

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

City Clerk File No. Res. 15.226
 Agenda No. 10.A
 Approved: APR 08 2015



TITLE:

RESOLUTION AUTHORIZING AN EMERGENCY TEMPORARY APPROPRIATION

COUNCIL **offered and moved**
adoption of the following resolution:

WHEREAS, it is necessary to provide an additional appropriation in the Calendar Fiscal Year 2015 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 2015 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 2015 pursuant to the provisions of N.J.S.A. 40A:4-19,20, including this resolution, totals **\$278,581,842.**

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:

DIVISION	FROM	TO
20-106 COMMUNICATIONS OE	\$1,215	\$13,000
21-180 CITY PLANNING OE	\$4,252	\$4,817
30-413 PROFESSIONAL AFFILIATIONS	\$5,670	\$21,000
20-135 ANNUAL AUDIT COSTS	\$299,000	\$324,000
20-115 HR DIRECTOR SW	\$48,600	\$123,600
20-116 WORKFORCE MANAGEMENT SW	\$70,875	\$145,875
20-117 HEALTH BENEFITS SW	\$28,350	\$88,350
20-118 PENSION SW	\$54,675	\$142,675
20-119 PAYROLL SW	\$99,225	\$200,000
SUSTAINABLE JERSEY	\$0.00	\$10,000
POST SANDY PLANNING ASSISTANCE GRANT	\$0.00	\$260,000

TOTAL INCREASE: \$721,455.00

2. Said emergency temporary appropriation will be provided for in the Calendar Fiscal Year 2015 Municipal Budget.

APPROVED: [Signature]

APPROVED AS TO LEGAL FORM [Signature]

APPROVED: [Signature]
 Business Administrator

Corporation Counsel
 Certification Required
 Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 4.8.15											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

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

[Signature]
 Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

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

Full Title of Ordinance/Resolution

ET (RESOLUTION AUTHORIZING AN EMERGENCY TEMPORARY APPROPRIATION)
--

Initiator

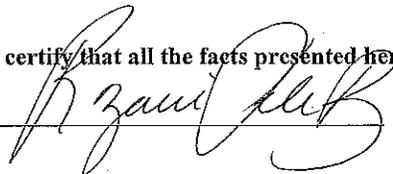
Department/Division	ADMINISTRATION	BUDGET
Name/Title	ROZANI PELC	PRINCIPAL ACCOUNT CLERK
Phone/email	201-547-4964	PELCR@JCNI.ORG

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

Resolution Purpose

This Resolution is to increase the temporary budget to cover salaries and expenses as well as include new grants received.
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I certify that all the facts presented herein are accurate.

 March 30, 2015

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

City Clerk File No. Res. 15.227

Agenda No. 10.B

Approved: APR 08 2015

TITLE:



RESOLUTION AUTHORIZING THE CITY TO EXECUTE A LETTER AGREEMENT WITH INVESTOR'S BANK

WHEREAS, the City of Jersey City ("City") desires to take certain actions with respect to the Martin Luther King Drive Redevelopment Plan, adopted on December 8, 1993, as amended (the "Plan"); and

WHEREAS, in furtherance of the Plan, the Jersey City Redevelopment Agency (the "JCRA"), as Landlord, and the Bank, as Tenant, intend to enter into that certain Lease Agreement for 360-398 Martin Luther King Drive, Jersey City, New Jersey 07305 (the "Lease"); and

WHEREAS, in conjunction with and in furtherance of the Plan, the City and the Bank desire to enter into a Letter Agreement (the "Letter Agreement") to set forth certain obligations and understandings between the City and the Bank with respect to the Lease; and

WHEREAS, amongst others terms and conditions, the Letter Agreement sets forth that the City shall maintain its primary banking relationship and substantial accounts with the Bank; and

WHEREAS, the obligations contained in the Letter Agreement are contingent upon the JCRA executing the Lease and shall be coterminous with the Term of the Lease; and

WHEREAS, the City and the Bank agree to execute the Letter Agreement in substantially the form attached hereto as **Exhibit A**.

NOW, THEREFORE, Be It Resolved by the Municipal Council of the City of Jersey City that:

1. The City of Jersey City hereby accepts the Letter Agreement in substantially the form attached and agrees to comply with the general terms and conditions attached, and
2. Subject to such modifications as may be deemed necessary or appropriate by Corporation Counsel, the Mayor or Business Administrator is authorized to execute the Letter Agreement, attached hereto.

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: _____

Business Administrator

Corporation Counsel

Certification Required

Not Required

APPROVED 8-1

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
4.8.15											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO		✓		COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

 Rolando R. Lavarro, Jr., President of Council

 Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

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Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING THE CITY TO EXECUTE A LETTER AGREEMENT WITH INVESTOR'S BANK

Initiator

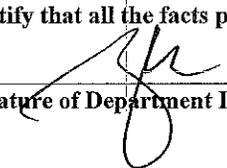
Department/Division	Business Administration	
Name/Title	Robert Kakoleski	Business Administrator
Phone/email	(201) 547- 5147	RJKakoleski@cnj.org

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

Resolution Purpose

To authorize the City of Jersey City to enter into a Letter Agreement with Investor's Bank in furtherance and in conjunction with JCRA's Lease Agreement for 360-398 Martin Luther King Drive, Jersey City, New Jersey 07305.

I certify that all the facts presented herein are accurate.



Signature of Department Director

8/31/14

Date



[date]

Robert Kakoleski
Business Administrator
City of Jersey City
280 Grove St.
Jersey City, NJ 07302

Re: letter agreement regarding the Investors Bank lease at 360-398 Martin Luther King Drive

Dear Mr. Kakoleski:

In conjunction with and in furtherance of the City of Jersey City's Martin Luther King Drive Redevelopment Plan, originally adopted on December 8, 1993 and as amended, the City of Jersey City ("City") and Investors Bank ("Bank") hereby enter into this Letter Agreement.

The purpose of this Letter Agreement is to set forth the obligations and understanding of the City of Jersey City and Investors Bank with respect to the lease agreement between Jersey City Redevelopment Agency ("Landlord") and the Bank dated _____ for 360-398 Martin Luther King Drive, Jersey City, New Jersey 07305 ("Lease"). All capitalized terms not defined in this letter shall have the meanings ascribed to them in the Lease, which is enclosed herewith and incorporated herein.

1. **POLICING AND SECURITY REQUIREMENT.** Throughout the entire Term and any Renewal Option, the City shall post at the HUB Shopping Center a City police officer who shall regularly patrol the Shopping Center on foot from the hours of 8:00 a.m. to 6:00 p.m. Monday through Saturday. The obligations in this paragraph shall be referred to collectively as the "Security Requirement." In the event the City fails to comply with the Security Requirement, Tenant, at its option and sole discretion, may cancel or terminate this Lease upon one hundred and twenty (120) days prior written notice to the Landlord. In the event Tenant exercises its right to so cancel or terminate this Lease, the City shall continue to fulfill its obligations under the Security Requirement through the last date of the Term.

2. **DEPOSIT REQUIREMENT.** Notwithstanding any other provisions of the Lease, including but not limited to the Term, the Lease and the Term (including any Renewal Term) are contingent upon the City maintaining its primary banking relationship with Tenant ("Deposit Requirement"). For purposes of this paragraph and the Deposit Requirement, "primary banking relationship" is defined as the City maintaining substantial accounts with Tenant at the Branch for a total average daily balance of deposits in those accounts being no less than seventy-five million dollars (\$75,000,000.00) as calculated over a rolling twelve (12) month period. In the event the Deposit Requirement falls below the average of seventy-five million dollars (\$75,000,000.00) as calculated over a rolling twelve (12) month period during the Term (including any Renewal Term), Tenant shall have the right (but not the obligation) in its sole discretion to cancel or terminate the Lease within one hundred twenty (120) days upon prior written notice to Landlord.

3. **INTEREST RATE.** The interest rate paid by the Bank to the City during the Term (including any Renewal Term) for all of the City's accounts of any type at the Bank ("Accounts") shall be .16%. The interest rate for the Accounts will be indexed to the Fed Funds rate less 54 bps with a floor rate of .16% and no ceiling.

4. **MISCELLANEOUS.**

- A. The parties agree the obligations contained herein are contingent upon the Landlord executing the Lease.
- B. This Letter Agreement shall be coterminous with the Term of the Lease. This Letter Agreement may not be cancelled by either party if the Lease is still in effect. For the avoidance of doubt, this Letter Agreement shall remain in effect until the Lease is terminated.
- C. As stated and described more fully in the Lease, in the event the City does not comply with all provisions in Sections 1 through 3 of this Letter Agreement, the Bank has the right (but not the obligation) to terminate the Lease upon prior written notice to Landlord. For the avoidance of doubt, the Lease and the Term are contingent upon, *inter alia*, the Security Requirement and Deposit Requirement as set forth in both this Letter Agreement and the Lease.
- D. The Bank reserves the right to close any or all of the Accounts at the Bank at any time with or without notice and to exercise its right of setoff with respect to the Accounts.
- E. The terms of this Letter Agreement shall be governed, interpreted, and construed according to the laws of the State of New Jersey. The City agrees to jurisdiction and venue in any legal proceeding arising out of or relating to this Letter Agreement will be exclusively in the courts of Essex County, New Jersey. The City further agrees to submit to the jurisdiction of any federal or state court sitting in Essex County, New Jersey.
- F. This Letter Agreement shall be construed without regard to any presumption or any other rule requiring construction against the party drafting a document. The parties acknowledge this Letter Agreement is the result of negotiations between the parties, and in construing any ambiguity hereunder no presumption shall be made in favor of either party.
- G. The parties signing this Letter Agreement on behalf of the City of Jersey City and Investors Bank are duly authorized to execute this Letter Agreement. The City affirms there are no laws, statutes, regulations, codes, ordinances, enactments, resolutions or the like that prohibit any of the actions, covenants or warranties stated in this Letter Agreement. The City further affirms it has received all necessary approvals, whether from the City's Council or otherwise, to enter into

this Letter Agreement. This Letter Agreement is binding upon the City and the Bank and their permitted successors and assigns.

- H. A party shall not be deemed to have waived any of its rights or remedies under this Letter Agreement unless such waiver is in writing and signed by that party. No delay or omission by a party in exercising any right or remedy shall operate as a waiver of that right or remedy or any of its other rights or remedies. A waiver by a party on any particular occasion shall not be construed as a bar to or waiver of any rights or remedies on future occasions. Except for changes made in accordance with this Letter Agreement, no deviation, whether intentional or unintentional, will constitute an amendment of this Letter Agreement or will constitute a waiver of any right or duty of either party.

- I. This Letter Agreement may be executed in two or more counterparts, each of which shall constitute an original. When taken together, the counterparts shall constitute one agreement and any of the parties may execute this Letter Agreement by signing any such counterpart. This Letter Agreement also may be executed and delivered by facsimile, scan or other electronic means such that any scanned signature shall be treated as and have the same force and effect as an original signature for all purposes.

The signatures below reflect the City's and the Bank's understanding of and adherence to all terms of this Letter Agreement.

Very truly yours,

Domenick A. Cama
Senior Executive Vice President and COO

City of Jersey City

Name: _____
Title: _____

Encl.

Robert Kakoleski

[date]

Page 4 of 4

cc: Mr. Chris Fiore, Jersey City Redevelopment Agency (without enclosure)
Mr. Eric Moore, Brandywine Financial Services (without enclosure)
Mr. Paul Kalamaras, Investors Bank (via email without enclosure)
Mr. Jose Valente, Investors Bank (via email without enclosure)
Mr. John Nietzel, Investors Bank (via email without enclosure)
Mr. Joseph Sette, Investors Bank (via email without enclosure)
Ms. Suzanne Andrews, Investors Bank (via email without enclosure)

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

City Clerk File No. Res. 15.228

Agenda No. 10.C

Approved: APR 08 2015

TITLE:



RESOLUTION AUTHORIZING THE EXECUTION OF A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF JERSEY CITY AND INVESTORS BANK REGARDING A COMMUNITY REINVESTMENT PROGRAM

COUNCIL OFFERED AND MOVED
ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, the City of Jersey City ("City") and Investors Bank have been in communication regarding an assortment of innovative programs that will benefit the citizens of the City; and

WHEREAS, Investors Bank has created First Time Homebuyer's and Affordable Mortgage Programs that enable low- and moderate-income residents to buy their homes; and

WHEREAS, Investors Bank has been committed to meeting the needs of the communities it serves; and

WHEREAS, the City and Investor's Bank wish to memorialize the ideas and programs discussed in a Memorandum of Understanding;

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 sign a Memorandum of Understanding with Investors Bank.
2. Subject to such modification as may be required or deemed necessary or appropriate by Corporation Counsel, the Memorandum of Understanding shall be in substantially the form of the document attached hereto.

JMcK
Draft 2, 03/31/2015

APPROVED: _____

APPROVED: _____

Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel

Certification Required

Not Required

APPROVED 8-1

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 4.8.15											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO		✓		COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

Rolanfo R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

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Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING THE EXECUTION OF A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF JERSEY CITY AND INVESTORS BANK REGARDING A COMMUNITY REINVESTMENT PROGRAM

Initiator

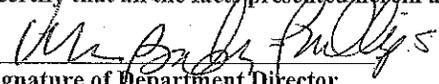
Department/Division	Mayor's Office	
Name/Title	Vivian Brady-Phillips	Deputy Mayor
Phone/email	201-547-4719	VBrady-Phillips@jcnj.org

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

Resolution Purpose

This Resolution will authorize the execution of a Memorandum of Understanding that will memorialize various programs and ideas that have been discussed between the City of Jersey City and Investors Bank. Programs discussed include financial literacy workshops, home purchasing seminars and various mortgage related programs and products for low-income or middle-income residents.

I certify that all the facts presented herein are accurate.


Signature of Department Director Date 3/3/15

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

City Clerk File No. Res. 15.229

Agenda No. 10.D

Approved: APR 08 2015

TITLE:



RESOLUTION TO GRANT 2014 VETERAN DEDUCTION ON BLOCK 24903 LOT 27 ALSO KNOWN AS 198 WOODLAWN AVENUE

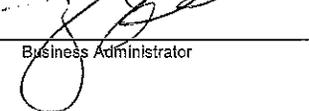
COUNCIL OFFERED, AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

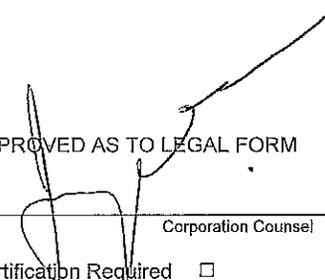
WHEREAS, the owner of Block 24903 Lot 27 has filed an application for a property tax deduction and who are citizens and residents of N.J., was honorably discharged and released under honorable circumstances from active service in a time of war in a branch of the Armed Forces of the United States; and

WHEREAS, the Tax Assessor and Tax Collector agree that the deduction should be granted for the tax year 2014, in accordance with N.J.S.A. 54:4-8.10(a) of the revised statutes; and

NOW THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City, that the 2014 Veteran Deduction be granted in the amount of \$ 250.00


TAX ASSESSOR

APPROVED: 
APPROVED: 
Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel
Certification Required
Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 4.8.15											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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


Rolando R. Lavarro, Jr., President of Council


Robert Byrne, City Clerk

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 to Grant 2014 Veteran Deduction on Block 24903 Lot 27 also known as 198 Woodlawn Avenue

Initiator

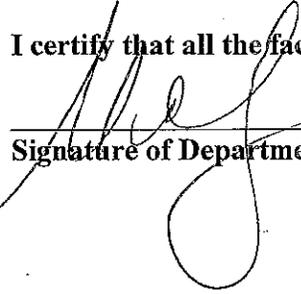
Department/Division	Administration	Tax Collection
Name/Title	Maureen Cosgrove	Tax Collector
Phone/email	5120	Maureen@jcnj.org

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

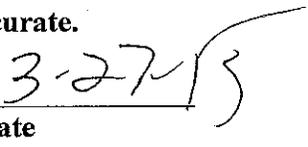
Resolution Purpose

To grant a qualifying veteran who was honorably discharged and released from active service during a time of war a \$ 250.00 tax deduction per year under NJSA 54:4-8, 10. All documents have been filed and approved with the Tax Assessor's Office.

I certify that all the facts presented herein are accurate.



Signature of Department Director



Date

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

City Clerk File No. Res. 15.230

Agenda No. 10.E

Approved: APR 08 2015

TITLE:



A RESOLUTION TO ENTER INTO A SHARED SERVICES AGREEMENT WITH THE JERSEY CITY BOARD OF EDUCATION TO ALLOW THE CITY TO INSTALL FIELD LIGHTING, FIELD TURF, AND A NEW SCOREBOARD AT THE CAVEN POINT ATHLETIC COMPLEX

COUNCIL

offered and moved adoption of the following Resolution:

WHEREAS, both the City and the Board of Education ("the Board") wish to improve recreational programs for Jersey City youth; and

WHEREAS, the Board owns the Caven Point Athletic Complex which is used by various youth recreational programs; and

WHEREAS, the City received a grant from the National Football League Snowflake Foundation to install field lighting suitable for an athletic field; and

WHEREAS, the City received a grant from the Hudson County Open Space Trust Fund to help fund the installation of field turf at the Caven Point Athletic Complex; and

WHEREAS, the City, through its various non-profit partners, has secured additional grant funding to install field turf at the Caven Point Athletic Complex; and

WHEREAS, representatives from both the City and the Board of Education believe that the Caven Point Athletic Complex would be the best place to install the field lighting paid for by the grant from the Snowflake Foundation; and

WHEREAS, the Caven Point Athletic Complex is also in need of a new score board; and

WHEREAS, the City, through its various non-profit partners is also seeking to obtain funding for a new score board and seeking concessions for the naming rights of the new field and;

WHEREAS, in order to facilitate the installation of the field lighting, field turf and score board and in order to allow the City to solicit concessions for the naming rights of the new field, the City and Board must first enter into a Shared Services Agreement pursuant to N.J.S.A. 40A:65-1 et. seq.; and

WHEREAS, the Board has already reviewed and approved the Shared Services Agreement attached as Exhibit A at its March 19, 2015 regular meeting (See Exhibit B) allowing the City to proceed construction of a turf soccer field at the Caven Point Athletic Complex, install field lights and obtain concession contracts for the naming rights of the field and score board.

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

1. The Municipal Council hereby authorizes the Business Administrator to sign the Shared Services Agreement attached hereto as Exhibit A.
2. The City agrees to install field lighting, field turf, a scoreboard, and other necessary improvements at the Caven Point Athletic Complex according to the following requirements:

City Clerk File No. Res. 15,230
 Agenda No. 10.E APR 08 2015

TITLE:

A RESOLUTION TO ENTER INTO A SHARED SERVICES AGREEMENT WITH THE JERSEY CITY BOARD OF EDUCATION TO ALLOW THE CITY TO INSTALL FIELD LIGHTING, FIELD TURF, AND A NEW SCOREBOARD AT THE CAVEN POINT ATHLETIC COMPLEX

- (a) The City shall follow the requirements of the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq. and regulations in N.J.A.C. 5:34-1.1 et. seq., the wage and hour laws as applicable for projects undertaken on property owned by the Board of Education, and obtain any and all Federal, State or local approvals necessary to undertake the work.
- (b) The field improvements shall be completed by September 30, 2015 unless the time is mutually extended by the parties.
- (c) The City shall comply with all of the State of New Jersey environmental requirements concerning the renovation of the field, including but not limited to, completion of all remediation for this site.
- (d) The City shall provide the Board with quarterly reports concerning the progress of the field renovations.
- (e) The City will coordinate the field renovation activities with the Board so that the activity will not interfere with the School District use of the baseball and football fields in this area.
- (f) Plans for the field renovations shall be forwarded to the Board for their review and approval at least 2 weeks prior to any construction commencing on the site.

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: _____

Business Administrator

Corporation Counsel

Certification Required

Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 4.8.15											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMANN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

 Rolando R. Lavarro, Jr., President of Council

 Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

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Full Title of Resolution

A RESOLUTION TO ENTER INTO A SHARED SERVICES AGREEMENT WITH THE JERSEY CITY BOARD OF EDUCATION TO ALLOW THE CITY TO INSTALL FIELD LIGHTING, FIELD TURF, AND A NEW SCOREBOARD AT THE CAVEN POINT ATHLETIC COMPLEX

Initiator

Department/Division	Office of the Mayor	
Name/Title	Mark Albiez	Chief of Staff
Phone/email	201-547-6544	malbiez@jcnj.org

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

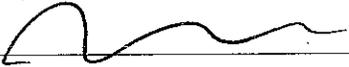
Resolution Purpose

This Resolution allows the City to enter into a Shared Services Agreement with the Board of Education to enter upon Board of Education property, specifically, the Caven Point Athletic Complex, make the following improvements:

- Installation of new field turf
- Installation of new field lighting
- Installation of a new scoreboard

This Resolution also allows the City to solicit concessions to obtain naming rights for the new soccer field.

I certify that all the facts presented herein are accurate.



March 31, 2015

Date

Chief of Staff

EXHIBIT A

DRAFT 5; 3/11/15

**SHARED SERVICES AGREEMENT
BETWEEN THE
JERSEY CITY BOARD OF EDUCATION AND CITY OF JERSEY CITY
FOR THE CONSTRUCTION OF A SOCCER FIELD AT CAVEN POINT**

AGREEMENT made this ____ day of March, 2015 by and between **THE JERSEY CITY BOARD OF EDUCATION**, a School Corporation of the State of New Jersey ("the Board"), having an office at 346 Claremont Avenue, Jersey City, New Jersey, 07305 and the **CITY OF JERSEY CITY**, a Public Corporation of the State of New Jersey ("the City"), having an office at 280 Grove Street, Jersey City, New Jersey, 07302 (also collectively known as the "Parties").

WITNESSETH:

WHEREAS, the City wishes to improve recreational programs for Jersey City youth; and

WHEREAS, the City received a monetary gift from the National Football League Snowflake Foundation to install field lighting on the Caven Point multipurpose field; and

WHEREAS, the City is seeking additional funds in the form of concessions to install a new scoreboard and field turf on the Caven Point multipurpose field; and

WHEREAS, the Caven Point multipurpose field is owned by the Board, but is used by various youth recreational programs; and

WHEREAS, the City and Board seek to enter into a Shared Services Agreement pursuant to N.J.S.A. 40A:65-1 et. seq.; and

WHEREAS, the Board and the City have adopted a Resolution to authorize this Shared Services Agreement to allow the City to proceed to construct a turf soccer field at Caven Point including the process to obtain concession contracts for the naming rights of the field and score board.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH, that for and in consideration of the promises and agreements hereinafter contained, the parties agree as follows:

1. The Board and the City agree that Jersey City shall renovate the soccer field at Caven Point to install field lighting, turf field, signage, scoreboard, concessions, and other improvements necessary for this field (the "Work"). The process to construct this field shall include but not be limited to the following:

- (a) The City shall follow the requirements of the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq. and regulations in N.J.A.C. 5:34-1.1 et. seq., the wage and hour laws as applicable for projects undertaken on property owned by the board of education, and obtain any and all federal, state or local approvals necessary to undertake the Work.

- (b) The field improvements shall be completed by September 30, 2015 unless the time is mutually extended by the parties.
- (c) The City shall comply with all of the State of New Jersey environmental requirements concerning the renovation of the field, including but not limited to, completion of all remediation for this site.
- (d) The City shall provide the Board with quarterly reports concerning the progress of the field renovations.
- (e) The City will coordinate the field renovation activities with the Board so that the activity will not interfere with the School District use of the baseball and football fields in this area.
- (f) Plans for the field renovations shall be forwarded to the Board for their review and approval at least 2 weeks prior to any construction commencing on the site.

2. The City will not convey any interest in the Caven soccer field beyond the naming rights for the field and the score board. Except to the extent provided herein, or as required by the Shared Services and Consolidation Act, neither party shall have any agency authority to bind the other party.

3. The City will abide by the requirements set forth in the deed of the property to the Board by the United States through the National Park Service.

4. The City will insure that in the event that the Jersey City Soccer Association seeks to undertake any part of the work, the Association shall agree, in writing, and the City will ensure that the Association complies with all the applicable statutes and regulations concerning the bidding for the construction of the Caven Point soccer field.

5. The Board and the City agree that the funds for this project shall be grant funding, other City funding or funds from the Jersey City Soccer Association. No funds for this project shall be paid the Board.

6. In connection with any work performed at the Property, City shall require the contractor(s) who are performing the work at the Property to maintain insurance as follows:

- a. Workers' Compensation Insurance as required by applicable law;
- b. Professional Liability with a limit of Three Million (\$3,000,000.00) per incident and in the aggregate; and Comprehensive General Liability Insurance with a limit of Three Million Dollars (\$3,000,000.00) per incident and in the aggregate; and

- c. Automobile Liability Insurance with a limit of One Million Dollars (\$1,000,000.00) per incident and in the aggregate.
- d. Contractor's Pollution Liability with a limit of Two Million Dollars (\$2,000,000.00) per incident and in the aggregate; Professional Liability with a limit of Three Million (\$3,000,000.00) per incident and in the aggregate.

At least five (5) business days in advance of first entry on the Property to perform the construction, City will provide Board copies of insurance certificates evidencing the insurance coverage required. The insurance certificates for the comprehensive general liability coverage and contractor's pollution liability coverage shall show that City and Board have been named as additional insured by means of an endorsement to the policy. General Liability coverage shall be written on a primary and non-contributory basis.

7. That the Parties agree to comply with the Affirmative Action Requirements set forth in Exhibit "A" attached to this Contract and incorporated herein, and shall supply the Municipality with the appropriate evidence of affirmative action compliance.

8. The Parties shall keep the work under its control and shall not assign, transfer, sublet, or otherwise dispose of this Agreement or any right to responsibility hereunder, without previous consent in writing by the City and Board. The Parties shall not assign, in any way, the monies due or to become due under this Agreement, unless by and with the like consent of the City and Board. Consent by the City and Board of an assignment of this Agreement shall not, in any way, release the Parties from their covenants, conditions and terms of this Agreement and the duties imposed hereunder.

9. The City shall indemnify and hold harmless Board and all of its' representatives thereof from and against any and all claims, damages, losses and expenses, including but not limited to legal fees to the extent caused by the parties negligent acts, errors, intentional acts or omissions in the performance of their services under this Agreement.

10. The City shall immediately, upon notice from the Board, arrange to discharge any mechanic's liens for materials or labor claimed to have been furnished to the Property.

11. The failure of either party to insist upon strict performance of any of the covenants or conditions of this Agreement, or to exercise any option herein conferred in any one or more instances, shall not be construed as a waiver or relinquishment for the future of such covenants, conditions, or options, but the same shall be and remain in full force and effect.

12. This Agreement shall be construed, governed by and interpreted in accordance with the laws of the State of New Jersey. Any action brought in a court of competent jurisdiction regarding the terms or non-performance of the terms of this Agreement shall be venued in the Superior Court of New Jersey, Hudson County, New Jersey.

DRAFT 5; 3/11/15

13. If any part of this Agreement or the application thereof to any person or circumstances shall, for any reason, be adjudged by a court of competent jurisdiction to be invalid, such judgment shall not affect, impair, or invalidate the remainder of this Agreement.

14. The Parties agree that any dispute which arises concerning this agreement shall initially be forwarded the Board's School Business Administrator and City's Business Administrator for resolution. If the dispute cannot be resolved then the Parties agree to submit the dispute to binding mediation.

