENDAR YEAR 2017

Project Manager
<table>
<thead>
<tr>
<th>Department/Division</th>
<th>Business Administration</th>
<th>Office of the Public Defender</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name/Title</td>
<td>Andrew C. Abrams</td>
<td>Chief Public Defender</td>
</tr>
<tr>
<td>Phone/Email</td>
<td>(201) 209-6761</td>
<td></td>
</tr>
</tbody>
</table>

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

Contract Purpose
The Supreme Court of New Jersey extended the right to assign counsel to represent indigent defendants in municipal court proceedings. The State Legislature enacted the Municipal Public Defenders Act requiring the appointment of a Chief Municipal Public Defender and Municipal Public Defenders by each municipal government in the State. The City of Jersey City established a Public Defender program by executing agreements with private attorneys.

Cost (Identify all sources and amounts)  Contract term (include all proposal renewals)
| $300,000 per year | One year |
| Acct. No. 17-01-201-43-495-312 |

Type of award

If “Other Exception”, enter type

Additional Information

I certify that all the facts presented herein are accurate.

Signature of Department Director ___________________________ Date ___________________________
## JERSEY CITY MUNICIPAL PUBLIC DEFENDERS

### CALENDAR YEAR 2017

<table>
<thead>
<tr>
<th>Public Defender</th>
<th>Addresses</th>
<th>PO #</th>
<th>Vendor #</th>
</tr>
</thead>
<tbody>
<tr>
<td>Andrew Abrams, Esq.</td>
<td>J.C., N.J.</td>
<td>119906</td>
<td></td>
</tr>
<tr>
<td>Christina Bennett, Esq.</td>
<td>South Orange, N.J. 07079</td>
<td>119927</td>
<td></td>
</tr>
<tr>
<td>Christopher DeSocio, Esq.</td>
<td>North Bergen, N.J. 07047</td>
<td>119928</td>
<td></td>
</tr>
<tr>
<td>Jonathon Goodman, Esq.</td>
<td>Jersey City, N.J.</td>
<td>119929</td>
<td></td>
</tr>
<tr>
<td>Jacob Hudnut, Esq.</td>
<td>Jersey City, N.J.</td>
<td>120031</td>
<td></td>
</tr>
<tr>
<td>Carl Losito, Esq.</td>
<td>Hackensack, N.J. 07601</td>
<td>119930</td>
<td></td>
</tr>
<tr>
<td>Steven Maslo, Esq.</td>
<td>Ocean, N.J. 07712</td>
<td>119931</td>
<td></td>
</tr>
<tr>
<td>Reza Mazaheri, Esq.</td>
<td>New York, NY 10004</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Michael Pastacaldi, Esq.</td>
<td>Jersey City, N.J.</td>
<td>119933</td>
<td></td>
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<tr>
<td>Kevin Purvin, Esq.</td>
<td>North Bergen, N.J. 07047</td>
<td>119934</td>
<td></td>
</tr>
<tr>
<td>Adam Reisman, Esq.</td>
<td>Jersey City, N.J. 07307</td>
<td>120032</td>
<td></td>
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<tr>
<td>Steven Sciancalepore, Esq.</td>
<td>Kearny, N.J. 07032</td>
<td></td>
<td>119998</td>
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<tr>
<td>Robert Utsey, Esq.</td>
<td>Jersey City, N.J. 07306</td>
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<td>119937</td>
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<tr>
<td>Aglaia Papadopoulos-Vlantes</td>
<td>Jersey City, N.J. 07306</td>
<td></td>
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</tr>
<tr>
<td>Tiffany Williams, Esq.</td>
<td>Edgewater, N.J. 07020</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Resolution of the City of Jersey City, N.J.

City Clerk File No.  Res. 17-167
Agenda No.  10.Z.5
Approved:  FEB 22 2017

RESOLUTION AUTHORIZING THE EXECUTION OF A MORTGAGE
SUBORDINATION AGREEMENT AFFECTING THE PROPERTY KNOWN
AS 2022 KENNEDY BOULEVARD A/K/A BLOCK 23001, LOT 7

COUNCIL

WHEREAS, Elizabeth Costa, the owner of 2022 Kennedy Boulevard, a/k/a Block 23001, Lot 7
(Property), participated in the City of Jersey City’s (City) HORP Program; and

WHEREAS, the owner received from the City a $24,520.00 loan on September 18, 2013 for the purpose
of making home repairs; and

WHEREAS, the City’s loan self-amortizes over ten (10) years provided the owner resides at the property
and does not sell the property within ten (10) years; and

WHEREAS, the City’s loan was recorded as a second mortgage on the property with a first mortgage of
$46,000; and

WHEREAS, the owner now desires to refinance the first mortgage for a total first mortgage amount of
$56,000; and

WHEREAS, the lender, The Provident Bank, requires that the City’s mortgage to be made subordinate to
its loan; and

WHEREAS, the amount of the new first loan will be $56,000.00; and

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

WHEREAS, according to the recent appraisal report, the fair market value of the Property is $270,000;
and

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

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City that the
Mayor or Business Administrator is authorized to execute a mortgage subordination agreement, in a form
to be approved by Corporation Counsel, subordinating the City’s lien affecting 2022 Kennedy Boulevard,
Jersey City also known as Lot 7 in Block 23001 to the interests of the new first mortgage of The
Provident Bank, in an amount not to exceed $56,000.

APPROVED:
2/14/17

COUNCILPERSON  AYE  NAY  N.V.
GAJEWISKI  ABSENT
GADSDEN  ✓
BOGGIANO  ✓

COUNCILPERSON  AYE  NAY  N.V.
YUN  ✓
OSBORNE  ✓
ROBINSON  ✓

RIVERA  ✓
WATTERMAN  ✓
LAVARRO, PRES  ✓

N.V. Not Voting (Abstain)

APPROVED AS TO LEGAL FORM

Certification Required  ✓
Not Required  ❌

APPROVED 8-0

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

Rolando R. Lavarrro, Jr., President of Council

Robert Byrne, City Clerk
SUBORDINATION AGREEMENT

THIS SUBORDINATION AGREEMENT is made this ______ day of February, 2017, by and among the following: Elizabeth Costa, hereinafter referred to as "Owner" or "Borrower", the City of Jersey City, hereinafter referred to as "City" or "Subordinating Party", and The Provident Bank, hereinafter referred to as "Lender".

WITNESSTH

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

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

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

1. The Property subject to this Agreement is located at 2022 Kennedy Blvd., Jersey City, New Jersey a/k/a Block 23001, Lot 7.

2. The superior debt is more fully described in a note in the original principal sum of $56,000.00 executed by Borrower, made payable to Lender and secured by a Security Instrument which has been or is to be filed of record in the above County.

3. The subordinated debt is more fully described in a note in the original principal sum of $24,520.00 executed by Borrowers on September 18, 2013, recorded in Book 18260, at page 355 and made payable to the City of Jersey City (the Subordinating Party).

4. The Subordinating Party, for the consideration recited above, agrees that the subordinated debt is made subordinate, subject, and inferior by this Agreement to the superior debt held by the Lender.
5. This Agreement is binding upon and shall inure to the benefit of the heirs, executors, administrators, successors and assigns of each of the parties hereto.

Executed this ______ day of February, 2017.

CITY OF JERSEY CITY

By: ______________________
    Robert J. Kakoleski
    Business Administrator

STATE OF NEW JERSEY )
ss.: 
COUNTY OF HUDSON )

I CERTIFY that on February  , 2017, Robert J. Kakoleski personally came before me and stated to my satisfaction that this person (or if more than one, each person):

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

_________________________
James M. LaBianca
Attorney at Law, N.J.
Resolution of the City of Jersey City, N.J.

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

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

WHEREAS, certain economies can be achieved when public entities purchase goods and services together under a cooperative pricing agreement; and

WHEREAS, The Cooperative Purchasing Alliance is a lead agency under a Cooperative Pricing Agreement approved by the Division of Local Government Services; and

WHEREAS, the Department of Public Safety, Division of Police need computer equipment for their Communications & Technology Center; and

WHEREAS, Resolution 15.111 approved on February 10, 2015 authorized the City of Jersey City (City) to enter into a Cooperative Agreement with The National Cooperative Purchasing Alliance (NCPA); and

WHEREAS, the Division of Police wishes to purchase computer equipment from Spin Cube Inc., 3571 JFK Boulevard, Jersey City, New Jersey 07307; 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. Spin Cube Inc.'s proposal to purchase computer equipment be accepted and a contract in the amount of $32,104.33 is awarded to Spin Cube Inc.;

2. This contract is awarded pursuant to N.J.S.A. 52:34-6.2; and

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

(Continued on page 2)
RESOLUTION AUTHORIZING AN AWARD OF A CONTRACT TO SPIN CUBE INC. FOR THE PURCHASE, DELIVERY AND INSTALLATION OF COMPUTER EQUIPMENT FOR THE DEPARTMENT OF PUBLIC SAFETY, DIVISION OF POLICE THROUGH THE NATIONAL COOPERATIVE PURCHASING ALLIANCE

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

<table>
<thead>
<tr>
<th>Grant Account</th>
<th>PO #</th>
<th>Amount</th>
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<td>Total $32,104.33</td>
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</tbody>
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APPROVED: Peter Folgado, Director of Purchasing, QPA, RPPO

December 5, 2016

Corporation Counsel

APPROVED AS TO LEGAL FORM

COUNCILPERSON   AYE   NAY   N.V.   COUNCILPERSON   AYE   NAY   N.V.   COUNCILPERSON   AYE   NAY   N.V.
GAJEWSKI        YUN          |        |        |
GADSDEN         OSBORNE      |        |
BOGGIANO        ROBINSON     |        |

Record of Council Vote on Final Passage 2.22.17

WITHDRAWN

Robert R. Lavietes, Jr., President of Council

Robert Byrnes, 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 AWARD OF A CONTRACT TO SPIN CUBE INC. FOR THE PURCHASE, DELIVERY, AND INSTALLATION OF COMPUTER EQUIPMENT FOR THE DEPARTMENT OF PUBLIC SAFETY, DIVISION OF POLICE THROUGH THE NATIONAL COOPERATIVE PURCHASING ALLIANCE

Initiator

<table>
<thead>
<tr>
<th>Department/Division</th>
<th>Police Department</th>
<th>Grants</th>
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</thead>
<tbody>
<tr>
<td>Name/Title</td>
<td>Elyse Gibbs</td>
<td>Supervising Analyst Grant Applications Program Monitor</td>
</tr>
<tr>
<td>Phone/email</td>
<td>201-547-5413 or 862-754-1820</td>
<td><a href="mailto:ejgibbs@njjcps.org">ejgibbs@njjcps.org</a></td>
</tr>
</tbody>
</table>

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

Resolution Purpose

The purpose of this purchase is to equip the Intel Research Division and Street Crimes Unit with needed office equipment to support the units working under the COPS Office COPS Anti Crime Initiative Grant (CAGI) grant.

I certify that all the facts presented herein are accurate.

[Signature]  12/8/16
Signature of Public Safety Director  Date
### STATE OF NEW JERSEY
### BUSINESS REGISTRATION CERTIFICATE

<table>
<thead>
<tr>
<th>Field</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>Taxpayer Name:</td>
<td>SPINCUBE INC.</td>
</tr>
<tr>
<td>Trade Name:</td>
<td></td>
</tr>
<tr>
<td>Address:</td>
<td>53 JOHN STREET CLARK, NJ 07066</td>
</tr>
<tr>
<td>Certificate Number:</td>
<td>1847646</td>
</tr>
<tr>
<td>Effective Date:</td>
<td>January 24, 2014</td>
</tr>
<tr>
<td>Date of Issuance:</td>
<td>December 02, 2016</td>
</tr>
</tbody>
</table>

For Office Use Only:
20161202150603212

https://www1.state.nj.us/TYTR_BRC/servlet/common/BRCLogin 12/2/2016
Overview
Lenovo has U.S. headquarters in North Carolina. Our $34 billion global personal technology company recently became the world’s largest PC manufacturer. We operate in more than 66 countries serving customers in 160+ countries. Lenovo has more than 38,000 employees which include 3,200 designers, scientists and engineers. Market segments in federal, state, local government and education are essential to our growth and sustainment strategy making us a reliable, innovative and cost effective partner for your organization.

Contract Info
Awarded Vendor:
Lenovo

Contract Awarded:
Technology Solutions

Contract Number:
01-46

Lead Agency:
Region 14 ESC

Contract Term:
3 year term, October 1, 2015 to October 31, 2018
*Option to renew for five (5) additional one (1) year periods.

Due Diligence
Request for Proposal:
RFP for Technology Solutions

Awarded Vendor Response:
Lenovo's Response to RFP

Evaluation:
Bid Tab & Request for RFP List

Award Letter:
Region 14 Award Letter

Advertisements:
USA Today Ad 1
USA Today Ad 2
NCPA Website Ad

http://ncpa.us/vendors/Details/131
# Quotation

**Quote Number:** 2016-10-GRANTS-eq  
**Quote Date:** Nov 28, 2016

**Business Partner ID number:** 1213970455  
**Authorized Reseller:** Lenovo New Jersey NASPO ValuePoint  
**Computer Contract #:** 40121  
**Lenovo NCPSA Authorized Reseller**

---

**Customer ID:** JCPS-PD  
**Good/Inc:**  
**Payment Terms:** Net 30 Days  
**Sales Rep:** Alberto Scalia

<table>
<thead>
<tr>
<th>Quantity</th>
<th>Item</th>
<th>Description</th>
<th>Unit Price</th>
<th>Amount</th>
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<tbody>
<tr>
<td>1.00</td>
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<td>HP Color LaserJet Enterprise MFP M60 series</td>
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<td>4,539.25</td>
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<tr>
<td>1.00</td>
<td>Cust/Setup/instal</td>
<td>Custom setup/config of HP M630 printer HP list 469</td>
<td>375.00</td>
<td>375.00</td>
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<tr>
<td>3.00</td>
<td>10F4S7B00</td>
<td>ThinkCentre M90z, Intel Core i5-6500 (3.20GHz, 6MB), Windows 10 Pro 64, 8.0GB, 1x295GB SSD SATA III, DVD, Intel 8260 , 3YR Onsite NBD ValuePoint Qualified</td>
<td>1,353.00</td>
<td>4,059.00</td>
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<tr>
<td>3.00</td>
<td>Cust/Setup/instal</td>
<td>Custom setup/config of unit for JCPD and standard apps and network install Regular $375 15% discit with VALUEPOINT/WSCA Unit purchase.</td>
<td>318.65</td>
<td>955.95</td>
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<tr>
<td>3.00</td>
<td>mspsev1yr</td>
<td>MSP maintenance services for 1 year (discounted to 216/mo/unit)</td>
<td>2,477.44</td>
<td>7,432.32</td>
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**Subtotal** Continued

**Sales Tax** Continued

**TOTAL** Continued

---

**Drop Shipment**

---

**HP Printers are Prices in Accordance to NCPSA, Which Jersey City is A Registered Member.**  
POs should reference the NCPSA Contract number (NCPSA 01-55).
**QUOTATION**

Quote Number: 2016-10-GRANTS-eq  
Quote Date: Nov 28, 2016  
Page: 2

**Business Partner ID number 1213970455**  
Authorized Reseller  
Lenovo New Jersey NASPO ValuePoint  
Computer Contract #40121  
Lenovo NCPA Authorized Reseller

**Drop Shipment**

<table>
<thead>
<tr>
<th>Customer ID</th>
<th>Good Thru</th>
<th>Payment Terms</th>
<th>Sales Rep</th>
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<tbody>
<tr>
<td>JCPS-PD</td>
<td>12/28/16</td>
<td>Net 30 Days</td>
<td>Alberto Scalia</td>
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<tr>
<th>Quantity</th>
<th>Item</th>
<th>Description</th>
<th>Unit Price</th>
<th>Amount</th>
</tr>
</thead>
</table>

LENово Prices are in accordance to New Jersey NASPO ValuePoint Contract 40121 / MNWNC-117

Subtotal: 17,361.52  
Sales Tax:  
**TOTAL:** 17,361.52
**QUOTE DATE**  11/30/2016  
**QUOTE #**  L19655

**NATIONAL COMMUNICATIONS INC.**  
69 WASHINGTON STREET, WEST ORANGE, NJ 07052-5538  
PHONE (973)-325-3151  FAX (973)-325-2690  
INTERNET  WWW.TRYNCI.COM  EMAIL  NCISALES@TRYNCI.COM