15. Written notices given under this Agreement shall be by certified mail, return receipt requested, addressed as follows:

For the Board: Luigi Campana
School Business Administrator/Board Secretary
Jersey City Public Schools
346 Claremont Avenue
Jersey City, New Jersey, 07305

With a copy to: Hope Blackburn, Esq.
Office of the General Counsel
Jersey City Public Schools
346 Claremont Avenue
Jersey City, New Jersey, 07305

For the City: Robert J. Kakoleski, Business Administrator
City of Jersey City
280 Grove Street, Room 108
Jersey City, New Jersey, 07087

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed the day and year first above written.

WITNESS:

CITY OF JERSEY CITY

By: _____
Robert Byrne, City Clerk

By: _____
Robert J. Kakoleski, Business Administrator

WITNESS:

JERSEY CITY BOARD OF EDUCATION

By: _____
Luigi Campana, Board Secretary

By: _____
, President

EXHIBIT A

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE N.J.S.A. 10:5-31 et seq., N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICES 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 take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such action shall include, but not limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The 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, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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

The contractor or subcontractor agrees to make good faith efforts to employ minority and women workers consistent with the applicable county employment goals established in accordance with

DRAFT 5; 3/11/15

N.J.A.C. 17:27-5.2, or a binding determination of the applicable county employment goals determined by the Division, pursuant to 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, labor unions, that it does not discriminate on the basis of age, 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 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, 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

The contractor and its subcontractor 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.

EXHIBIT B

Agenda Item Details

Meeting Mar 19, 2015 - Regular Meeting, 6 p.m.
Category 9. Legal
Subject 9.04 Approval of Shared Services Agreement with the City of Jersey City for the construction of a Soccer Field at Caven Point
Access Public
Type Action

Public Content

BE IT RESOLVED, That the Jersey City Board of Education, upon the recommendation of the Superintendent, hereby approves the Shared Services Agreement between the Jersey City Board of Education and the City of Jersey City for the Construction of a soccer field at Caven Point ("Shared Services Agreement"); and be it

FURTHER RESOLVED, That the Jersey City Board of Education approves the Shared Services Agreement subject to approval by the City Council of the City of Jersey City and final approval by the Superintendent.

Originator: Hope R. Blackburn

[9.04 Caven Point shared services agreement w/ Jersey City.pdf \(116 KB\)](#)

Executive Content

Last Modified by Robyn Critelli on March 13, 2015

TO CERTIFY THAT THE FOREGOING
IS A TRUE COPY OF A RESOLUTION ADOPTED
BY THE BOARD OF EDUCATION OF JERSEY
CITY AT A MEETING HELD ON 3/19/2015


BOARD SECRETARY

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

City Clerk File No. Res. 15.231

Agenda No. 10.F

Approved: APR 08 2015

TITLE:



RESOLUTION AUTHORIZING THE CITY OF JERSEY CITY OFFICE OF EMERGENCY MANAGEMENT & HOMELAND SECURITY TO ACCEPT A SUBGRANT AWARD FROM THE U.S. DEPARTMENT OF HOMELAND SECURITY EMERGENCY MANAGEMENT PERFORMANCE GRANT FUNDING PROGRAM

COUNCIL offered and moved adoption of the following resolution:

WHEREAS, the City of Jersey City Office of Emergency Management & Homeland Security has been awarded State Homeland Security Grant Program Sub Grant CFDA # 97.042 Award FY14-EMPG-EMAA-0906 from the New Jersey State Police Office of Emergency Management. The Sub grant consisting of a total amount of \$20,000.00 including \$10,000.00 Federal Award and \$10,000.00 Local Matching Funds is for the purpose of enhancing the City of Jersey City's ability to prevent, protect against, respond to and recover from acts of terrorism, natural disasters and other catastrophic events and emergencies; and

WHEREAS, this sub grant award incorporates all conditions and representations contained or made in application and notice of award # 2014-EP-EO-0047; and

WHEREAS, the Jersey City Office of Emergency Management & Homeland Security, designated by the New Jersey State Police, Office of Emergency Management & Homeland Security has submitted an Application for Sub grant award that has been required by the said New Jersey State Police Office of Emergency Management; and

WHEREAS, the Application for Sub grant Awards calls for a match in the amount of \$10,000.00 which the Jersey City Office of Emergency Management & Homeland Security adequately satisfies through the 2014 City of Jersey City approved budget for Division salaries, wages, and fringe benefits

NOW, THEREFORE BE IT RESOLVED, by the Municipal Council of the City of Jersey City that the City of Jersey City here with accepts the award from the FFY-14 U.S. Department of Homeland Security Emergency Management Performance Grant Program Sub grant in the amount of \$20,000.00 Federal Funds from the New Jersey State Police Office of Emergency Management; and

BE IT FURTHER RESOLVED that the like sum of \$20,000.00 is hereby appropriated under the caption FFY -14 Homeland Security Emergency Management Performance Grant; and

TITLE:

RESOLUTION AUTHORIZING THE CITY OF JERSEY CITY OFFICE OF EMERGENCY MANAGEMENT & HOMELAND SECURITY TO ACCEPT A SUBGRANT AWARD FROM THE U.S. DEPARTMENT OF HOMELAND SECURITY EMERGENCY MANAGEMENT PERFORMANCE GRANT FUNDING PROGRAM

BE IT FURTHER RESOLVED that the City of Jersey City's Business Administrator, the City of Jersey City's Chief fiscal Officer and the City of Jersey City's Municipal Director of Emergency Management & Homeland Security are authorized to sign the appropriate sub grant documents; and

BE IT FURTHER RESOLVED that copies of this Resolution shall be forwarded to the New Jersey State Police, Office of Emergency Management; the Director of the Division of Local Government Services; the City of Jersey City's Business Administrator' the City of Jersey City's Chief Financial Officer; the City of Jersey City's Municipal Director of Emergency Management & Homeland Security and Office of the Treasury

APPROVED: _____
APPROVED: _____
Business Administrator

APPROVED AS TO LEGAL FORM _____
Corporation Counsel

Certification Required
Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 4.8.15											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

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 OFFICE OF EMERGENCY MANAGEMENT & HOMELAND SECURITY TO ACCEPT A SUBGRANT AWARD FROM THE U.S. DEPARTMENT OF HOMELAND SECURITY EMERGENCY MANAGEMENT PERFORMANCE GRANT FUNDING PROGRAM

Initiator

Department/Division	OEM/Homeland Security	
Name/Title	W. Greg Kierce	DIRECTOR
Phone/email	204-547-5681	wkierce@njicps.org

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

Resolution Purpose

The Sub grant consisting of a total amount of \$20,000.00 including \$10,000.00 Federal Award and \$10,000.00 Local Matching Funds is for the purpose of enhancing the City of Jersey City's ability to prevent, protect against, respond to and recover from acts of terrorism, natural disasters and other catastrophic events and emergencies.

I certify that all the facts presented herein are accurate.



Signature of Department Director

3/24/15

Date

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

City Clerk File No. Res. 15.232

Agenda No. 10.G

Approved: APR 08 2015

TITLE:



RESOLUTION TO ACCEPT GRANT FUNDS FROM THE NEW JERSEY DEPARTMENT OF LAW AND PUBLIC SAFETY, NEW JERSEY DIVISION OF HIGHWAY TRAFFIC SAFETY FOR THE DISTRACTED DRIVING 2015 GRANT

COUNCIL
of the following resolution.

Offered and moved adoption

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

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

WHEREAS, the Jersey City Police Department was awarded \$5,000.00 to be utilized for traffic enforcement overtime during the Distracted Driving 2015 Statewide Crackdown time period from April 1-21, 2015, and

WHEREAS, officers with a specialization in traffic safety will conduct 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 accept the \$5,000.00 from the New Jersey Department of Law and Public Safety, the New Jersey Division of Highway Traffic Safety, and
2. The funds will be used to reimburse for overtime enforcement activities as it relates to this traffic safety campaign.

APPROVED: *Jerome P. ...*

APPROVED AS TO LEGAL FORM

APPROVED: *[Signature]*

Business Administrator

Corporation Counsel

Certification Required

Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 4.8.15											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ indicates Vote

N.V.-Not Voting (Abstain)

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

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

[Signature]
Robert Byrne, City Clerk

RESOLUTION FACT SHEET - CONTRACT AWARD

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

Full Title of Ordinance/Resolution

RESOLUTION TO ACCEPT GRANT FUNDS FROM THE NEW JERSEY DEPARTMENT OF LAW AND PUBLIC SAFETY, NEW JERSEY DIVISION OF HIGHWAY TRAFFIC SAFETY FOR THE DISTRACTED DRIVING 2015 GRANT

Project Manager

Department/Division	Jersey City Police Department	Grants Office
Name/Title	Sgt. Jaclyn Marcazo	Sergeant
Phone/email	201- 547-4736	jmarcazo@njcps.org

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

Contract Purpose

The Jersey City Police Department has received an award in the amount of \$5,000.00 from the New Jersey Division of Highway Traffic Safety to conduct enforcement during the Distracted Driving Campaign, April 1-21st.

Cost (Identify all sources and amounts)

Grant Funds

Contract term (include all proposed renewals)

April 1 – 21, 2015

Type of award

If "Other Exception", enter type

Additional Information

Not Applicable

I certify that all the facts presented herein are accurate.


Signature of Department Director

3/27/15
Date

MEMORANDUM
NEW JERSEY DIVISION OF
HIGHWAY TRAFFIC SAFETY
1-800-422-3750
FAX: (609) 633-9020

TO: 2015 DISTRACTED DRIVING STATEWIDE CRACKDOWN GRANTEES
RE: GRANT ACTIVITY AND REPORTING ON *SAGE*
FROM: BOB GAYDOSH, NORTH REGION SUPERVISOR
DATE: 3/23/15

Your agency is approved by DHTS for the 2015 Distracted Driving Statewide Crackdown Grant (\$5,000). The approved project period for your grant begins April 1, 2015 and ends April 21, 2015.

- If you have not done so already, you must EXECUTE your grant to formally activate it:
- *To execute your grant, please log in to your grant in SAGE and check the box to "agree" to the terms on the "Contract Agreement" page.
 - *NOTE: Only the SAGE "Agency Administrator" for the grant can execute the grant.
 - *Be sure to then SAVE the page.
 - *Then go back to the "Application Menu" screen of the grant (the screen with all of the grant pages aka FORMS running down the right hand side, you can get there by clicking "Application Menu" at the top of the page) and click the "change status" bar within the Status Management area to move the grant to "Grant Agreement Executed".
 - *FYI the "Contract Agreement" page is your grant approval, which you can print if needed. No other grant approval documentation will be sent.

Three additional documents are provided at this time:

1. Officer Daily Report Form

- *Please print the Daily Report Form and make enough copies to use during the campaign.
- *Make sure each Daily Report Form is properly filled in and signed by the officer(s) working the overtime detail and signed and approved by a different, supervising officer at the bottom of the form. Make sure that the name of your agency, and the DATE of the detail, is listed on the top line of the form.
- * NOTE, these forms will have to be SCANNED and attached to your reimbursement requests, using the BROWSE button on the appropriate reimbursement form on *SAGE*.

*****PLEASE TAKE CARE DURING THE CAMPAIGN TO MAKE SURE THESE DAILY REPORT FORMS ARE FILLED OUT CONSISTENTLY AND PROPERLY WITH ALL NECESSARY INFORMATION AND SIGNATURES. MANY GRANT



JERSEY CITY POLICE DEPARTMENT
GRANTS OFFICE

1 JOURNAL SQUARE PLAZA, 4TH FLOOR
JERSEY CITY, NEW JERSEY 07306
201-547-4736 FAX 201-547-5213

TO: Public Safety Director James Shea
FROM: Sgt. Jaclyn Marcazo
DATE: March 26, 2015
SUBJECT: Distracted Driving Grant – Resolution to Accept

Sir,

The New Jersey Division of Highway Traffic Safety has awarded the Police Department \$5,000.00 for the Distracted Driving 2015 Grant.

Attached is the resolution and fact sheet to accept this reimbursement grant.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read "Jaclyn Marcazo".

Sgt. Jaclyn Marcazo

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

City Clerk File No. Res. 15,233

Agenda No. 10.H

Approved: APR 08 2015

TITLE:



A RESOLUTION ACCEPTING A DONATION OF A PLAQUE FROM THE LINCOLN ASSOCIATION OF JERSEY CITY COMMEMORATING PRESIDENT LINCOLN'S VISITS TO EXCHANGE PLACE

COUNCIL offered and moved adoption of the following Resolution:

WHEREAS, the Lincoln Association of Jersey City is a 501(c)(3) organization founded in 1865 and is and the oldest civic association in the world dedicated to the memory of Abraham Lincoln; and

WHEREAS, Abraham Lincoln addressed the public at Exchange Place on three occasions: On February 27, 1860 during his campaign for the presidency of the United States; on February 21, 1861 while en route to his inauguration, and on June 24, 1862 while returning from the United States Military Academy at West Point; and

WHEREAS, on April 24, 1865 President Lincoln's Funeral Cortège passed through Exchange Place on its way to Springfield, Illinois; and

WHEREAS, the Lincoln Association wishes to commemorate Abraham Lincoln's visits to Exchange Place by installing a 14 inch by 18 inch plaque on the southeast brick pillar at the entrance to J. Owen Grundy Pier noting the dates of Lincoln's speaking engagements near that spot; and

WHEREAS, the Lincoln Association wishes to have the plaque installed in time to dedicate it on April 24, 2015, the 150th anniversary of President Lincoln's Funeral Cortège passing through Exchange Place; and

WHEREAS, the plaque will be made of bronze and will appear substantially similar to the rendering attached as Exhibit A; and

WHEREAS, the Lincoln Association will pay for the plaque and its installation at no cost to the City.

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

1. The City hereby accepts the plaque donated by the Lincoln Association of Jersey City, grants the Lincoln Association and agents permission to install the plaque on the southeast brick pillar at the entrance J. Owen Grundy Pier, and thanks the Lincoln Association for its generosity.

JJH 3/31/15

APPROVED: _____

APPROVED: _____

Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel

Certification Required

Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 4.8.15											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMEN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

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

Full Title of Resolution

A RESOLUTION ACCEPTING A DONATION OF A PLAQUE FROM THE LINCOLN ASSOCIATION OF JERSEY CITY COMMEMORATING PRESIDENT LINCOLN'S VISITS TO EXCHANGE PLACE

Initiator

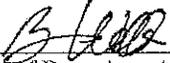
Department/Division	Administration	Architecture, Engineering, Traffic and Transportation
Name/Title	Brian F. Weller, Director	Chief Landscape Architect
Phone/email	201-547-5900	wellerb@jenj.org

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

Resolution Purpose

The acceptance of the donated plaque from the Lincoln Association of Jersey City will enable the installation of a 14" by 18" plaque on the southeast brick pillar at the entrance to J. Owen Grundy Pier noting the dates of Lincoln's speaking engagements near the spot.

I certify that all the facts presented herein are accurate.



Signature of Department Director

3.31.15
Date

EXHIBIT A

Abraham Lincoln

The 16th President of the United States
Spoke at Exchange Place, Jersey City:

February 27, 1860 Campaigning

February 21, 1861 To His Inauguration

June 24, 1862 Returning From West Point



April 24, 1865 His Funeral Cortege Passed Here

Dedicated on April 24, 2015

The Lincoln Association of Jersey City

Founded 1865

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

City Clerk File No. Res. 15.234

Agenda No. 10.1

Approved: APR 08 2015

TITLE:



RESOLUTION AUTHORIZING THE AMENDMENT OF A COOPERATION AGREEMENT WITH THE JERSEY CITY REDEVELOPMENT AGENCY TO IMPROVE BERRY LANE PARK, IMPLEMENTING THE MORRIS CANAL REDEVELOPMENT PLAN

COUNCIL
ADOPTION OF THE FOLLOWING RESOLUTION:

OFFERED AND MOVED

WHEREAS, it is necessary and in the best interests of the City of Jersey City (the "City") to establish and improve Berry Lane Park, which is a cornerstone of the Morris Canal Redevelopment Plan; and

WHEREAS, the City recently accepted a grant award from the Tony Hawk Foundation in the amount of \$25,000; and

WHEREAS, the Jersey City Redevelopment Agency (the "JCRA") will use the grant funds towards the construction of a skate park in Berry Lane Park; and

WHEREAS, in order to provide these services, it is necessary for the City and the JCRA to amend a cooperation agreement previously authorized by Resolution 14-127 on March 26, 2014 and amended by Resolution 15.122 on February 25, 2015; and

WHEREAS, the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-39(f) and N.J.S.A. 40A:12A-22(o) authorize such agreements as well as cooperation between a City and its redevelopment agency to implement a redevelopment plan; and

WHEREAS, in addition the JCRA will provide the City access to Berry Lane Park; and

WHEREAS, sufficient funds have been encumbered under Account # 02-213-40-577-314 in the amount of \$25,000 from the Tony Hawk Foundation.

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) An amendment to the previously authorized Cooperation Agreement executed by the City and the JCRA on April 7, 2014 and amended on February 25, 2015 (substantially in the form attached) subject to such modification as the Business Administrator or Corporation Counsel deems necessary or appropriate; and
- (b) A License Agreement with the JCRA (substantially in the form attached) subject to such modification as the Business Administrator or Corporation Counsel deems necessary or appropriate; and
- (c) Such additional documents as may be necessary or appropriate to effectuate the implementation of the Cooperation Agreement and redevelopment plan.
- (d) Any required amendments to the above referenced agreements resulting from the City accepting additional properties that will constitute a part of Berry Lane Park.

TITLE: RESOLUTION AUTHORIZING THE AMENDMENT OF A COOPERATION AGREEMENT WITH THE JERSEY CITY REDEVELOPMENT AGENCY TO IMPROVE BERRY LANE PARK, IMPLEMENTING THE MORRIS CANAL REDEVELOPMENT PLAN

I Donna Mauer Donna Mauer, Chief Financial Officer certify that funds in the amount of \$25,000 are available in Account No. 02-213-40-577-314.

NC Voucher B08/356

JMcK
3/31/2015

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: _____

Business Administrator

Corporation Counsel

Certification Required

Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 4.8.15											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

[Signature]

Rolando R. Lavarro, Jr., President of Council

[Signature]

Robert Byrne, City Clerk

RESOLUTION FACT SHEET - CONTRACT AWARD

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

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING THE AMENDMENT OF A COOPERATION AGREEMENT WITH THE JERSEY CITY REDEVELOPMENT AGENCY TO IMPROVE BERRY LANE PARK, IMPLEMENTING THE MORRIS CANAL REDEVELOPMENT PLAN

Project Manager

Department/Division	Office of the Mayor	
Name/Title	Mark Albiez	Chief of Staff
Phone/email	(201) 547-6544	malbiez@jcnj.org

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

Contract Purpose

The City of Jersey City has been awarded a grant in the amount of \$25,000 from the Tony Hawk Foundation. This resolution authorizes the amendment of a Cooperation Agreement to include the grant funds to reimburse the Jersey City Redevelopment Agency for expenses incurred in the construction of a skate park in Berry Lane Park.

Cost (Identify all sources and amounts)

\$25,000

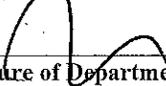
Contract term (include all proposed renewals)

Type of award

If "Other Exception", enter type

Additional Information

I certify that all the facts presented herein are accurate.


Signature of Department Director

3/27/2015
Date

Second Amendment to April 7, 2014 Cooperation Agreement between the City of Jersey City and the Jersey City Redevelopment Agency

This Second Amendment to the Cooperation Agreement, dated _____, 2015 (the “Amendment”), amends that certain Cooperation Agreement dated April 7, 2014 (the “Original Agreement”), by and between the City of Jersey City (the “City”) and the Jersey City Redevelopment Agency (the “JCRA”).

RECITALS

WHEREAS, pursuant to Resolution No. 14.217 adopted on March 26, 2014, the City was authorized to enter into a Cooperation Agreement with the JCRA regarding the development of Berry Lane Park; and

WHEREAS, the City recently received \$25,000 from the Tony Hawk Foundation to be used towards the construction of a skate park in Berry Lane Park by the JCRA; and

WHEREAS, pursuant to Resolution 15.122 adopted on February 25, 2015, Article 4 of the Original Agreement was amended and committed the City to reimburse the JCRA up to \$2,383,268.74 for the various work done towards the development of Berry Lane Park; and

WHEREAS, due to the availability of the additional grant funding, the City and the JCRA wish to amend Article 4 of the Original Agreement to include the additional grant funding in the total amount of funds to be reimbursed to the JCRA by the City.

NOW, THEREFORE, in consideration of the premises, and of the mutual obligations undertaken in this Amendment, the Parties, intending to be legally bound, hereby agree as follows:

1. The second sentence of Article 4 is hereby amended and restated in its entirety as follows:

“However, the City agrees to reimburse the JCRA up to \$2,408,268.74 (two million four hundred eight thousand two hundred sixty-eight dollars and seventy-four cents).

2. Except as set forth in this Amendment, the Original Agreement is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this amendment and the Agreement or any earlier amendment, the terms of this amendment will prevail.
3. Each party hereby represents and warrants to the other party that (i) the execution and delivery of this Amendment and the performance by such party of its obligations hereunder have been duly authorized by all requisite action on the part of such party and such party has the full legal power to execute, deliver and perform the terms of this Amendment and the Original Agreement as amended hereby; (ii) no consent or approval of any person is required in connection with the execution, delivery or performance by such party of this Amendment except such as have already been obtained and remain in full force and effect; and (iii) this Amendment has been duly executed and delivered by

such party, and (assuming due authorization, execution and delivery by the other party hereto) this Amendment constitutes a legal, valid and binding obligation of such party enforceable against such party in accordance with its terms except as limited by applicable bankruptcy and insolvency laws and general equitable principles.

4. This Amendment may be executed in any number of counterparts, each of which will be deemed an original, but all of which taken together shall constitute one single amendment. This Amendment may be duly executed and delivered by a party by execution and facsimile or electronic, “pdf” delivery of the signature page of a counterpart to the other party, and any such delivery shall be effective as delivery of a manually executed counterpart to this Amendment.
5. This Amendment constitutes the entire agreement between the City and JCRA relating to the subject matter hereof and may not be modified or amended orally but only by a writing signed by all of the parties hereto.

The parties have executed the foregoing Amendment and intend that it become effective and binding from and after the date of its execution.

IN WITNESS WHEREOF, the Parties have duly executed and delivered this Amendment, effective as of the date first written above.

The City Of Jersey City

By: _____

Printed Name: _____

Title: _____

Dated: _____

The Jersey City Redevelopment Agency

By: _____

Printed Name: _____

Title: _____

Dated: _____

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

City Clerk File No. Res. 15.235

Agenda No. 10.J

Approved: APR 08 2015



TITLE:

A RESOLUTION AUTHORIZING THE CLOSING OF A MUNICIPAL STREET(S), TOWN SQUARE PLACE AND RING ROAD BEGINNING 8:00 P.M. FRIDAY, MAY 1ST AND ENDING 5:00 A.M. SATURDAY, MAY 2, 2015 AT THE REQUEST OF THE NEWPORT PROPERTY OWNERS ASSOCIATION FOR THE PURPOSE OF THE NEWPORT 10K RUN FINISH STRUCTURE ERECTION

WHEREAS, the Division of Architecture, Engineering, Traffic and Transportation has received an application from Lori Wissemann on behalf of the Newport Property Owners Association to close both Town Square Place and Ring Road, beginning 8:00 p.m. Friday, May 1st and ending 5:00 a.m. Saturday, May 2, 2015 for the purpose of the Newport 10K Run Finish Structure Erection; and

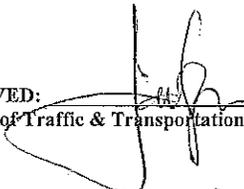
WHEREAS, in accordance with the provisions of Sections 296-71 and 296-72 and Chapter 122 Section 122-8, a street may be temporarily closed for a block party or any recreational event to be conducted within an area not exceeding one city block under certain conditions;

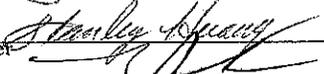
WHEREAS, when one or more of the required conditions for a street closing are not met, in accordance with Sections 296-74 (B) the Director of Architecture, Engineering, Traffic and Transportation may recommend to the City Council that one or more of the requirements of Sections 296-72 and 296-73 and Chapter 122, Section 122-8 be waived; and

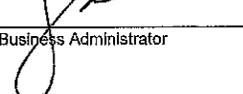
WHEREAS, the request to close both Town Square Place and Ring Road does not meet one or more of the requirements set forth in Sections 296-72(B)(2), 296-73(D) and Chapter 122, Section 122-8(C) as the event will end later than permitted and more than one block at a time will be closed; and

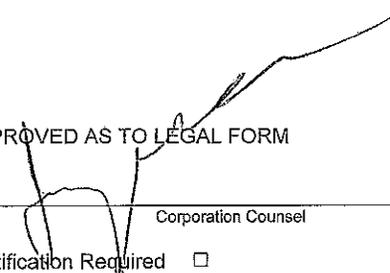
WHEREAS, the closing of the aforementioned streets will not affect public safety or convenience, and in accordance with the provision of Section 296-74 (B) and the applicant has made a request to the City Council that the aforementioned requirements set forth in Sections 296-71, 296-73 and Chapter 122, Section 122-8 be waived.

NOW THEREFORE BE IT RESOLVED, that the Municipal Council via adoption of this resolution authorizes the closing of both Town Square Place and Ring Road beginning 8:00 p.m. Friday, May 1st and ending 5:00 a.m. Saturday, May 2, 2015.

APPROVED: 
Director of Traffic & Transportation

APPROVED: 
Municipal Engineer

APPROVED: 
Business Administrator

APPROVED AS TO LEGAL FORM 
Corporation Counsel

JDS:pcl
(03.24.15)

Certification Required
Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 4-8-15											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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


Rolando R. Lavarro, Jr., President of Council


Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

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

Full Title of Resolution

A RESOLUTION AUTHORIZING THE CLOSING OF A MUNICIPAL STREET(S), TOWN SQUARE PLACE AND RING ROAD BEGINNING 8:00 P.M. FRIDAY, MAY 1ST AND ENDING 5:00 A.M. SATURDAY, MAY 2, 2015 AT THE REQUEST OF THE NEWPORT PROPERTY OWNERS ASSOCIATION FOR THE PURPOSE OF THE NEWPORT 10K RUN FINISH STRUCTURE ERECTION

Initiator

Department/Division	Administration	Architecture, Engineering, Traffic and Transportation
Name/Title	Joao D'Souza at the request of Lori Wissemann on behalf of the Newport Property Owners Association, 111 Town Square Pl., JCNJ 07310	Director of Traffic & Transportation
Phone/email	201.547.4470	JOAO@jcnj.org

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

Resolution Purpose

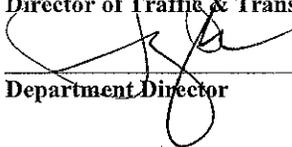
A RESOLUTION AUTHORIZING THE CLOSING OF BOTH TOWN SQUARE PLACE AND RING ROAD BEGINNING 8:00 P.M. FRIDAY, MAY 1ST AND ENDING 5:00 A.M. SATURDAY, MAY 2, 2015 FOR THE PURPOSE OF THE NEWPORT 10K RUN FINISH STRUCTURE ERECTION

Any costs incurred as a result of the street closing will be the responsibility of the Organization hosting the event.

Res # 15-194 3/25/15 - closure 5am-1pm

I certify that all the facts presented herein are accurate.



Director of Traffic & Transportation


Department Director

3/25/15

Date
3/

Date

RECREATIONAL EVENT STREET CLOSURE

BLOCKS **TOWN SQ PL & RING RDS**

PURPOSE OF EVENT: Newport 10K Run Finish Structure Erection

BEGINS: 8PM Friday, May 1

ENDS: 5AM Saturday, May 2, 2015

APPLICANT: Lori Wissemann

ORGANIZATION : Newport Property Owners Association

ADDRESS: 111 Town Sq Pl

CITY, STATE, ZIP: Jersey City NJ 07310

PHONE #: 201.626.4203

BEING WAIVED: End time, more than one block at a time closed

745'

17

541

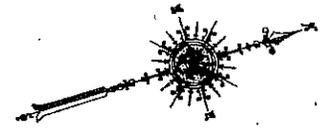
6" HP

8" HP

325

545

WASHINGTON BLVD



16

540

FA

14

CONC RT

15

NEWPORT FINANCIAL CENTER NO 1
F P - 1988
(MET, GLASS)

185'

10" HP

4" HP

10" HP

PAVONIA

100'

100'

100'

100'

100'

100'

100'

100'

100'

100'

100'

100'

100'

100'

100'

100'

100'

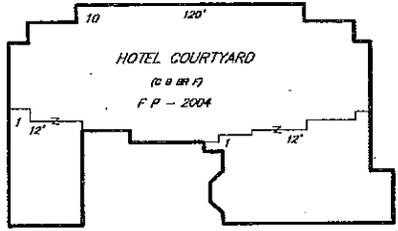
100'

100'

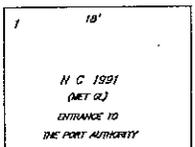
100'

100'

H C 1991
(MET G)
ENTRANCE TO
THE PORT AUTHORITY

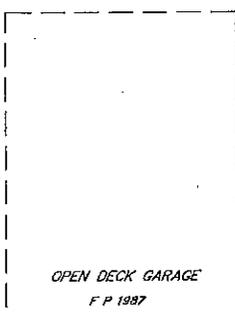


HOTEL COURTYARD
(C B M F)
F P - 2004

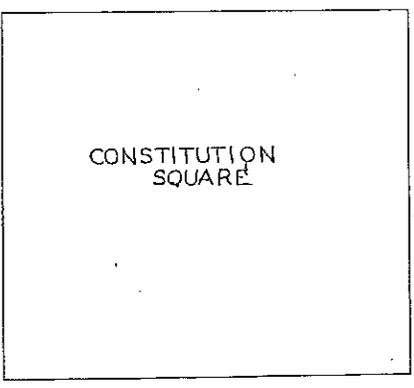


(MET C-D)

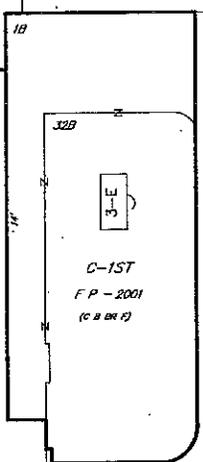
OPEN DECK
PARKING
GARAGE
F P 1991
(CONC & MET)



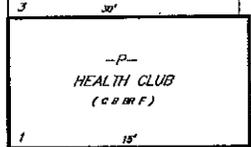
OPEN DECK GARAGE
F P 1997
(CONC)



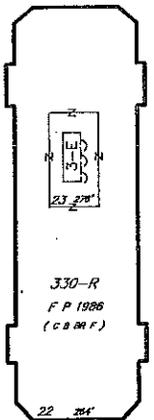
CONSTITUTION SQUARE



C-1ST
F P - 2001
(C B M F)



HEALTH CLUB
(C B M F)

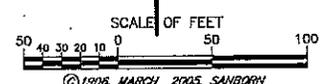


330-R
F P 1988
(C B M F)

RIVER DRIVE

SOUTH

50'
RIVER
CT.



©1998, MARCH 2005, SANBORN

3

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

City Clerk File No. Res. 15.236

Agenda No. 10.K

Approved: _____

TITLE:



RESOLUTION AUTHORIZING THE CLOSING OF A MUNICIPAL STREET(S), EXCHANGE PLACE BEGINNING 9:00 A.M. AND ENDING 4:00 P.M., SUNDAY, MAY 24, 2015 AT THE REQUEST OF KATYN FOREST MASSACRE MEMORIAL COMMITTEE, INC. FOR THE PURPOSE OF A MEMORIAL SERVICE

WHEREAS, the Division of Architecture, Engineering, Traffic and Transportation has received an application from the Katyn Forest Massacre Memorial Committee, Inc. to close Exchange Place beginning 9:00 a.m. and ending 4:00 p.m. on Sunday, May 24, 2015 for the purpose of a Memorial service; and

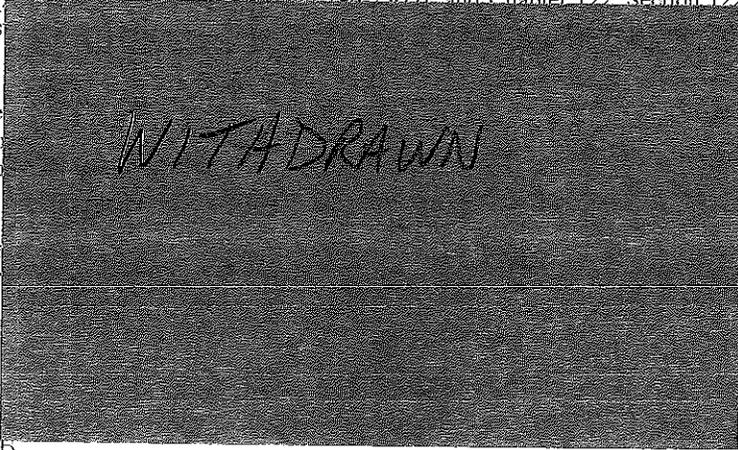
WHEREAS, in accordance with the provisions of Section 296-71 and 296-72, a street may be temporarily closed for a block party or any recreational event to be conducted within an area not exceeding one city block under certain conditions;

WHEREAS, when one or more of the required conditions for a street closing are not met, in accordance with Sections 296-74 (B) the Director of Architecture, Engineering, Traffic and Transportation may recommend to the City Council that one or more of the requirements of Sections 296-71, 296-72 and 296-73 and Chapter 122, Section 122-8 be waived; and

WHEREAS, the request to close Exchange Place does not meet one or more of the requirements set forth in Section 296-71(A)(2)(C)(D); 296-72(B)(8) and 296-73(D) and Chapter 122, Section 122-8 (A)(C) as the application for the street closing is more extensive than what is permitted; and

WHEREAS, the Director of Architecture, Engineering, Traffic and Transportation, in accordance with the provisions of Sections 296-71, 296-72 and 296-73 and Chapter 122, Section 122-8 be waived. **WHEREAS**, the City Council, in accordance with the provisions of Section 122-8 be waived.

NOW THEREFORE, the City Council, in accordance with the provisions of Section 122-8 be waived, does hereby authorize the closing of Exchange Place on Sunday, May 24, 2015.



APPROVED: _____
Director of Traffic & Transportation

APPROVED: _____
Municipal Engineer

APPROVED: _____
Business Administrator

JDS:pe1
(03.24.15)

APPROVED AS TO LEGAL FORM _____
Corporation Counsel

Certification Required

Not Required

APPROVED

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 4.8.15											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI				YUN				RIVERA			
RAMCHAL				OSBORNE				WATTERMAN			
BOGGIANO				COLEMAN				LAVARRO, PRES			

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

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

Full Title of Resolution

RESOLUTION AUTHORIZING THE CLOSING OF A MUNICIPAL STREET(S), EXCHANGE PLACE BEGINNING 9:00 A.M. AND ENDING 4:00 P.M., SUNDAY, MAY 24, 2015 AT THE REQUEST OF KATYN FOREST MASSACRE MEMORIAL COMMITTEE, INC. FOR THE PURPOSE OF A MEMORIAL SERVICE

Initiator

Department/Division	Administration	Architecture, Engineering, Traffic and Transportation
Name/Title	Joao D'Souza at the request of Krys Nowak on behalf of Katyn Forest Massacre Memorial Committee, Inc., PO Box 1602 – 208 Walnut Av, Cranford, NJ 07016	Director of Traffic & Transportation
Phone/email	201.547.4470	JOAO@jcnj.org

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

Resolution Purpose

RESOLUTION AUTHORIZING THE CLOSING OF EXCHANGE PLACE BEGINNING 9:00 A.M. AND ENDING 4:00 P.M., SUNDAY, MAY 24, 2015 FOR THE PURPOSE OF A MEMORIAL SERVICE

Any costs incurred as a result of the street closing will be the responsibility of the Organization hosting the event.

I certify that all the facts presented herein are accurate.



Director of Traffic & Transportation

Department Director

3/25/15

Date
3/31/15

Date

RECREATIONAL EVENT STREET CLOSURE

BLOCK: EXCHANGE PL

PURPOSE OF EVENT: memorial service

BEGINS: 9AM ENDS: 4PM
Sunday, May 24, 2015

APPLICANT: Krys Nowak

ORGANIZATION : Katyn Forest Massacre Memorial Committee, Inc

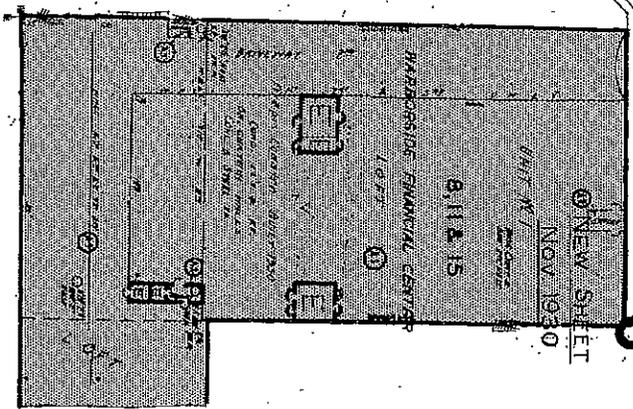
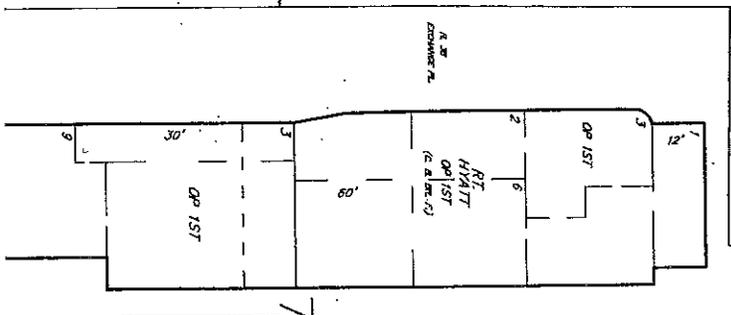
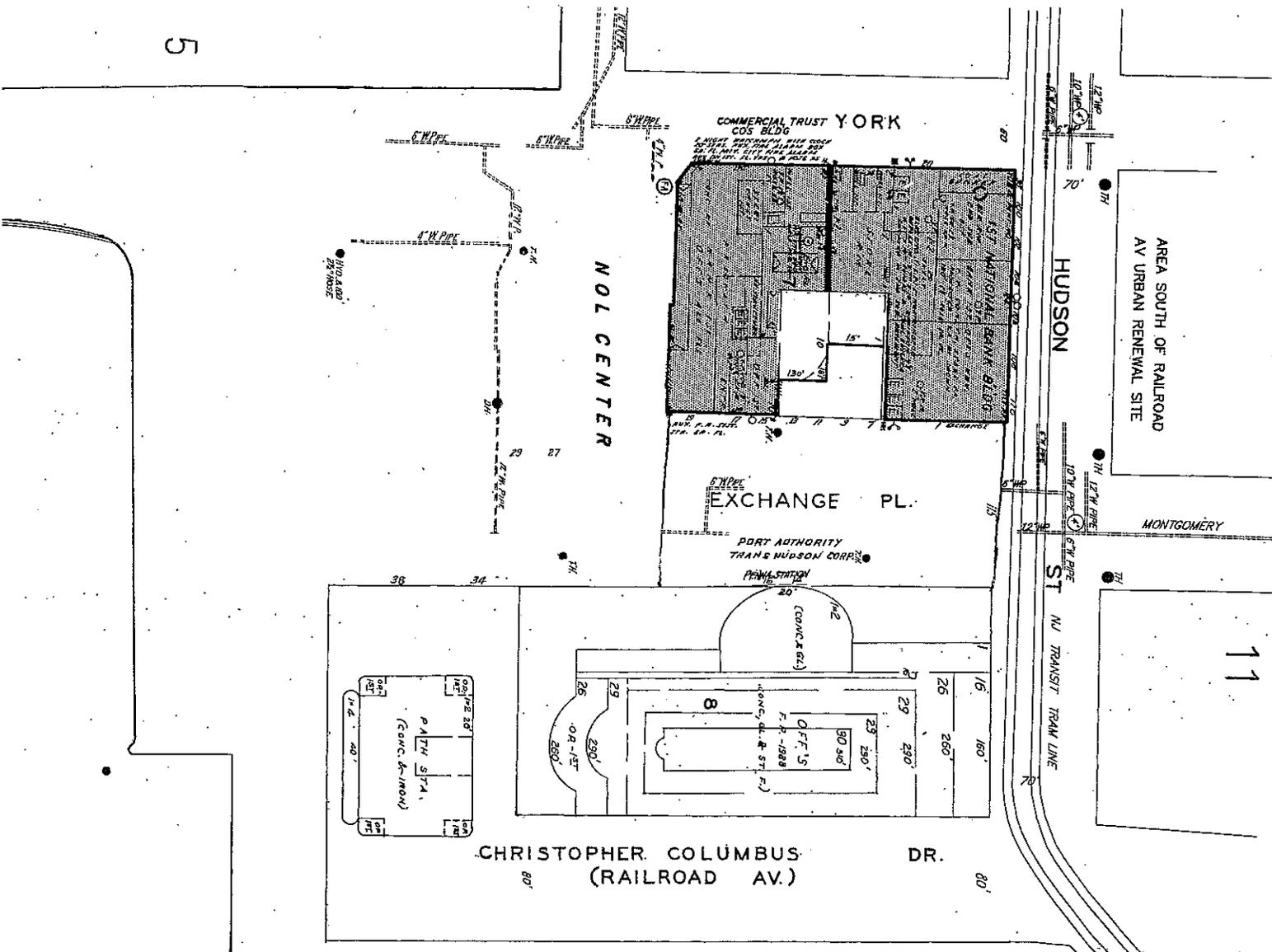
ADDRESS: PO Box 1602 - 208 Walnut Av

CITY, STATE, ZIP: Cranford NJ 07016

PHONE #: 609.580.0232

BEING WAIVED: Nonresident, start time

5



6

12

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

City Clerk File No. Res. 15.237

Agenda No. 10.1

Approved: APR 08 2015



TITLE:

A RESOLUTION AUTHORIZING THE CLOSING OF A MUNICIPAL STREET(S), EXCHANGE PLACE BEGINNING 10:00 A.M. AND ENDING 9:30 P.M., SUNDAY, MAY 31 2015 AT THE REQUEST OF THE CUBAN PARADE & FESTIVAL EVENTS FOR THE PURPOSE OF A CUBAN INTERNATIONAL FESTIVAL

WHEREAS, the Division of Architecture, Engineering, Traffic and Transportation has received an application from the Cuban Parade & Festival Events to close Exchange Place on Sunday, May 31, 2015 beginning 10:00 a.m. and ending 9:30 p.m. for the purpose of a Cuban International Festival; and

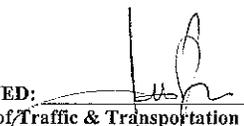
WHEREAS, in accordance with the provisions of Section 296-71 and 296-72, a street may be temporarily closed for a block party or any recreational event to be conducted within an area not exceeding one city block under certain conditions;

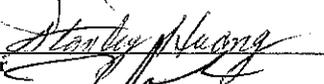
WHEREAS, when one or more of the required conditions for a street closing are not met, in accordance with Section 296-74 (B) the Director of Architecture, Engineering, Traffic and Transportation may recommend to the City Council that one or more of the requirements of Sections 296-71, 296-73 and 122-8 be waived; and

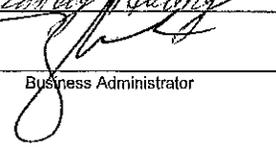
WHEREAS, the request to close Exchange Place does not meet one or more of the requirements set forth in Section 296-71(B)(C)(D), 296-73(D) and Section 122-8(A) because the applicant is a non-resident of the area requested to be closed; and

WHEREAS, the closing of the aforementioned street will not affect public safety or convenience, and in accordance with the provision of Section 296-74 (B) and the applicant has made a request to the City Council that the aforementioned requirements set forth in Section 296-71, 296-73 and Section 122-8 be waived.

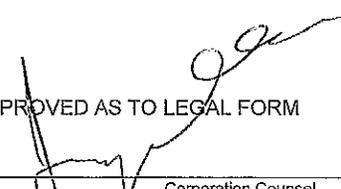
NOW THEREFORE BE IT RESOLVED, that the Municipal Council via adoption of this resolution authorizes the closing of Exchange Place beginning 10:00 a.m. and ending 9:30 p.m., Sunday, May 31, 2015.

APPROVED: 
Director of Traffic & Transportation

APPROVED: 
Municipal Engineer

APPROVED: 
Business Administrator

JDS:pcl
(3.26.15)

APPROVED AS TO LEGAL FORM

Corporation Counsel

Certification Required

Not Required

APPROVED 9-0

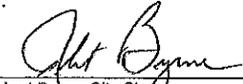
RECORD OF COUNCIL VOTE ON FINAL PASSAGE 4.8.15											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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


Rolando R. Lavarro, Jr., President of Council


Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

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Full Title of Resolution

A RESOLUTION AUTHORIZING THE CLOSING OF A MUNICIPAL STREET(S), EXCHANGE PLACE BEGINNING 10:00 A.M. AND ENDING 9:30 P.M., SUNDAY, MAY 31 2015 AT THE REQUEST OF THE CUBAN PARADE & FESTIVAL EVENTS FOR THE PURPOSE OF A CUBAN INTERNATIONAL FESTIVAL

Initiator

Department/Division	Administration	Architecture, Engineering, Traffic and Transportation
Name/Title	Joao D'Souza at the request of Emilio del Valle on behalf of the Cuban Parade & Festival Events, 300 45 St, #6F, Union City, New Jersey 07087	Director of Traffic & Transportation
Phone/email	201.547.4470	JOAO@jcnj.org

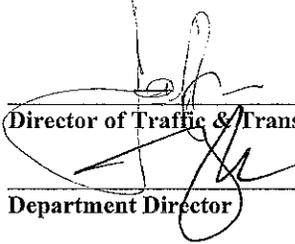
Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

A RESOLUTION AUTHORIZING THE CLOSING OF EXCHANGE PLACE BEGINNING 10:00 A.M. AND ENDING 9:30 P.M., SUNDAY, MAY 31 2015 FOR THE PURPOSE OF A CUBAN INTERNATIONAL FESTIVAL

Any costs incurred as a result of the street closing will be the responsibility of the Organization hosting the event.

I certify that all the facts presented herein are accurate.



Director of Traffic & Transportation

Department Director

3/26/15
Date
3/31/14
Date

RECREATIONAL EVENT STREET CLOSURE

BLOCK: EXCHANGE PL

PURPOSE OF EVENT: Cuban International Festival

BEGINS: 10AM ENDS: 9:30PM Sunday, May 31, 2015

APPLICANT: Emilio del Valle

ORGANIZATION : Cuban Parade & Festival Events

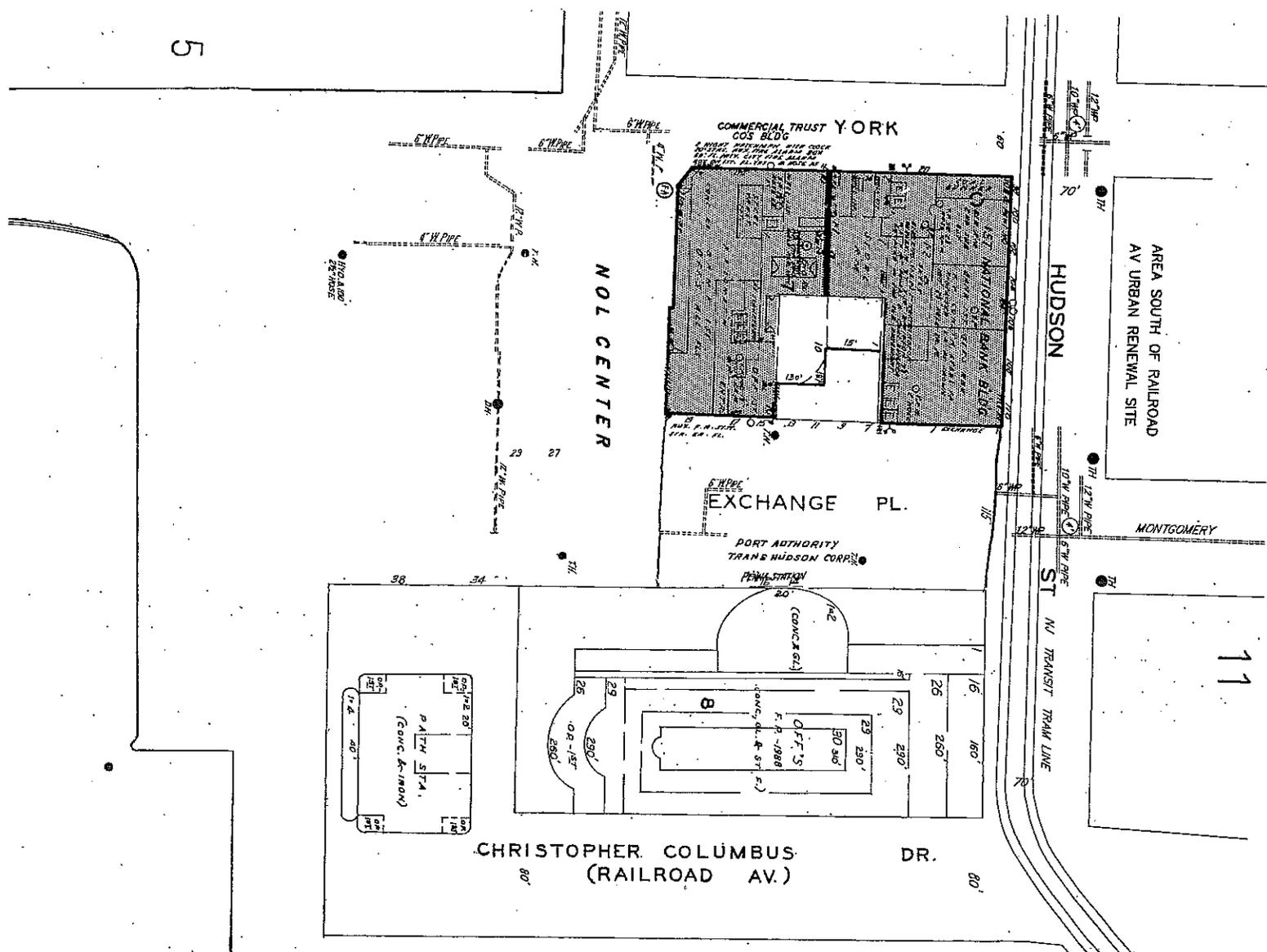
ADDRESS: 300 45 St #6F

CITY, STATE, ZIP: Union City NJ 07087

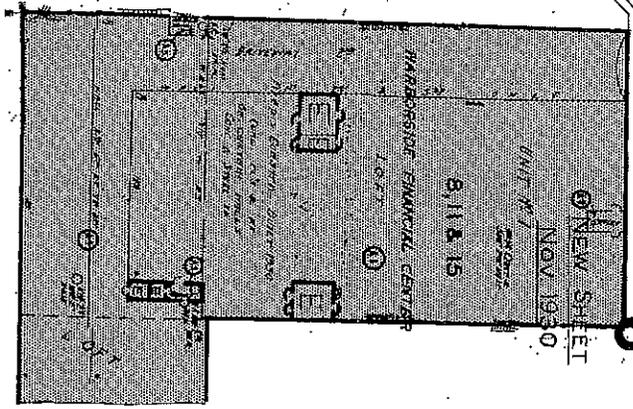
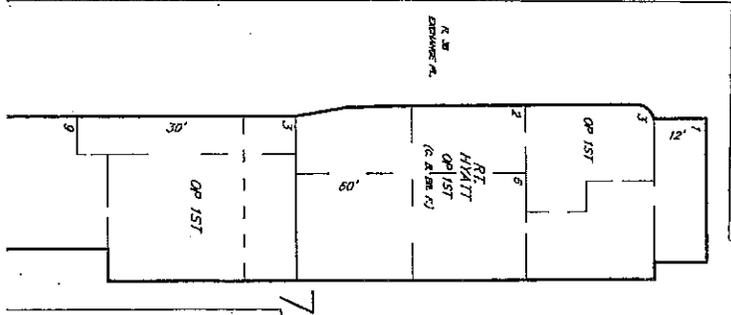
PHONE #: 201.240.6145

BEING WAIVED: Nonresident

5



11



6

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

City Clerk File No. Res. 15-238

Agenda No. 10.M

Approved: APR 08 2015



TITLE:

RESOLUTION AUTHORIZING THE CLOSING OF A MUNICIPAL STREET(S), BOTH ASTOR PLACE FROM MONTICELLO AVENUE TO PARK STREET AND CRESCENT AVENUE FROM BELMONT AVENUE TO BRINKERHOFF STREET BEGINNING 10:00 A.M. AND ENDING 11:00 P.M. SATURDAY, AUGUST 22 (RAIN DATE: SATURDAY, AUGUST 29), 2015 AT THE REQUEST OF THE ASTOR PLACE NEIGHBORHOOD ASSOCIATION FOR AN EDUCATION AND INFORMATION FUN FESTIVAL (BLOCK PARTY)

WHEREAS, the Division of Architecture, Engineering, Traffic and Transportation has received an application from the Astor Place Neighborhood Association to close both Astor Place from Monticello Avenue to Park Street and Crescent Avenue from Belmont Avenue to Brinkerhoff Street beginning 10:00 a.m. and ending 11:00 p.m. on Saturday, August 22 (rain date: Saturday, August 29), 2015 for the purpose of an education and information fun festival (block party); and

WHEREAS, in accordance with the provisions of Section 296-71 and 296-72, a street may be temporarily closed for a block party or any recreational event to be conducted within an area not exceeding one city block under certain conditions;

WHEREAS, when one or more of the required conditions for a street closing are not met, in accordance with Sections 296-74 (B) the Director of Architecture, Engineering, Traffic and Transportation may recommend to the City Council that one or more of the requirements of Sections 296-71 and 296-73 and Section 122-8 be waived; and

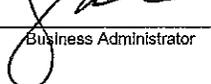
WHEREAS, the request to close both Astor Place and Crescent Avenue does not meet one or more of the requirements set forth in Section 296-72(B)(2)(8) and 296-73(D) and Section 122-8(C) as the street closing will end later than what is permitted and more than one block at a time will be closed; and

WHEREAS, the closing of the aforementioned streets will not affect public safety or convenience, and in accordance with the provision of Section 296-74 (B) the applicant has made a request to the City Council that the aforementioned requirements set forth in Section 296-72, 296-73 and Section 122-8 be waived.