**QUOTED TO:**  ACCOUNT # N  
EMAIL  
JERSEY CITY PUBLIC SAFETY/PD/FD  
75 BISHOP STREET  
JERSEY CITY, NJ 07302  
USA

**SHIP TO:**  
JERSEY CITY PUBLIC SAFETY/PD/FD  
75 BISHOP STREET  
JERSEY CITY, NJ 07302  
USA

<table>
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<tr>
<th>QUOTED TO</th>
<th>PO #</th>
<th>TERMS</th>
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<th>SALES REP</th>
<th>AVAILABLE TO SHIP</th>
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<tr>
<td></td>
<td>QUOTE</td>
<td>NET 30</td>
<td>FEDERAL EXPRESS</td>
<td>GK</td>
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<table>
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<tr>
<th>QTY</th>
<th>UOM</th>
<th>PART#</th>
<th>DESCRIPTION</th>
<th>UNIT PRICE</th>
<th>EXTENSION</th>
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<tbody>
<tr>
<td>1</td>
<td>NAP</td>
<td>HPM680F HP LASER COLOR JET ENTERPRISE MFP</td>
<td>$4,607.34</td>
<td>$4,607.34</td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>NAP</td>
<td>CUSTOM SETUP/CONFIG OF HP M680 PRINTER</td>
<td>$389.15</td>
<td>$389.15</td>
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<tr>
<td>3</td>
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<td>THINKCENTRE M900Z, INTEL CORE I5-6500</td>
<td>$1,368.16</td>
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<td>3</td>
<td>NAP</td>
<td>CUSTOM SETUP/CONFIG/INSTALL JCPD</td>
<td>$329.99</td>
<td>$989.97</td>
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<tr>
<td>3</td>
<td>NAP</td>
<td>1 YEAR MAINTENANCE SERVICES</td>
<td>$2,514.67</td>
<td>$7,544.01</td>
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<tr>
<td>1</td>
<td>NYDL</td>
<td>INSIDE DELIVERY INCLUDED</td>
<td>$0.00</td>
<td>$0.00</td>
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</table>

**QUOTE VALID FOR 30 DAYS**  
**QUOTE AMOUNT**  $17,635.01  
**SALES TAX**  $1,234.45  
**FREIGHT TO BE DETERMINED**  
**TOTAL QUOTE**  $18,869.46

ALL FOR ALL YOUR VOICE AND DATA NEEDS
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 ensure 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:

- N.J.S.A. 10:5-31 and N.J.A.C. 17:27

The undersigned vendor further agrees to furnish the required forms of evidence and understands that their contract/company's bid shall be rejected 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): **Alberto Soleda, Pres**

Representative's Signature: 

Name of Company: **Soleda Cake Inc**

Tel. No.: **201-741-8811**

Date: **3/24/16**
APPENDIX A

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

The contractor and the (hereinafter "owner") do hereby agree that the provisions of Title 11 of the Americans with Disabilities Act of 1990 (the "Act") (42 U.S.C. §12101 et seq.), which 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 its 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 claims 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:            骠           ผช
Representative's Signature:                    
Name of Company:                               
Tel. No.: 201-34-3811                         Date: 12/1/16
Minority/Woman Business Enterprise (MWBE) Questionnaire for Bidders

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

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

Business Name: Spin Cube Inc

Address: 3871 John F. Kennedy Blvd. Jersey C8, 07307

Telephone No.: 201-291-8871

Contact Name: Alberta Scaia

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-FAIR AND OPEN CONTRACTS
Required Pursuant To N.J.S.A. 19:44A-20.8

<NAME OF CONTRACTING AGENCY>

The following is statutory text related to the terms and citations used in the Business Entity Disclosure Certification form.

"Local Unit Pay-To-Play Law" (P.L. 2004, c.19, as amended by P.L. 2005, c.51)

19:44A-20.6 Certain contributions deemed as contributions by business entity.
5. When a business entity is a natural person, a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity. When a business entity is other than a natural person, a contribution by any person or other business entity having an interest therein shall be deemed to be a contribution by the business entity.

19:44A-20.7 Definitions relative to certain campaign contributions.
5. As used in sections 2 through 12 of this act:
"business entity" means any natural or legal person, business corporation, professional services corporation, limited liability company, partnership, limited partnership, business trust, association or any other legal commercial entity organized under the laws of this State or of any other state or foreign jurisdiction.
"interest" means the ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit, as appropriate;
Temporary and Executing
12. Nothing contained in this act shall be construed as affecting the eligibility of any business entity to perform a public contract because that entity made a contribution to any committee during the one-year period immediately preceding the effective date of this act.

The New Jersey Campaign Contributions and Expenditures Reporting Act (N.J.S.A. 19:44A-1 et seq.)

19:44A-3 Definitions. In pertinent part...

p. The term "political party committees" means the State committee of a political party, as organized pursuant to R.S.19:5-4, any county committee of a political party, as organized pursuant to R.S.19:5-3, or any municipal committee of a political party, as organized pursuant to R.S.19:5-2.

q. The term "candidate committees" means a committee established pursuant to subsection a of section 9 of P.L.1973, c.63 (C.19:44A-9) for the purpose of receiving contributions and making expenditures.

r. The term "joint candidates committees" means a committee established pursuant to subsection a of section 9 of P.L.1973, c.63 (C.19:44A-9) by at least two candidates for the same elective public offices in the same election in a legislative district, county, municipality or school district, but not more candidates than the total number of the same elective public offices to be filled in that election, for the purpose of receiving contributions and making expenditures. For the purpose of this subsection: ...; the offices of member of the board of chosen freeholders and county executive shall be deemed to be the same elective public offices in a county; and the offices of mayor and member of the municipal governing body shall be deemed to be the same elective public offices in a municipality.

19:44A-8 and 16 Contributions, expenditures, reports, requirements.
While the provisions of this section are too extensive to reprint here, the following is deemed to be the pertinent part affecting amounts of contributions.
"The $300 limit established in this subsection shall remain as stated in this subsection without further adjustment by the commission in the manner prescribed by section 22 of P.L.1993, c.65 (C.19:44A-7.2)"
Part II - Any Direct or Indirect Parent Entity Which is Publicly Traded:

"To comply with this section, a bidder with any direct or indirect parent entity which is publicly traded may submit the name and address of each publicly traded entity and the name and address of each person that holds a 10 percent or greater beneficial interest in the publicly traded entity as of the last annual filing with the federal Securities and Exchange Commission or the foreign equivalent, and, if there is any person that holds a 10 percent or greater beneficial interest, shall submit links to the websites containing the last annual filings with the federal Securities and Exchange Commission or the foreign equivalent and the relevant page numbers of the filings that contain the information on each person that holds a 10 percent or greater beneficial interest."

[Box checked] Pages attached with name and address of each publicly traded entity as well as the name and address of each person that holds a 10 percent or greater beneficial interest.

OR

[Box checked] Submit here the links to the Websites (URLs) containing the last annual filings with the federal Securities and Exchange Commission or the foreign equivalent.

_________________________________________

AND

[Box checked] Submit here the relevant page numbers of the filings containing the information on each person holding a 10 percent or greater beneficial interest.

_________________________________________

Subscribed and sworn before me this __ day of December __20__ , 20__.

Notary Public

My Commission expires: __18__ __61_

MERCEDES KAPS
Notary Public
State of New Jersey
My Commission Expires July 18, 2021
I.D.# 59041970

Affiant

Alberto Scalisi  Pres
(Print name of affiant and title if applicable)

(Corporate Seal if a Corporation)
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: Spin Cube, Inc.
Address: 3371 John F. Kennedy Blvd.
Cty: 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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</thead>
<tbody>
<tr>
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☐ Check here if the information is continued on subsequent page(s)
BUSINESS ENTITY DISCLOSURE CERTIFICATION
FOR NON-RAIL 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 to 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 official> as defined pursuant to N.J.S.A. 19:44A-3(p), (a) and (c).

<table>
<thead>
<tr>
<th>Name of Business Entity</th>
<th>Affirmation</th>
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<tbody>
<tr>
<td>Steven Fulop for Mayor 2017</td>
<td>Hallman for Council</td>
</tr>
<tr>
<td>Lavazo for Councilman</td>
<td>Friends of Richard Boggiano</td>
</tr>
<tr>
<td>Friends of Joyce Waterman</td>
<td>Michael Yun</td>
</tr>
<tr>
<td>Friends of Daniel Rivera</td>
<td>Osborn for Council</td>
</tr>
<tr>
<td>Gajewski for Council</td>
<td>Friends of Councilwoman Diane Coleman</td>
</tr>
</tbody>
</table>

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

Check the box that represents the type of business entity:

- Partnership
- Corporation
- Sole Proprietorship
- Subchapter S Corporation
- Limited Partnership
- Limited Liability Corporation
- Limited Liability Partnership

<table>
<thead>
<tr>
<th>Name of Stock or Shareholder</th>
<th>Home Address</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>#3 Tala St. Clive, NJ 07010</td>
</tr>
<tr>
<td></td>
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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: Steven Fulop
Signed: Steven Fulop
Print Name: Steven Fulop
Date: 03/01/06

Subscribed and sworn before me this 2 day of February, 2006

My Commission expires: 07/18/07

MERCEDES KAPS
Notary Public
State of New Jersey
My Commission Expires July 18, 2021
I.D.# 50041870

Print name & title of attesting (Corporate Seal)
STATEMENT OF OWNERSHIP
(OWNERSHIP DISCLOSURE CERTIFICATION)

This Statement Shall Be Included with
All Bid and Proposal Submissions

Name of Business: Spin Cave Inc
Address of Business: 3521 John F. Kennedy Blvd. Jersey City NJ 07305
Name of person completing this form: Alberto Sciliano

N.J.S.A. 52:25-24.2:

"No corporation, partnership, or limited liability company shall be awarded any contract nor shall any agreement be entered into for the performance of any work or the furnishing of any materials or supplies, unless prior to the receipt of the bid or proposal, or accompanying the bid or proposal of said corporation, said partnership, or said limited liability company there is submitted a statement setting forth the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be.

If one or more such stockholder or partner or member is itself a corporation or partnership or limited liability company, the stockholders holding 10 percent or more of that corporation's stock, or the individual partners owning 10 percent or greater interest in that partnership, or the members owning 10 percent or greater interest in that limited liability company, as the case may be, shall also be listed. The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member, exceeding the 10 percent ownership criteria established in this act, has been listed.

To comply with this section, a bidder with any direct or indirect parent entity which is publicly traded may submit the name and address of each publicly traded entity and the name and address of each person that holds a 10 percent or greater beneficial interest in the publicly traded entity as of the last annual filing with the federal Securities and Exchange Commission or the foreign equivalent, and, if there is any person that holds a 10 percent or greater beneficial interest, also shall submit links to the websites containing the last annual filings with the federal Securities and Exchange Commission or the foreign equivalent and the relevant page numbers of the filings that contain the information on each person that holds a 10 percent or greater beneficial interest."
The Attorney General has advised that the provisions of N.J.S.A. 52:25-24.2, which refer to corporations and partnerships apply to limited partnerships, limited liability partnerships, and Subchapter S corporations.

This Ownership Disclosure Certification form shall be completed, signed and notarized.

Failure of the bidder/proposer to submit the required information is cause for automatic rejection of the bid or proposal.

Part I

Check the box that represents the type of business organization:

☐ Sole Proprietorship (skip Parts II and III, sign and notarize at the end)
☐ Non-Profit Corporation (skip Parts II and III, sign and notarize at the end)
☐ Partnership  ☐ Limited Partnership  ☐ Limited Liability Partnership
☐ Limited Liability Company
☐ For-profit Corporation (including Subchapters C and S or Professional Corporation)
☐ Other (be specific): __________________________

Part II

☐ I certify that the list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be.

OR

☐ I certify that 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 that no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be.

Sign and notarize the form below, and, if necessary, complete the list below.

(Please attach additional sheets if more space is needed):
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 12/31/12** (date City Council awards contract) that would be deemed to be violations of Section One of the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128 (attached hereto) and that would bar the award of this contract. I further certify that during the term of the contract [Name of business entity] will not make any reportable contributions in violation of Ordinance 08-128.

PART II - Signature and Attestation:

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

Name of Business Entity: [Name of business entity]

Signed: [Signature]
Title: [Title]
Print Name: [Print Name]
Date: [Date]

Subscribed and sworn before me this [day of] [Month], [Year].

My Commission expires: [Expiration Date]

[Corporate Seal]

MERCEDES KAPS
Notary Public
State of New Jersey
My Commission Expires July 15, 2021
I.D.# 50041970

**Pursuant to Section 2 of Ordinance 08-128, no contributions or solicitation of contributions made prior to the effective date Ordinance 08-128 (September 23, 2008) shall be deemed to be a violation of the Ordinance.**
### STATE OF NEW JERSEY
#### BUSINESS REGISTRATION CERTIFICATE

<table>
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<tr>
<th>Taxpayer Name:</th>
<th>SPINCUBE INC.</th>
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<td>Trade Name:</td>
<td></td>
</tr>
<tr>
<td>Address:</td>
<td>53 JOHN STREET</td>
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<td></td>
<td>CLARK, NJ 07066</td>
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<td>Certificate Number:</td>
<td>1847646</td>
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<td>Effective Date:</td>
<td>January 24, 2014</td>
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<td>Date of Issuance:</td>
<td>December 02, 2016</td>
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For Office Use Only:

20161202150603212
Overview

Lenovo has U.S. headquarters in North Carolina. Our $34 billion global personal technology company recently became the world’s largest PC manufacturer. We operate in more than 66 countries serving customers in 160+ countries. Lenovo has more than 38,000 employees which include 3,200 designers, scientists and engineers. Market segments in federal, state, local government and education are essential to our growth and sustainment strategy making us a reliable, innovative and cost effective partner for your organization.

Contract Info

Awarded Vendor:
Lenovo

Contract Awarded:
Technology Solutions

Contract Number:
01-46

Lead Agency:
Region 14 ESC

Contract Term:
3 year term, October 1, 2015 to October 31, 2018
*Option to renew for five (5) additional one (1) year periods.

Due Diligence

Request for Proposal:
RFP for Technology Solutions

Awarded Vendor Response:
Lenovo's Response to RFP

Evaluation:
Bid Tab & Request for RFP List

Award Letter:
Region 14 Award Letter

Advertisements:
USA Today Ad 1
USA Today Ad 2
NCPA Website Ad

http://ncpa.us/Vendors/Details/131

12/2/2016
Overview
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Award Letter:
Region 14 Award Letter

Advertisements:
USA Today Ad 1
USA Today Ad 2
NCPA Website Ad

http://ncpa.us/Vendors/Details/131
### Quotation

**SpinCUBE Inc.**
3571 Kennedy Blvd  
Jersey City, NJ 07307  
USA  
Voice: 201-741-8811  
Fax: 201-221-7617

**Quote Number:** 2016-GRants-eq1  
**Quote Date:** Oct 26, 2016  
**Business Partner ID number:** 121397455  
**Authorized Reseller:** Lenovo New Jersey NASPO ValuePoint  
**Computer Contract #40121**  
**Lenovo NCPA Authorized Reseller**

---

**Quoted To:**  
JERSEY CITY PUBLIC SAFETY/PD/FD  
75 BISHOP ST  
Jersey City, NJ 07302  
USA

---

**Customer ID:** JCPS-PD  
**Good Thru:** 11/25/16  
**Payment Terms:** Net 30 Days  
**Sales Rep:** Alberto Scalia

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<th>Description</th>
<th>Unit Price</th>
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<td>3.00</td>
<td>HPM680F</td>
<td>ALL SHIPPING IS INCLUDED WITH INSIDE DELIVERY FOR LARGE HP M680. MUST SUPPLY FINAL DELIVERY LOCATIONS FOR FED EX DELIVERY OF PRINTERS. ALL OTHER ITEMS WILL BE SHIPPED TO 1 JSQ PLAZA. HP PRINTERS ARE PRICES IN ACCORDANCE TO NCPA, WHICH JERSEY CITY IS A REGISTERED MEMBER. POs should reference the NCPA Contract number (NCPA 01-65). LENOVO PRICES ARE IN ACCORDANCE TO New Jersey NASPO ValuePoint Contract 40121 / MNWNC-117</td>
<td>4,530.27</td>
<td>13,617.81</td>
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<td>3.00</td>
<td>hpm680Fsetup</td>
<td>HP Color LaserJet Enterprise MFP M680 series Recommended monthly page volume 3000 to 17,000K List 5,043.63 delivery fee included in price</td>
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**Subtotal:** 14,742.81  
**Sales Tax:**  
**TOTAL:** 14,742.81
Notice of Award
Term Contract(s)

M-0483
NASPO VALUEPOINT COMPUTER

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<th>Vendor Information</th>
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<tr>
<td>Authorized Dealers</td>
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<tr>
<td>By Vendor</td>
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Downloadable NOA Documents
(Please utilize scroll bar on right side of box if necessary to view all documents)

- State Contract Manager Adobe PDF (8 kb)
- Method of Operation Adobe PDF (188 kb)
- Amendment #1 - Vendor Information Change Adobe PDF (17 kb)
- Amendment #2 - Contract Cancellation Adobe PDF (17 kb)

The Download All Documents hyperlink will place compressed files on your computer. Files may be unzipped and viewed using WinZip.