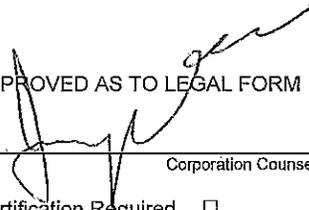
NOW THEREFORE IS IT RESOLVED, that the Municipal Council via adoption of this resolution authorizes the closing of Astor Place from Monticello Avenue to Park Street and Crescent Avenue from Belmont Avenue to Brinkerhoff Street beginning 10:00 a.m. and ending 11:00 p.m. on Saturday, August 22, (rain date Saturday, August 29), 2015.

APPROVED: 
Director of Traffic & Transportation

APPROVED: 
Municipal Engineer

APPROVED: 
Business Administrator

JDS:pcl
(03.24.15)

APPROVED AS TO LEGAL FORM

Corporation Counsel

Certification Required

Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 4.8.15											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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


Rolando R. Lavarro, Jr., President of Council


Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

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

Full Title of Resolution

RESOLUTION AUTHORIZING THE CLOSING OF A MUNICIPAL STREET(S), BOTH ASTOR PLACE FROM MONTICELLO AVENUE TO PARK STREET AND CRESCENT AVENUE FROM BELMONT AVENUE TO BRINKERHOFF STREET BEGINNING 10:00 A.M. AND ENDING 11:00 P.M. SATURDAY, AUGUST 22 (RAIN DATE: SATURDAY, AUGUST 29), 2015 AT THE REQUEST OF THE ASTOR PLACE NEIGHBORHOOD ASSOCIATION FOR AN EDUCATION AND INFORMATION FUN FESTIVAL (BLOCK PARTY

Initiator

Department/Division	Administration	Architecture, Engineering, Traffic and Transportation
Name/Title	Joao D'Souza at the request of Tina Bland on behalf of the Astor Place Neighborhood Association, 72 Astor Place, JCNJ 07304	Director of Traffic & Transportation
Phone/email	201.547.4470	JOAO@jcnj.org

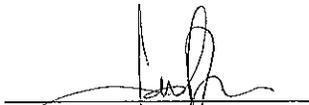
Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

RESOLUTION AUTHORIZING THE CLOSING OF BOTH ASTOR PLACE FROM MONTICELLO AVENUE TO PARK STREET AND CRESCENT AVENUE FROM BELMONT AVENUE TO BRINKERHOFF STREET BEGINNING 10:00 A.M. AND ENDING 11:00 P.M. SATURDAY, AUGUST 22 (RAIN DATE: SATURDAY, AUGUST 29), 2015 FOR AN EDUCATION AND INFORMATION FUN FESTIVAL (BLOCK PARTY

Any costs incurred as a result of the street closing will be the responsibility of the Organization hosting the event.

I certify that all the facts presented herein are accurate.



Director of Traffic & Transportation



Department Director

3/25/15

Date

8/31/15

Date

RECREATIONAL EVENT STREET CLOSURE

BLOCKS **ASTOR PL from MONTICELLO AV to PARK ST**
CRESCENT AV from ASTOR PL to BRINKERHOFF ST

PURPOSE OF EVENT: Education and Information Fun Festival (block party)

BEGINS: 10AM ENDS: 11PM
Saturday, August 22 (rain date Saturday, August 29), 2015

APPLICANT: **Tinia Bland**

ORGANIZATION : **Astor Place Neighborhood Association**

ADDRESS: **72 Astor Pl**

CITY, STATE, ZIP: **Jersey City NJ 07304**

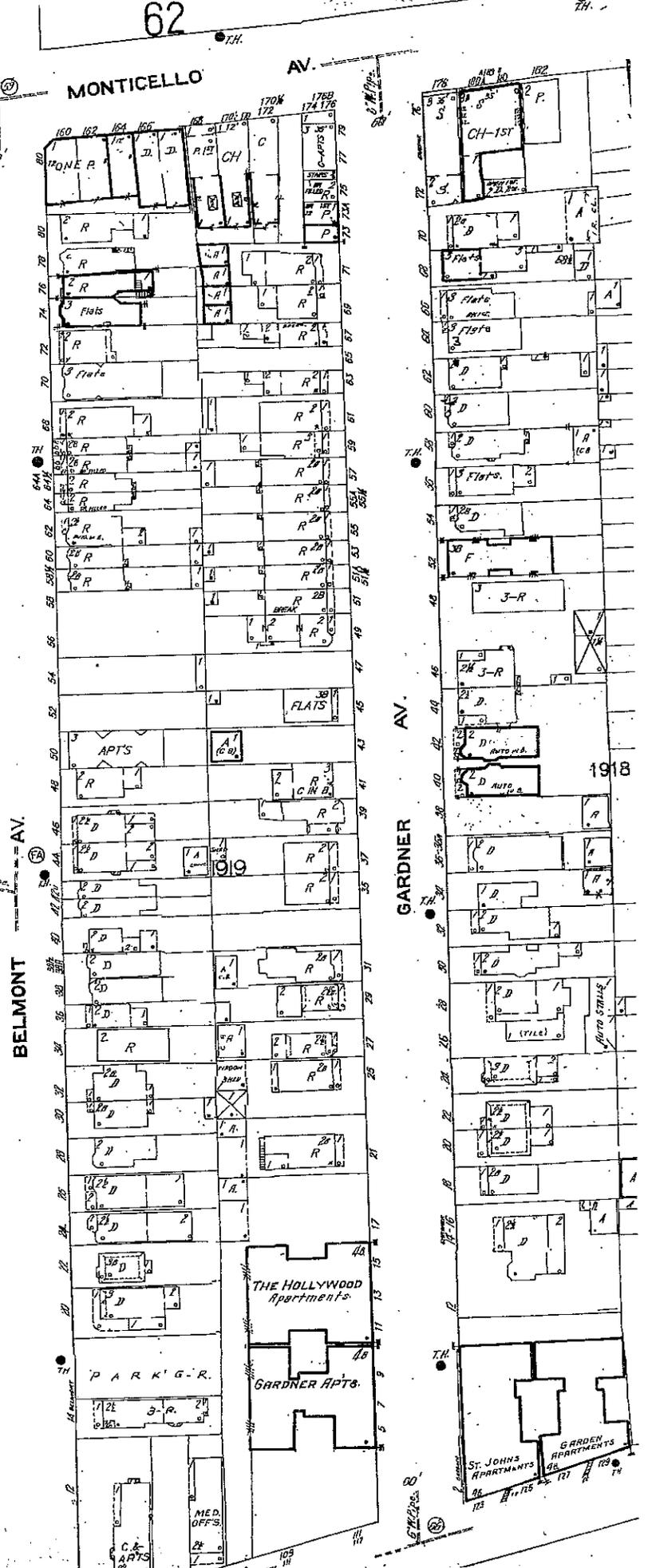
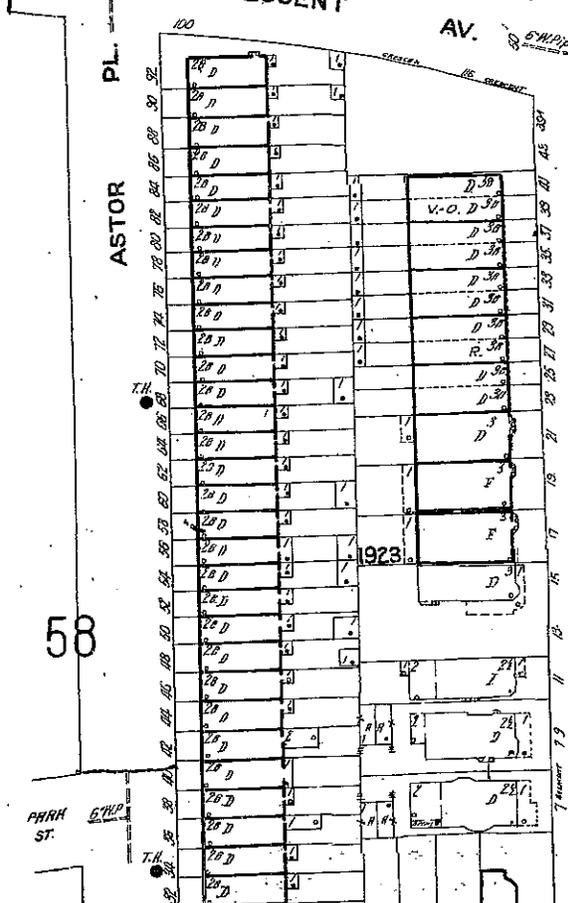
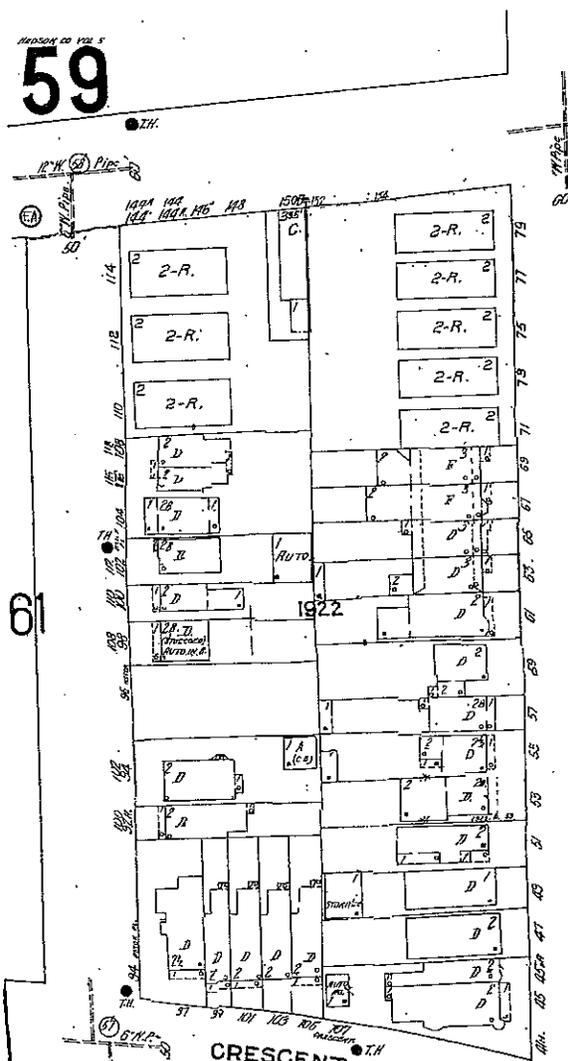
PHONE #: **201.314.1675**

BEING WAIVED: **More than one block at a time closed**

59

62

W O I R E K Z H A B



58

PARR ST.

ASTOR PL.

CRESCENT AV.

BELMONT AV.

MONTICELLO AV.

GARDNER AV.

THE HOLLYWOOD Apartments

GARDNER APTS.

PARK'G-R.

ST. JOHN'S APARTMENTS

GARDEN APARTMENTS

M.E.D. OFFS.

C. & ARTS

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

City Clerk File No. Res. 15.239

Agenda No. 10.N

Approved: APR 08 2015



TITLE: RESOLUTION AUTHORIZING THE EXECUTION OF A SECOND MORTGAGE MODIFICATION AGREEMENT (NRP) CORRECTING THE PERIOD OF AFFORDABILITY AFFECTING THE PROPERTY KNOWN AS 355 RANDOLPH AVENUE A/K/A BLOCK 18102, LOT 60

offered and moved

COUNCIL adoption of the following resolution:

WHEREAS, Maria Betemit, owner of 355 Randolph Avenue, a/k/a Block 18102, Lot 60, is a participant under the HOME Program; and

WHEREAS, the owner received a \$24,000.00 loan from the City on March 8, 2013, for the purpose of financing the purchase of a two-family residential structure at 355 Randolph Avenue; and

WHEREAS, the City's loan self-amortizes provided that the homeowners reside in the property, do not sell the property and the property remains affordable to low and moderate income households during the restricted period.

WHEREAS, the Second Mortgage dated March 8, 2013, recorded in Mortgage Book 18102 at Page 60, erroneously provided for an affordability period of five (5) years; and

WHEREAS, the owner has executed this Second Mortgage Modification Agreement to correct the period of affordability to a period of ten (10) years; and

WHEREAS, all other provisions of the Second Mortgage are unchanged and shall remain in full force and effect.

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 the Second Mortgage Modification Agreement (NRP), in a form to be approved by the Corporation Counsel, amending the period of affordability from a five (5) year period to a period of ten (10) years, affecting 355 Randolph Avenue, also known as Block 18102, Lot 60, and that said Agreement shall be duly filed with the Register of Mortgages for the County of Hudson.

JF/cw
03/20/15

APPROVED: _____

APPROVED: _____

Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel

Certification Required

Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 4.8.15											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

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

Full Title of Ordinance/Resolution

Resolution Authorizing The Business Administrator to Execute A Mortgage Modification Agreement for 355 Randolph Avenue, A.K.A. Block 18102, Lot 60.

Initiator

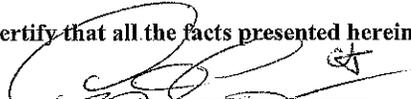
Department/Division	HEDC	Community Development
Name/Title	Carmen Gandulla	Director
Phone/email	201-547-5304	Cgandulla@cnj.org

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

Resolution Purpose

Amending the affordable period from 5 years to 10 years.

I certify that all the facts presented herein are accurate.


Signature of Department Director

3/19/15
Date

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

City Clerk File No. Res. 15-240

Agenda No. 10.0

Approved: APR 08 2015

TITLE:



RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO DENNIS J. MCSWEENEY FOR MONTHLY K-9 TRAINING AND EVALUATIONS FOR THE DEPARTMENT OF PUBLIC SAFETY (POLICE)

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, the Purchasing Director within his authority and in conformity with N.J.S.A. 40A:11-6.1(a) informally solicited quotes for **Monthly K-9 Training and Evaluations**; and

WHEREAS, the Division of Purchasing solicited and obtained (5) five proposals, with the lowest, responsive and responsible being that from Dennis J. McSweeney, 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, the contract shall be effective as of January 1, 2015 through December 31, 2015; and

WHEREAS, funds in the amount of \$6,400.00 are available in **Police Operating Account No. 01-201-25-240-312**.

(Continued on Page 2)

City Clerk File No. Res. 15.240

Agenda No. 10.0 APR 08 2015

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 (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 K-9 Training and Evaluations is awarded to Dennis J. McSweeney and the Purchasing Director is directed to have such a contract drawn up and executed.
2. Upon certification by an official or employee of the City, authorized to receive the services or materials 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 Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et seq.
3. 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.
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 2015 fiscal year temporary budget shall be subject to the availability and appropriation of sufficient funds in the 2015 fiscal year permanent budget.

I Donna Mauer, Donna Mauer Chief Financial Officer, hereby certify that funds in the amount of \$6,400.00 are available in **Police Operating Account No. 01-201-25-240-312.**

Account	PO #	Total Contract	Temp Encumbrance
01-201-25-240-312	116706	\$19,200.00	\$6,400.00

APPROVED: Peter Folgado
 Director of Purchasing, CPA, RPPO

APPROVED: [Signature]
 Business Administrator
 PF/pv
 3/24/15

March 24, 2015
 Date
 APPROVED AS TO LEGAL FORM

[Signature]
 Corporation Counsel

Certification Required

Not Required

APPROVED 9-0

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

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

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

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

[Signature]
Robert Byrne, City Clerk

RESOLUTION FACT SHEET - 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. MCSWEENEY FOR K-9 DOGS TRAINING AND EVALUATIONS FOR THE DEPARTMENT OF PUBLIC SAFETY (POLICE)

Project Manager

Department/Division	Public Safety	Police
Name/Title	Director James Shea	Public Safety
Phone/email	201-547-4239	jshea@njcps.org

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

Contract Purpose

The purpose of this contract is for training 10 canines to ensure that all JCPD K9 dogs maintain the New Jersey Attorney General's standards.

Cost (Identify all sources and amounts)

\$19,200.00- Operating Account
01-201-25-240-312
Temp Encumbrance \$6400.00
Total Contract \$19,200.00

Contract term (include all proposed renewals)

Contract is for one year.

Type of award

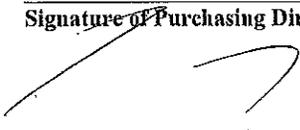
If "Other Exception", enter type

Additional Information

I certify that all the facts presented herein are accurate.


Signature of Department Director

3/27/15
Date


Signature of Purchasing Director

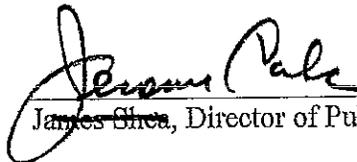
3/30/15
Date

DETERMINATION OF VALUE CERTIFICATION

James Shea, of full age, hereby certifies as follows:

1. I am Public Safety Director for the City of Jersey City (Police Department).
2. Attached to this Certification is a resolution awarding a contract to Dennis Mc Sweeney, to provide the City with K9 training.
3. The term of the contract is one year effective as of January 1, 2015.
4. The amount of the contract is \$19,200.00 which exceeds \$17,500.
5. This certification is made pursuant to N.J.S.A. 19:44A-20.5.
6. I certify that the foregoing statements are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

Dated: 3/27/15


James Shea, Director of Public Safety



Dennis J. Mc Sweeney
272 Seminole Avenue
Absecon, New Jersey 08201
(609) 641-1423



DATE: Commencing January 1, 2015; Ending December 31, 2015

PTP re 10

Jersey City Fiscal Office
Attention: Monique
8 Erie St.
Jersey City, NJ 07302

Re: Monthly K9 Team In-Service Training and Reevaluations of JCPD K9 Teams.

I propose to perform monthly in-service training and evaluations for the Jersey City Police Department's K9 teams.

Currently there are 10 teams, 10 of which are dual purpose. Each dog and handler will be evaluated and trained once per month in two phases each: patrol and specialty:

<u>Day 1; Session 1 - Patrol Dogs:</u> <u>5</u> Patrol dogs and handlers	<u>Day 2; Session 1 - Patrol Dogs:</u> <u>5</u> Patrol dogs and handlers
<u>Day 1; Session 2 - Specialty Dogs:</u> <u>3</u> Explosive Detector dogs and handlers <u>2</u> Narcotic Detector dogs and handlers	<u>Day 2; Session 2 - Specialty Dogs:</u> <u>5</u> Explosive Detector dogs and handlers <u> </u> Narcotic Detector dogs and handlers

The purpose of each session of training will be to ensure all JCPD K9 Teams maintain the New Jersey Attorney General's Standards. Additionally, I will be available via telephone to the handlers for questions and answers during each month. Any specific problems brought to my attention by a handler will be corrected at the in-service training session.

Each training session will be documented by the individual handlers, and I will sign off on each report. Evaluations and training will be in accordance with the New Jersey Attorney General's Standards for: "k-9 Training Standards and Qualification Requirements for New Jersey Law Enforcement issued; December 1992, Revised July 1995, Revised July 2002," as detailed below

The cost for each session is \$400.00 (\$800.00 per day; \$1,600.00 per month)

Respectfully,

Dennis J. McSweeney

Total cost for 2015 is \$16,500.00, but could be up to \$19,200.00 for 12 months.

Attachments: Excerpts from k-9 Training Standards and Qualification Requirements for New Jersey Law Enforcement issued; December 1992, Revised July 1995, Revised July 2002
Curriculum Vitae



New Jersey Division of Revenue

Revenue NJBGS

On-Line Business Registration Certificate Service

CERTIFICATE NUMBER 1102118 FOR MCSWEENEY,DENNIS J 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. hat, pursuant to P.L. 2004, c. 19 would bar the award of this contract in the one year period preceding (date of award set aside 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), (g) and (e).

Friends of Peter Brennan Election Fund	Gaughan Election Fund
Friends of Kalimah H. Ahmad	The Election Fund of Steven Fulop
Election Fund of Radames Velazquez Jr.	Friends of Viola Richardson for Ward F
Friends of Michael Sortolano	
EFO David P. Donnelly J.C. Council 2010	Healy for Mayor 2013
Friends of Nidia R. Lopez	

Part II - Ownership Disclosure Certification

No Contributions - DMS

I certify that the list below contains the names and home addresses of all owners holding 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business entity:

- Partnership
 Corporation
 Sole Proprietorship
 Subchapter S Corporation
 Limited Partnership
 Limited Liability Corporation
 Limited Liability Partnership

Name of Stock or Shareholder	Home Address

Part 3 - Signature and Attestation:

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

Name of Business Entity: *Dennis McSweeney Course Training Consultant*
 Signed: *Dennis McSweeney* Title: *K-9 Trainer (Level 3)*
 Print Name: *DEANIS MCSWEENEY* Date: *2-23-2015*

Subscribed and sworn before me this ___ day of _____, 2___.	_____ (Affiant)
My Commission expires:	_____ (Print name & title of affiant) (Corporate Seal)

Certification

48779

CERTIFICATE OF EMPLOYEE INFORMATION REPORT

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

15-JUN-2012

to

15-JUN-2019

DENNIS J. MCSWEENEY
272 SEMINOLE AVE.
ABSECON

NJ 08201



Andrew P. Sidamon-Eristoff
State Treasurer

08/13/12

Taxpayer Identification# 139-344-406/000

Dear Business Representative:

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

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

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

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

If you have any questions or require more information, feel free to call our Registration Hotline at (609)292-9292.

I wish you continued success in your business endeavors.

Sincerely,



James J. Fruscione
Director
New Jersey Division of Revenue

STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE		DEPARTMENT OF TREASURY, DIVISION OF REVENUE PO BOX 252 TRENTON, N J 08646-0252
TAXPAYER NAME: MCSWEENEY, DENNIS J	TRADE NAME:	
ADDRESS: 272 SEMINOLE AVENUE ABSECON NJ 08201-1911	SEQUENCE NUMBER: 1102118	
EFFECTIVE DATE: 10/27/04	ISSUANCE DATE: 08/13/12	
		 Director New Jersey Division of Revenue
FORM-BRC This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.		

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)

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 or sex. Except with respect to affectional or sexual orientation, the contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or retention; 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 or sex.

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

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 Affirmative Action Act.

The contractor or subcontractor agrees to make good faith efforts to employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C. 17:27-5.2, or a binding determination of the applicable county employment goals determined by the Division, pursuant to 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, labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation 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 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 on their company's receipt, knowledge and commitment to comply with:

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

The undersigned vendor further agrees to furnish the required forms of evidence and understand that their contract/company's 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 J. MCSWEENEY
CAROLINE TRAINING CONSULTANT
Representative's Signature: Dennis J. McSweeney
Name of Company: Dennis J. McSweeney
Caroline Training Consultant
Tel No.: 609-691-1423 Date: 3-27-2015

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

The contractor and the City of Jersey City, (hereafter "owner") do hereby agree that the provisions of Title II of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 5121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant 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.

Form AA302
Rev. 1/90

NEW JERSEY FACILITY

STATE OF NEW JERSEY
Division of Contract Compliance & Equal Employment Opportunity

EMPLOYEE INFORMATION REPORT

IMPORTANT: READ INSTRUCTIONS ON BACK OF FORM CAREFULLY BEFORE COMPLETING FORM. TYPE OR PRINT IN SHARP BALLPOINT PEN.
FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM MAY DELAY ISSUANCE OF YOUR CERTIFICATE. DO NOT SUBMIT (EOC-1) REPORT FOR SECTION B, ITSELF.

SECTION A - COMPANY IDENTIFICATION

1. FID. NO. OR SOCIAL SECURITY: _____

2. TYPE OF BUSINESS: 1. MFG. 2. SERVICE 3. WHOLESALE 4. RETAIL 5. OTHER

3. TOTAL NO. EMPLOYEES IN THE ENTIRE COMPANY: 0

4. COMPANY NAME: Dennis J McSweeney

5. STREET: 272 Seminole Ave CITY: Absecon COUNTY: Atlantic STATE: NJ ZIP CODE: 08201

6. NAME OF PARENT OR AFFILIATED COMPANY (IF NONE, SO INDICATE): None CITY: _____ STATE: _____ ZIP CODE: _____

7. CHECK ONE: SINGLE ESTABLISHMENT EMPLOYER MULTIPLE ESTABLISHMENT EMPLOYER

8. IF MULTIPLE ESTABLISHMENT EMPLOYER, STATE THE NUMBER OF ESTABLISHMENTS IN NJ: _____

9. TOTAL NUMBER OF EMPLOYEES AT ESTABLISHMENT WHICH HAS BEEN AWARDED THIS CONTRACT: 10

10. PUBLIC AGENCY AWARDED CONTRACT: _____ CITY: _____ COUNTY: _____ STATE: _____ ZIP CODE: _____

Contract No.	DATE RECEIVED	DATE RENEWED	ASSIGNED CERTIFICATION NUMBER

SECTION B - EMPLOYMENT DATA

11. Report all permanent, temporary and part-time employees ON YOUR OWN PAYROLL. Enter the appropriate figures on all lines and in all columns. Where there are no employees in a particular category, enter a zero. Include ALL employees, not just those in traditionally "contract" categories, in columns 1, 2, A, B. DO NOT SUBMIT IF EEO-1 REPORT.

JOB CATEGORIES	ALL EMPLOYEES			PERMANENT, TEMPORARY, NON-RESIDENT, PART-TIME EMPLOYEES										
	COL. 1 TOTAL (Col. 2 & 3)	COL. 2 LOCAL	COL. 3 NON-LOCAL	BLACK	HISPANIC	INDIAN	ASIAN	NON MEX.	BLACK	HISPANIC	AMERIC. INDIAN	ASIAN	NON MEX.	
Officials/Managers														
Professionals														
Technicians														
Risk Workers														
Office & Clerical														
Craftsmen (skilled)														
Operatives (semi-skilled)														
Laborers (Unskilled)														
Service Workers														
TOTAL														
Total employees from previous fiscal year														
Temporary & Part-time Employees														

The data below shall NOT be included in the figures for the appropriate categories above.

12. HOW WAS INFORMATION AS TO RACE OR ETHNIC ORIGIN IN SECTION B OBTAINED?
 1. Visual Survey 2. Employment Record 3. Other (Specify) _____

14. IS THIS THE FIRST Employee Information Report Submitted? 1. YES 2. NO

15. IF NO, DATE LAST REPORT SUBMITTED: 5/5/2012 MO. DAY YEAR

17. DATES OF PAYROLL PERIOD LISTED: _____ TO: _____

SECTION C - SIGNATURE AND IDENTIFICATION

16. NAME OF PERSON COMPLETING FORM (Print or Type) SIGNATURE TITLE DATE

DENNIS J MCSWEENEY Dennis J McSweeney Dog Trainer 3/27/2015

17. ADDRESS NO. & STREET CITY COUNTY STATE ZIP CODE PHONE (AREA CODE, NO. EXTENSION)

272 Seminole Ave Absecon Atlantic NJ 08201 609-641-1423

WHITE - DIV. OF CONTRACT COMPLIANCE; CANARY - DIV. OF CONTRACT COMPLIANCE DP;
PINK - PUBLIC AGENCY; GOLD - VENDOR.

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

City Clerk File No. Res. 15.241

Agenda No. 10.P

Approved: APR 08 2015

TITLE:



RESOLUTION AUTHORIZING AN AWARD OF CONTRACT TO J&C ICE TECHNOLOGIES FOR THE PURCHASE & DELIVERY OF AN ICE RESURFACING MACHINE FOR THE DEPARTMENT OF PUBLIC WORKS, AUTOMOTIVE DIVISION THROUGH THE NATIONAL JOINT POWERS ALLIANCE COOPERATIVE PURCHASING SYSTEM

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 make purchases and contract for goods and services through the use of a cooperative purchasing agreement; and

WHEREAS, certain economies can be achieved when public entities purchase goods and services together under a cooperative pricing agreement; and

WHEREAS, the National Joint Powers Alliance is a lead agency under a Cooperative Pricing Agreement approved by the Division of Local Government Services; and

WHEREAS, the Automotive Division is in need of an Ice Resurfacing Machine; and

WHEREAS, Resolution 14-538 approved on August 20, 2014 authorized the City of Jersey City (City) to enter into a Cooperative Agreement with the National Joint Powers Alliance Cooperative Purchasing System; and

WHEREAS, the Department of Public Works/Automotive Division wishes to purchase the Zamboni 546 Ice Resurfacing Machine for the Pershing Field Ice Rink from J&C Ice Technologies, 180 Gold Mine Road, Unit 5, Flanders, New Jersey 07836 who is in possession of contract 022113-FZC; and

WHEREAS, the total amount of the contract is \$94,447.70 and

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

WHEREAS, the sum of Ninety Six Thousand, Four Hundred Forty Seven Dollars and Seventy Cents (\$96,447.70) is available in the Capital Fund Account 04-215-55-969-990; and

Capital Acct. #: 04-215-55-969-990 **PO #:** 116562 **Amount:** \$96,447.70

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

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City that the said proposal of the aforementioned J&C Ice Technologies 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

(Continued on page 2)

City Clerk File No. Res. 15.241

Agenda No. 10.P APR 08 2015

TITLE:

RESOLUTION AUTHORIZING AN AWARD OF CONTRACT TO J&C ICE TECHNOLOGIES FOR THE PURCHASE & DELIVERY OF AN ICE RESURFACING MACHINE FOR THE DEPARTMENT OF PUBLIC WORKS, AUTOMOTIVE DIVISION THROUGH THE NATIONAL JOINT POWERS ALLIANCE COOPERATIVE PURCHASING SYSTEM

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

Capital Acct. #: 04-215-55-969-990

PO #: 116562

Amount: \$96,447.70

APPROVED: _____

Peter Folgado, Director of Purchasing,
QPA, RPPO

March 24, 2015

Date

PF/pv
3/24/15

APPROVED: _____

APPROVED: _____

Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel

Certification Required

Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 4.8.15											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

Rolando R. Lavarro, Jr.

Rolando R. Lavarro, Jr., President of Council

Robert Byrne

Robert Byrne, City Clerk

RESOLUTION FACT SHEET - CONTRACT AWARD

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

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING AN AWARD OF CONTRACT TO J&C ICE TECHNOLOGIES FOR THE PURCHASE & DELIVERY OF AN ICE RESURFACING MACHINE FOR THE DEPARTMENT OF PUBLIC WORKS, AUTOMOTIVE DIVISION THROUGH THE NATIONAL JOINT POWERS ALLIANCE COOPERATIVE PURCHASING SYSTEM.

Project Manager

Department/Division	DPW	Automotive Maintenance
Name/Title	Hector Ortiz	Asst. DPW Director
Phone/email	201-547-4423	ortizh@jcnj.org

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

The purpose of this resolution is to provide the following:

- ✦ For One (1) Zamboni
- ✦ Model # 546
- ✦ For the Pershing Field Ice Rink
- ✦ The purpose of the zamboni is to resurface and smooth the ice of an ice-skating rink, for flawless skating
- ✦ Cost is \$96,447.70
- ✦ Some of the features includes gasoline carburetion, black powder coated conditioner, snow tank window, wash water system, board brush
- ✦ All new Zambonis comes with two (2) blades, spare tire and wheel, extra impeller, tool kit, touch up paint, operation video, zamboni manual, and an onsite visit for machine orientation
- ✦ It was invented in 1949 by Frank Zamboni

Cost (Identify all sources and amounts)

Contract term (include all proposed renewals)

Capital Account (04-215-55-969-990)
Total Contract amount = \$96,447.70

One time purchase.

Type of award

National Joint Powers Alliance Cooperative Purchasing System

If "Other Exception", enter type

Additional Information

- ✦ Resolution 14-538 approved on August 20, 2014 authorized the City of Jersey City (City) to enter into a Cooperative Agreement with the National Joint Powers Alliance Cooperative Purchasing System.
- ✦ The National Joint Powers Alliance is a lead agency under a Cooperative Pricing Agreement approved by the Division of Local Government Services.

I certify that all the facts presented herein are accurate.

Mark Redfern
Signature of Department Director

3/24/15
Date

[Signature]
Signature of Purchasing Director

3/24/15
Date

Capacities/Dimensions

Snow Tank

Actual Volume	2.83 m ³	(100 cu. ft.)
Compacted	3.54 m ³	(125 cu. ft.)
Excess Water	416 L	(110 USG, 92 IMP)

Water

Ice Making	738 L	(195 USG, 162 IMP)
Wash Water	310 L	(82 USG, 68 IMP)
Total	1048 L	(277 USG, 230 IMP)

Hydraulic Oil	95 L	(25 USG, 21 IMP)
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Conveyor System

Horizontal System	25.4 cm	(10 in.) dia.
Vertical Auger	25.4 cm	(10 in.) dia.

Overall Length

Snow Tank Down	4.04 m	(159 in.)
Snow Tank Up	5.03 m	(198 in.)

Overall Height

Snow Tank Down	2.16 m	(85 in.)
Snow Tank Up	5.03 m	(154 in.)

Overall Width

Wheelbase	1.95 m	(77in.)
Wheel Track	1.37 m	(54 in.)

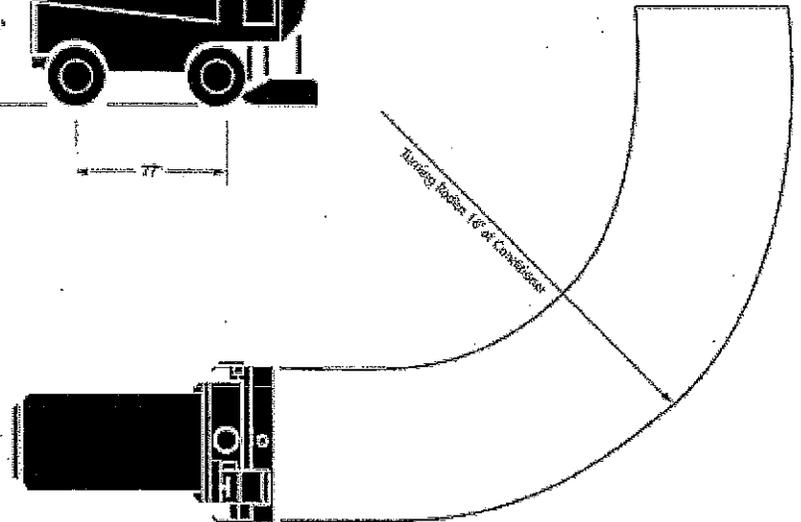
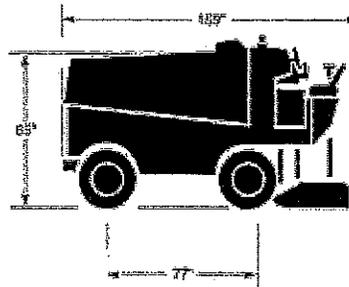
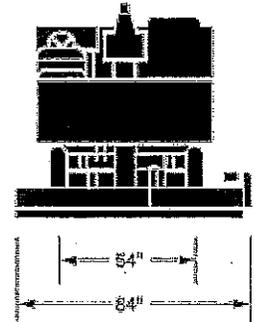
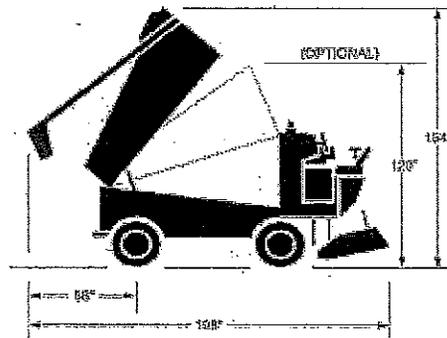
Turning Radius

At Conditioner	4.86 m	(16 ft.)
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Shaving Blade	1.27 x 12.7 x 195.6 cm	
	1/2 in. x 5 in. x 77 in.	

Vehicle Weight

Empty	2912 kg	(6420 lb.)
w/Water	3910 kg	(8620 lb.)



Engine Specifications/Features

Certified CARB SI Tier 3/EPA SI Tier 2 Kubota® 1.6 L engine

Four cylinder dual overhead cam, liquid cooled, 50 HP

Powerful and efficient.

Load sensing fuel governor enables true "hands-free" operation by driver.

ZAMBONI

Zamboni USA

Frank J. Zamboni & Co., Inc.

15714 Colorado Ave., Paramount, CA USA 90723-4211

Phone (562) 633-0751 Fax (562) 633-9365

Zamboni Canada / Europe

Zamboni Company Ltd.

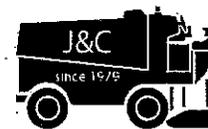
38 Morton Ave. East, Box 1388, Brantford, ON Canada N3T 5T6

Phone (519) 758-5000 Fax (519) 758-0500

www.zamboni.com

This brochure has been prepared only as a general guide for the customer. Every effort has been made to assure that the information is correct at the time of its printing. Some features described or shown may be optional at extra cost and prices, colors, materials, specifications and models are subject to change. Some options are required in combination with other options. ZAMBONI and the configuration of the Zamboni ice resurfacing machine are registered trademarks of Frank J. Zamboni & Co., Inc. ©Zamboni 2013.

This brochure is a PDF internet version posted on our website for reference only. The Zamboni Company assumes no responsibility for its content or use. For product and sales information, please contact the Zamboni Company.



(P) 973-584-0071

(F) 973-584-6948

www.jandcice.com

ZAMBONI
AUTHORIZED DEALER

J & C ICE TECHNOLOGIES INC.
180 Gold Mine Road – Unit 5, Flanders, NEW JERSEY 07836
PHONE 973-584-0071 FAX 973-584-6948

Zamboni Sales and Parts
Megola Physical Water Treatment
Hartindo Fire Inhibitor Products

3/6/2015

City of Jersey City
via email: ortizh@jcnj.org

Thank you for your interest in the Zamboni® Ice Resurfacer. J&C Ice Technologies is pleased to present you with the following price quote you requested along with the technical details of the machine and a description of the available options.

The quoted price includes the most commonly requested options (or those specifically requested) along with a listing (and prices) for all the available options. Since each Zamboni® Ice Resurfacer is built to order, any component may be added or removed from the machine to meet the needs of your facility. Please feel free to contact us if you would like to discuss any of these options or how they would benefit your facility.

We thank you for the opportunity to provide this quote to your rink and look forward to working with you in the future to provide your facility with a new Zamboni® Ice Resurfacer.

Sincerely,

James Nafus
J&C Ice Technologies, Inc.
973-584-0071
jim@jandcice.com
www.jandcice.com

J & C ICE TECHNOLOGIES INC.

180 Gold Mine Road – Unit 5, Flanders, NEW JERSEY 07836

PHONE 973-584-0071 FAX 973-584-6948

Zamboni Sales and Parts
Megola Physical Water Treatment
Hartindo Fire Inhibitor Products

Date: 3/6/2015

Name: City of Jersey City

Address via email: ortizh@jcnj.org
City/State/Zip

PROPOSAL

Model: Zamboni 546

Quantity: One (1)

Capacity: Full Size

- **Snow tank**
 - 100 Cubic Feet (actual volume)
 - 120 Cubic Feet (compacted)
- **Ice Making Water Tank**
 - Constructed of High Density Polyethylene
 - 200 U.S. gallons
- **Wash Water System (optional)**
 - Constructed of High Density Polyethylene
 - 82 U.S. gallons
- **Total Water Capacity: 282 U.S. gallons**

ENGINE: Kubota 1.6 Litre

- Four cylinder, 57HP, 16 valve double overhead cam, 88 ft. lbs of torque, hydraulic valve lifters, liquid cooled
- Timing belt with automatic belt tensioners, 5 main bearings, full-flow oil filter system for long life and ease of maintenance
- Advanced electronic ignition system
- Meets or exceeds CARB/EPA 2012 Standards
- Available in LPG or Gasoline powered
- Load sensing electronic governor enables true "hands-free" operation by driver
- On-board engine diagnostic system with fault code readout via dash lamp or diagnostic computer
- Automatic safety shutdowns
- Engine is approved for propane use by Kubota

CONDITIONER:

- Zamboni Ice Resurfacers have a well-deserved reputation for producing the finest sheet of ice, even after many years of being in use.
- A unique and patented design of spring and hydraulic down pressure is used for superior shaving results.
- Performance will continue for the life of the machine by using replaceable bushings and springs.
- New bearing mount design allows for easier access for service and replacement.

HUMAN ENGINEERING:

- The operation of the 546 is very simple. The operator sets the engine speed with the "hands-free" governor and drives the machine with a foot control. However, unlike an automotive transmission, the 545 will provide full power and speed to the augers at all times, even while slowing for corners. And, the 546 will ensure the snow tank is compacted and completely filled.
- Speed is controlled by the single foot pedal equipped with a "dead-man" safety feature to dynamically brake the vehicle to a stop if the operator's foot leaves the pedal.
- Operator compartment ergonomically designed including steering wheel with spinner knob.
- Engine and hydraulic compartment is easily accessed through both side doors for daily maintenance checks, even with the snow tank down.
- Wiring and looms are well routed and protected. Wires are individually labeled for easier service and trouble-shooting.

FACILITY ENGINEERING:

- Zamboni Ice Resurfacers offer unparalleled shaving and snow conveyor performance. A quality sheet of ice is among the arena's primary selling features.
- Zamboni has the tightest turning radius in the industry, enabling operators to resurface deeper into their corners.
- The snow tank on the 546 is designed in an enlarged package with a flat bottom and sides. This gives the 546 a low front-dumping height. This is important for both dumping indoors as well as outdoors in adverse conditions.
- Our unique engine and hydrostatic transmission enables the 546 to use a smaller, more efficient engine and which provides significant fuel savings.
- Industry Reports have recommended that arena ventilation be determined by horsepower of the ice resurfer, which is over half of larger engines used in the competitor's machine. This can translate to considerable energy and facility savings.

MANUFACTURERS STATEMENT:

- The 546 is proudly designed and manufactured by Frank J. Zamboni & Co., Inc., in the United States of America.

WARRANTY:

- Twenty four (24) months or 2,000 hours, parts replacement only.

SAFETY STANDARDS:

- The 546 is engineered to meet or exceed O.S.H.A. and A.N.S.I. safety labeling requirements.

TRANSMISSION:**Sauer-Danfoss Hydrostatic Pump and Motor**

- Continuously variable pump and motor and axial piston-type and offer volumetric efficiencies as high as 95%
- Maximum drawbar pull even at low speeds and full hydro dynamic braking
- Allows the use of a smaller and more efficient engine while still providing superior on-ice power
- Hydrostat enables the conveyor augers to operate at full speed, regardless of vehicle speed, even when slowing for corners.

DRIVETRAIN:**Dana/Spicer Axles**

Model 44 Front-rated 4,300 lb

Model 60 Rear-rated 6,400 lb

- Rear axle is a rigid full-float design.
- Because the 546 uses Spicer/Dana axles that are optimized for our chassis, we offer the industry's highest manufacturer approved axle capacities.
- Our chassis/axle combination is the key to the Zamboni having a turning radius of 16 feet. This is a full 3 feet tighter than most other machines.

Hub City Transfer Case

- Rugged cast iron housing for rigid gear and bearing support. Heat-treated alloy steel gears are helical cut for greater strength and lower noise.
- Hydrostatic motor is wet-mounted too housing for long shaft life.

Chassis

- 2" x 5" structural steel tubing for high strength and long service

HYDRAULICS**Sauer-Danfoss Turolla Pump and Permco Motors**

- High efficiency gear type double pump has separate pump sections for vertical and horizontal augers for the best conveyor performance in the industry. Priority flow divider provides steering circuit.
- Pump is directly mounted to the engine for trouble free service. No belts or pulleys.
- Motors are high efficiency gear type with cast-iron bodies and case drain.
- Hydrostatic transmission features loop flushing which provides fresh fluid from tank to hydrostat for enhanced performance and cooler operating temperature.

Filtration and Tank

- Two hydraulic filters, (1) 20 micron return line and (1) 10 micron hydrostatic charge loop, ensure a clean environment for all hydraulic components.
- Large 21 gallon tank enhances hydraulic fluid travel to rid the oil of entrapped air and increase heat dissipation.

**SNOW TANK
AND AUGERS:**

- Large snow capacity and a tank design that provides all areas of the tank to be completely filled, even the top rear corners.
- The 546's snow tank incorporates a smooth bottom and sides, allowing for the snow to slide out with the least amount of residue and a much lower height.
- Both 10 inch large diameter augers are double-flighted to ensure good performance even during heavy shaving, and the augers are Teflon coated for durability.
- Horizontal and vertical augers can reverse direction.

Bid Proposal For: City of Jersey City

<i>Description</i>	<i>Price</i>
Base Price - Model 546	\$83,700.00
Includes:	
Gasoline Carburation	
3-Way Catalytic Converter	
Lambda Fuel Management System	
Black Powder Coated Conditioner	
Poly Runner for Conditioner	
Snow Tank Window	
Chrome Wheels	
Parking Brake	
Wash Water System	\$4,585.00
Hydraulic Oil Cooler	\$940.00
Board Brush	\$5,460.00
Water Level Sight Gauge	\$260.00
Backup Alarm	\$465.00
Shipping	\$3,900.00
NJPA Membership Discount	(\$2,862.30)

Total Price for the Above Items \$96,447.70

Items below can be added at an additional cost (per machine)

<i>Description</i>	<i>Price</i>	<i>Description</i>	<i>Price</i>
LPG Carburation (includes LPG Low Fuel Light)	\$1,240.00	Electronic Water Level Sight Gauge	\$465.00
Galvanized Conditioner	\$1,000.00	Stainless Steel Ice Making Water Discharge Pipe	\$375.00
Tire Wash System	\$1,325.00	Snow Tank Light	\$340.00
Wash Water Transfer System	\$475.00	Automatic Snow Breaker System	\$1,665.00
Snow Melting System	\$1,250.00	Advertisement Racks	\$795.00
Advanced Watering System	\$4,925.00	Laser Leveling System	\$21,500.00
Plastic Snow Tank Bottom Liner	\$395.00	Conti Blade Changer Device	\$2,495.00
Magnetic Blade Guard	\$130.00	Viscous Coupling Driveline	\$1,575.00
Zamboni 10.5 HP Power Edger (Rope Start)	\$3,725.00	Zamboni 10.5 HP Power Edger (Electric Start)	\$4,225.00
Zamboni Battery Power Edger	\$6,725.00	Zamboni Corded Electric Edger (Choice of 240V or 480V) AND 250' cord/GFCI	\$5,125.00
SENSIDYNE Air Quality Test Kit (Pump)	\$789.00	VISA Electronic CO/NO2 Detector	\$650.00
Extra Blades	\$260.00		

All new Zambonis also come with 2 blades, spare tire and wheel, extra impeller, tool kit, touch-up paint, operation video, Zamboni manual, and an on-site visit for machine orientation.

FOB: Paramount, CA

Terms: \$25,000.00 non-refundable deposit (per ice resurfacer) or municipal purchase order is due at the time of ordering and balance due at time of delivery.
Pricing is firm for 30 days from the date of the proposal.
Pricing does not include any applicable sales tax.

Thank You,


James Nafus, Jr.

3 / 6 / 2015

Date

Order Accepted By:

Signature

Printed Name

Date

Any modifications/changes to this printed proposal will not be honored. Please contact J&C to discuss any changes and to have a new proposal created. By signing this proposal, the customer enters into a binding contract for the materials printed above upon the terms set forth in this document.

Page 1 of 1

Quote #: 610

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

City Clerk File No. Res. 14.538

Agenda No. 10.Y

Approved: AUG 20 2014

TITLE:



NJPA

RESOLUTION AUTHORIZING MEMBER PARTICIPATION IN THE NATIONAL JOINT POWERS ALLIANCE (NJPA) COOPERATIVE PURCHASING SYSTEM

COUNCIL offered and moved adoption of the following resolution:

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

WHEREAS, the National Joint Powers Alliance (NJPA) is a nationally-recognized and accepted cooperative purchasing agreement that was developed utilizing a competitive bidding process; and

WHEREAS, the National Joint Powers Alliance (NJPA) has offered the City of Jersey City (City) the opportunity to participate in a Cooperative Purchasing System for the purchase of goods and services; and

WHEREAS, the City desires to join the National Joint Powers Alliance Cooperative Purchasing System to purchase goods and/or services, to make the procurement process more efficient and to provide cost savings to the City;

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

1. The Mayor or Business Administrator is authorized to execute the agreement attached hereto to participate in the National Joint Powers Alliance Cooperative Purchasing System; and
2. The City of Jersey City shall ensure that the goods and/or services procured through the system comply with all applicable laws of the State of New Jersey, Local Public Contracts Law N.J.S.A. 40A:11-1 et seq. and all other provisions of the revised statutes of the State of New Jersey.

APPROVED:  8/18/14

APPROVED AS TO LEGAL FORM

APPROVED: _____
Business Administrator

Corporation Counsel

Certification Required

Not Required

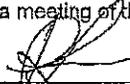
APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
				AUG 20 14							
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMANN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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


Rolando R. Lavarro, Jr., President of Council


Robert Byrne, City Clerk

NJPA AWARDED CONTRACT



NJPA VENDOR CONTRACT SUMMARY – Zamboni Ice Re-Surfacing

DATE April 24, 2013	RFP # 022113
AWARDED CONTRACT NUMBER <div style="text-align: center; font-weight: bold; font-size: 1.2em;">022113-FZC</div>	NJPA RFP TITLE & CATEGORY Playground and Recreation Related Equipment, Accessories, and Supplies
CONTRACT PERIOD April 24, 2013 through April 23, 2017	PRICING MODEL Line item pricing
DESCRIPTION Zamboni Ice Re-Surfacing Equipment	
VENDOR NAME AND ADDRESS Frank J. Zamboni & Co. Inc. 15714 Colorado Ave Paramount, CA 90723	VENDOR CONTACT Doug Peters (562) 633-0751 doug@zamboni.com

NJPA CONTRACTS CONSIST OF THE FOLLOWING DOCUMENTS Section 2.6" Contract" as used herein shall mean cumulative documentation consisting of this RFP, fully executed forms C, D, F & P from the Proposer's response pursuant to this RFP, and form E, the "Acceptance and Award" with final terms and conditions. <ul style="list-style-type: none"> • Request for Proposal (RFP) • Bid Acceptance and Award • Bidder's Response and Pricing - Available upon request from the NJPA Contract Manager 	RELATED CONTRACT DOCUMENTATION Bid Evaluation Bid Comment & Review Bid Opening Witness Page Affidavit of Advertisement Board Minutes
DOCUMENTATION OF CONTRACT MAINTENANCE •	ADDITIONAL INFORMATION: •

NJPA INFORMATION

NJPA CONTACT Jeremy Schwartz	TITLE NJPA Contract Manager
PHONE 218-894-5488	EMAIL Jeremy.schwartz@njpacoop.org
ADDRESS 202 12th Street NE, P.O. Box 219, Staples, MN 56479	WEBSITE www.njpacoop.org

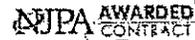
National Joint Powers Alliance®

Contract Purchasing Department

Home > National Cooperative Contract Solutions > Contracts - General > Athletic Surfaces & Equipment, Ice Arenas & Event Seating > Zamboni Company



Zamboni Company



[Overview](#)

[Contract Documentation](#)

[Pricing](#)

[Marketing Materials](#)

[NJPA Contact Information](#)

HOW TO PURCHASE

Our step-by-step guide 

Vendor Contact Info

Doug Peters
Direct Phone: 800-926-2664
doug@zamboni.com
www.zamboni.com

Contract: 022113-KZC

Category: Athletic Surfaces & Equipment, Ice Arenas & Event Seating

Description: Zamboni Ice Resurficers

Maturity Date: 04/23/2017

Leadership and dedication to providing the finest possible ice resurfacing machines has resulted in making Zamboni the overwhelming choice of ice makers throughout the world. For over 60 years Zamboni has led the skating industry in innovation, dependability, value and time proven performance. Zamboni is looking forward to offering our products through the NJPA organization, offering more value to our customers with the NJPA discount.

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AUTHORIZING STATE STATUTES - New Jersey

ProcureSource

Select to View Other State/Territory Statutes: [Back to State Statutes Map](#)

State of New Jersey Statutes

Title 52 State Government, Departments and Officers

Chapter 52:34-6.2 Cooperative purchasing agreements with other states for purchase of goods, services; rules, regulations Section 7

a. Notwithstanding the provisions of any other law to the contrary except the provisions of R.S.30:4-95, and as an alternative to the procedures concerning the awarding of public contracts provided in P.L.1954, c.46 (C.52:34-6 et seq.), the Director of the Division of Purchase and Property in the Department of the Treasury may enter into cooperative purchasing agreements with one or more other states, or political subdivisions thereof, for the purchase of goods and services. A cooperative purchasing agreement shall allow the jurisdictions which are parties thereto to standardize and combine their requirements for the purchase of a particular good or service into a single contract solicitation which shall be competitively bid and awarded by one of the jurisdictions on behalf of jurisdictions participating in the contract.

b. (1) The director may elect to purchase goods or services through a contract awarded pursuant to a cooperative purchasing agreement whenever the director determines this to be the most cost-effective method of procurement. Prior to entering into any contract to be awarded or already awarded through a cooperative purchasing agreement, the director shall review and approve the specifications and proposed terms and conditions of the contract.

(2) The director may also elect to purchase goods or services through a contract awarded pursuant to a nationally-recognized and accepted cooperative purchasing agreement that has been developed utilizing a competitive bidding process, in which other states participate, whenever the director determines this to be the most cost-effective method of procurement. Prior to entering into any contract to be awarded through a nationally-recognized and accepted cooperative purchasing agreement that has been developed utilizing a competitive bidding process, the director shall review and approve the specifications and proposed terms and conditions of the contract.

(3) Notwithstanding any other law to the contrary, any contracting unit authorized to purchase goods, or to contract for services, may make purchases and contract for services through the use of a nationally-recognized and accepted cooperative purchasing agreement that has been developed utilizing a competitive bidding process by another contracting unit within the State of New Jersey, or within any other state, when available. Prior to making purchases or contracting for services, the contracting unit shall determine that the use of the cooperative purchasing agreement shall result in cost savings after all factors, including charges for service, material, and delivery, have been considered.

For purposes of this paragraph, "contracting unit" means any county, municipality, special district, school district, fire district, or any board, commission, committee, authority or agency, which is not a State board, commission, committee, authority or agency, and which has administrative jurisdiction over any district, included or operating in whole or in part, within the territorial boundaries of any county or municipality which exercises functions which are appropriate for the exercise by one or more units of local government, and which has statutory power to make purchases and enter into contracts awarded by a contracting agent for the provision or performance of goods or services.