Forms in this section are stored in Adobe Acrobat (PDF) format. PDF formatted documents appear the same as the original printed forms.

NOAs By Number

<table>
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<tr>
<th>Index #:</th>
<th>Contract #:</th>
<th>Contract Period:</th>
<th>Applicable To:</th>
<th>Cooperative Purchasing:</th>
<th>Vendor Name &amp; Address:</th>
<th>For Procurement Bureau Use:</th>
<th>Solicitation #:</th>
<th>Bid Open Date:</th>
<th>CID #:</th>
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<td>ALL STATE AGENCIES</td>
<td>POLITICAL SUBDIVISIONS</td>
<td>SEE VENDOR INFORMATION SECTION</td>
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<td>00/00/00</td>
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**CONDITIONS AND METHODS OF OPERATION**

Multi-Source Contracts: State Agencies and Cooperative Purchasing partners should review each vendor's product/service and prices carefully and place orders in accordance with the terms and conditions of the contract. Note that:

A. Delivery: All prices F.O.B. Destination
B. Method of Operation - State Agencies Only:
   Issue an agency purchase order to the appropriate contract vendor(s).

*IMPORTANT: POLITICAL SUBDIVISION & OTHER COOPERATIVE PURCHASING PARTICIPANTS*

In accordance with N.J.S.A. 40A:11-11S), N.J.S.A. 52:25-16.1 et seq. and N.J.A.C. 5:34-1.7, all Cooperative Purchasing Program participants are responsible for ensuring that the Purchase Order issued reflects the correct contract item pricing and that payment is processed accordingly. Note that only these items/services specified in the applicable State contract(s) may be purchased from the contract vendor(s) of record. Cooperative Purchasing participants assume full responsibility for all purchase transactions issued through State contracts, including Purchase Orders, delivery compliance, and payments.

Questions, problems or complaints related to Cooperative Purchasing contact:

Cooperative Purchasing Coordinator
PO Box 230
Trenton, NJ 08625
(609) 984-7047

---

<table>
<thead>
<tr>
<th>Vendor Name &amp; Address</th>
<th>ACE TECHNOLOGY PARTNERS LLC</th>
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</thead>
<tbody>
<tr>
<td>Contact Person:</td>
<td>MIKE GASPARINO</td>
</tr>
<tr>
<td>Contact Phone:</td>
<td>847-952-6913</td>
</tr>
<tr>
<td>Order Fax:</td>
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* WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?

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<th>CISCO SYSTEMS INC</th>
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<tr>
<td>Contact Person:</td>
<td>JOE EARLY</td>
</tr>
<tr>
<td>Contact Phone:</td>
<td>215-620-2074</td>
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<tr>
<td>Order Fax:</td>
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<td>Minority Business Enterprise:</td>
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* WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?
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<th>Vendor Name &amp; Address:</th>
<th>HP INC 1501 PAGE MILL ROAD PALO ALTO, CA 94304-1185</th>
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<tr>
<td>Contact Person:</td>
<td>DEBRA LEE</td>
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<tr>
<td>Contact Phone:</td>
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* WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?

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<tr>
<th>Vendor Name &amp; Address:</th>
<th>IBM CORPORATION STERLING MEADOW RD 300 LONG MEADOW RD STERLING FOREST, NY 10979</th>
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<tr>
<td>Contact Person:</td>
<td>BETTY SHVETZ</td>
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<tr>
<td>Contact Phone:</td>
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<td>Cooperative Purchasing *:</td>
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* WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?

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<thead>
<tr>
<th>Vendor Name &amp; Address:</th>
<th>LENOVO UNITED STATES INC 1009 THINK PLACE MORRISVille, NC 27560-9002</th>
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<tbody>
<tr>
<td>Contact Person:</td>
<td>MELISSA DUDASH</td>
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<tr>
<td>Contact Phone:</td>
<td>919-294-0609</td>
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<tr>
<td>Order Fax:</td>
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<td>Cooperative Purchasing *:</td>
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<table>
<thead>
<tr>
<th>Vendor Name &amp; Address:</th>
<th>MICROSOFT CORPORATION 5335 WISCONSIN AVE NW SUITE 620 WASHINGTON, DC 20015</th>
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<thead>
<tr>
<th>Contact Person</th>
<th>GEORGE PASHARDIS</th>
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<td>Dealer/Distributor Name &amp; Address</td>
<td>GOVCONNECTION INC 2150 POST RD FAIRFIELD CT 06824</td>
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<td>Contact Person</td>
<td>JEFF LEVIN</td>
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<td>Contact Phone</td>
<td>800-800-0019</td>
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<td>Dealer/Distributor Name &amp; Address</td>
<td>INTEGRA BUSINESS CENTER 7248 TILGHMAN STREET ALLENTOWN PA 18106</td>
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<tr>
<td>Contact Person</td>
<td>MARTY ANDREFSKI</td>
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<tr>
<td>Contact Phone</td>
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<td>Dealer/Distributor Name &amp; Address</td>
<td>MICRO STRATEGIES INC 1140 PARISIPANY BLVD PARISIPANY NJ 07054</td>
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<tr>
<td>Contact Person</td>
<td>RAY SCARDELLI</td>
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<td>Contact Phone</td>
<td>973-622-7721</td>
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<td>Dealer/Distributor Name &amp; Address</td>
<td>MRA INTERNATIONAL INC PO BOX 3337 LONG BRANCH NJ 07740</td>
</tr>
<tr>
<td>Contact Person</td>
<td>BRUNO</td>
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<td>Contact Phone</td>
<td>732-222-0997</td>
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<tr>
<td>Contact Person</td>
<td>MATT KIMMELSTEIN</td>
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<tr>
<td>Contact Phone</td>
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<td>PKA TECHNOLOGIES INC 1 EXECUTIVE BLVD SUFFERN NY 10901</td>
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<td>Contact Person</td>
<td>FELISE KATZ</td>
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<tr>
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</tr>
<tr>
<td>Contact Person</td>
<td>GERALD RUTLEDGE</td>
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<tr>
<td>Dealer/Distributor Name &amp; Address</td>
<td>RIVERSIDE TECHNOLOGIES INC 105 GATEWAY DR N SIOUX CITY SD 57049</td>
</tr>
<tr>
<td>Contact Person</td>
<td>KEVIN HEISS</td>
</tr>
<tr>
<td>Contact Phone</td>
<td>866-804-4388</td>
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<tr>
<td>Dealer/Distributor Name &amp; Address</td>
<td>SHI INTERNATIONAL CORP 290 DAVIDSON AVE SOMERSET NJ 08873</td>
</tr>
<tr>
<td>Contact Person</td>
<td>KATHIE OKANE</td>
</tr>
<tr>
<td>Contact Phone</td>
<td>732-866-9504</td>
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<td>Dealer/Distributor Name &amp; Address</td>
<td>CDW GOVERNMENT LLC 230 N MILWAUKEE AVE VERNON HILLS IL 60061-9740</td>
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<tr>
<td>Contact Person</td>
<td>JOHN VAZELLA</td>
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<td>Contact Person</td>
<td>MITCHELL D FEATHER</td>
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<tr>
<td>MICRO STRATEGIES INC 1140 PARSIPPANY BLVD PARSIPPANY NJ 07054</td>
<td>RAY SCARDIELLI</td>
<td>973-625-7721</td>
</tr>
<tr>
<td>PALISADES SALES CORP OF NORTHERN NEW JERSEY 184 CENTRAL AVE OLD TAPPEN NJ 07675</td>
<td>DOUGLAS NEUMETZGER</td>
<td>201-930-0076</td>
</tr>
<tr>
<td>PLEXUS HUB INC 348 WOODCREEK TER FREMONT CA 94539</td>
<td>VJAY PEGALLAPATI</td>
<td>408-791-3102</td>
</tr>
<tr>
<td>PAUSADES SALES CORP OF NORTHERN NEW JERSEY 396 DAVIDSON AVE SOMERSET NJ 08873</td>
<td>KATIE OKANE</td>
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<td>732-668-5904</td>
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<tr>
<td>VCOM INTL MULTI MEDIA CORP 620 VALIANT INC 80 LITTLE FALLS RD FAIRFIELD NJ 07004</td>
<td>D RON WOLSTEN</td>
<td>800-825-4268</td>
</tr>
<tr>
<td>INSIGHT PUBLIC SECTOR INC 6820 S HARVEY AVE TEMPE AZ 85283</td>
<td>RICKY RANGEL</td>
<td>800-467-4448-3296</td>
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<td>NWN CORPORATION 1930 FELLOWSHIP RD/STE 110 MT LAUREL NJ 08054</td>
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<td>856-914-5003</td>
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<td>PCG INC 14120 NEWBROOK DR STE 100 CHANTILLY VA 20151</td>
<td>BILL ABRAMS</td>
<td>201-655-0251</td>
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<tr>
<td>SHI INTERNATIONAL CORP 290 DAVIDSON AVE SOMERSET NJ 08873</td>
<td>KATIE OKANE</td>
<td>732-668-5904</td>
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</table>

Contract #: 40166 Title: NASPO VALUEPOINT COMPUTER
Dealer/Distributor Name & Address: CDW GOVERNMENT LLC 230 N MILWAUKEE AVE VERNON HILLS IL 60061-9740
Contact Person: JOHN MAZELLA
Contact Phone: 847-776-7415
Dealer/Distributor Name & Address: GOVCONNECTION INC 2150 POST RD FAIRFIELD CT 06824
Contact Person: JEFF LEVIN
Contact Phone: 800-800-0019
Dealer/Distributor Name & Address: INSIGHT PUBLIC SECTOR INC 6820 S HARVEY AVE TEMPE AZ 85283
Contact Person: RICKY RANGEL
Contact Phone: 800-467-4448-3296
Dealer/Distributor Name & Address: NWN CORPORATION 1930 FELLOWSHIP RD/STE 110 MT LAUREL NJ 08054
Contact Person: MATT HIMMELSTEIN
Contact Phone: 856-914-5003
Dealer/Distributor Name & Address: PCG INC 14120 NEWBROOK DR STE 100 CHANTILLY VA 20151
Contact Person: BILL ABRAMS
Contact Phone: 201-655-0251
Dealer/Distributor Name & Address: SHI INTERNATIONAL CORP 290 DAVIDSON AVE SOMERSET NJ 08873
Contact Person: KATIE OKANE
Contact Phone: 732-858-5904

http://www.state.nj.us/treasury/purchase/noa/contracts/m0483_16-r-24098.shtml

11/29/2016
<table>
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<tr>
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Vendor: MICROSOFT CORPORATION  Contract Number: 40166

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Vendor: NETAPP INC  Contract Number: 89977

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Vendor: NIMBLE STORAGE INC  Contract Number: 89978

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:

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

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to Subchapter 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. 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 NJ.S.A. 10:5-31 and N.J.A.C. 17:27.

Representative's Name/Title (Print):

Representative's Signature:

Name of Company:

Tel. No. 201-741-8811

Date: 1/2/16
APPENDIX A

AMERICANS WITH DISABILITIES ACT OF 1990

Equal Opportunity for Individuals with Disability

The contractor and the [Name of Company] (hereafter "owner") do hereby agree that the provisions of Title 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, costs and 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 in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

[Signature]
Alberto Salicci, Pres
[Signature]
Representative's Signature
[Signature]
Name of Company: San Cibe, Inc.
[Signature]
[Signature]
Tel. No.: 212-777-3811
Date: 12/1/16
Minority/Woman Business Enterprise (MWBE) Questionnaire for Bidders

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

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

Business Name: Spin Cube Inc
Address: 3571 John F. Kennedy Blvd - Jersey
Telephone No.: 201-741-8877
Contact Name:

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.

Woman Business Enterprise

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

OFFICE OF EQUAL OPPORTUNITY COPY
BUSINESS ENTITY DISCLOSURE CERTIFICATION
FOR NON-RAIL AND OPEN CONTRACTS
Required Pursuant To N.J.S.A. 19:44A-20.8
<NAME OF CONTRACTING AGENCY>

The following is statutory text related to the terms and citations used in the Business Entity Disclosure Certification form.

"Local Unit Pay-To-Play Law" (P.L. 2004, c.19, as amended by P.L. 2005, c.51)

19:44A-20.6 Certain contributions deemed as contributions by business entity.
5. When a business entity is a natural person, a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity. When a business entity is other than a natural person, a contribution by any person or other business entity having an interest therein shall be deemed to be a contribution by the business entity.

19:44A-20.7 Definitions relative to certain campaign contributions.
6. As used in sections 2 through 12 of this act:
"business entity" means any natural or legal person, business corporation, professional services corporation, limited liability company, partnership, limited partnership, business trust, association or any other legal commercial entity organized under the laws of this State or of any other State or foreign jurisdiction;
"interest" means the ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit, as appropriate;
Temporary and Executing
12. Nothing contained in this act shall be construed as affecting the eligibility of any business entity to perform a public contract because that entity made a contribution to any committee during the one-year period immediately preceding the effective date of this act.

The New Jersey Campaign Contributions and Expenditures Reporting Act (N.J.S.A. 19:44A-1 et seq.)

19:44A-3 Definitions. In pertinent part...
p. The term "political party committee" means the State committee of a political party, as organized pursuant to R.S.19:5-4, any county committee of a political party, as organized pursuant to R.S.19:5-3, or any municipal committee of a political party, as organized pursuant to R.S.19:5-2.
q. The term "candidate committee" means a committee established pursuant to subsection a. of section 9 of P.L.1973, c.83 (C.19:44A-9) for the purpose of receiving contributions and making expenditures.
r. The term "joint candidates committee" means a committee established pursuant to subsection a. of section 9 of P.L.1973, c.83 (C.19:44A-9) by at least two candidates for the same elective public offices in the same election in a legislative district, county, municipality or school district, but not more candidates than the total number of the same elective public offices to be filled in that election, for the purpose of receiving contributions and making expenditures. For the purpose of this subsection: ... the offices of member of the board of chosen freeholders and county executive shall be deemed to be the same elective public offices in a county; and the offices of mayor and member of the municipal governing body shall be deemed to be the same elective public offices in a municipality.

19:44A-8 and 16 Contributions, expenditures, reports, requirements.
While the provisions of this section are too extensive to reprint here, the following is deemed to be the pertinent part affecting amounts of contributions:
"The $300 limit established in this subsection shall remain as stated in this subsection without further adjustment by the commission in the manner prescribed by section 22 of P.L.1995, c.65 (C.19:44A-7.2)"
Part III - Any Direct or Indirect Parent Entity Which is Publicly Traded:

"To comply with this section, a bidder with any direct or indirect parent entity which is publicly traded may submit the name and address of each publicly traded entity and the name and address of each person that holds a 10 percent or greater beneficial interest in the publicly traded entity as of the last annual filing with the federal Securities and Exchange Commission or the foreign equivalent, and, if there is any person that holds a 10 percent or greater beneficial interest, also shall submit links to the websites containing the last annual filings with the federal Securities and Exchange Commission or the foreign equivalent and the relevant page numbers of the filings that contain the information on each person that holds a 10 percent or greater beneficial interest."

☐ Pages attached with name and address of each publicly traded entity as well as the name and address of each person that holds a 10 percent or greater beneficial interest.