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ANNUAL RENEWAL OF AGREEMENT

Made by and Between

Frank J. Zamboni & Co. Inc. (Vendor)
15714 Colorado Avenue
Paramount, CA 90723

and

National Joint Powers Alliance® (NJPA)
202 12th Street NE
Staples, MN 56479
Phone: (218) 894-1930

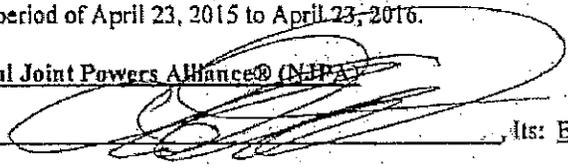
Whereas:

"Vendor" and "NJPA" have entered into an "Acceptance and Award #022113-FZC" for the procurement of Playground and Recreation Related Equipment, Accessories and Supplies, and having a maturity date of April 23, 2017, and which are subject to annual renewals at the option of both parties.

Now therefore:

"Vendor" and "NJPA" hereby desire and agree to extend and renew the above defined contract for the period of April 23, 2015 to April 23, 2016.

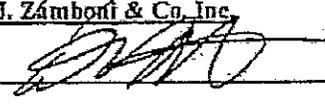
National Joint Powers Alliance® (NJPA)

By:  Its: Executive Director/CEO

Name printed or typed: Chad Colette

Date: 2/2/15

Frank J. Zamboni & Co. Inc.

By:  Its: REGIONAL SALES MANAGER

Name printed or typed: DOUG PETRUS

Date: 2-2-15

If you do not desire to extend contract, please sign below and return this agreement.
Discontinue: We desire to discontinue the contract.

Signature: _____ Date: _____

Patricia Vega

From: Raymond Reddington
Sent: Friday, March 13, 2015 1:40 PM
To: Patricia Vega
Subject: RE: BRC (manufacturer & reseller)

You need the BRC for the entity that the City is awarding the contract to.

From: Patricia Vega
Sent: Friday, March 13, 2015 1:25 PM
To: Raymond Reddington
Subject: BRC (manufacturer & reseller)

Hi Ray,

I'm working on a req/po/reso for the purchase of an ice resurfacer. J&C Ice Tech is the sole & authorized reseller/dealer in NJ.

The manufacturer is in California. Do we need to collect their brc as well?

Thanks

Patricia M Vega
Principal Buyer, RPPO, RPPS
Division of Purchasing
394 Central Avenue, 2nd Fl.
Jersey City, NJ 07307

VegaP@jcnj.org
Direct: 201.547.4278/Fax:6585
<http://www.cityofjerseycity.com/administration.aspx?id=1098>

The greatest achievement is not never falling, but rising again after you fall - Vince Lombardi



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: J & C ICE TECH, INC.
Trade Name:
Address: 5 LAUREL DR STE 4 W MORRIS IND PK
FLANDERS, NJ 07836-4701
Certificate Number: 0102051
Effective Date: April 27, 1993
Date of Issuance: March 13, 2015

For Office Use Only:

20150313131016126



Contract Acceptance and Award

(To be completed only by NJPA)

NJPA 022113 PLAYGROUND AND RECREATION RELATED EQUIPMENT, ACCESSORIES, AND SUPPLIES

Frank J. Zamboni & Co, Inc.
Proposer's full legal name

Your proposal is hereby accepted and awarded. As an awarded Proposer, you are now bound to provide the defined product/equipment and services contained in your proposal offering according to all terms, conditions, and pricing set forth in this RFP, any amendments to this RFP, your Response, and any exceptions accepted or rejected by NJPA on Form C.

The effective date of the Contract will be April 23, 2013 and continue for four years thereafter AND which is subject to annual renewal at the option of both parties. This contract has the consideration of an optional fifth year renewal option at the discretion NJPA

National Joint Powers Alliance (NJPA)

NJPA Authorized signature: Susan Nanik NIPA Executive Director Susan Nanik (Name printed or typed)

Awarded this 24 April of 2013 NJPA Contract Number # 022113-FZC

NJPA Authorized signature: Scott Vernon NIPA Board Member Scott Vernon (Name printed or typed)

Executed this 24 April of 2013 NJPA Contract Number # 022113-FZC

Proposer hereby accepts contract award including all accepted exceptions and NJPA clarifications identified on FORM C.

Vendor Name FRANK J. ZAMBONI & CO INC

Vendor Authorized signature: [Signature] DOUG PEREAS (Name printed or typed)

Title: REGIONAL SALES MANAGER

Executed this 4-26 day of 2013 NJPA Contract Number # 022113-FZC

Formal Offering of Proposal
(To be completed Only by Proposer)



PLAYGROUND AND RECREATION RELATED EQUIPMENT, ACCESSORIES, AND SUPPLIES.

In compliance with the Request for proposal (RFP) for "PLAYGROUND AND RECREATION RELATED EQUIPMENT, ACCESSORIES, AND SUPPLIES", the undersigned warrants that I/we have examined this RFP and, being familiar with all of the instructions, terms and conditions, general specifications, expectations, technical specifications, service expectations and any special terms, do hereby propose, fully commit and agree to furnish the defined equipment/products and related services in full compliance with all terms, conditions of this RFP, any applicable amendments of this RFP, and all Proposer's Response documentation. Proposer further understands they accept the full responsibility as the sole source of responsibility of the proposed response herein and that the performance of any sub-contractors employed by the Proposer in fulfillment of this proposal is the sole responsibility of the Proposer.

Company Name: Frank J. Zamboni & Co. Inc. Date: 2/14/13

Company Address: 15714 Colorado Ave.

City: Paramount State: CA Zip: 90723

Contact Person: Doug Peters Title: Regional Sales Manager

Authorized Signature (ink only):  Doug Peters
(Name printed or typed)



National Joint Powers Alliance® (herein NJPA) REQUEST FOR PROPOSAL (herein RFP)

for the procurement of

PLAYGROUND AND RECREATION RELATED EQUIPMENT, ACCESSORIES, AND SUPPLIES

RFP Opening

February 21, 2013

8:00 A.M. Central Time

At the offices of the

National Joint Powers Alliance®

202 12th Street Northeast, Staples, MN 56479

RFP #022113

The National Joint Powers Alliance® (NJPA), on behalf of NJPA and its current and potential Member agencies to include all Government, Higher Education, K12 Education, Non-Profit, and all other Public Agencies located nationally in all fifty states and potentially internationally, issues this Request For Proposal (RFP) to result in a national contract solution for the procurement of PLAYGROUND AND RECREATION RELATED EQUIPMENT, ACCESSORIES, AND SUPPLIES. Details of this RFP are available beginning January 9, 2013 and continuing until January 25, 2013. Details may be obtained by letter of request to Gregg Meierhofer, NJPA, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479, or by e-mail at RFP@njpacoop.org. Proposals will be received until February 20, 2013 at 4:30 p.m. Central Time at the above address and opened February 21, 2013 at 8:00 A.M. Central Time.

RFP Timeline

January 9, 2013

Publication of RFP in the print and online Minneapolis Star Tribune, in the print and online Daily Journal of Commerce within the State of Oregon, the NJPA website, and on the website of noticetobidders.com

January 25, 2013

Deadline for RFP requests

January 29, 2013

Pre-Proposal Conference (webcast – conference call - Connection info sent to all inquirers two business days prior to the event)

10:00 A.M. Central Time

February 20, 2013

Deadline for Submission of Proposals

4:30 P.M. Central Time

February 21, 2013

Public Opening of Proposals

8:00 A.M. Central Time

Direct questions regarding this RFP to:

Gregg Meierhofer at gregg.meierhofer@njpacoop.org or (218)894-1930

Methods and guidelines for submitting questions are detailed within the body of this document.

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1.13 Exclusive or Multiple Awards: Based on the goals and scope of this RFP, NJPA is requesting responders to demonstrate their ability to serve the needs of NJPA's national membership. It is NJPA's intent and desire to award a contract to a single exclusive Vendor to serve our membership's needs. To meet the goals of this RFP, NJPA reserves the right to award a Contract to multiple Proposers where the result of the responding Proposers justifies a multiple award and multiple contracts are deemed to be in the best interests of NJPA Member agencies.

E. SCOPE OF THIS RFP

1.14 The scope, goal and intent of this RFP is to award a contract to a qualifying vendor defined as a manufacturer, provider, or dealer/distributor, established as a Proposer, and deemed responsive through our open and competitive proposal process. Vendors will be awarded contracts based on the proposal and responders demonstrated ability to meet the expectations of the RFP and demonstrate the overall highest valued solutions which meet and/or exceed the current and future needs and requirements of NJPA and its Member agencies nationally within the scope of **PLAYGROUND AND RECREATION RELATED EQUIPMENT, ACCESSORIES, AND SUPPLIES**. Qualifying Proposers who are able to anticipate the current and future needs and requirements of NJPA and NJPA member agencies; demonstrate the knowledge of any and all applicable industry standards, laws and regulations; and possess the willingness and ability to distribute, market to and service NJPA Members in all 50 states are preferred. NJPA requests proposers submit their entire product line as it applies and relates to the scope of this RFP. All proposals deemed responsive will be evaluated based on their ability to provide the overall highest value to NJPA and NJPA Member agencies. One of the measures of overall highest value will be the proposed breadth and depth of products and services.

1.15 Best and Most Responsive – Responsible Proposer: It is the intent of NJPA to award a Contract to the best and most responsible and responsive Proposer(s) offering the best overall quality and selection of equipment/products and services meeting the commonly requested specifications of the NJPA and NJPA Members, provided the Proposer's Response has been submitted in accordance with the requirements of this RFP.

1.16 Sealed Proposals: NJPA will receive sealed proposal responses to this RFP in accordance with accepted standards set forth in the Minnesota Procurement Code and Uniform Municipal Contracting Law. Awards may be made to responsible and responsive Proposers whose proposals are determined in writing to be the most advantageous to NJPA and its current or qualifying future NJPA Member agencies.

1.17 Use of Contract: Any Contract resulting from this solicitation shall be awarded with the understanding that it is for the sole convenience of NJPA and its Members. NJPA and/or its members reserve the right to obtain like product/equipment and services solely from this Contract or from another contract source of their choice or from a contract resulting from their own procurement process.

1.18 NJPA's interest in a contract resulting from this RFP: Notwithstanding its own use, to the extent NJPA issues this RFP and any resulting contract for the use of its Members, NJPA's interests and liability for said use shall be limited to the competitive proposal process performed and terms and conditions relating to said contract and shall not extend to the products, services, or warranties of the Awarded Vendor or the intended or unintended effects of the product/equipment and services procured there from.

1.19 Awarded Vendor's interest in a contract resulting from this RFP: Awarded Vendors will be able to offer to NJPA, and current and potential NJPA Members, only those products/equipment and services specifically awarded on their NJPA Awarded Contract(s). Awarded Vendors may not offer as "contract compliant", products/equipment and services which are not specifically identified and priced in their NJPA Awarded Contract.

1.20 Sole Source of Responsibility- NJPA desires a "Sole Source of Responsibility" Vendor meaning the Vendor will take sole responsibility for the performance of delivered products/services. NJPA also desires sole responsibility with regard to:

1.20.1 Scope of Products/Services: NJPA desires a provider for the broadest possible scope of products/equipment and services being proposed over the largest possible geographic area and to the largest possible cross-section of NJPA current and potential Members.

1.20.2 Vendor use of sub-contractors in sourcing or delivering product/equipment and services: NJPA desires a single source of responsibility for equipment/products and services proposed. Proposers are assumed to have sub-contractor relationships with all organizations and individuals whom are external to the Proposer and are involved in providing or delivering the product/equipment and services being proposed. Vendor assumes all responsibility for the equipment/products and services and actions of any such Sub-Contractor.

1.21 Additional Definitions for the scope of this solicitation.

1.21.1 In addition to **PLAYGROUND AND RECREATION RELATED EQUIPMENT, ACCESSORIES, AND SUPPLIES**, this solicitation should be read to include, but not limited to:

1.21.1.1 N/A

1.21.2 NJPA reserves the right to limit the scope of this solicitation for NJPA and current and potential NJPA member agencies.

1.22 Suggested Solutions Options

1.22.1 All potential Proposers are assumed to be professionals in their respective fields. As professionals you are deemed to be intimately familiar with the spectrum of NJPA and NJPA Members' needs and requirements with respect to the scope of this RFP.

1.22.2 With this intimate knowledge of NJPA and NJPA Members' needs, Proposers are instructed to provide their proposal response in a format describing their solutions to those current and future needs and requirements. Proposers should take care to be economical in their response to this RFP.

1.22.3 Multiple solutions to the needs of NJPA and NJPA Members are possible. **Examples could include:**

1.22.3.1 Equipment/Products Only Solution: Equipment/products Only Solution may be appropriate for situations where NJPA or NJPA Members possess the ability, either in-house or through local third party contractors, to properly install and bring to operation those equipment/products being proposed.

1.22.3.2 Turn-Key Solutions: A Turn-Key Solution is a combination of equipment/products and services which provides a single price for equipment/products, delivery, and installation to a properly operating status. Generally this is the most desirable solution as NJPA and NJPA Members may not possess, or desire to engage, personnel with the necessary expertise to complete these tasks internally or through other independent contractors

1.22.3.3 Good, Better, Best: Where appropriate and properly identified, Proposers are invited to offer the CHOICE of good – better – best multiple grade solutions to NJPA and NJPA Members' needs.

1.22.3.4 Proven – Accepted – Leading Edge Technology: Where appropriate and properly identified, Proposers are invited to provide an appropriate identified spectrum of technology solutions to compliment or enhance the functionality of the proposed solutions to NJPA and NJPA Members’ needs both now and into the future.

1.23 Overlap of Scope:

1.23.1 When considering equipment, products, or groups of product/equipment and services submitted as a part of your response, and whether inclusion of such will fall within a “Scope of Proposal”, please consider the validity of an inverse statement.

- For example, pencils and post-it-notes can generally be classified as office supplies and office supplies generally include pencils and post-it-notes.
- In contrast, computers (PCs and peripherals) can generally be considered office supplies; however, the scope of office supplies does not generally include computer servers and infrastructure.
- In conclusion: With this in mind, individual products and services must be examined individually by NJPA, from time to time and in its sole discretion, to determine their compliance and fall within the original “Scope” as intended by NJPA.

1.24 Geographic Area to be Proposed: This RFP invites proposals to provide **PLAYGROUND AND RECREATION RELATED EQUIPMENT, ACCESSORIES, AND SUPPLIES** to NJPA and NJPA Members throughout the entire United States and possibly internationally. Proposers will be expected to express willingness to explore service to NJPA Members located abroad; however the lack of ability to serve Members outside of the United States will not be cause for non-award. The ability and willingness to serve Canada, for instance, will be viewed as a value-added attribute.

1.25 Manufacturer as a Proposer: If the Proposer is a Manufacturer or wholesale distributor, the response received will be evaluated on the basis of a response made in conjunction with that Manufacturer’s authorized Dealer Network. Unless stated otherwise, a Manufacturer or wholesale distributor Proposer is assumed to have a documented relationship with their Dealer Network where that Dealer Network is informed of, and authorized to accept, purchase orders pursuant to any Contract resulting from this RFP on behalf of the Manufacturer or wholesale distributor Proposer. Any such dealer will be considered a sub-contractor of the Proposer/Vendor. The relationship between the Manufacturer and wholesale distributor Proposer and its Dealer Network may be proposed at the time of the proposed submission if that fact is properly identified.

1.26 Dealer/Re-seller as a Proposer: If the Proposer is a dealer or re-seller of the products and/or services being proposed, the response will be evaluated based on the Proposer’s authorization to provide those products and services from their manufacturer. Where appropriate, Proposers must document their authority to offer those products and/or services.

1.27 Contract Term: At NJPA’s option a contract resulting from this RFP will become effective either; 1) The date awarded by the NJPA Board of Directors, or 2) The day following the expiration date of an existing NJPA procurement contract for the same or similar product/equipment and services.

1.27.1 NJPA is seeking a Contract base term of four years subject to annual renewals as allowed by Minnesota Contracting Law. Full term is expected, however will only occur through successful annual renewals. One additional one-year renewal-extension may be offered by NJPA to Vendor beyond the original four year term if NJPA deems such action to be in the best interests of NJPA and its Members.

**EQUAL EMPLOYMENT OPPORTUNITY (EEO)/
AFFIRMATIVE ACTION (AA) REQUIREMENTS**
FOR GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

Questions in reference to EEO/AA requirements for Goods,
Professional Service and General Service Contracts should be
directed to:

Jeana F. Abuan
EEO/AA Officer, P.A.C.O.
Department of Administration
Office of EEO/AA
280 Grove Street Room-103
Jersey City NJ 07302
Tel. # 201-547-4533
Fax# 201-547-5088
E-Mail Address: abuanj@jcnj.org

(REVISED 4/13)

EXHIBIT A
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)
N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

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

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

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

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

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

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

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): James Nafus, Sales Manager

Representative's Signature: _____

Name of Company: J&C Ice Tech, Inc.

Tel. No.: 973-584-0071

Date: 3/13/15

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

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

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

Business Name: J&C Ice Tech, Inc.

Address: 180 Gold Mine Road - Unit 5, Flanders, NJ 07836

Telephone No. : 973-584-0071

Contact Name: James Nafus

Please check applicable category:

<input type="checkbox"/> Minority Owned Business (MBE)	<input type="checkbox"/> Minority & Woman Owned Business (MWBE)
<input type="checkbox"/> Woman Owned business (WBE)	<input checked="" type="checkbox"/> Neither

**Definitions
Minority Business Enterprise**

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

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

Woman Business Enterprise

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

DIVISION OF PURCHASING COPY

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

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

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

Business Name : J&C Ice Tech, Inc.
Address : 180 Gold Mine Road - Unit 5, Flanders, NJ 07836
Telephone No. : 973-584-0071
Contact Name : James Nafus

Please check applicable category :

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

Definitions

Minority Business Enterprise

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

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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 _____ 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.

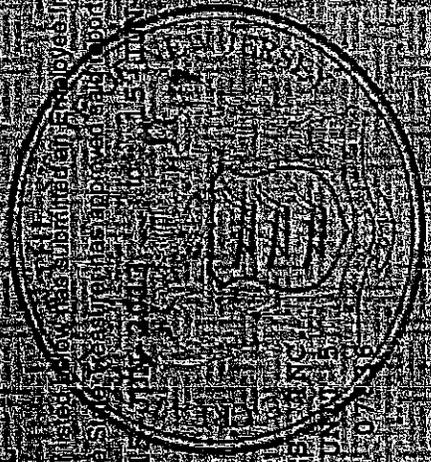
Representative's Name/Title Print: James Nafus, Sales Manager
Representative's Signature: _____
Name of Company: J&C Ice Tech Inc.
Tel. No.: 973-584-0071 Date: 3/13/15

Certification 11/29/11

CERTIFICATE OF EMPLOYEE INFORMATION REPORT

RENEWAL

This is to certify that the information listed below has submitted in Employee Information Report pursuant to
M.A.C. 3301.27 and the Secretary of State has approved said report. This approval will remain in
effect for the period of 15 months to 15 months 2020



STATE OF MICHIGAN
180 GOLD MINE ROAD
STANDISH MI 49782
No. 078286

Andrew P. Stelmach, Esq.
State Treasurer

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

City Clerk File No. Res. 15.242

Agenda No. 10.Q

Approved: APR 08 2015

TITLE:



RESOLUTION AUTHORIZING AWARD OF CONTRACT TO MOTOROLA FOR THE PURCHASE AND INSTALLATION OF RADIO DISPATCH CONSOLES UNDER STATE CONTRACT FOR THE OFFICE OF EMERGENCY MANAGEMENT AND HOMELAND SECURITY FUNDED THROUGH FY-14 URBAN AREA SECURITY INITIATIVE GRANT (UASI)

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, three (3) MIP5000 VOIP Radio Dispatch Consoles are needed for Emergency Services. Two (2) will be connected to the existing mobile radios in the OEM command bus vehicle. The third will be connected at a workstation at the Summit Avenue OEM location. These consoles interface with trunked or conventional systems and works in parallel with existing consoles to serve as a backup, or to facilitate migration from current equipment; 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 \$36,000.00; and

WHEREAS, Motorola, 5 Paragon Drive, Suite 200, Montvale, New Jersey 07645 is in possession of State Contract No. A83909, submitted a proposal in the amount of Forty Seven Thousand, Eighty Six Dollars and Twenty Cents (\$47,086.20), for three (3) MIP5000 VOIP Radio Dispatch Consoles; and

WHEREAS, funding this purchase is an allowable expense under the FY-14 Department of Homeland Security Urban Area Security Initiative at no expense to the City of Jersey City; and

WHEREAS, funds are available for this contract in the UASI FY-14 Federal & State Grant Fund:

Account	P.O. #	State Contract	Total Contract
02-213-40-472-314	116729	A83909	\$47,086.20

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

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

1. A contract is awarded to Motorola for three (3) MIP5000 VOIP Radio Dispatch Consoles for the Office of Emergency Management.
2. The total contract amount is \$47,0826.20
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 receive the equipment 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.
5. The Mayor or Business Administrator is hereby authorized to execute a contract on behalf of the City of Jersey City.

(Continued to page 2)

City Clerk File No. Res. 15.242

Agenda No. 10.0 APR 08 2015

TITLE:

RESOLUTION AUTHORIZING AWARD OF CONTRACT TO MOTOROLA FOR THE PURCHASE AND INSTALLATION OF RADIO DISPATCH CONSOLES UNDER STATE CONTRACT FOR THE OFFICE OF EMERGENCY MANAGEMENT AND HOMELAND SECURITY FUNDED THROUGH FY-14 URBAN AREA SECURITY INITIATIVE GRANT (UASI)

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

Account	P.O. #	State Contract	Total Contract
02-213-40-472-314	116729	A83909	\$47,086.20

Approved by Peter Folgado, Director of Purchasing, RPPO, QPA

March 25, 2015
Date

PF/pv
3/25/15

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: _____

Business Administrator

Corporation Counsel

Certification Required

Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
				4 8 15							
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

RESOLUTION FACT SHEET - CONTRACT AWARD

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

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING AWARD OF CONTRACT TO MOTOROLA FOR THE PURCHASE AND INSTALLATION OF RADIO DISPATCH CONSOLES UNDER STATE CONTRACT FOR THE OFFICE OF EMERGENCY MANAGEMENT AND HOMELAND SECURITY FUNDED THROUGH FY-14 URBAN AREA SECURITY INITIATIVE GRANT (UASI)

Project Manager

Department/Division	Public Safety	Emergency Management/Homeland Security
Name/Title	W. Greg Kierce	Director
Phone/email	201 547-5681	wkierce@njcps.org

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

Contract Purpose

This Resolution will award a contract to Motorola Communications to furnish and install radio dispatch consoles in the Emergency Operations Center as well as the Field Communications Vehicle enhancing inter-operable city-wide emergency communications.

Cost (Identify all sources and amounts)

FFY 2014 UASI Funds

Contract term (include all proposed renewals)

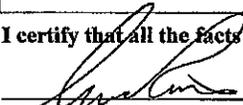
Terms will provide for the delivery and installation of communication consoles

Type of award

If "Other Exception", enter type

Additional Information

I certify that all the facts presented herein are accurate.


Signature of Department Director

3/25/15
Date



State of New Jersey Contract - 83909
 RADIO COMMUNICATIONS EQUIPMENT &
 ACCESSORIES
 Motorola Solutions Inc. Proposal

**JERSEY CITY OEM
 THREE MIP 5000 RADIO
 DISPATCH CONSOLES
 TWO FOR COMMAND BUS
 ONE AT OEM**

DATE: March 19, 2015
 CUSTOMER #:

BILL TO: Jersey City OEM
 715 Summit Ave
 Jersey City NJ
 07306

SHIP-TO: TBD

PHONE:
 FAX:

ULTIMATE
 DESTINATION:

ATTN:
 PHONE:
 FAX:

PLEASE SEND PURCHASE ORDER TO:
 VENDOR NUMBER:

VENDOR: MOTOROLA SOLUTIONS, INC.
 5 Paragon Drive
 Montvale, New Jersey 07645

ATTN: Thomas Schmidt

PHONE: 201-949-5513

FAX:

E-MAIL: tom.schmidt@motorolasolutions.com

ATTN: Victor Cook
 PHONE: 201-547-5734
 CELL: 201-892-4531

CONTRACT	LINE No.	COMM CODE	MODEL	APC	DESCRIPTION	QTY	LIST UNIT PRICE	Ext UNIT PRICE	NJ State Discount	DISC UNIT PRICE	EXTENDED PRICE
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To the Jersey City OEM Team, The following is a NJ State Contract 83909 quote for supplying and installing three MIP5000 VOIP RADIO CONSOLES. Two will be located in the OEM Command Bus USING CUSTOMER-SUPPLIED LAPTOPS connected to existing mobile radios in the vehicle. The third will be a workstation INCLUDED in this proposal that will sit on a customer supplied desk at Summit Ave OEM and connected to cust existing mobile radios. We have included the software licensing to control up to 6 Channels per console and 12 gateways for the OEM Comand Vehicle(6 per laptop) and another 6 gateways for OEM Site. Each operator position will include gooseneck desk mic, dual speakers, we removed the headset jack

Digital Gateway for MIP 5000 VoIP Radio Console (one gateway is required for each radio controlled):
 Digital Gateway L3484 acts as a virtual control head for specific Motorola radios or Consolettes via the SB9600 protocol.
 MIP 5000 will display the Alias ID if the individual Subscriber is configured to send it. MIP 5000 will provide the dispatcher access to the same number of frequencies the radio is capable of

THREE MIP 5000 CONSOLES

CONTRACT	LINE No.	COMM CODE	MODEL	APC	DESCRIPTION	QTY	LIST UNIT PRICE	Ext UNIT PRICE	NJ State Discount	DISC UNIT PRICE	EXTENDED PRICE
	15	725-78-081934	L3484AC	740	MIP5000 VOIP DIGITAL GATEWAY Provides one MIP 5000 Digital Gateway. Each gateway is capable of supporting one SB9600-capable radio. Punch blocks and cabling for connecting to the radio are not included in the L3484. An Ethernet cable (not included) is also required for each L3484.	0	\$798.00	\$0.00	20.00%	\$638.40	\$0.00
	15	725-78-081934	L3482AC	740	MIP5000 LOCAL CONTROL GATEWAY Provides one MIP 5000 Local Control Gateway. Each gateway is capable of supporting one local controlled mobile in a tray via microphone and speaker connections and will support 16 frequency select depending upon the mobile.	18	\$798.00	\$14,364.00	20.00%	\$638.40	\$11,491.20
	15	725-78-081934	TT05980AA	740	Systems at Release 4.1 or newer	18	\$0.00	\$0.00	20.00%	\$0.00	\$0.00
	15	725-78-081934	L3483AC	740	MIP5000 VOIP TONE GATEWAY Provides one MIP 5000 Tone Gateway. Each gateway is capable of supporting one tone remote controlled base station. Punch blocks and cabling for connecting to the station are not included in the L3483AC. An Ethernet cable (not included) is also required for each L3483AC.	0	\$798.00	\$0.00	20.00%	\$638.40	\$0.00
	15	725-78-081934	DDN6340	740	XTL DIRECT CONNECT CABLE	18	\$100.00	\$1,800.00	20.00%	\$80.00	\$1,440.00



State of New Jersey Contract - 83909
**RADIO COMMUNICATIONS EQUIPMENT &
 ACCESSORIES**
 Motorola Solutions Inc. Proposal

**JERSEY CITY OEM
 THREE MIP-5000 RADIO
 DISPATCH CONSOLES
 TWO FOR COMMAND BUS
 ONE AT OEM**

DATE: March 19, 2015
 CUSTOMER #:

BILL TO: Jersey City OEM
 715 Summit Ave
 Jersey City NJ
 07306

SHIP-TO: TBD
 PHONE:
 FAX:

ULTIMATE
 DESTINATION:
 ATTN:
 PHONE:
 FAX:

ATTN: Victor Cook
 PHONE: 201-547-5734
 CELL: 201-892-4531

PLEASE SEND PURCHASE ORDER TO:
 VENDOR NUMBER:

VENDOR: MOTOROLA SOLUTIONS, INC.
 5 Paragon Drive
 Montvale, New Jersey 07645

ATTN: Thomas Schmidt
 PHONE: 201-949-5513
 FAX:

E-MAIL: tom.schmidt@motorolasolutions.com

CONTRACT						LIST UNIT	Ext UNIT	NJ State	DISC UNIT	DISC
LINE No.	COMM CODE	MODEL	APC	DESCRIPTION	QTY	PRICE	PRICE	Discount	PRICE	EXTENDED
										PRICE

Software for MIP 5000 VoIP Radio Console:
 Software ships with USB Hasp Key for license activation. Hasp key is configured to match number of channels ordered.
 If the USB is removed after activation, the software will continue to function for 10 days with a visible countdown reminder to allow time for key replacement.
 The Channel License configurations available are: 1, 4, 8, 12 or 24. We quoted 8. Individual license per operator position is required. Site license is not available.