OR

☐ Submit here the links to the Websites (URLs) containing the last annual filings with the federal Securities and Exchange Commission or the foreign equivalent.

AND

☐ Submit here the relevant page numbers of the filings containing the information on each person holding a 10 percent or greater beneficial interest.

Subscribed and sworn before me this 2, day of December, 2021.

(Notary Public)

My Commission expires:

[Signature]

(Affiant)

[Corporate Seal if a Corporation]
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 16 days prior to the award of the contract.

Part I - Vendor Information

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<thead>
<tr>
<th>Vendor Name</th>
<th>Spin Cube</th>
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<tbody>
<tr>
<td>Address</td>
<td>3321 John E. Kropf Rd.</td>
</tr>
<tr>
<td>City</td>
<td>Parsippany, NJ</td>
</tr>
<tr>
<td>State</td>
<td>NJ</td>
</tr>
<tr>
<td>Zip</td>
<td>07054</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: [Signature]
Printed Name: [Printed Name]
Title: [Title]

Part II - Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26-this disclosure must include all reportable political contributions (more than $300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

☐ Check here if disclosure is provided in electronic form.

<table>
<thead>
<tr>
<th>Contributor Name</th>
<th>Recipient Name</th>
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☐ Check here if the information is continued on subsequent page(s)
BUSINESS ENTITY DISCLOSURE CERTIFICATION
FOR NON-FAIR AND OPEN CONTRACTS
Required Pursuant To N.J.S.A. 19:44A-20.8
CITY OF JERSEY CITY

Part I – Vendor Affirmation
The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that the <name of business entity> has not made and will not make any reportable contributions pursuant to N.J.S.A. 19:44A-1 et seq. that, pursuant to P.L. 2004, c. 19 would bar the award of this contract in the one year period preceding (date of award scheduled for approval of the contract by the governing body) to any of the following named candidate committees, joint candidates committees, or political party committees representing the elected officials of the <name of entity of elected officials> as defined pursuant to N.J.S.A. 19:44A-5(p), (c) and (b).

Steven Fulop for Mayor 2017
Lawro for Councilman
Friends of Joyce Waterman
Friends of Daniel Rivera
Gajewski for Council

Hallman for Council
Friends of Richard Boghiano
Michael Yun
Osborne for Council
Friends of Councilwoman Diane Coleman

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

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

<table>
<thead>
<tr>
<th>Name of Stock or Shareholder</th>
<th>Home Address</th>
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<tbody>
<tr>
<td></td>
<td>53 70th St 9th Floor, New York, NY 10028</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: Steven Fulop for Mayor 2017
Signed: __________________________ Title: Mayor
Print Name: Steven Fulop 5/16/17 Date: 5/16/17

Subscribed and sworn before me this 18 day of May 2017
My Commission expires: 5/16/21

Mercedes Kapff
Notary Public
State of New Jersey
My Commission Expires July 16, 2021
I.D.# 50041970

(Attorney)
(Adviser)
(Corporate Seal)
STATEMENT OF OWNERSHIP

(OWNERSHIP DISCLOSURE CERTIFICATION)


This Statement Shall Be Included with
All Bid and Proposal Submissions

Name of Business: Spin Cafe Inc

Address of Business: 3501 John F. Kennedy Blvd - Jersey City, NJ 07305

Name of person completing this form: Alberto Sclavin

N.J.S.A. 52:25-24.2:

"No corporation, partnership, or limited liability company shall be awarded any contract nor shall any agreement be entered into for the performance of any work or the furnishing of any materials or supplies, unless prior to the receipt of the bid or proposal, or accompanying the bid or proposal of said corporation, said partnership, or said limited liability company there is submitted a statement setting forth the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be.

If one or more such stockholder or partner or member is itself a corporation or partnership or limited liability company, the stockholders holding 10 percent or more of that corporation's stock, or the individual partners owning 10 percent or greater interest in that partnership, or the members owning 10 percent or greater interest in that limited liability company, as the case may be, shall also be listed. The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member, exceeding the 10 percent ownership criteria established in this act, has been listed.

To comply with this section, a bidder with any direct or indirect parent entity which is publicly traded may submit the name and address of each publicly traded entity and the name and address of each person that holds a 10 percent or greater beneficial interest in the publicly traded entity as of the last annual filing with the federal Securities and Exchange Commission or the foreign equivalent, and, if there is any person that holds a 10 percent or greater beneficial interest, also shall submit links to the websites containing the last annual filings with the federal Securities and Exchange Commission or the foreign equivalent and the relevant page numbers of the filings that contain the information on each person that holds a 10 percent or greater beneficial interest."
The Attorney General has advised that the provisions of N.J.S.A. 52:25-24.2, which refer to corporations and partnerships apply to limited partnerships, limited liability partnerships, and Subchapter S corporations.

This Ownership Disclosure Certification form shall be completed, signed and notarized.

**Failure of the bidder/proposer to submit the required information is cause for automatic rejection of the bid or proposal**

### Part I

Check the box that represents the type of business organization:

- [ ] Sole Proprietorship (skip Parts II and III, sign and notarize at the end)
- [ ] Non-Profit Corporation (skip Parts II and III, sign and notarize at the end)
- [ ] Partnership
- [ ] Limited Partnership
- [ ] Limited Liability Partnership
- [ ] Limited Liability Company
- [ ] For-profit Corporation (Including Subchapters C and S or Professional Corporation)
- [ ] Other (be specific): __________________________

### Part II

[ ] I certify that the list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be.

OR

[ ] I certify that 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 that no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be.

**Sign and notarize the form below, and, if necessary, complete the list below. (Please attach additional sheets if more space is needed):**
Name: *Alberto*  
Address: 53 John St  
         Clark, NJ 07307
CERTIFICATION OF COMPLIANCE WITH THE CITY OF JERSEY CITY
CONTRACTOR PAY-TO-PLAY REFORM ORDINANCE 08-128 ADOPTED
ON SEPTEMBER 3, 2008

PART I - Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that _______ (name of business entity) has not made any reportable contributions in the **one-year period preceding ____ (date City Council awards contract) that would be deemed to be violations of Section One of the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128 (attached hereto) and that would bar the award of this contract. I further certify that during the term of the contract _______ (name of business entity) will not make any reportable contributions in violation of Ordinance 08-128.

PART II - Signature and Attestation:

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

Name of Business Entity: __________

Signed __________ Title: __________

Print Name __________ Date: __________

Subscribed and sworn before me this ______ day of __________. __________

My Commission expires: __________

MERCEDES KAPS
Notary Public
State of New Jersey
My Commission Expires July 18, 2021
I.D.# 50041970

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

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

COUNCIL adoption of the following resolution:

WHEREAS, on August 17, 2016, the Municipal Council adopted Resolution 16.565 which authorized an extraordinary unspecifiable services agreement with Claims Resolution Corporation, Inc.; and

WHEREAS, an incorrect account number was listed on this resolution and no funds were encumbered; and

WHEREAS, the contract term is for one year, effective September 1, 2016 with an option for two (2) additional one (1) year terms and the total contract amount for the cost of this contract shall not exceed $193,500; and

WHEREAS, a temporary encumbrance in the amount of $35,000 is available in account# 17-01-201-23-210-312; and

WHEREAS, $80,625 was paid out to Claims Resolution Corporation and the remaining funds of $112,875 will be made available in the calendar year 2017 temporary and or permanent budgets.

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

1. This resolution amends resolution 16.565 that was adopted on August 17, 2016 to include the correct account number and to enable the encumbering of funds needed to pay for the remainder of the contract.

2. Pursuant to N.J.A.C. 5:30-5.5(a), the continuation of this contract after the expenditure of funds encumbered in the 2017 calendar year temporary budget shall be subject to the appropriation of sufficient funds in the 2017 calendar year permanent budget.

I, Donna Mauer, Chief Financial Officer hereby certify that there are sufficient funds available in Account# 17-01-201-20-23-210-312. Temporary encumbrance: $35,000 PO# 12/02/16

APPROVED: Approve as to Legal Form

APPROVED: Business Administrator

APPROVED: Corporation Counsel

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 2.22.17

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<th>COUNCILPERSON</th>
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<td>Lavarro, Pres</td>
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✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

Lavarro, Jr., President of Council

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 AMENDING AN EXTRAORDINARY UNSPECIFIABLE SERVICES AGREEMENT WITH CLAIMS RESOLUTION CORPORATION, INC

Initiator

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<td>201-547-5042</td>
<td><a href="mailto:DonnaM@cnj.org">DonnaM@cnj.org</a></td>
</tr>
</tbody>
</table>

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

Resolution Purpose
To correct the account number and encumber funds.

I certify that all the facts presented herein are accurate.

Signature of Department Director: Donna Mauer
Date: 2/1/17
Resolution of the City of Jersey City, N.J.

TITLE: RESOLUTION AMENDING A PROFESSIONAL SERVICES AGREEMENT WITH STRULOWITZ & GARGIULO PHYSICAL THERAPY & REHABILITATION.

COUNCIL adopted the following resolution:

WHEREAS, on October 12, 2016, the Municipal Council adopted Resolution 16.688 which authorized a professional services agreement with Strulowitz & Gargiulo Physical Therapy & Rehabilitation; and

WHEREAS, an incorrect account number was listed on this resolution and no funds were encumbered; and

WHEREAS, the contract term is for one year, effective January 1, 2017 and the total contract amount for the cost of these services shall not exceed $137,000; and

WHEREAS, a temporary encumbrance in the amount of $35,000 is available in account# 17-01-201-23-210-312; and

WHEREAS, $11,083.33 was paid out to Strulowitz & Gargiulo and the remaining funds of $125,916.67 will be made available in account# 17-01-201-23-210-312 in the calendar year 2017 temporary and or permanent budgets.

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

1. This resolution amends resolution 16.688 that was adopted on October 12, 2016 to include the correct account number and to enable the encumbering of funds needed to pay for the remainder of the contract.

2. Pursuant to N.J.A.C. 5:30-5.5(a), the continuation of this contract after the expenditure of funds encumbered in the 2017 calendar year temporary budget shall be subject to the appropriation of sufficient funds in the 2017 calendar year permanent budget.

I, Donna Mauer, Chief Financial Officer hereby certify that there are sufficient funds available in Account# 17-01-201-20-23-210-312. Temporary encumbrance: $35,000 PO# 124105

APPROVED: Corporation Counsel

APPROVED AS TO LEGAL FORM

APPROVED: Business Administrator

RECORD OF COUNCIL VOTE ON FINAL PASSAGE

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N.V.-Not Voting (Abstain)

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

Rolando F. Lavarro, Jr., President of Council

Robert Byrne, City Clerk
RESOLUTION FACT SHEET – NON-CONTRACTUAL

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Full Title of Ordinance/Resolution

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Initiator

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

Resolution Purpose

To correct the account number and encumber funds.

I certify that all the facts presented herein are accurate.

Signature of Department Director  Date

[Signature]

2/1/17
Resolution of the City of Jersey City, N.J.

City Clerk File No.  Res. 17-171
Agenda No.  10.7.9
Approved: ____________________________

TITLE: RESOLUTION AMENDING A PROFESSIONAL SERVICES AGREEMENT WITH APRUZZESE, McDERMOTT, MASTRO & MURPHY

COUNCIL adoption of the following resolution:

offered and moved

WHEREAS, on May 11, 2016, the Municipal Council adopted Resolution 16.313 which authorized a professional services agreement with Apruzzese, McDermott, Mastro & Murphy;

WHEREAS, an incorrect account number was listed on this resolution and no funds were encumbered; and

WHEREAS, the contract term is for one year ending May 31, 2017 and the total contract amount for the cost of these services shall not exceed $25,000; and

WHEREAS, $14,122.12 was paid out to Apruzzese, McDermott, Mastro & Murphy and the remaining funds of $10,877.88 will be made available in account #17-01-201-23-210-312.

NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of the City of Jersey City that this resolution amends resolution 16.313 that was adopted on May 11, 2016 to include the correct account number and to enable the encumbering of funds needed to pay for the remainder of the contract.

I, Donna Mauer, Chief Financial Officer hereby certify that there are sufficient funds available in Account# 17-01-201-23-210-312 to pay for this resolution.

Po # 124102

APPROVED: ____________________________
APPROVED AS TO LEGAL FORM

APPROVED: ____________________________
Business Administrator

Certification Required    Not Required

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 2.22.17

COUNCILPERSON  AYE  MAY  N.V.  COUNCILPERSON  AYE  MAY  N.V.  COUNCILPERSON  AYE  MAY  N.V.
Gajewski  ADSENT  YUN  
Gadson  
Boggiano  

Y indicates Vote

N.V.-Not Voting (Abstain)

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

Robert A. Lavare, Jr., President of Council
Robert Byrns, 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 AMENDING A PROFESSIONAL SERVICES AGREEMENT WITH APRUZZESE, McDERMOTT, MASTRO & MURPHY

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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

To correct the account number and encumber funds. 10.20 16.313

I certify that all the facts presented herein are accurate.

[Signature]

Date

2/1/17
Resolution of the City of Jersey City, N.J.

COUNCIL

adoption of the following resolution:

WHEREAS, on September 28, 2016, the Municipal Council adopted Resolution 16.650 which authorized a professional services agreement with Apruzzese, McDermott, Mastro & Murphy; and

WHEREAS, an incorrect account number was listed on this resolution and no funds were encumbered; and

WHEREAS, the contract term is for one year ending September 30, 2017 and the total contract amount for the cost of these services shall not exceed $75,000; and

WHEREAS, a temporary encumbrance in the amount of $15,000 is available in account #17-01-201-23-210-312; and

WHEREAS, $1,280.00 was paid out to Apruzzese, McDermott, Mastro & Murphy and the remaining funds of $73,720 will be made available in account #17-01-201-23-210-312 in the calendar year 2017 temporary and or permanent budgets.

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

1. This resolution amends resolution 16.650 that was adopted on September 28, 2016 to include the correct account number and to enable the encumbering of funds needed to pay for the remainder of the contract.

2. Pursuant to N.J.A.C. 5:30-5.5(a), the continuation of this contract after the expenditure of funds encumbered in the 2017 calendar year temporary budget shall be subject to the appropriation of sufficient funds in the 2017 calendar year permanent budget.

I, Donna Mauer, Chief Financial Officer hereby certify that there are sufficient funds available in Account # 17-01-201-23-210-312. Temporary encumbrance: $15,000 PO #1234567.

APPROVED: ≡ Approve

APPROVED AS TO LEGAL FORM

Corporation Counsel

Certification Required □

Not Required □

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 2.22.17

COUNCILPERSON AYE NAY N.V. COUNCILPERSON AYE NAY N.V. COUNCILPERSON AYE NAY N.V.
GAJEWSKI □ □ □
GADSDEN □ □ □
BOGGANO □ □ □

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

Robert R. Lavarrro, Jr., President of Council

Robert Byrne, City Clerk
RESOLUTION FACT SHEET – NON-CONTRACTUAL
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Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION AMENDING A PROFESSIONAL SERVICES AGREEMENT
WITH APRUZZESE, McDERMOTT, MASTRO & MURPHY

Initiator

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<td><a href="mailto:DonnaM@jcnj.org">DonnaM@jcnj.org</a></td>
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Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

To correct the account number and encumber funds. R20 16-657

I certify that all the facts presented herein are accurate.

[Signature of Department Director] 2/17/17

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

City Clerk File No. Res.17-173
Agenda No. 10.7.11
Approved: FEB 2 2017

TITLE: RESOLUTION AMENDING A PROFESSIONAL SERVICES AGREEMENT WITH BUDD LARNER, P.C.

COUNCIL offered and moved adoption of the following resolution:

WHEREAS, on September 14, 2016, the Municipal Council adopted Resolution 16.622 which authorized a professional services agreement with Budd Lamer, P.C.; and

WHEREAS, an incorrect account number was listed on this resolution and no funds were encumbered; and

WHEREAS, the contract term is for one year ending September 30, 2017 and the total contract amount for the cost of these services shall not exceed $50,000; and

WHEREAS, a temporary encumbrance in the amount of $10,000 is available in account #17-01-201-23-210-312; and

WHEREAS, $23,277.53 was paid out to Budd Lamer, P.C. and the remaining funds of $26,722.47 will be made available in account #17-01-201-23-210-312 in the calendar year 2017 temporary and or permanent budgets.

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

1. This resolution amends resolution 16.622 that was adopted on September 14, 2016 to include the correct account number and to enable the encumbering of funds needed to pay for the remainder of the contract.

2. Pursuant to N.J.A.C. 5:30-5.5(a), the continuation of this contract after the expenditure of funds encumbered in the 2017 calendar year temporary budget shall be subject to the appropriation of sufficient funds in the 2017 calendar year permanent budget.

I, Donna Mauer, Chief Financial Officer hereby certify that there are sufficient funds available in Account #17-01-201-23-210-312. Temporary encumbrance: $10,000 PO # 124079

APPROVED: Donna Mauer, Chief Financial Officer
APPROVED AS TO LEGAL FORM: Corporation Counsel

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 2.22.17

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

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

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 AMENDING A PROFESSIONAL SERVICES AGREEMENT WITH BUDD LARNER, P.C.

Initiator

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

Resolution Purpose

To correct the account number and encumber funds. Res 16. 622

I certify that all the facts presented herein are accurate.

[Signature]  2/1/17

Signature of Department Director  Date
RESOLUTION AMENDING A PROFESSIONAL SERVICES AGREEMENT WITH CALCAGNI & KANEFSKY

WHEREAS, on April 13, 2016, the Municipal Council adopted Resolution 16.247 which authorized a professional services agreement with Calcagni & Kanefsky; and

WHEREAS, an incorrect account number was listed on this resolution and no funds were encumbered; and

WHEREAS, the contract term is for one year ending April 30, 2017 and the total contract amount for the cost of these services shall not exceed $50,000; and

WHEREAS, a temporary encumbrance in the amount of $10,000 is available in account# 17-01-201-23-210-312; and

WHEREAS, $21,595.75 was paid out to Calcagni & Kanefsky and the remaining funds of $28,404.25 will be made available in account# 17-01-201-23-210-312 in the calendar year 2017 temporary and or permanent budgets.

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

1. This resolution amends resolution 16.247 that was adopted on April 13, 2016 to include the correct account number and to enable the encumbering of funds needed to pay for the remainder of the contract.

2. Pursuant to N.J.A.C. 5:30-5.5(a), the continuation of this contract after the expenditure of funds encumbered in the 2017 calendar year temporary budget shall be subject to the appropriation of sufficient funds in the 2017 calendar year permanent budget.

I, Donna Mauer, Chief Financial Officer hereby certify that there are sufficient funds available in Account# 17-01-201-23-210-312. Temporary encumbrance: $10,000 PO# 124103

APPROVED: [Signature]
Business Administrator

APPROVED AS TO LEGAL FORM

[Signature]
Corporation Counsel

Certification Required □
Not Required □

APPROVED □

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 2.22.17

COUNCILPERSON AYE NAY N.V. COUNCILPERSON AYE NAY N.V. COUNCILPERSON AYE NAY N.V.
GAJEWSKII ABSENT YUN ✓ RIVERA ✓
GAOSSDEN ✓ OSBORNE ✓ WATTERMAN ✓
BOGGIANO ✓ ROBINSON ✓ LAVARRO, PRES ✓

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

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

[Signature]
Robert Byrne, City Clerk
RESOLUTION FACT SHEET - NON-CONTRACTUAL
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Full Title of Ordinance/Resolution
RESOLUTION AMENDING A PROFESSIONAL SERVICES AGREEMENT WITH CALCAGNI & KANEFSKY

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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
To correct the account number and encumber funds. Res 16-047

I certify that all the facts presented herein are accurate.

Signature of Department Director

Date

2/1/17
RESOLUTION AMENDING A PROFESSIONAL SERVICES AGREEMENT WITH CALCAGNI & KANEFSKY

COUNCIL

adoption of the following resolution:

WHEREAS, on May 11, 2016, the Municipal Council adopted Resolution 16.315 which authorized a professional services agreement with Calcagni & Kanefsky; and

WHEREAS, an incorrect account number was listed on this resolution and no funds were encumbered; and

WHEREAS, the contract term is for one year ending May 31, 2017 and the total contract amount for the cost of these services shall not exceed $75,000; and

WHEREAS, a temporary encumbrance in the amount of $15,000 is available in account# 17-01-201-23-210-312; and

WHEREAS, $20,850 was paid out to Calcagni & Kanefsky and the remaining funds of $54,150 will be made available in account# 17-01-201-23-210-312 in the calendar year 2017 temporary and or permanent budgets.

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

1. This resolution amends resolution 16.315 that was adopted on May 11, 2016 to include the correct account number and to enable the encumbering of funds needed to pay for the remainder of the contract.

2. Pursuant to N.J.A.C. 5:30-5.5(a), the continuation of this contract after the expenditure of funds encumbered in the 2017 calendar year temporary budget shall be subject to the appropriation of sufficient funds in the 2017 calendar year permanent budget.

I, Donna Mauer, Chief Financial Officer hereby certify that there are sufficient funds available in Account# 17-01-201-23-210-312. Temporary encumbrance: $15,000 PO# 13/09180

APPROVED: [Signature]

APPROVED AS TO LEGAL FORM

APPROVED: [Signature]

Corporation Counsel

Certification Required

Not Required

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 2.22.17

COUNCILPERSON AYE NAY N.V. COUNCILPERSON AYE NAY N.V. COUNCILPERSON AYE NAY N.V.
GAJewsKI [AbsenT] YUIN [✓] RIVERA [✓]
GASSDEN [✓] OSBORNE [✓] WATTERMAN [✓]
BOGGIANO [✓] ROBINSON [✓] LAVARRO, PRES. [✓]

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

[Signature]

Robert Byrne, Jr., President of Council

[Signature]

Robert Byrne, City Clerk
RESOLUTION FACT SHEET – NON-CONTRACTUAL
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RESOLUTION AMENDING A PROFESSIONAL SERVICES AGREEMENT WITH CALCAGNI & KANEFSKY

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<tr>
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<td>Chief Financial Officer</td>
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<td>Phone/email</td>
<td>201-547-5942</td>
<td><a href="mailto:DonnaM@jcnj.org">DonnaM@jcnj.org</a></td>
</tr>
</tbody>
</table>

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

Resolution Purpose
To correct the account number and encumber funds.

I certify that all the facts presented herein are accurate.

Signature of Department Director Date

5/1/17
Resolution of the City of Jersey City, N.J.

TITLE: RESOLUTION AMENDING A PROFESSIONAL SERVICES AGREEMENT WITH RIKER, DANZIG, SCHERER, HYLAND & PERRETTI, LLP

COUNCIL offened and moved adoption of the following resolution:

WHEREAS, on September 28, 2016, the Municipal Council adopted Resolution 16.652 which authorized a professional services agreement with Riker, Danzig, Scherer, Hyland & Perretti, LLP; and

WHEREAS, an incorrect account number was listed on this resolution and no funds were encumbered; and

WHEREAS, the contract term is for one year ending September 30, 2017 and the total contract amount for the cost of these services shall not exceed $75,000; and

WHEREAS, a temporary encumbrance in the amount of $15,000 is available in account# 17-01-201-23-210-312; and

WHEREAS, $8,025.38 was paid out to Riker, Danzig, Scherer, Hyland & Perretti, LLP and the remaining funds of $66,974.62 will be made available in account# 17-01-201-23-210-312 in the calendar year 2017 temporary and or permanent budgets.

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

1. This resolution amends resolution 16.652 that was adopted on September 28, 2016 to include the correct account number and to enable the encumbering of funds needed to pay for the remainder of the contract.

2. Pursuant to N.J.A.C. 5:30-5.5(a), the continuation of this contract after the expenditure of funds encumbered in the 2017 calendar year temporary budget shall be subject to the appropriation of sufficient funds in the 2017 calendar year permanent budget.

1. Donna Mauer, Chief Financial Officer hereby certify that there are sufficient funds available in Account# 17-01-201-23-210-312. Temporary encumbrance: $15,000 PO# 124081

APPROVED: Donna Mauer, Chief Financial Officer

APPROVED AS TO LEGAL FORM

[Signature]

Business Administrator

Certification Required □ Not Required □

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 2.22.17

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N.V.: Not Voting (Abstain)

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

[Signature]

R. Lavarro, Jr., President of Council

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

RESOLUTION AMENDING A PROFESSIONAL SERVICES AGREEMENT WITH RIKER, DANZIG, SCHERER, HYLAND & PERRETTI, LLP

Initiator

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

Resolution Purpose

To correct the account number and encumber funds. R22 16.652.

I certify that all the facts presented herein are accurate.

[Signature] 2/1/17

Signature of Department Director  Date
RESOLUTION AMENDING A PROFESSIONAL SERVICES AGREEMENT WITH ERIC M. BERNSTEIN & ASSOCIATES

WHEREAS, on September 14, 2016, the Municipal Council adopted Resolution 16.625 which authorized a professional services agreement with Eric M. Bernstein & Associates; and

WHEREAS, an incorrect account number was listed on this resolution and no funds were encumbered; and

WHEREAS, the contract term is for one year ending September 30, 2017 and the total contract amount for the cost of these services shall not exceed $50,000; and

WHEREAS, a temporary encumbrance in the amount of $10,000 is available in account# 17-01-201-23-210-312; and

WHEREAS, $7,047.02 was paid out to Eric M. Bernstein & Associates and the remaining funds of $42,952.98 will be made available in account# 17-01-201-23-210-312 in the calendar year 2017 temporary and or permanent budgets.

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

1. This resolution amends resolution 16.625 that was adopted on September 14, 2016 to include the correct account number and to enable the encumbering of funds needed to pay for the remainder of the contract.

2. Pursuant to N.J.A.C. 5:30-5.5(a), the continuation of this contract after the expenditure of funds encumbered in the 2017 calendar year temporary budget shall be subject to the appropriation of sufficient funds in the 2017 calendar year permanent budget.

I, Donna Mauer, Chief Financial Officer hereby certify that there are sufficient funds available in Account# 17-01-201-23-210-312. Temporary encumbrance: $10,000 PO# 124077

APPROVED: 

APPROVED AS TO LEGAL FORM

APPROVED: 

Business Administrator

Corporation Counsel

Certification Required □ Not Required □ APPROVED 

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 2.22.17

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✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

Roland R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk
RESOLUTION FACT SHEET – NON-CONTRACTUAL
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Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

| RESOLUTION AMENDING A PROFESSIONAL SERVICES AGREEMENT WITH ERIC M. BERNSTEIN & ASSOCIATES |

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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

To correct the account number and encumber funds.

I certify that all the facts presented herein are accurate.

[Signature of Department Director] 2/1/17

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

RESOLUTION AMENDING A PROFESSIONAL SERVICES AGREEMENT WITH THE LAW FIRM OF SPIRO, LLC

WHEREAS, on October 12, 2016, the Municipal Council adopted Resolution 16.687 which authorized a professional services agreement with the Law Firm of Spiro, LLC; and

WHEREAS, an incorrect account number was listed on this resolution and no funds were encumbered; and

WHEREAS, the contract term is for one year ending October 31, 2017 and the total contract amount for the cost of these services shall not exceed $75,000; and

WHEREAS, a temporary encumbrance in the amount of $15,000 is available in account# 17-01-201-23-210-312; and

WHEREAS, the remaining funds will be made available in account# 17-01-201-23-210-312 in the calendar year 2017 temporary and or permanent budgets.

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

1. This resolution amends resolution 16.687 that was adopted on October 12, 2016 to include the correct account number and to enable the encumbering of funds needed to pay for the remainder of the contract.

2. Pursuant to N.J.A.C. 5:30-5.5(a), the continuation of this contract after the expenditure of funds encumbered in the 2017 calendar year temporary budget shall be subject to the appropriation of sufficient funds in the 2017 calendar year permanent budget.

Donna Mauer, Chief Financial Officer hereby certify that there are sufficient funds available in Account# 17-01-201-23-210-312. Temporary encumbrance: $15,000 PO# #124073.

APPROVED: Donna Mauer, Chief Financial Officer

APPROVED AS TO LEGAL FORM

Corporation Counsel

Certification Required ☐
Not Required ☐

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 2.22.17

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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.
# 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 AMENDING A PROFESSIONAL SERVICES AGREEMENT WITH THE LAW FIRM OF SPIRO, LLC

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

## Resolution Purpose
To correct the account number and encumber funds.  

I certify that all the facts presented herein are accurate.

<table>
<thead>
<tr>
<th>Signature of Department Director</th>
<th>Date</th>
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COUNCIL

offered and moved

adoption of the following resolution:

WHEREAS, on October 28, 2015, the Municipal Council adopted Resolution 15.766 which authorized a professional services agreement with Calcagni & Kanefsky to represent the City of Jersey in the matter of Rozanne Mays v. City of Jersey City, et al; and

WHEREAS, this contract term was for one year ending October 31, 2016 for a total contract amount not to exceed $75,000; and

WHEREAS, on October 26, 2016, the Municipal Council adopted Resolution 16.724 reauthorizing this contract for another one year term and amending the total contract amount by an additional $50,000 for a total contract amount not to exceed $125,000; and

WHEREAS, an incorrect account number was listed on these resolutions and the funds were not properly encumbered; and

WHEREAS, a temporary encumbrance in the amount of $15,000 is available in account# 17-01-201-23-210-312; and

WHEREAS, $47,753.37 was paid out to Calcagni & Kanefsky and the remaining funds of $77,246.66 will be made available in account# 17-01-201-23-210-312 in the calendar year 2017 temporary and or permanent budgets.

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

1. This resolution amends resolutions 15.766 and 16.724 to include the correct account number and to enable the encumbering of funds needed to pay for the remainder of the contract.

2. Pursuant to N.J.A.C. 5:30-5.5(a), the continuation of this contract after the expenditure of funds encumbered in the 2017 calendar year temporary budget shall be subject to the appropriation of sufficient funds in the 2017 calendar year permanent budget.

I, Donna Mauer, Chief Financial Officer hereby certify that there are sufficient funds available in Account# 17-01-201-23-210-312. Temporary encumbrance: $15,000 PO# 124983.
Continuation of Resolution
City Clerk File No. Res.17-179
Agenda No. 10.2.17 FEB 2 2017

TITLE:

APPROVED:

APPROVED AS TO LEGAL FORM
Not Required

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 2.22.17

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

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

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

APPROVED 8-0

Business Administrator

Corporation Counsel

Certification Required
Not Required
RESOLUTION FACT SHEET – NON-CONTRACTUAL
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Full Title of Ordinance/Resolution

RESOLUTION AMENDING A PROFESSIONAL SERVICES AGREEMENT WITH CALCAGNI & KANEFSKY

Initiator

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Resolution Purpose

To correct the account number and encumber funds. Res 15, 746, 16, 7294

I certify that all the facts presented herein are accurate.

[Signature]

[Date] 2/6/17

Signature of Department Director
COUNCIL

ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, on September 9, 2015, the Municipal Council adopted Resolution 15.660 which authorized a professional services agreement with Florio, Kenny, Raval, L.L.P., to represent the City of Jersey in the matter of Michael Maietti v. City of Jersey City, et al.; and

WHEREAS, this contract term was for one year ending September 30, 2016 for a total contract amount not to exceed $50,000; and

WHEREAS, on June 29, 2016, the Municipal Council adopted Resolution 16.444 amending this contract for another one year term and the contract amount by an additional $50,000 for a total contract amount not to exceed $100,000; and

WHEREAS, an incorrect account number was listed on these resolutions and the funds were not properly encumbered; and

WHEREAS, a temporary encumbrance in the amount of $15,000 is available in account# 17-01-201-23-210-312; and

WHEREAS, $61,297.34 was paid out to Florio, Kenny, Raval, L.L.P. and the remaining funds of $38,702.66 will be made available in account# 17-01-201-23-210-312 in the calendar year 2017 temporary and or permanent budgets.

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

1. This resolution amends resolutions 15.660 and 16.444 to include the correct account number and to enable the encumbering of funds needed to pay for the remainder of the contract.

2. Pursuant to N.J.A.C. 5:30-5.5(a), the continuation of this contract after the expenditure of funds encumbered in the 2017 calendar year temporary budget shall be subject to the appropriation of sufficient funds in the 2017 calendar year permanent budget.