15	725-78-081934	L3487	740	MIP5000 VOIP DISPATCH SW 8 CHANNEL Provides the software application and license for one MIP 5000 8-channel dispatch console. Allows a dispatcher to access and control up to eight MIP 5000 Local, Tone or Digital Gateways.	3	\$6,500.00	\$19,500.00	20.00%	\$5,200.00	\$15,600.00
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Audio Accessories for MIP 5000 VoIP Radio Console

15	725-78-081934	TT05522AA	740	MIP5000 ENHANCED MODEL USB HEADSET JACKBOX (1 + SPARE) Supports 1 Plantronics two prong headset base and quick disconnect top, 1 footswitch BLN6732 and 1 gooseneck Microphone B1914, also provides port for Call Director, logging Recorder or External Pager port.	0	\$575.00	\$0.00	20.00%	\$460.00	\$0.00
15	725-78-081934	B1914	443	MCC SERIES DESKTOP GOOSENECK MICROPHONE	3	\$250.00	\$750.00	20.00%	\$200.00	\$600.00
15	725-78-081934	CDN6673	708	CREATIVE LABS INSPIRE A60 Desk Select and unselect Speakers	6	\$48.00	\$276.00	20.00%	\$36.80	\$220.80



State of New Jersey Contract - 83909
**RADIO COMMUNICATIONS EQUIPMENT &
 ACCESSORIES**
 Motorola Solutions Inc. Proposal

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 THREE MIP 5000 RADIO
 DISPATCH CONSOLES
 TWO FOR COMMAND BUS
 ONE AT OEM**

DATE: March 19, 2015
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CONTRACT	LINE No.	COMM CODE	MODEL	APC	DESCRIPTION	QTY	LIST UNIT PRICE	Ext UNIT PRICE	NJ State Discount	DISC UNIT PRICE	DISC EXTENDED PRICE
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CUSTOMER TO PROVIDE 2 LAPTOPS for COMMAND BUS BELOW IS ONE WORKSTATION & Monitor for OEM ROOM

15	725-78-081934	TT2538	708	Z420 LOW TIER WORKSTATION WITH WINDOWS 7 64 BIT-NON-RETURNABLE CERTIFIED VISTA PC FOR MCC 5500 / CENTRACOM GOLD ELITE / MIP 5000.	1	\$2,550.00	\$2,550.00	20.00%	\$2,040.00	\$2,040.00
15	725-78-081934	ZA00268AA	708	ADD: DUAL IRR CARD & PC SPKER (For Possible Future Use With IRR) This option must be ordered on the same factory order as an option to the TT2289 & TT2290 computers. This option adds one factory installed IRR sound card and one set of PC speakers to the configuration.	0	\$189.00	\$0.00	20.00%	\$151.20	\$0.00
15	725-78-081934	TT2135	708	MIP5000 INFORMATION ASSURANCE FULLY HARDENED KIT CD (Delete Or Substitute With TT2134 MIP5000 INFORMATION ASSURANCE TRANSPARENT HARDENING KIT CD)	0	\$50.00	\$0.00	20.00%	\$40.00	\$0.00
15	725-78-081934	DSE686772	708	19" LCD, BLACK WITH TOUCH 1928L	1	\$2,649.00	\$2,649.00	20.00%	\$2,119.20	\$2,119.20

LAN Switch

15	725-78-081934	CLN1836	147	2610-24 ETHERNET SWITCH	3	\$2,250.00	\$6,750.00	20.00%	\$1,800.00	\$5,400.00
----	---------------	---------	-----	-------------------------	---	------------	------------	--------	------------	------------

System Integration By Motorola System Technologist

27	925-36-085646	SVC209	209	SYSTEM INTEGRATION	5	\$ 1,635.00	\$8,175.00	0%	\$1,635.00	\$8,175.00
----	---------------	--------	-----	--------------------	---	-------------	------------	----	------------	------------

Installation, setup and programming of Three MIP5000 Consoles in Command Bus & OEM. Set up ethernet switch between the consoles and 6 radios each. Connect up to 6 existing XTS/CDM mobiles to each console. Basic training of 3-4 people to use the consoles.

GRAND TOTAL **\$47,086.20**



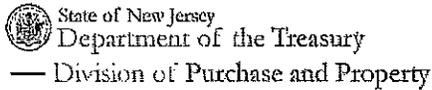
New Jersey Division of Revenue

Revenue

NJEGS

On-Line Business Registration Certificate Service

CERTIFICATE NUMBER 0108883 FOR MOTOROLA SOLUTIONS, INC. IS
VALID.



**Notice of Award
Term Contract(s)**

**T-0109
RADIO COMMUNICATION EQUIPMENT
AND ACCESSORIES**

Vendor Information
Authorized Dealers
By Vendor
RFP Documents
Email to JIM BALLARD

Downloadable NOA Documents
(Please utilize scroll bar on right side of box if necessary to view all documents)

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NOAs By Number

NOAs By Title

Search NOAs

Index #:	T-0109
Contract #:	VARIOUS
Contract Period:	FROM : 05/01/13 TO : 04/30/18
Applicable To:	ALL STATE AGENCIES

LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00012	COMM CODE: 730-72-085637 [RADIO COMMUNICATION AND ...] ITEM DESCRIPTION: RADIO COMMUNICATIONS & 9-1-1 TESTING AND TEST EQUIPMENT - ALL DELIVERY: 30 DAYS ARO	1.000	EA	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00013	COMM CODE: 726-90-085643 [RADIO COMMUNICATION EQUIPMENT,...] ITEM DESCRIPTION: SPARE PARTS: RADIO COMMUNICATION & 9-1-1 TELECOMMUNICATIONS EQUIPMENT DELIVERY: 30 DAYS ARO	1.000	EA	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00015	COMM CODE: 725-78-081934 [RADIO COMMUNICATION, TELEPHONE, AND ...] ITEM DESCRIPTION: RADIO EQUIPMENT & ACCESSORIES INCLUDES: BASE STATIONS, POINT-TO-POINT, AM & FM BAND AIRCRAFT & MARINE RADIO W / ACCESSORIES, CONSOLES, RACKS, FURNITURE, UNINTERRUPTABLE POWER SUPPLIES (UPS) SUPPLIES (UNINTERRUPTABLE). DELIVERY: 30 DAYS ARO	1.000	EA	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00016	COMM CODE: 725-78-081934 [RADIO COMMUNICATION, TELEPHONE, AND ...] ITEM DESCRIPTION: RADIO EQUIPMENT & ACCESSORIES INCLUDES: BASE STATIONS, POINT-TO-POINT, AM & FM BAND AIRCRAFT & MARINE RADIO W / ACCESSORIES, CONSOLES, RACKS, FURNITURE, UNINTERRUPTABLE POWER SUPPLIES (UPS) SUPPLIES (UNINTERRUPTABLE). DELIVERY: 30 DAYS ARO	1.000	EA	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00018	COMM CODE: 726-13-085630 [RADIO COMMUNICATION EQUIPMENT,...] ITEM DESCRIPTION:	1.000	EA	NET	N/A

	COMM CODE: 920-37-085644 [DATA PROCESSING, COMPUTER, PROGRAMMING, ...] ITEM DESCRIPTION: SCHEDULE A-F, H & O: RADIO COMMUNICATION EQUIPMENT & ACCESSORIES, INSTALLATIONS, REMOVALS, RE-INSTALL, MAINT & WARRANTIES DELIVERY: 30 DAYS ARO				
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00026	COMM CODE: 915-70-085645 [COMMUNICATIONS AND MEDIA RELATED ...] ITEM DESCRIPTION: SCHEDULE G (W / SUB- CATEGORIES): RADIO COMMUNICATIONS EQUIPMENT & ACCESSORIES ANTENNA LEVELS, CONDITIONS & CABLING DELIVERY: 30 DAYS ARO	1.000	EA	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00027	COMM CODE: 925-36-085646 [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
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00028	COMM CODE: 920-46-085647 [DATA PROCESSING, COMPUTER, PROGRAMMING, ...] ITEM DESCRIPTION: SCHEDULES J&M: RADIO COMMUNICATION EQUIP & ACCESSORIES; SOFTWARE PRODUCT SCHEDULE & MAINTENANCE AGREEMENT SUPPLEMENT. DELIVERY: 30 DAYS ARO	1.000	EA	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00029	COMM CODE: 924-16-085648 [EDUCATIONAL/TRAINING SERVICES] ITEM DESCRIPTION: SCHEDULE L: RADIO COMMUNICATION EQUIPMNT & ACCESSORIES; TRAINING COSTS (ALL INCL) DELIVERY: 30 DAYS ARO	1.000	EA	NET	N/A

**Radio Communications and Equipment 13-x-22183 (T0109)
Contractor & Reseller List, Contract # and Category Award**

Contractor (w/ Authorized Resellers)	Contract #	Category Award (Contract Priceline)
AAT Communication Corp	83890	3,19
Aeroflex Wichita	83913	12
Allcomm Technologies Inc David Clark Bee Gaitronics Motorola CTI	83902	1,2,3,4,13 No Award 1 No Award 15
Amcom Software Inc	83912	17,18
Atlantic Communications Inc Impact Sigtronics	83917	 2,3,6 2,3,4
Aviat US Inc	83920	9
Battery Zone Inc	83910	14
Cassidian Communication (Plant Equipment Inc.)	83925	17,18,19,20,21
Communication – Applied Technology	83915	7
D.M. Radio Services Corp Tessco US Alert Power Products Unlimited	83897	1,3,7,8, 2 14
Daniels Electronics Ltd.	83953	1,8
E.F. Johnson Company	83911	1,2,3,8,13
Electronic Service Solutions (ESS) Microwave Networks Eltek Valare Energys Telco Systems	83905	 9 9 9 9
Emerging Power Inc	83919	14
Ergoflex Systems Inc d/b/a. Xybix Systems Inc	83922	15

Essential Management Solutions	83895	23
Eventide Inc	83891	19
Goosetown Enterprises Inc	83892	1,15
Harris Corporation RF, Communication Division	83932	1,2,3,7,8,9,11,13,15,18,19
Icom America Inc	83923	2,3,4,5,8,13
Intrado Systems Corp	83916	17
Kenwood USA Inc	83927	1,2,3
KML Technology Inc	83903	17
Kova Corp	83906	18,19
Motorola Solutions Inc	83909	1,2,3,4,5,7,8,9,12,13,15,16,18,19,20,21
Mutualink Inc	83894	7
New Jersey Business Systems Inc	83899	9,11
Nice Systems	83921	19
Office Business Systems Holding Inc	83896	19
O-MC Signal Research	83901	1,10,11
Pinnacle Wireless a, Division of Nexlink Global Services Inc	83918	9,10
Mindshare Consoles		15
Watson Furniture		15
Unipower Sabre		16
Nice		18,19

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

City Clerk File No. Res. 15.243

Agenda No. 10.R

Approved: APR 08 2015

TITLE:



RESOLUTION AUTHORIZING AWARD OF CONTRACT TO MOTOROLA FOR THE PURCHASE OF DIGITAL PORTABLE RADIOS UNDER STATE CONTRACT FOR THE OFFICE OF EMERGENCY MANAGEMENT AND HOMELAND SECURITY FUNDED THROUGH FY-14 URBAN AREA SECURITY INITIATIVE GRANT (UASI)

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, the APX6000XE Fire Portable Radios are rugged-reliable radios that will be operating from the City-wide digital trunked radio system. These portable radios deliver advanced features such as Mission Critical Wireless and GPS location tracking. Whether on patrol or racing to a fire, these portable radios puts emergency management staff in greater control of safety; 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 \$36,000.00; and

WHEREAS, Motorola, 5 Paragon Drive, Suite 200, Montvale, New Jersey 07645 is in possession of State Contract No. A83909, submitted a proposal in the amount of One Hundred Twenty Three Thousand, Five Hundred Seventy Nine Dollars(\$123,579.00), for APX6000XE Fire Portable Radios; and

WHEREAS, funding this purchase is an allowable expense under the FY-14 Department of Homeland Security Urban Area Security Initiative at no expense to the City of Jersey City; and

WHEREAS, funds are available for this contract in the UASI FY-14 Federal & State Grant Fund;

Account	P.O. #	State Contract	Total Contract
02-213-40-472-314	116731	A83909	\$123,579.00

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

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

1. A contract is awarded to Motorola for APX6000XE Fire Portable Radios for the Office of Emergency Management.
2. The total contract amount is \$123,579.00.
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 receive the equipment 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.
5. The Mayor or Business Administrator is hereby authorized to execute a contract on behalf of the City of Jersey City.

(Continued to page 2)

TITLE:

RESOLUTION AUTHORIZING AWARD OF CONTRACT TO MOTOROLA FOR THE PURCHASE OF DIGITAL PORTABLE RADIOS UNDER STATE CONTRACT FOR THE OFFICE OF EMERGENCY MANAGEMENT AND HOMELAND SECURITY FUNDED THROUGH FY-14 URBAN AREA SECURITY INITIATIVE GRANT (UASI)

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

Account	P.O. #	State Contract	Total Contract
02-213-40-472-314	116731	A83909	\$123,579.00

Approved by Peter Folgado, Director of Purchasing, RPPO, QPA

March 25, 2015
Date

PF/pv
3/25/15

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: _____
Business Administrator

Corporation Counsel

Certification Required

Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 4.8.15											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

RESOLUTION FACT SHEET - CONTRACT AWARD

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

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING AWARD OF CONTRACT TO MOTOROLA FOR THE PURCHASE OF DIGITAL PORTABLE RADIOS UNDER STATE CONTRACT FOR THE OFFICE OF EMERGENCY MANAGEMENT AND HOMELAND SECURITY FUNDED THROUGH FY-14 URBAN AREA SECURITY INITIATIVE GRANT (UASI)

Project Manager:

Department/Division	Public Safety	
Name/Title	W. Greg Kierce	Director
Phone/email	201 547-5681	wkierce@njeps.org

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

Contract Purpose

This resolution will award a contract to Motorola Communications to furnish portable hand-held radios for members of the Jersey City Fire Department

Cost (Identify all sources and amounts)

Funded thru FFY-2014 Urban Area Security Initiative (UASI)

Contract term (include all proposed renewals)

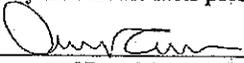
No proposed renewals are anticipated

Type of award

If "Other Exception", enter type

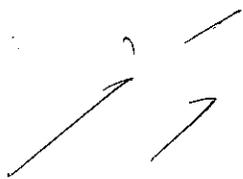
Additional Information

I certify that all the facts presented herein are accurate.


Signature of Department Director

3/25/15
Date

3/25/15



Jersey City Office of Emergency Management
 715 Summit Ave
 Jersey City, New Jersey 07302
 Att: Director Greg Kierce
 201-547-5681
 cell 201-424-8625

March 13,2015

Dear Director Greg Kierce

As per my conversation with Dave at the FD the following is a NJ State Contract #83909 Price quote on the APX6000XE Fire Portable Radios they requested to operate on your city wide digital trunked radio system.

The programming is included in all the below pricing.

Our New Jersey State Contract information is contract #83909 -- T-0109.

Equipment is all from contract line item 0002 commodity code #726-88-085633.

We can go 25% off list price per the NJ Contract

State contract pricing and specs are as follows:

**FIRE PORTABLES XE RUGGED GREEN
 APX6000XE TYPE 2.5 TOP & FRONT DISPLAY LIMITED KEYPAD
 PORTABLE RADIO
 UHF Range II 450-520MHz**

Item	Qty.	Model #	Description	List Price	State % Discount	Unit Price	Extended Price
1	25	H98SDF9PW6N	APX6000 DIGITAL PORTABLE RADIO Model 2.5 ,ant, carry holder	\$2,200.00	25%	\$1,650.00	\$41,250.00
1a	25	QA02006	APX6000XE Extreme Rugged Radio-larger knobs and display	\$800.00	25%	\$600.00	\$15,000.00
1b	25	QA01427	High Impact green housing rated IP67	\$25.00	25%	\$18.75	\$468.75
1c	25	G806	ADD: ASTRO DIGITAL CAI OPERATION	\$515.00	25%	\$386.25	\$9,656.25
1d	25	H38	ADD: SMARTZONE OPERATION	\$1,200.00	25%	\$900.00	\$22,500.00
1e	25	Q361	ADD: P25 9600 BAUD TRUNKING	\$300.00	25%	\$225.00	\$5,625.00
1f	25	QA01749	ADD:ADVANCED SYSTEM KEY SOFT VERSION	\$0.00	25%	\$0.00	\$0.00
1g	25	H885BK	ADD: 2 YR REPAIR SERVICE ADVANTAGE 3 YEARS from Shipment	\$84.00	0%	\$84.00	\$2,100.00

State Contract #83909 Terms and Pricing

Delivery: Approx 2 wks from receipt of a valid purchase order.

Terms: Net 30 Days from Invoice

Very Truly Yours,

Thomas Schmidt

Thomas Schmidt Motorola Senior Account Manager
Motorola Inc.

5 Paragon Drive

Montvale, New Jersey 07645

(wk) 201-949-5513 fax 201-949-5799

APPROVED

Jam
FY-14

#123,579⁰⁰



New Jersey Division of Revenue

Revenue

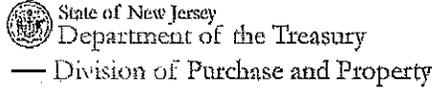
NJBGS

**On-Line Business Registration Certificate
Service**

**CERTIFICATE NUMBER 0108883 FOR MOTOROLA SOLUTIONS, INC. IS
VALID.**

		EST QUANTITY	UNIT	% DISCOUNT	
00033	COMM CODE: 726-89-085632 [RADIO COMMUNICATION EQUIPMENT,...] ITEM DESCRIPTION: SCHEDULE T: RADIO COMMUNICATION EQUIPMNT & ACCESSORIES; UNINTERRUPTABLE POWER SUPPLY (UPS) DELIVERY: 30 DAYS ARO	1.000	EA	NET	N/A
Vendor: MOTOROLA SOLUTIONS INC		Contract Number: 83909			
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00001	COMM CODE: 725-78-081934 [RADIO COMMUNICATION, TELEPHONE, AND ...] ITEM DESCRIPTION: RADIO EQUIPMENT & ACCESSORIES INCLUDES: BASE STATIONS, POINT-TO-POINT, AM & FM BAND AIRCRAFT & MARINE RADIO W / ACCESSORIES, CONSOLES, RACKS, FURNITURE, UNINTERRUPTABLE POWER SUPPLIES (UPS) SUPPLIES (UNINTERRUPTABLE). DELIVERY: 30 DAYS ARO	1.000	EA	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00002	COMM CODE: 726-88-085633 [RADIO COMMUNICATION EQUIPMENT,...] ITEM DESCRIPTION: PORTABLE & MOBILE RADIO EQUIPMENT AND ACCESSORIES DELIVERY: 30 DAYS ARO	1.000	EA	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00003	COMM CODE: 726-88-085633 [RADIO COMMUNICATION EQUIPMENT,...] ITEM DESCRIPTION: PORTABLE & MOBILE RADIO EQUIPMENT AND ACCESSORIES DELIVERY: 30 DAYS ARO	1.000	EA	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00004	COMM CODE: 725-78-081934 [RADIO COMMUNICATION, TELEPHONE, AND ...] ITEM DESCRIPTION: RADIO EQUIPMENT & ACCESSORIES INCLUDES: BASE STATIONS, POINT-TO-POINT, AM & FM BAND AIRCRAFT & MARINE	1.000	EA	NET	N/A

	RADIO W / ACCESSORIES, CONSOLES, RACKS, FURNITURE, UNINTERRUPTABLE POWER SUPPLIES (UPS) SUPPLIES (UNINTERRUPTABLE). DELIVERY: 30 DAYS ARO				
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00005	COMM CODE: 725-78-081934 [RADIO COMMUNICATION, TELEPHONE, AND ...] ITEM DESCRIPTION: RADIO EQUIPMENT & ACCESSORIES INCLUDES: BASE STATIONS, POINT-TO- POINT, AM & FM BAND AIRCRAFT & MARINE RADIO W / ACCESSORIES, CONSOLES, RACKS, FURNITURE, UNINTERRUPTABLE POWER SUPPLIES (UPS) SUPPLIES (UNINTERRUPTABLE). DELIVERY: 30 DAYS ARO	1.000	EA	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00007	COMM CODE: 726-16-085634 [RADIO COMMUNICATION EQUIPMENT,...] ITEM DESCRIPTION: ANTENNAS/ANTENNA SYSTEMS & INTEROPERABLE COMMUNICATION SYSTEM GATEWAY DEVICES DELIVERY: 30 DAYS ARO	1.000	EA	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00008	COMM CODE: 726-16-085634 [RADIO COMMUNICATION EQUIPMENT,...] ITEM DESCRIPTION: ANTENNAS/ANTENNA SYSTEMS & INTEROPERABLE COMMUNICATION SYSTEM GATEWAY DEVICES DELIVERY: 30 DAYS ARO	1.000	EA	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00009	COMM CODE: 726-16-085634 [RADIO COMMUNICATION EQUIPMENT,...] ITEM DESCRIPTION: ANTENNAS/ANTENNA SYSTEMS & INTEROPERABLE COMMUNICATION SYSTEM GATEWAY DEVICES DELIVERY: 30 DAYS ARO	1.000	EA	NET	N/A



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RADIO COMMUNICATION EQUIPMENT
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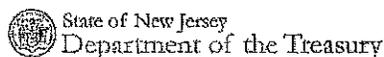
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00012	COMM CODE: 730-72-085637 [RADIO COMMUNICATION AND ...] ITEM DESCRIPTION: RADIO COMMUNICATIONS & 9- 1-1 TESTING AND TEST EQUIPMENT - ALL DELIVERY: 30 DAYS ARO	1.000	EA	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00013	COMM CODE: 726-90-085643 [RADIO COMMUNICATION EQUIPMENT,...] ITEM DESCRIPTION: SPARE PARTS: RADIO COMMUNICATION & 9-1-1 TELECOMMUNICATIONS EQUIPMENT DELIVERY: 30 DAYS ARO	1.000	EA	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00015	COMM CODE: 725-78-081934 [RADIO COMMUNICATION, TELEPHONE, AND ...] ITEM DESCRIPTION: RADIO EQUIPMENT & ACCESSORIES INCLUDES: BASE STATIONS, POINT-TO- POINT, AM & FM BAND AIRCRAFT & MARINE RADIO W/ ACCESSORIES, CONSOLES, RACKS, FURNITURE, UNINTERRUPTABLE POWER SUPPLIES (UPS) SUPPLIES (UNINTERRUPTABLE). DELIVERY: 30 DAYS ARO	1.000	EA	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00016	COMM CODE: 725-78-081934 [RADIO COMMUNICATION, TELEPHONE, AND ...] ITEM DESCRIPTION: RADIO EQUIPMENT & ACCESSORIES INCLUDES: BASE STATIONS, POINT-TO- POINT, AM & FM BAND AIRCRAFT & MARINE RADIO W/ ACCESSORIES, CONSOLES, RACKS, FURNITURE, UNINTERRUPTABLE POWER SUPPLIES (UPS) SUPPLIES (UNINTERRUPTABLE). DELIVERY: 30 DAYS ARO	1.000	EA	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00018	COMM CODE: 726-13-085630 [RADIO COMMUNICATION EQUIPMENT,...] ITEM DESCRIPTION:	1.000	EA	NET	N/A

	9-1-1 TELECOMMUNICATIONS EQUIPMENT INCLUDES: CALL ANSWERING, LOGGING & INSTANT PLAYBACK RECORDERS, COMPUTER AIDED DISPATCH (CAD) SYSTEMS & SOFTWARE, TRAINING SIMULATORS & TRAINING SOFTWARE DELIVERY: 30 DAYS ARO				
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00019	COMM CODE: 726-13-085630 [RADIO COMMUNICATION EQUIPMENT,...] ITEM DESCRIPTION: 9-1-1 TELECOMMUNICATIONS EQUIPMENT INCLUDES: CALL ANSWERING, LOGGING & INSTANT PLAYBACK RECORDERS, COMPUTER AIDED DISPATCH (CAD) SYSTEMS & SOFTWARE, TRAINING SIMULATORS & TRAINING SOFTWARE DELIVERY: 30 DAYS ARO	1.000	EA	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00020	COMM CODE: 726-13-085630 [RADIO COMMUNICATION EQUIPMENT,...] ITEM DESCRIPTION: 9-1-1 TELECOMMUNICATIONS EQUIPMENT INCLUDES: CALL ANSWERING, LOGGING & INSTANT PLAYBACK RECORDERS, COMPUTER AIDED DISPATCH (CAD) SYSTEMS & SOFTWARE, TRAINING SIMULATORS & TRAINING SOFTWARE DELIVERY: 30 DAYS ARO	1.000	EA	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00021	COMM CODE: 726-13-085630 [RADIO COMMUNICATION EQUIPMENT,...] ITEM DESCRIPTION: 9-1-1 TELECOMMUNICATIONS EQUIPMENT INCLUDES: CALL ANSWERING, LOGGING & INSTANT PLAYBACK RECORDERS, COMPUTER AIDED DISPATCH (CAD) SYSTEMS & SOFTWARE, TRAINING SIMULATORS & TRAINING SOFTWARE DELIVERY: 30 DAYS ARO	1.000	EA	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00025		1.000	EA	NET	N/A

	COMM CODE: 920-37-085644 [DATA PROCESSING, COMPUTER, PROGRAMMING, ...] ITEM DESCRIPTION: SCHEDULE A-F, H & O: RADIO COMMUNICATION EQUIPMENT & ACCESSORIES, INSTALLATIONS, REMOVALS, RE-INSTALL, MAINT & WARRANTIES DELIVERY: 30 DAYS ARO				
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00026	COMM CODE: 915-70-085645 [COMMUNICATIONS AND MEDIA RELATED ...] ITEM DESCRIPTION: SCHEDULE G (W / SUB- CATEGORIES): RADIO COMMUNICATIONS EQUIPMENT & ACCESSORIES ANTENNA LEVELS, CONDITIONS & CABLING DELIVERY: 30 DAYS ARO	1.000	EA	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00027	COMM CODE: 925-36-085646 [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
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00028	COMM CODE: 920-46-085647 [DATA PROCESSING, COMPUTER, PROGRAMMING, ...] ITEM DESCRIPTION: SCHEDULES J&M: RADIO COMMUNICATION EQUIP & ACCESSORIES; SOFTWARE PRODUCT SCHEDULE & MAINTENANCE AGREEMENT SUPPLEMENT. DELIVERY: 30 DAYS ARO	1.000	EA	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00029	COMM CODE: 924-16-085648 [EDUCATIONAL/TRAINING SERVICES] ITEM DESCRIPTION: SCHEDULE L: RADIO COMMUNICATION EQUIPMNT & ACCESSORIES; TRAINING COSTS (ALL INCL) DELIVERY: 30 DAYS ARO	1.000	EA	NET	N/A

LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00030	COMM CODE: 655-27-085657 [PHOTOGRAPHIC EQUIPMENT, FILM, AND ...] ITEM DESCRIPTION: SCHEDULE N: RADIO COMMUNICATION EQUIPMNT & ACCESSORIES; ADDITIONAL MANUALS, TRAINING, OPERATIONS AND/OR SERVICE DELIVERY: 30 DAYS ARO	1.000	EA	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00031	COMM CODE: 915-14-085649 [COMMUNICATIONS AND MEDIA RELATED ...] ITEM DESCRIPTION: SCHEDULES P & Q: RADIO COMMUNICATION EQUIPMENT & ACCESSORIES; WIRELESS SYSTEMS & SHORT RANGE POINT TO POINT LINKS DELIVERY: 30 DAYS ARO	1.000	EA	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00032	COMM CODE: 961-53-085650 [MISCELLANEOUS SERVICES, NO. 1 (NOT...)] ITEM DESCRIPTION: SCHEDULES R, S & U: RADIO COMMUNICATION & ACCESSORIES; DISCOUNTS: VOLUME, ANNUAL & TRADE-IN PROGRAM DELIVERY: 30 DAYS ARO	1.000	EA	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00033	COMM CODE: 726-89-085632 [RADIO COMMUNICATION EQUIPMENT,...] ITEM DESCRIPTION: SCHEDULE T: RADIO COMMUNICATION EQUIPMNT & ACCESSORIES; UNINTERRUPTABLE POWER SUPPLY (UPS) DELIVERY: 30 DAYS ARO	1.000	EA	NET	N/A
Vendor: MUTUALINK INC		Contract Number: 83894			
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00007	COMM CODE: 726-16-085634 [RADIO COMMUNICATION EQUIPMENT,...] ITEM DESCRIPTION: ANTENNAS/ANTENNA SYSTEMS & INTEROPERABLE COMMUNICATION SYSTEM GATEWAY DEVICES	1.000	EA	NET	N/A

Governor Chris Christie • Lt. Governor Kim Guadagno



Division of Purchase and Property

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T-Number	Title	Vendor	Contract #
T0109 13-x -22183	RADIO COMMUNICATION EQUIPMENT AND ACCESSORIES	MOTOROLA SOLUTIONS INC	83909
			TOP



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IV. RADIO COMMUNICATION EQUIPMENT AND SERVICES CATEGORIES

□ The following table identifies equipment and service category awards under this contract.