I, Donna Mauer, Chief Financial Officer hereby certify that there are sufficient funds available in Account# 17-01-201-23-210-312. Temporary encumbrance:

$15,000 PO# 1241062.
Continuation of Resolution

City Clerk File No. Res. 17-180
Agenda No. 10.7.18 FEB 2 2 37

TITLE:

APPROVED: I/ APPROVED AS TO LEGAL FORM

APPROVED: Corporation Counsel

Certification Required □
Not Required □

COUNCILPERSON AYE NAY N.V. COUNCILPERSON AYE NAY N.V. COUNCILPERSON AYE NAY N.V.
GAJEWSKI □ YUN □ RIVERA □
GADSDEN □ OSBORNE □ WATTERMAN □
BOGGIANO □ ROBINSON □ LAVARRO, PRES □

N.V.-Not Voting (Abstain)

Record of Council Vote on Final Passage 2-22-17

Approved 8-0

Indicates Vote

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

Roland E. Lavarro, Jr., President of Council

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

RESOLUTION AMENDING A PROFESSIONAL SERVICES AGREEMENT
WITH FLORIO, KENNY, RAVAL, L.L.P.

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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

To correct the account number and encumber funds. Res 15-460, 16-449

I certify that all the facts presented herein are accurate.

[Signature]

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

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

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

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

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

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

The contractor or subcontractor agrees to review any of its testing procedures, if necessary, to ensure that all personnel testing conforms with the principles of job-related testing, as established by the statute 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 transfers, promotions, demotions and layoffs to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey and applicable federal law and applicable federal court decisions.

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

1. Letter of Federal Alternative Action Plan Approval
2. Certificate of Employees Information Report
3. Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/crest/contract_compliance

EXHIBIT A

MANDATORY NEGOTIATION LANGUAGE

Goods, Products and Services

(Signature of Contractor)

[Dated 7/5/16]

The undersigned tenderer certifies on their company's honor, knowledge and commitment to comply with the requirements of N.J.S.A. 10A:49-3 and 10A:49-3.1

Name of Company: Floreo Kenny, L.P.

Tel. No.: 201-659-8011

Referees:

Edward J. Flord Senior Partner

Referee's Signature:

[Date] 7/5/16
Item F. Americans with Disabilities Act

APPENDIX A

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

The contractor and the law office of Florio, Kenny & Raval, L.L.P., 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 by 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 agrees that the owner in any action or administrative proceeding initiated pursuant to the Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, whether in law or equity, which in any way or for any cause arise out of or in connection with the act of violation. The contractor shall, at its own expense, appear, defend, and pay any and all expenses, legal services and any and all costs and other expenses arising from such action or administrative proceeding. Any award or administrative proceeding resulting in an award of damages against the owner, or if the owner bears any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedures, 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 immediately 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 contained in this Agreement, or otherwise limit the owner's right to seek any other remedies available to it under any other provisions of the Agreement or otherwise at law.

[Signatures]

Representative Name: Edward J. Florio, Senior Partner
Signature: __________________________
Firm Name: Florio, Kenny & Raval, L.L.P.
Date: 7/8/16

City of Jersey City
Bid 1895-012
Minority/Woman Business Enterprise (MWBE) Questionnaire for Bidders

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

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

Business Name: Florio-Kenny-Valerio, L.L.P.
Address: 5 Marine View Plaza, Suite 103, Hoboken, NJ 07030
Telephone No.: 201-659-801
Contact Name: Edward J. Florio

Please check applicable category:

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

Definitions

Minority Business Enterprise 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, Taiwan or the Pacific Islands.
- American Indian or Alaskan Native: a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

Woman Business Enterprise

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

DIVISION OF PURCHASING COPY
Item I. Certification of Compliance (Ord. 08-128)

CERTIFICATION OF COMPLIANCE WITH THE CITY OF JERSEY CITY CONTRACTOR PAY-TO-PLAY REFORM ORDINANCE 08-128
ADOPTED ON SEPTEMBER 3, 2008

PART I - Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that Florio-Kenny-Raval, L.L.P. (name of business entity) has not made any reportable contributions in the **one-year period preceding 7/30/16** (date City Council awards contract) that would be deemed to be violations of Section One of the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128 (attached hereto) and that would bar the award of this contract. I further certify that during the term of the contract Florio-Kenny-Raval, L.L.P. (name of business entity) will not make any reportable contributions in violation of Ordinance 08-128.

PART II - Signature and Attestation:

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

Name of Business Entity:

Signed __________________________ Title: Senior Partner
Print Name Edward F. Florio Date: 7/5/16

Subscribed and sworn before me this 5th day of July, 2016.
My Commission expires:

JAMIE M MOLESKY
ID # 5001243
NOTARY PUBLIC
STATE OF NEW JERSEY
My Commission Expires March 19, 2020
(Affiant) (Corporate Seal)

**(Print name & title of affiant)**

**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-30.8
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 candidates' committees, joint candidates committee, or political party committees representing the elected officials of the <name of city of elected officials> as defined pursuant to N.J.S.A. 19:44A-3(c), (d) and (e):

<table>
<thead>
<tr>
<th>Election Fund for Steven Fulop (2012)</th>
<th>Councilperson Frank Guenther</th>
</tr>
</thead>
<tbody>
<tr>
<td>Team Fulop</td>
<td>Councilperson Maudine &quot;Chico&quot; Entrich</td>
</tr>
<tr>
<td>Team Fulop Runoff</td>
<td>Councilperson Richard Bogaldro</td>
</tr>
<tr>
<td>Labor for Council</td>
<td>Councilperson Michael Yon</td>
</tr>
<tr>
<td>Councilperson Joyce E. Waterman</td>
<td>Councilperson Caudice Osborne</td>
</tr>
<tr>
<td>Councilperson Daniel Rivera</td>
<td>Councilperson Diane Colgan</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>Edward J. Florio</td>
<td>28 Wilber Terrace, Bloomfield, NJ</td>
</tr>
<tr>
<td>Bernard P. Kenny, Jr.</td>
<td>1022 Bloomfield Street, Hoboken, NJ</td>
</tr>
<tr>
<td>Nita G. Raval</td>
<td>6 Cottage Place, Allendale, NJ</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: FLOREO KENNY RAVAI, L.L.C.
Signed: [Signature]
Print Name: Edward J. Florio
Title: Senior Partner
Date: 7/27/15

Subscribed and sworn before me this 22nd day of July, 2015
My Commission expires:

JAMIE M. MOLESKY
ID # 80012428
NOTARY PUBLIC
STATE OF NEW JERSEY
My Commission Expires March 19, 2020

JUL-19-2015 13:40 99.8 P. 33
C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant To N.J.S.A. 19:44A-20.26

This form or its permitted facsimile must be submitted to the local unit
no later than 10 days prior to the award of the contract.

Part I - Vendor Information

| Vendor Name: | FLORIO-KENNY-RAVAL, L.L.P. |
| Address: | 5 Marine View Plaza, Suite 101 |
| City: | Hoboken |
| State: | NJ |
| Zip: | 07030 |

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents
compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this
form.

Signature: Edward L. Florio  Senior Partner
Printed Name: Edward L. Florio
This:

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>Edward L. Florio</td>
<td>Grillo for Freeholder</td>
<td>10/24/14</td>
<td>$2,500</td>
</tr>
<tr>
<td>Edward L. Florio</td>
<td>Schmidt for Freeholder</td>
<td>10/29/14</td>
<td>2,500</td>
</tr>
<tr>
<td>Edward L. Florio</td>
<td>Rios for Freeholder</td>
<td>3/16/15</td>
<td>500</td>
</tr>
<tr>
<td>Edward L. Florio</td>
<td>Flynn for County Clerk</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

☐ Check here if the information is continued on subsequent page(s)
Certiﬁcate of Employee Information Report

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved such report. This approval will remain in effect for the period of: 01/01/2023 to 03/25/2023.

[Signature]
Andrew P. Shanon-Epistoff
State Treasurer
STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: KLOOR & KENNY
Trade Name(s):
Address: SMARINE VIEW PLAZA, SUITE 103
HOBOKEN, NJ 07030
Certificate Number: 177076
Effective Date: September 12, 2005
Date of Expiration: August 23, 2011

Office Use Only:
C1110025104121106

WWW.state.nj.us/TYTR_BRC/servlet/common/BRCLogin 8/25/2011
RESOLUTION AUTHORIZING THE RENEWAL OF A PROFESSIONAL SERVICES AGREEMENT WITH FLORIO, KENNY, RAVAL, L.L.P. TO REPRESENT JAMES SHEA, DIRECTOR OF PUBLIC SAFETY; PHILLIP ZACCHE, CHIEF OF POLICE AND JOSEPH CONNORS, DEPUTY CHIEF OF POLICE IN THE MATTER OF KELLY CHESLER, ET AL. V. CITY OF JERSEY CITY ET AL. AND AMENDING RESOLUTION 15.659

COUNCIL adoption of the following resolution: offered and moved

WHEREAS, James Shea, Director of Public Safety, Phillip Zacche, Chief of Police and Joseph Connors, Deputy Chief of Police have been named in a complaint filed by Kelly Chesler and Joseph Ascolese in the United States District Court, District of New Jersey alleging defendants violated their civil rights, CEPA rights and in violation of LAD; and

WHEREAS, Corporation Counsel recommended the appointment of outside counsel to represent the City of Jersey City in this matter; and

WHEREAS, Resolution 15.659, approved on September 9, 2015, awarded a one year professional services contract effective September 30, 2015 to Florio, Kenny, Raval, L.L.P.; and

WHEREAS, Florio, Kenny, Raval, L.L.P. agreed to provide services at an hourly rate of $150.00 per hour, including expenses, for a total contract amount not to exceed $50,000; and

WHEREAS, the City of Jersey City (City) awarded the contract to Florio, Kenny, Raval, L.L.P. under the “fair and open process” of the Pay-to-Play Law, N.J.S.A. 19:44A-20.4 et seq.; and

WHEREAS, N.J.S.A. 40A:11-15 limits the term of a professional services contract to twelve months; and

WHEREAS, the lawsuit is still ongoing and it is necessary for the City to renew its professional services contract with Florio, Kenny, Raval, L.L.P. for an additional twelve month period; and

WHEREAS, Florio, Kenny, Raval, L.L.P. 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, an incorrect account number was listed on Resolution 15.659 and no funds were encumbered; and

WHEREAS, a temporary encumbrance in the amount of $10,000 is available in account# 17-01-201-23-1-312; and

WHEREAS, $30,814.96 was paid out to Florio, Kenny, Raval, L.L.P. in calendar year 2016 and the remaining funds of $19,185.04 will be made available in account# 17-01-201-23-1-312 in the calendar year 2017 temporary and/or permanent budgets.

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 Florio, Kenny, Raval, L.L.P. is renewed for a one year period effective February 23, 2017;

2. The award of this contract shall be subject to the condition that Florio, Kenny, Raval, L.L.P. provides satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-31et seq;

3. This resolution amends resolution 15,659 that was adopted on September 9, 2015 to include the correct account number and to encumber funds needed to pay for the renewal of this contract.

4. Pursuant to N.J.A.C. 5:30-5.5(a), the continuation of this contract after the expenditure of funds encumbered in the 2017 calendar year temporary budget shall be subject to the appropriation of sufficient funds in the 2017 calendar year permanent budget.

5. The Mayor or Business Administrator is hereby authorized to execute the renewal agreement in substantially the form attached subject to such modification as the Corporation Counsel deems appropriate or necessary.

6. 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.

7. A copy of the Certification of Compliance with the City of Jersey City’s Contractor Reform Ordinance, attached hereto and incorporated herewith by reference, shall be placed on file with this resolution.

Donna Mauer, Chief Financial Officer hereby certify that there are sufficient funds available in Account# 17-01-201-23-210-312. Temporary encumbrance: $10,000 PO# 124 Q9 4
RESOLUTION FACT SHEET - CONTRACT AWARD

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

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING THE RENEWAL OF A PROFESSIONAL SERVICES AGREEMENT WITH FLORIO, KENNY, RAVAL, L.L.P. TO REPRESENT JAMES SHEA, DIRECTOR OF PUBLIC SAFETY; PHILLIP ZACCHE, CHIEF OF POLICE AND JOSEPH CONNORS, DEPUTY CHIEF OF POLICE IN THE MATTER OF KELLY CHESLER, ET AL, V. CITY OF JERSEY CITY ET AL AND AMENDING RESOLUTION 15.659

Project Manager

<table>
<thead>
<tr>
<th>Department/Division</th>
<th>Management &amp; Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name/Title</td>
<td>Donna Mauer</td>
</tr>
<tr>
<td>Phone/email</td>
<td>201-547-5042</td>
</tr>
<tr>
<td></td>
<td><a href="mailto:DonnaM@jcnj.org">DonnaM@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 renew the contract for an additional twelve (12) months and the correct the account number and encumber funds.

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

<table>
<thead>
<tr>
<th>Insurance Account</th>
<th>One year</th>
</tr>
</thead>
<tbody>
<tr>
<td>01-201-23-210-312</td>
<td></td>
</tr>
</tbody>
</table>

Type of award: Fair/open

If “Other Exception”, enter type

Additional Information

I certify that all the facts presented herein are accurate.

Signature of Department Director  Date
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 (Cont'd)

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

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

In conformity with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to testing, 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 or the following three documents:

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

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program at or any request of 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 its company's behalf, knowledge and commitment to comply with:

EXHIBIT A
MANDATORY POST EMPLOYMENT OPPORTUNITY LANGUAGE
Goods, Professional Services and General Service Contracts
(Mandatory Alternative Action Language)

The undersigned vendor further agrees to furnish the required licensed evidence and

undersigned, that their purchase/company's bid shall be rejected as unsatisfactory if this contract fails to comply with the requirements of N.J.A.C. 13:31-3 and N.J.A.C. 17:27.

Representative's Name/Title/Phone: Edward J. Florio Senior Partner

Representative's Signature: __________________________

Name of Company: Florio, Kenny, Kavanagh & P.

Tel #: 201-659-8011 Date: 7/5/16

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6/30/2016 11:41 AM
Item F. Americans with Disabilities Act

APPENDIX A

AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability
Florio. Kenny, Raval, L.L.P.

The contractor and the law office of Florio, Kenny, Raval, L.L.P. hereby agree that the provisions of Title II of the Americans with Disabilities Act of 1990 (the Act) (Pub. L. No. 101-336) 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 hereto are made a part of this contract. In providing any aids, benefits, or services on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of his contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature, arising out of, or in any way connected with, the alleged violations. 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 judicial or administrative proceeding or entered in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedures, the contractor agrees to abide by any rule of the owner which is adopted pursuant to said grievance procedures. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to avoid a violation of the ADA which has been brought pursuant to its grievance procedures, 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 the 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, protect, and pay any and all claims against the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of the performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the violation of this indemnification clause shall in no way limit the contractor's obligation assumed in this Agreement, nor shall they be entitled to recover the contractor from any liability, nor produce the owner from failing any other actions available to him under any other provisions of the Agreement or laws.

Representative's Name/Title/Phone: Edward J. Florio, Senior Partner
Representative's Signature: _________________________________
Name of Company: Florio, Kenny, Raval, L.L.P.

Tel No.: 201-659-8011
Date: 7/8/16

8/30/2018 11:41 AM
p. 34
City of Jersey City

Minority/Woman Business Enterprise (MWBE)
Questionnaire for Bidders

Jersey City Ordinance C-929 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

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

Business Name: Florio, Kenny, Raval, LLP

Address: 5 Marine View Plaza, Suite 103, Hoboken, NJ 07030

Telephone No.: 201-659-801

Contact Name: Edward J. Florio

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, Asian American, Hispanic American or Alaska Native, defined as follows:

- African American: A person having origins in any of the black racial groups of Africa
- Hispanic American: A person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.
- Asian American: A person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.
- American Indian or Alaska Native: A person having origins in any of the original peoples of North America and who continues 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.

DIVISION OF PURCHASING COPY
CERTIFICATION OF COMPLIANCE WITH THE CITY OF JERSEY CITY CONTRACTOR PAY-TO-PLAY REFORM ORDINANCE 08-128 ADOPTED ON SEPTEMBER 3, 2008

PART I - Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that Florio, Kenny, Raval, L.L.P. (name of business entity) has not made any reportable contributions in the **one-year period preceding 7/30/16** (date City Council awards contract) that would be deemed to be violations of Section One of the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128 (attached hereto) and that would bar the award of this contract. I further certify that during the term of the contract Florio, Kenny, Raval, L.L.P. (name of business entity) will not make any reportable contributions in violation of Ordinance 08-128.

PART II - Signature and Attestation:

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

Name of Business Entity:

Signed ________

Print Name Edward J. Florio

Subscribed and sworn before me this ________ day of July, 2016.

My Commission expires:

Title: Senior Partner

Date: 7/5/16

JAMIE M MOLESKY

ID # 50012423
NOTARY PUBLIC
STATE OF NEW JERSEY
My Commission Expires March 19, 2020

(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-PARTNERSHIP 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, do 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 be reportable contributions for the one year period preceding the date of award to the extent that the contribution is reportable under the law as reflected in the following table:

| Election Fund for Steven Fulop (2012) | Councilperson Frank Giacovelli |
| Team Fulop | Councilperson Kathleen "Choo" Ramchel |
| Team Fulop Runoff | Councilperson Michael Bongino |
| Lavallette for Council | Councilperson Michael Yan |
| Councilperson Joyce E. Watermann | Councilperson Candice Osborne |
| Councilperson Daniel Rivera | Councilperson Diane Coleman |

Part II - Ownership Disbursement 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>Edward J. Florio</td>
<td>28 Wilber Terrace, Bloomfield, NJ</td>
</tr>
<tr>
<td>Bernard F. Kenny, Jr.</td>
<td>1022 Bloomfield Street, Hoboken, NJ</td>
</tr>
<tr>
<td>Nita G. Raval</td>
<td>6 Cottage Place, Allendale, NJ</td>
</tr>
</tbody>
</table>

Part 3 - Signature and Affidavit
The undersigned is fully aware that if I have misrepresented in whole or part this information and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: Edward J. Florio, KENNY, RAVAL, L.L.P
Signed: [Signature]
Print Name: Edward J. Florio
Title: Senior Partner
Date: 7/22/15

Subscribed and sworn before me this 22nd day of July, 2015

My Commission expires: Jamie M. Molesky, Notary Public

JAMIE M. MOLESKY
ID # 50012428
NOTARY PUBLIC
STATE OF NEW JERSEY
My Commission Expires March 19, 2020

JUL-19-2015 13:40
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>FLORIO &amp; KENNY &amp; RAVAL, L.L.P.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address:</td>
<td>5 Marine View Plaza, Suite 103</td>
</tr>
<tr>
<td>City:</td>
<td>Hoboken</td>
</tr>
<tr>
<td>State:</td>
<td>NJ</td>
</tr>
<tr>
<td>Zip:</td>
<td>07030</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: Edward L. Florio
Printed Name: Edward L. Florio
Title: Senior Partner

Part II - Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26, this disclosure must include all reportable political contributions (more than $300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

Check here if disclosure is provided in electronic form.

<table>
<thead>
<tr>
<th>Contributor Name</th>
<th>Recipient Name</th>
<th>Date</th>
<th>Dollar Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Edward J. Florio</td>
<td>Grillo for Freeholder</td>
<td>10/24/14</td>
<td>$2,500</td>
</tr>
<tr>
<td>Edward J. Florio</td>
<td>Schmidt for Freeholder</td>
<td>10/29/14</td>
<td>$2,500</td>
</tr>
<tr>
<td>Edward J. Florio</td>
<td>Rico for Freeholder</td>
<td>3/16/15</td>
<td>$500</td>
</tr>
<tr>
<td></td>
<td>Polos for Freeholder</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Flynn for County Clerk</td>
<td></td>
<td></td>
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</tbody>
</table>

Check here if the information is continued on subsequent page(s)

99K P.37
Resolution of the City of Jersey City, N.J.

COUNCIL

WHEREAS, Police Officer Ray Weber was named in a lawsuit filed in Superior Court of New Jersey under Docket No. HUD-L-3335-15 by Stefan Mitchell alleging illegal search, false arrest and falsifying documents; and

WHEREAS, Corporation Counsel recommended the appointment of outside counsel to represent Police Officer Ray Weber in this matter; and

WHEREAS, Resolution 15.801, approved on November 10, 2015, awarded a one year professional services contract effective November 30, 2015 to Riley & Riley, PC; and

WHEREAS, Riley & Riley, PC agreed to provide services at an hourly rate of $150.00 per hour, including expenses, for a total contract amount not to exceed $50,000; and

WHEREAS, the City of Jersey City (City) awarded the contract to Riley & Riley, PC under the “fair and open process” of the Pay-to-Play Law, N.J.S.A. 19:44A-20.4 et seq.; and

WHEREAS, N.J.S.A. 40A:11-15 limits the term of a professional services contract to twelve months; and

WHEREAS, the lawsuit is still ongoing and it is necessary for the City to renew its professional services contract with Riley & Riley, PC for an additional twelve month period, and

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

WHEREAS, an incorrect account number was listed on Resolution 15.801 and no funds were encumbered; and

WHEREAS, a temporary encumbrance in the amount of $10,000 is available in account# 17-01-201-23-210-312; and

WHEREAS, $4,639.86 was paid out to Riley and Riley, PC in calendar year 2016 and the remaining funds of $45,360.14 will be made available in account# 17-01-201-23-210-312 in the calendar year 2017 temporary and/or permanent budgets.

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 Riley & Riley, PC is renewed for a one year period effective February 23, 2017;

2. The award of this contract shall be subject to the condition that Riley & Riley, PC provides satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et seq.
3. This resolution amends resolution 15.801 that was adopted on November 10, 2015 to include the correct account number and to encumber funds needed to pay for the renewal of this contract.

4. Pursuant to N.J.A.C. 5:30-5.5(a), the continuation of this contract after the expenditure of funds encumbered in the 2017 calendar year temporary budget shall be subject to the appropriation of sufficient funds in the 2017 calendar year permanent budget.

5. The Mayor or Business Administrator is hereby authorized to execute the renewal agreement in substantially the form attached subject to such modification as the Corporation Counsel deems appropriate or necessary.

6. 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.

7. A copy of the Certification of Compliance with the City of Jersey City's Contractor Reform Ordinance, attached hereto and incorporated herein by reference, shall be placed on file with this resolution.

I, Donna Mauer, Chief Financial Officer hereby certify that there are sufficient funds available in Account# 17-01-201-23-210-312. Temporary encumbrance: $10,000 PO# 1290495.
RESOLUTION FACT SHEET - CONTRACT AWARD
This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING THE RENEWAL OF A PROFESSIONAL SERVICES AGREEMENT WITH RILEY & RILEY TO REPRESENT POLICE OFFICER RAY WEBER IN THE MATTER OF STEFAN MITCHELL V. CITY OF JERSEY CITY ET AL AND AMENDING RESOLUTION 15.807.

Project Manager

<table>
<thead>
<tr>
<th>Department/Division</th>
<th>Administration</th>
<th>Management &amp; Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name/Title</td>
<td>Donna Mauer</td>
<td>Chief Financial Officer</td>
</tr>
<tr>
<td>Phone/email</td>
<td>201-547-5042</td>
<td><a href="mailto:DonnaM@cmj.org">DonnaM@cmj.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 renew the contract for an additional twelve (12) months and the correct the account number and encumber funds.

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

| Insurance Account   | 01-201-23-210-312 | One year |

Type of award: Fair/open

If “Other Exception”, enter type

Additional Information

I certify that all the facts presented herein are accurate.

Signature of Department Director  Date

2/10/17
RESOLUTION AUTHORIZING THE RENEWAL AND AMENDMENT OF A PROFESSIONAL SERVICES AGREEMENT WITH CLEARY, GIACOBBE, ALFIERI, JACOBS, LLC TO REPRESENT THE CITY OF JERSEY CITY AND FORMER MAYOR JERRAMIAH HEALY IN THE MATTER OF ASTRIAB V. CITY OF JERSEY CITY ET AL.

COUNCIL offered and moved adoption of the following resolution:

WHEREAS, John Astriab and several other police officers filed a complaint in Federal District Court of New Jersey against the City of Jersey City (City), former Mayor Jerramiah Healy and former Police Chief Robert Troy alleging they were denied promotion to the rank of police lieutenant for discriminatory and retaliatory reasons; and

WHEREAS, Corporation Counsel recommended the appointment of outside counsel to represent the City and former Mayor Jerramiah Healy in this matter; and

WHEREAS, Resolution 14-829, approved on December 17, 2014, awarded a one year professional services contract to Cleary, Giacobbe, Alfieri. Jacobs. LLC; and

WHEREAS, Cleary, Giacobbe, Alfieri. Jacobs. LLC agreed to provide services at an hourly rate of $150.00 per hour, including expenses, for a total contract amount not to exceed $50,000; and

WHEREAS, the City awarded the contract to Cleary, Giacobbe, Alfieri. Jacobs. LLC under the “fair and open process” of the Pay-to-Play Law, N.J.S.A. 19:44A-20.4 et seq.; and

WHEREAS, N.J.S.A. 40A:11-15 limits the term of a professional services contract to twelve months; and

WHEREAS, the lawsuit is still ongoing and it is necessary for the City to renew its professional services contract with Cleary, Giacobbe, Alfieri. Jacobs. LLC for an additional twelve month period; and

WHEREAS, this is a second renewal of the contract between the City and Cleary, Giacobbe, Alfieri. Jacobs. LLC; and

WHEREAS, because contract funds in the amount of $40,285.67 were expended under last year’s contract it is necessary to amend the contract to increase the contract amount by an additional $50,000.00 for a total contract amount not to exceed $100,000; and

WHEREAS, a temporary encumbrance in the amount of $10,000 is available in account# 17-01-201-23-210-312; and

WHEREAS, $40,285.67 was paid out to Cleary, Giacobbe, Alfieri. Jacobs. LLC under last year’s contract and the remaining funds of $9,714.33, plus the additional $50,000 for a total of $99,714.33 will be made available in account# 17-01-201-23-210-312 in the calendar year 2017 temporary and/or permanent budgets; and

WHEREAS, Cleary, Giacobbe, Alfieri. Jacobs. LLC has submitted its Certification of Compliance with the City’s Contractor Pay-to-Play Reform Ordinance 08-128 adopted on September 3, 2008; and

WHEREAS, 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 Cleary, Giacobbe, Alfieri, Jacobs, LLC is renewed for a one year period effective February 23, 2017 and the contract amount is increased by an additional $50,000.00;

2. The award of this contract shall be subject to the condition that Cleary, Giacobbe, Alfieri, Jacobs, LLC provides satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et seq;

3. The Mayor or Business Administrator is hereby authorized to execute the renewal agreement in substantially the form attached subject to such modification as the Corporation Counsel deems appropriate or necessary.

4. A copy of this resolution will be published in a newspaper of general circulation in the City of Jersey City as required by law within (10) days of the adoption of the resolution.

5. A copy of the Certification of Compliance with the City of Jersey City’s Contractor Reform Ordinance, attached hereto and incorporated herein by reference, shall be placed on file with this resolution.

I, Donna Mauer, Chief Financial Officer, hereby certify that there are sufficient funds available in Account# 17-01-201-23-210-312. Temporary encumbrance: $10,000 PO# 12+04

COUNCILPERSON AYE NAY N.V. COUNCILPERSON AYE NAY N.V. COUNCILPERSON AYE NAY N.V.
Gajewski AYE N.V. YUN N.V. RIVERA N.V. N.V. N.V. N.V.
Gadsden N.V. OSBORNE N.V. WATTERMAN N.V. N.V. N.V. N.V.
Boggiano N.V. ROBINSON N.V. LAVARRO, PRES N.V. N.V. N.V. N.V.

N.V.-Not Voting (Abstain)

☑ Indicates Vote

Approved 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 AND AMENDMENT OF A PROFESSIONAL SERVICES AGREEMENT WITH CLEARY, GIACOBBE, ALFIERI, JACOBS, LLC TO REPRESENT THE CITY OF JERSEY CITY AND FORMER MAYOR JERRAMIAH HEALY IN THE MATTER OF ASTRIAB V. CITY OF JERSEY CITY ET AL.

**Project Manager**

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

**Contract Purpose**

To renew the contract for an additional twelve (12) months, increase the contract amount and to correct the account number and encumber funds.

**Cost (Identify all sources and amounts)**

| Insurance Account  | 01-201-23-210-312 |

**Contract term (include all proposed renewals)**

One year

**Type of award**

Fair/open

**If “Other Exception”, enter type**

**Additional Information**

I certify that all the facts presented herein are accurate.

Signature of Department Director: [Signature]

Date: 2/14/17

REF 178 085
RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT BETWEEN
THE CITY OF JERSEY CITY AND JERSEY CITY PUBLIC EMPLOYEES, INC.,
LOCAL 246

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING
RESOLUTION:

WHEREAS, a tentative agreement has been entered into after bargaining sessions by and
between the City of Jersey City and the Jersey City Public Employees, Inc., Local 246; and

WHEREAS, it is the desire of the Municipal Council of the City of Jersey City to approve the
attached Memorandum of Agreement covering the contractual term from January 1, 2015
through December 31, 2018; and

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of
Jersey City that the Memorandum of Agreement attached hereto, entered into by and between the
City of Jersey City and Jersey City Public Employees, Inc., Local 246, is hereby approved and
the Mayor or Business Administrator is hereby authorized to sign a formal labor contract on
behalf of the City of Jersey City in accordance with the attached Memorandum of Agreement.

RJK
2/17/17

APPROVED: ___ ___

APPROVED AS TO LEGAL FORM

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 2.22.17

<table>
<thead>
<tr>
<th>COUNCILPERSON</th>
<th>AYE</th>
<th>NAY</th>
<th>N.V.</th>
</tr>
</thead>
<tbody>
<tr>
<td>GAEWSKI</td>
<td></td>
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<tr>
<td>GADSDEN</td>
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<tr>
<td>BOGGIANO</td>
<td>☑</td>
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</tbody>
</table>

✓ Indicates Vote

N.V.-Not Voting (Abstain)
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 EXECUTION OF AN AGREEMENT BETWEEN THE CITY OF JERSEY CITY AND JERSEY CITY PUBLIC EMPLOYEES, INC., LOCAL 246 |

Initiator:

<table>
<thead>
<tr>
<th>Department/Division</th>
<th>Department of Administration</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name/Title</td>
<td>Robert J. Kakoleski</td>
</tr>
<tr>
<td>Phone/email</td>
<td>(201) 547-5147</td>
</tr>
<tr>
<td></td>
<td><a href="mailto:RKakoleski@cnj.org">RKakoleski@cnj.org</a></td>
</tr>
</tbody>
</table>

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

Resolution Purpose:

The Collective Bargaining Agreement between the City of Jersey City ("City") and Jersey City Public Employees, Inc., Local 246 ("Local 246") expired on December 31, 2014. After numerous bargaining sessions, the City and Local 246 have entered into a successor agreement, which terms are enunciated in the attached Memorandum of Agreement ("MOA"). This Resolution will authorize the Mayor or Business Administrator to sign a formal labor contract on behalf of the City, the term of which shall be January 1, 2015 through December 31, 2018.

Signature of Department Director 2/17/17
Date: February 17, 2017

To: Rolando Lavarro, President, Municipal Council

From: Robert J. Kakoleski, Business Administrator
Scott Carbone, Asst. Corporation Counsel

Subject: Local 246 Memorandum of Agreement (January 1, 2015 – December 31, 2018)

Attached is a MOA with the Jersey City Public Employees Local 246 ("Union") for a new four (4) year contract beginning January 1, 2015 and ending December 31, 2018. This deal was reached after 2 plus years of negotiations between the Administration and the Union. On February 16, 2017, the MOA was ratified by the membership of the union. The following is a summary of the primary economic and related items included in this package:

1. New Contractual language to address employees from the former JCPA

2. New Contractual language to address conditions specific to Public Safety employees working rotating schedules.

3. Medical and Prescription Plan Savings/Changes:
   - ER co-pay increase from $25 per visit to $50
   - Out of Network Deductible increase from $100 individual/$250 H/W & Family to $250/$500
   - Out of Network Reimbursement Schedule from 80% to 70% of Fair Health Schedule for usual, customary and reasonable charges.
   - Three Tier Rx Plan: $5 Generic, $25 Preferred Brand Drugs and $35 for Non-Preferred Brand
   - Mandatory Generic when available
   - Rx plan part of the National Preferred Formulary Program

4. Union Salary Increases:
   - January 1, 2015 $1,125
   - January 1, 2016 $1,125
   - January 1, 2017 $1,400
   - January 1, 2018 $1,500

If you have any questions or need additional on this contract, please give me a call.

c: Mark Albiez, Mayor's Chief of Staff
Jeremy Farrell, Corporation Counsel
file
MEMORANDUM OF AGREEMENT

Between

Jersey City Public Employees, Inc., Local 246 ("Local 246")

-and-

The City of Jersey City ("Jersey City")

Jersey City and Local 246 (collectively "Parties") hereby agree to the following terms and conditions of employment for a successor collective negotiations agreement ("Agreement").

This Memorandum of Agreement ("MOA") is subject to ratification by the membership of Local 246 and final approval of Jersey City’s Municipal Council. The amendments set forth in this MOA shall be effective upon ratification by the membership of Local 246 and final approval of Jersey City’s Municipal Council.

This MOA adopts the Agreement between the Parties for the period of July 1, 2011 through December 31, 2014, subject to the amendments set forth herein. The provisions of the Agreement are changed only to the extent indicated herein and remain otherwise unchanged and in full force and effect until changed.

This MOA is also subject to the laws and regulations of the State of New Jersey, including, but not limited to, the Employer-Employee Relations Act and the New Jersey Civil Service Act as well as the regulations promulgated pursuant to these Acts.

1. **Duration** – This MOA shall continue in full force and effect from the date of ratification by Local 246 and final approval by the Jersey City Municipal Council through December 31, 2018.

2. **Recognition** – Article 1 is amended as follows:

   (a) Replace Paragraph A with the following language: "The City hereby recognizes Local 246 as the exclusive representative on behalf of the following non-management employees in the following departments . . . ."

   (b) Combine A(3) and A(4) with the new sub-paragraph reading as following language: "Department of Public Safety (non-uniformed employees only)."
3. **Bereavement Leave** – Article 11 is amended as follows: The terms “spouse” and “domestic partner” shall be added to Paragraph B.

4. **Contractual Grievance Procedure** – Article 24 is amended as follows:

   (a) The following language is eliminated from Paragraph (C)(3)(c): “Any award rendered by an Arbitrator shall be subject to de novo review by the Court and shall be upheld only if there was clear and convincing evidence in the record before the Arbitrator in support of the Award.”

   (b) Paragraph (C)(3)(e) shall be amended to read as follows: “The Arbitrator’s Award shall be final and binding on all parties, unless the Award is appealed to the courts, in which case the order of the court, including any orders on further appeals, shall be binding on all parties.”

5. **Insurance, Health and Welfare** – Article 29 is amended as follows:

   (a) The co-pay for Emergency Room visits shall be increased to $50, unless the employee is admitted to the hospital, in which case the co-pay shall be waived.

   (b) The employee shall meet the following deductibles prior to reimbursement for any out-of-network medical services: (i) $250 annually for individuals and (ii) $500 annually for husband/spouse and families. Once the above out-of-network deductible(s) are met, reimbursements for out-of-network services shall be made at 70% of the usual, customary, and reasonable charges based on the FAIR Health rate schedule.

   (c) The co-pays for prescription medications shall be a three-tier program: (i) Generic - $5; (ii) Preferred Brand - $25; (iii) Non-Preferred Brand - $35 and shall only include medications on National Preferred Formulary Program list. Prescription coverage does not include compound medication unless, upon appeal exercised by the employee, it is determined that the compound prescription is medically necessary and there is no other alternative prescription. It is mandatory the employee shall accept, when available, the generic version of a prescription medication.
6. **Wages** – Article 30 is amended as follows:

(a) Salary increases set forth in Paragraph A shall be amended as follows:

- 2015 – $1125 (retroactive to January 1, 2015)
- 2016 – $1125 (retroactive to January 1, 2016)
- 2017 – $1400 (retroactive to January 1, 2017)
- 2018 – $1500 (effective January 1, 2018)

(b) All references to “paycheck” or similar term shall be replaced by “direct deposit”

7. **Police Department Employees Working Rotating Shift Schedules** – Article 34 is amended as follows:

(a) Change Title of Article to “Public Safety Employees Working Rotating Shift Schedules”

(b) Amend Paragraph A to read as follows: “For the purpose of this article, ‘Employees’ are those who work in the following area of the Department of Public Safety . . .”

(c) Add to Paragraph (B) follows language: “Essential Employees who work a rotating shift and work during a State of Emergency covering the City of Jersey City, as declared by the Governor of New Jersey, and work in the unit of Police Dispatch, Police Call Taker, Fire Dispatch, BCI, CCTV and CJIS will receive double pay for all hours worked during the State of Emergency.”

(d) Add the following language to Paragraph (D): “Tour exchanges can be used, at the option of the employee, in lieu of overtime for another day off. Use of the repayment days shall be scheduled by mutual agreement of the employee and management.”

(e) Replace Paragraph (E) with the following language: “Holidays for employees will be those set forth in Article 17, Paragraph A and Paragraph D only. If a Holiday falls on a regularly scheduled workday, and the employee is required to work on that day, the employee shall
receive double time for that day. If an employee is required to work on a Holiday that is that employee’s regular day off, the employee will receive triple time for that day. For the purpose of this Article, Holidays to be paid is the actual day of the Holiday even if it falls on a Saturday or Sunday.

(f) Add to Paragraph G the following language: “Compensatory days are earned days that may be used before or after the day of a Holiday, Vacation, etc., but must be used within twelve (12) months of the date earned. Employees must provide 24 hours notice prior to use of a compensatory day.”

8. Fire Department Dispatchers — Article 35 shall be deleted in its entirety, in favor of Article 34 above, due to merger of communications center.

9. Parking Enforcement Division — Article 35 shall be reestablished to address employees of the Parking Enforcement Division as follows:

(a) Work Hours/Schedule:

(i) Parking Employees shall work a 40 hour week with a one hour lunch and two 15 minute breaks.

(ii) Parking Employees shall work staggered shifts depending on job responsibilities. Shift will run between 5:00 AM and 11:30 PM.

(iii) Parking Employees assigned to street sweeping shall work 4 ten hour shifts on per week Monday, Tuesday, Thursday & Friday (off Wednesday). All lunch and break periods shall be adjusted accordingly.

(iv) Parking Employees need not be scheduled on 5 consecutive days, but will be scheduled Monday to Saturday with Sunday and one other day off.

(v) Vacation, sick and personal time earned/used shall be based on hours worked, not days worked (e.g., street sweeping employee who takes a ½ day off will be charged 5 hours, not 4 hours).

(vi) Notwithstanding any contrary provisions, clause (v) also shall also apply to Local 246 members working at the Jersey City gun range that work a 4 day/10 hour weekly schedule.
(b) **Personal Days:** Parking Employees may not take consecutive personal days and cannot take personal days before/after holiday, sick day, or vacation day.

(c) **Vacations:**

(i) Summer vacation requests (June 15th to September 15th) shall be submitted by April 15th and will be approved based on seniority.

(ii) Parking Employees shall be limited to two (2) weeks of summer vacation time (June 15th to September 30th) provided that they have accrued sufficient vacation days.

(d) **Call-In/Out Procedures:**

(i) Parking Employees taking a sick or personal day shall be required to call in at least one hour prior to the start of their shift.

(ii) Parking Employees taking a single use vacation day shall be required to call in at least 48 hours prior to the start of their shift.

(e) **Notification:**

(i) Parking Employees shall supply their supervisor/management of a valid working telephone number and address.

(ii) Parking Employees are required to report, in writing, any arrest, or summons issued in lieu of an arrest, upon reporting for work the day following the incident. This requirement shall not apply to motor vehicle offenses, but does apply to DUI/DWI offense.

(f) **Seniority:** For purposes of scheduling, overtime and approval of time off, the Parking Employee's start date will be the date of the Employee's enrollment in the Public Employees' Retirement System ("PERS").

(g) **Uniforms/Maintenance (effective April 1, 2017):**

(i) Parking Employees shall be provided with equipment and articles of clothing as follows:

- **Enforcement Employees:** 2 Black Pants, Button Down Grey Shirt (both long sleeve and short sleeve/2 of each), Black Tie for long sleeve shirt, Belt, Name Embroidered on Shirt on right side, Badge Number embroidered on the left side, Baseball Cap, Badges, Badge Holder (to affix to outside jacket
with one pin), Blauer Jacket, Yellow Safety Vest, Yellow Rain Jacket, Boots.

- **Booting Employees**: 2 Black BDU style pants, 2 Grey Sweatshirt with name and badge number embroidered (for Winter); 2 Grey Polo Shirt with name and badge number embroidered (for Summer), Belt, 6 way yellow jackets (covers all seasons and breaks down to a vest), Baseball cap, Badge, Boots.

- **Operations Employees**: 2 BDU style pants, 2 Grey T-Shirt with JCPE on Back and name and Operations Division on the front (for Summer); 2 Grey Sweatshirt with JCPE on Back and name and Operations Division on the front (for Winter), Belt, 6 way yellow jacket, Baseball Cap, Boots.

(ii) Parking Employees shall be provided with $150 annually for maintenance and cleaning of articles of clothing.

(iii) When any of above clothing articles are destroyed or damaged beyond repair while in the performance of workplace duties and related activities, they will be replaced with a new article.

(iv) The Parties shall also devise a system whereby a Parking Employee may have their equipment inspected to determine whether the equipment needs to be replaced or is no longer serviceable.

(v) Jersey City or its supplier will maintain an inventory of various sizes of clothing and equipment to ensure that Parking Enforcement Employees will be able to have damaged articles quickly replaced.
SO AGREED:

For Jersey City:

Robert Karoleski,
Business Administrator

Scott W. Carbone, Esq.,
Assistant Corporation Counsel

Dated: February 2, 2017

For Local 246:

Julio Cordero Jr.,
President

Stephen T. Golecki,
Vice President

Dated: February 2, 2017
Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 17-185
Agenda No. 10. Z. 23
Approved: FEB 22 2017

TITLE: RESOLUTION HONORING THE MEMORY OF POLICE OFFICER WILLIAM GRAW

WHEREAS, William "Willie" Graw was born on May 8, 1964 at Christ Hospital in Jersey City. Willie was a graduate of Dickinson High School and had a dream of becoming a police officer;

WHEREAS, William Graw was appointed to the Jersey City Police Department on November 22, 1988. After his training was completed, Officer Graw was assigned to the Sixth District, at that time it was one of the busiest and most dangerous districts in the City, where he worked the Midnight Tour; and

WHEREAS, Officer Graw was the recipient of three (3) Excellent Police Service Awards and one (1) Community Service Excellence award during his distinguished career. He also did a tour of duty at the East Precinct late in his career; and,

WHEREAS, Officer Graw was married to his beloved wife, Andrea and the loving father of Alexandra and Gianna. He leaves them behind to cherish his memory and provide an inspiration to others

BE IT RESOLVED, that the Municipal Council of the City of Jersey City does hereby honor the memory of Police Officer William Graw and offers its sincere condolences to his family, friends and colleagues.

APPROVED:  

APPROVED AS TO LEGAL FORM

APPROVED:  

Certification Required

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 2.22.17

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✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

Ricardo R. Lavarro, Jr., President of Council  
Robert Byrne, City Clerk
RESOLUTION AUTHORIZING THE BUSINESS ADMINISTRATOR TO EXECUTE A DISCHARGE OF MORTGAGE REGARDING THE PROPERTY LOCATED AT 1209 SUMMIT AVENUE, UNIT #414, A/K/A BLOCK 897, LOT 10

COUNCIL offered and moved adoption of the following resolution:

WHEREAS, on November 23, 2011 Sergio Chico purchased condominium unit #414 at the property located at 1209 Summit Avenue, a/k/a Block 897, Lot 10 (Property); and

WHEREAS, the Property received a municipal subsidy of $83,333, which was secured by a mortgage and note, and recorded against the Property with the County Register’s Office; and

WHEREAS, the City’s municipal subsidy was subject generally to the applicable guidelines under the CHOICE Program, which is administered by the New Jersey Housing Mortgage and Finance Agency; and

WHEREAS, the terms of the mortgage provide that after five (5) years the seller does not have to repay the subsidy as long as the new owner assumes occupancy within 60 days of the closing and continuously occupies the Property for one year thereafter; and

WHEREAS, the City’s mortgage further provides that if the new owner fails to meet the conditions of occupancy the recipient of the subsidy, Mr. Chico, must be responsible to repay 25% of the net proceeds from the sale after deducting allowable expenses, which the City has calculated as $24,459.40; and

WHEREAS, on November 30, 2016 Sergio Chico sold the Property without prior written notice to the City in violation of the Note and Mortgage; and

WHEREAS, the new owner cannot provide proof that he is occupying the Property as a principal residence and has further refused to assume the terms of the Note and Mortgage, and has instead opted to pay off the mortgage in full out of the sale proceeds; and

WHEREAS, in order to discharge the mortgage now, Mr. Chico is required to pay the City $24,459.40; and

WHEREAS, since the $83,333 was deposited into the Law Department’s Trust Account, the City can now deduct its 25% from the total amount of the subsidy and issue payment of the balance to Mr. Chico.

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

1. The Business Administrator is authorized to execute a Discharge of Mortgage of the City Mortgage affecting property located at 1209 Summit Avenue, Unit 414 a/k/a Block 897, Lot 10.

2. In accordance with the terms of the note and mortgage, the City, specifically the Corporation Counsel, shall retain $24,459.40 and remit the balance to Sergio Chico, who was the seller and recipient of the municipal subsidy.
TITLE:
RESOLUTION AUTHORIZING THE BUSINESS ADMINISTRATOR TO EXECUTE A DISCHARGE OF MORTGAGE REGARDING THE PROPERTY LOCATED AT 1209 SUMMIT AVENUE, UNIT 414, A/K/A BLOCK 897, LOT 10

3. If the City receives satisfactory proof that the purchaser of the unit occupied the unit in compliance with the conditions of the Note and Mortgage through November 23, 2017, then the City will remit the retained amount to Sergio Chico. Failure to submit proof to the City on or before December 31, 2017, shall cause the funds to be paid over to the City.

J.L/he
2/21/17

APPROVED:

APPROVED AS TO LEGAL FORM

CORPORATION COUNSEL

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 2-22-17

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

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

Rolando R. Lavaro, Jr., President of Council
Robert Byrnes, City Clerk
RESOLUTION AUTHORIZING THE CITY OF JERSEY CITY TO ACCEPT A GIFT OF JIN JJAMBONG TO RESIDENTS FROM OTG NEW YORK INC

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, OTG New York Inc. has offered to donate to the City of Jersey City 1,000 boxes of Jin JjamBbong (spicy seafood noodle soup) valued at forty thousand dollars ($40,000) to be distributed to residents thru the Hunger Free JC program; and

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 forty thousand dollars ($40,000) to be distributed to residents thru Hunger Free JC, which is administered by the Department of Health & Human Services, and

2. The City of Jersey City hereby thanks OTG New York Inc. for their generosity.

APPROVED: ____________________________  APPROVED AS TO LEGAL FORM

APPROVED: ____________________________  Corporation Counsel

Certification Required: ☐

Not Required: ☐

APPROVED: 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 2.22.17

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☑ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.
To: Jersey City
President: Soon Sik Choi
Date: February 14, 2017

Company History
Company was founded on October 1st, 2008 and currently distributing Ottogi Products (Korean food) to various markets and wholesalers in 19 states of United States and parts of Canada.

Donating Product
Jin JjamBbong (Spicy seafood noodle soup)

Photo of the Product

Quantity: 1,000 boxes (32,000 packs)

Price: ~ $40,000
RESOLUTION FACT SHEET - NON-CONTRACTUAL

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

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING THE CITY OF JERSEY CITY TO ACCEPT A GIFT OF JIN JJAMBONG TO RESIDENTS FROM OTG NEW YORK INC

Initiator

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<tr>
<th>Department/Division</th>
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<tr>
<td>Name/Title</td>
<td>Stacey Flanagan</td>
<td>Director</td>
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<tr>
<td>Phone/email</td>
<td>201-547-6560</td>
<td><a href="mailto:sflanagan@jcnj.org">sflanagan@jcnj.org</a></td>
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Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

This resolution authorizes the acceptance of 1,000 boxes of Jin JjamBbong (spicy seafood noodle soup) donated by OTG New York Inc. to the residents of Jersey City thru the Hunger Free JC program administered by the Department of Health and Human Services.

I certify that all the facts presented herein are accurate.

Signature of Department Director

Date