<p>1- Radio Base Station Control Equipment and accessories.</p> <p>2- Portable Radio Equipment and Accessories</p> <p>3- Mobile Radio Equipment and Accessories</p> <p>4- Aircraft AM & FM Band Radio & Accessories</p> <p>5- Marine AM & FM Band Radio & Accessories</p> <p>6- Amateur Radio Communications Equipment & Accessories</p> <p>7- Gateway Devices: Interoperability between dissimilar communications systems</p> <p>8- Antennas: Mobile, Portable and Base Station</p> <p>9- Microwave Equipment, Radio and Antenna & Accessories</p> <p>10- Antenna Systems and Bi-Directional Amplifier Equipment</p> <p>11- Short Range Point to Point Communications Equipment</p> <p>12- Test Equipment</p>	<p>13- Spare Parts</p> <p>14- Batteries and Chargers</p> <p>15- Consoles, Equipment Racks & Operator Furniture</p> <p>16- Uninterruptable Power Supplies (UPS)</p> <p>17- Call Answering Equipment</p> <p>18- Instant Playback Recorder</p> <p>19- Logging Recorder</p> <p>20- Computer Aided Dispatch System</p> <p>21- Computer Aided Dispatch Software</p> <p>22- Training Simulators and Software</p> <p>23- Wireless 9-1-1 Location Accuracy Testing Services</p> <p>24- Wireless 9-1-1 Location Validation</p>
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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.

Essential Management Solutions	83895	23
Eventide Inc	83891	19
Goosetown Enterprises Inc	83892	1,15
Harris Corporation RF, Communication Division	83932	1,2,3,7,8,9,11,13,15,18,19
Icom America Inc	83923	2,3,4,5,8,13
Intrado Systems Corp	83916	17
Kenwood USA Inc	83927	1,2,3
KML Technology Inc	83903	17
Kova Corp	83906	18,19
Motorola Solutions Inc	83909	1,2,3,4,5,7,8,9,12,13,15,16,18,19,20,21
Mutualink Inc	83894	7
New Jersey Business Systems Inc	83899	9,11
Nice Systems	83921	19
Office Business Systems Holding Inc	83896	19
O-MC Signal Research	83901	1,10,11
Pinnacle Wireless a, Division of Nexlink Global Services Inc	83918	9,10
Mindshare Consoles		15
Watson Furniture		15
Unipower Sabre		16
Nice		18,19

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

City Clerk File No. Res. 15.244

Agenda No. 10.S

Approved: APR 08 2015

TITLE:



RESOLUTION AUTHORIZING AWARD OF A CONTRACT TO MOTOROLA FOR THE PURCHASE OF FOUR UHF DIGITAL TRUNKED CONSOLETTES AND ANTENNA SYSTEMS UNDER STATE CONTRACT FOR THE DEPARTMENT OF PUBLIC SAFETY (POLICE)

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, the UHF Consolettes and Antenna Systems are needed in the New West District Precinct Police location. These consolettes will work as backups hitting the trunked system if consoles fail and can be also used to control stations with other UHF channels with omni directional antennas; 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 \$36,000.00; and

WHEREAS, Motorola, 5 Paragon Drive, Suite 200, Montvale, New Jersey 07645 is in possession of State Contract No. A83909, submitted a proposal in the amount of \$39,716.60 for the purchase of four (4) Backup APX7500 Consolettes and Antenna Systems; and

WHEREAS, funds are available for this contract in Public Safety (Police) Capital Account;

Account	P.O. #	State Contract	Total Contract
04-215-55-960-990	116728	A83909	\$39,716.60

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

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

1. A contract is awarded to Motorola for the purchase of four (4) Backup APX7500 Consolettes and Antenna Systems for the Department of Public Safety (Police).
2. The total amount is \$39,716.60.
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 receive the equipment 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.
5. The Mayor or Business Administrator is hereby authorized to execute a contract on behalf of the City of Jersey City.

(Continued to page 2)

TITLE:

RESOLUTION AUTHORIZING AWARD OF A CONTRACT TO MOTOROLA FOR THE PURCHASE OF FOUR UHF DIGITAL TRUNKED CONSOLETTES AND ANTENNA SYSTEMS UNDER STATE CONTRACT FOR THE DEPARTMENT OF PUBLIC SAFETY (POLICE)

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

Account	P.O. #	State Contract	Total Contract
04-215-55-960-990	116728	A83909	\$39,716.60

Approved by Peter Folgado, Director of Purchasing RPPO, QPA

March 25, 2015
Date

PF/pv
3/25/15

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: _____
Business Administrator

Corporation Counsel

Certification Required

Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE <u>4.8.15</u>											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

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

Robert Byrne
Robert Byrne, City Clerk

RESOLUTION FACT SHEET - CONTRACT AWARD

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

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING AWARD OF A CONTRACT TO MOTOROLA FOR THE PURCHASE OF CONSOLETTES AND DESKSETS UNDER STATE CONTRACT FOR THE DEPARTMENT OF PUBLIC SAFETY (POLICE)

Project Manager

Department/Division	Public Safety	Communication & Technology
Name/Title	Robert Baker, Sr.	Fiscal Officer
Phone/email	201-547-5449	rbakerstr@njcps.org

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

Contract Purpose

Purchase of 4 backup radio consoles for the Jersey City Police Department. These unit will be installed at the New West District and sevre as a back up site to Bishop Street.

Cost (Identify all sources and amounts)

\$39,716.60
Acct. 04-215-55-960-990

Contract term (include all proposed renewals)

Type of award

If "Other Exception", enter type

Additional Information

I certify that all the facts presented herein are accurate.

Jerome Cole
Signature of Department Director

3/25/15
Date

7.

3/25/15



New Jersey Division of Revenue

Revenue

NJBGS

On-Line Business Registration Certificate Service

CERTIFICATE NUMBER 0108883 FOR MOTOROLA SOLUTIONS, INC. IS
VALID.

Ref # 01212-1

Jersey City Police Department
73-85 Bishop Street
Jersey City, New Jersey
07304
Att: Sgt. John Tkaczyk
Cell: 201-705-4626

Feb 15, 2015

Four Backup APX7500 Consolettes & MCD5000 Desksets with antenna systems at West District Pricinct Building

John, The following is your requested New Jersey State Contract #83909 Proposal to add four backup UHF Digital Trunked APX7500 Consolettes with individual antenna systems at the West District Precinct PD location. These consolettes will be located in the network room and connect to MCD5000 desksets with desk microphones connected to individual antenna systems on the roof. These consolettes will work as backups hitting the trunked system if consoles fail or you have to leave Bishop Street, and also can be used as control stations with other UHF channels as we will use omni directional antennas.

Please note it is Jersey City's responsibility to provide space on the building roof for four antenna locations and AC power at the site. Jersey City is responsible for all permits if needed. Jersey City will hire own team to install the antenna systems & run ethernet cable to desksets. Motorola will supply only the antennas and transmission lines and provide 4 mandays for our ST to rack and install all RF equipment and program. Motorola will also set up and program the IP network with the new MCD5000 Deskset system. Motorola is not liable if there is any RF interference on the building rooftop. IF no other antennas are on the roof there should be no problem. There is no detailed coverage commitment for these control stations and any control station licensing is the responsibility of the customer.

Below is a detailed breakdown of the items and system price including installation of consoletes and desksets on cust supplied desks. programming, & optimization. The radio consolettes include a standard one year customer to depot mail in warranty from shipment.

State Contract 83909 Pricing is as follows.

Line #	QTY	Nomenclature	Description	List Price	Contract Disc	Contract Unit Price	Contract Total Price
Four APX7500 Consolettes at West District Pricinct							
1	4	L30SSS9PW1N	10-40W UHF R2 450-520MHZ APX7500 CONSOLETTES	\$ 3,980.00	25%	\$ 2,985.00	\$ 11,940.00
1a	4	G806	ENH: IMBE ASTRO DIGITAL CAI OP	\$ 515.00	25%	\$ 386.25	\$ 1,545.00
1b	4	G51	ENH: 9600 SMARTZONE OPERATION	\$ 1,500.00	25%	\$ 1,125.00	\$ 4,500.00
1c	4	QA01749	ENH: SOFT KEY OPTION	\$ -	25%	\$ -	\$ -
1d	4	G361	ENH: ASTRO PROJECT 25 9600 TRUNKING SOFTWARE	\$ 300.00	25%	\$ 225.00	\$ 900.00
1e	4	L998	ADD: LIMITED FRONT PANEL CONSOLETTTE	\$ 480.00	25%	\$ 360.00	\$ 1,440.00

Reg # 0164589

1f	0	W969	ENCRYPTION MULTIKEY DELETED PER CUST	\$ 330.00	25%	\$ 247.50	\$ -
1g	0	G843	AES ENCRYPTION DELETED PER CUSTOMER	\$ 475.00	25%	\$ 356.25	\$ -
1h	4	CA01598	ADD: AC LINE CORDS US	\$ -	25%	\$ -	\$ -
1i	4	GA00469	ADD: EXTENDED DISPATCH CONSOLE FEATURES	\$ 500.00	25%	\$ 375.00	\$ 1,500.00
2	4	HKN6233B	MOUNTING BRACKET EIA 19 INCH FOR CUST SUPPLIED RACK	\$ 200.00	25%	\$ 150.00	\$ 600.00
3	4	DQDB630C	ANTENNA Omni Directional Unity Gain 450-482MHz	\$ 618.00	20%	\$ 494.40	\$ 1,977.60
4	500	L1705	CABLE: 1/2" LDF HELIAX POLY JKT PER FOOT	\$ 3.75	20%	\$ 3.00	\$ 1,500.00
			MCD5000 Digital Desksets				
5	4	F2380	MCD5000 DIGITAL DESKSET	\$ 1,500.00	20%	\$ 1,200.00	\$ 4,800.00
			inc built in condensor mic, int speaker, K style handset w/ PTT button				
6	4	FHN7469	Deskset Power Supply	\$ 100.00	20%	\$ 80.00	\$ 320.00
7	4	FKN8695	10 ft ethernet cable to connect to LAN	\$ 20.00	20%	\$ 16.00	\$ 64.00
8	4	RMN5068	DESKTOP PADDLE MIC FOR DESK SET	\$ 120.00	20%	\$ 96.00	\$ 384.00
			Customer to provide any inhouse lines				
			MCD5000 RADIO GATEWAY				
9	1	F7979	MCD5000 Radio Gateway connects up to 4 radios	\$ 1,500.00	20%	\$ 1,200.00	\$ 1,200.00
10	1	FHN7469	Gateway Power Supply	\$ 100.00	20%	\$ 80.00	\$ 80.00
11	1	FKN8695	10 ft ethernet cable to connect to LAN	\$ 20.00	20%	\$ 16.00	\$ 16.00
12	1	FKN8690	RGU to consolette radio interface cable	\$ 100.00	20%	\$ 80.00	\$ 80.00
13	1	FKN8691	RGU to MCD5000 DJB for astro consolette	\$ 100.00	20%	\$ 80.00	\$ 80.00
			MCD5000 CONFIGURATION TOOL AND CD				
14	1	FVN5847	CT Application for system without Operations Mgt Cntr	\$ 250.00	0%	\$ 250.00	\$ 250.00
			Installation Services				
15	4	Integration	Total Installation, programming, & optimization of these 4 APX7500 Consolettes/desksets	\$ 1,635.00	0%	\$ 1,635.00	\$ 6,540.00
			by Motorola Field ST System Technologist				
			installed in IT room with desksets installed on customer supplied desks at West District PD location				
			ST to install the 4 MCD5000 Deskset System with gateway and configurator tool.				
			ST to train 4-5 train the trainers the operation of the new MCD desksets.				
			Customer will supply the freq plan for ST to program the consolettes				
			Customer will install the 4 new Motorola supplied antennas and line.				
			Customer to supply all the require connectors, superflex, ground kits, roof top cable management system for the 4 ant systems.				
			Customer will program the 4 new radio ID's into the trunking network.				
NJ STATE CONTRACT 83909 QUOTE TOTAL:							\$ 39,716.60

Ref # 0169584

State Contract 83909 Terms and Pricing

Delivery est 6 weeks from PO

Terms: Net 30 Days from Invoice

Quotation by: Thomas Schmidt

If you have any questions at all please call me at 201-949-5513. Thank you.

Very Truly Yours,

Thomas Schmidt

Thomas Schmidt

Senior Account Manager

Motorola Solutions Inc.

5 Paragon Drive

Montvale New Jersey 07645

Governor Chris Christie • Lt. Governor Kim Guadagno



State of New Jersey
Department of the Treasury

Division of Purchase and Property

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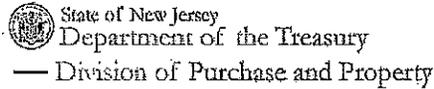
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T-Number	Title	Vendor	Contract #
TO109 13-x -22183	RADIO COMMUNICATION EQUIPMENT AND ACCESSORIES	MOTOROLA SOLUTIONS INC	83909
			TOP



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Term Contract(s)**

**T-0109
RADIO COMMUNICATION EQUIPMENT
AND ACCESSORIES**

Vendor Information
Authorized Dealers
By Vendor
RFP Documents
Email to JIM BALLARD

Downloadable NOA Documents
(Please utilize scroll bar on right side of box if necessary to view all documents)

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- [State Contract Manager Adobe PDF \(77 kb\)](#)
- [Method of Operation Adobe PDF \(163 kb\)](#)
- [Amendment #1 - Vendor Information Change Adobe PDF \(581 kb\)](#)
- [Amendment #2 - Vendor Information Change Adobe PDF \(294 kb\)](#)
- [Amendment #3 - Contract Assignment Adobe PDF \(14 kb\)](#)

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NOAs By Title

Search NOAs

Index #:	T-0109
Contract #:	VARIOUS
Contract Period:	FROM: 05/01/13 TO: 04/30/18
Applicable To:	ALL STATE AGENCIES

Vendor Name & Address:	MOTOROLA SOLUTIONS INC P.O. BOX 305 BORDENTOWN, NJ 08505
Contact Person:	MARCIAL MOJENA, STATE ACCOUNT
Contact Phone:	609-324-3653
Order Fax:	609-324-2849
Contract#:	83909
Expiration Date:	04/30/18
Terms:	NONE
Delivery:	SPECIFIED ELSEW HERE
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:	MUTUALINK INC 1269 SOUTH BROAD ST WALLINGFORD, CT 06492-1737
Contact Person:	DAWN ODAMS
Contact Phone:	978-467-4721
Order Fax:	928-396-0344
Contract#:	83894
Expiration Date:	04/30/18
Terms:	NONE
Delivery:	6 WEEKS 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:	NEW JERSEY BUSINESS SYSTEMS INC/CRANEL INC 7C MARLEN DRIVE ROBBINSVILLE, NJ 08691
Contact Person:	MICHAEL BOLLING
Contact Phone:	609-587-5500
Order Fax:	609-587-6660
Contract#:	83899
Expiration Date:	04/30/18
Terms:	NONE
Delivery:	1 WEEKS ARO
Small Business Enterprise:	YES
Minority Business Enterprise:	NO
Women Business Enterprise:	NO
Cooperative Purchasing *:	YES
* WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?	
Vendor Name & Address:	NICE SYSTEMS 301 ROUTE 17 NORTH 10TH FLOOR RUTHERFORD, NJ 20170
Contact Person:	YOCHAIROZENBLAT

		EST QUANTITY		% DISCOUNT	
00033	COMM CODE: 726-89-085632 [RADIO COMMUNICATION EQUIPMENT,...] ITEM DESCRIPTION: SCHEDULE T: RADIO COMMUNICATION EQUIPMNT & ACCESSORIES; UNINTERRUPTABLE POW ER SUPPLY (UPS) DELIVERY: 30 DAYS ARO	1.000	EA	NET	N/A
Vendor: MOTOROLA SOLUTIONS INC		Contract Number: 83909			
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00001	COMM CODE: 725-78-081934 [RADIO COMMUNICATION, TELEPHONE, AND ...] ITEM DESCRIPTION: RADIO EQUIPMENT & ACCESSORIES INCLUDES: BASE STATIONS, POINT-TO- POINT, AM & FM BAND AIRCRAFT & MARINE RADIO W / ACCESSORIES, CONSOLES, RACKS, FURNITURE, UNINTERRUPTABLE POW ER SUPPLIES (UPS) SUPPLIES (UNINTERRUPTABLE). DELIVERY: 30 DAYS ARO	1.000	EA	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00002	COMM CODE: 726-88-085633 [RADIO COMMUNICATION EQUIPMENT,...] ITEM DESCRIPTION: PORTABLE & MOBILE RADIO EQUIPMENT AND ACCESSORIES DELIVERY: 30 DAYS ARO	1.000	EA	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00003	COMM CODE: 726-88-085633 [RADIO COMMUNICATION EQUIPMENT,...] ITEM DESCRIPTION: PORTABLE & MOBILE RADIO EQUIPMENT AND ACCESSORIES DELIVERY: 30 DAYS ARO	1.000	EA	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00004	COMM CODE: 725-78-081934 [RADIO COMMUNICATION, TELEPHONE, AND ...] ITEM DESCRIPTION: RADIO EQUIPMENT & ACCESSORIES INCLUDES: BASE STATIONS, POINT-TO- POINT, AM & FM BAND AIRCRAFT & MARINE	1.000	EA	NET	N/A

LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
	RADIO W / ACCESSORIES, CONSOLES, RACKS, FURNITURE, UNINTERRUPTABLE POWER SUPPLIES (UPS) SUPPLIES (UNINTERRUPTABLE). DELIVERY: 30 DAYS ARO				
00005	COMM CODE: 725-78-081934 [RADIO COMMUNICATION, TELEPHONE, AND ...] ITEM DESCRIPTION: RADIO EQUIPMENT & ACCESSORIES INCLUDES: BASE STATIONS, POINT-TO- POINT, AM & FM BAND AIRCRAFT & MARINE RADIO W / ACCESSORIES, CONSOLES, RACKS, FURNITURE, UNINTERRUPTABLE POWER SUPPLIES (UPS) SUPPLIES (UNINTERRUPTABLE). DELIVERY: 30 DAYS ARO	1.000	EA	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00007	COMM CODE: 726-16-085634 [RADIO COMMUNICATION EQUIPMENT,...] ITEM DESCRIPTION: ANTENNAS/ANTENNA SYSTEMS & INTEROPERABLE COMMUNICATION SYSTEM GATEWAY DEVICES DELIVERY: 30 DAYS ARO	1.000	EA	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00008	COMM CODE: 726-16-085634 [RADIO COMMUNICATION EQUIPMENT,...] ITEM DESCRIPTION: ANTENNAS/ANTENNA SYSTEMS & INTEROPERABLE COMMUNICATION SYSTEM GATEWAY DEVICES DELIVERY: 30 DAYS ARO	1.000	EA	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00009	COMM CODE: 726-16-085634 [RADIO COMMUNICATION EQUIPMENT,...] ITEM DESCRIPTION: ANTENNAS/ANTENNA SYSTEMS & INTEROPERABLE COMMUNICATION SYSTEM GATEWAY DEVICES DELIVERY: 30 DAYS ARO	1.000	EA	NET	N/A

LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00012	COMM CODE: 730-72-085637 [RADIO COMMUNICATION AND ...] ITEM DESCRIPTION: RADIO COMMUNICATIONS & 9-1-1 TESTING AND TEST EQUIPMENT - ALL DELIVERY: 30 DAYS ARO	1.000	EA	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00013	COMM CODE: 726-90-085643 [RADIO COMMUNICATION EQUIPMENT,...] ITEM DESCRIPTION: SPARE PARTS: RADIO COMMUNICATION & 9-1-1 TELECOMMUNICATIONS EQUIPMENT DELIVERY: 30 DAYS ARO	1.000	EA	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00015	COMM CODE: 725-78-081934 [RADIO COMMUNICATION, TELEPHONE, AND ...] ITEM DESCRIPTION: RADIO EQUIPMENT & ACCESSORIES INCLUDES: BASE STATIONS, POINT-TO-POINT, AM & FM BAND AIRCRAFT & MARINE RADIO W / ACCESSORIES, CONSOLES, RACKS, FURNITURE, UNINTERRUPTABLE POWER SUPPLIES (UPS) SUPPLIES (UNINTERRUPTABLE). DELIVERY: 30 DAYS ARO	1.000	EA	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00016	COMM CODE: 725-78-081934 [RADIO COMMUNICATION, TELEPHONE, AND ...] ITEM DESCRIPTION: RADIO EQUIPMENT & ACCESSORIES INCLUDES: BASE STATIONS, POINT-TO-POINT, AM & FM BAND AIRCRAFT & MARINE RADIO W / ACCESSORIES, CONSOLES, RACKS, FURNITURE, UNINTERRUPTABLE POWER SUPPLIES (UPS) SUPPLIES (UNINTERRUPTABLE). DELIVERY: 30 DAYS ARO	1.000	EA	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00018	COMM CODE: 726-13-085630 [RADIO COMMUNICATION EQUIPMENT,...] ITEM DESCRIPTION:	1.000	EA	NET	N/A

	9-1-1 TELECOMMUNICATIONS EQUIPMENT INCLUDES: CALL ANSWERING, LOGGING & INSTANT PLAYBACK RECORDERS, COMPUTER AIDED DISPATCH (CAD) SYSTEMS & SOFTWARE, TRAINING SIMULATORS & TRAINING SOFTWARE DELIVERY: 30 DAYS ARO				
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00019	COMM CODE: 726-13-085630 [RADIO COMMUNICATION EQUIPMENT,...] ITEM DESCRIPTION: 9-1-1 TELECOMMUNICATIONS EQUIPMENT INCLUDES: CALL ANSWERING, LOGGING & INSTANT PLAYBACK RECORDERS, COMPUTER AIDED DISPATCH (CAD) SYSTEMS & SOFTWARE, TRAINING SIMULATORS & TRAINING SOFTWARE DELIVERY: 30 DAYS ARO	1.000	EA	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00020	COMM CODE: 726-13-085630 [RADIO COMMUNICATION EQUIPMENT,...] ITEM DESCRIPTION: 9-1-1 TELECOMMUNICATIONS EQUIPMENT INCLUDES: CALL ANSWERING, LOGGING & INSTANT PLAYBACK RECORDERS, COMPUTER AIDED DISPATCH (CAD) SYSTEMS & SOFTWARE, TRAINING SIMULATORS & TRAINING SOFTWARE DELIVERY: 30 DAYS ARO	1.000	EA	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00021	COMM CODE: 726-13-085630 [RADIO COMMUNICATION EQUIPMENT,...] ITEM DESCRIPTION: 9-1-1 TELECOMMUNICATIONS EQUIPMENT INCLUDES: CALL ANSWERING, LOGGING & INSTANT PLAYBACK RECORDERS, COMPUTER AIDED DISPATCH (CAD) SYSTEMS & SOFTWARE, TRAINING SIMULATORS & TRAINING SOFTWARE DELIVERY: 30 DAYS ARO	1.000	EA	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00025		1.000	EA	NET	N/A

	COMM CODE: 920-37-085644 [DATA PROCESSING, COMPUTER, PROGRAMMING, ...] ITEM DESCRIPTION: SCHEDULE A-F, H & O: RADIO COMMUNICATION EQUIPMENT & ACCESSORIES, INSTALLATIONS, REMOVALS, RE-INSTALL, MAINT & WARRANTIES DELIVERY: 30 DAYS ARO				
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00026	COMM CODE: 915-70-085645 [COMMUNICATIONS AND MEDIA RELATED ...] ITEM DESCRIPTION: SCHEDULE G (W / SUB- CATEGORIES): RADIO COMMUNICATIONS EQUIPMENT & ACCESSORIES ANTENNA LEVELS, CONDITIONS & CABLING DELIVERY: 30 DAYS ARO	1.000	EA	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00027	COMM CODE: 925-36-085646 [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
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00028	COMM CODE: 920-46-085647 [DATA PROCESSING, COMPUTER, PROGRAMMING, ...] ITEM DESCRIPTION: SCHEDULES J&M: RADIO COMMUNICATION EQUIP & ACCESSORIES; SOFTWARE PRODUCT SCHEDULE & MAINTENANCE AGREEMENT SUPPLEMENT. DELIVERY: 30 DAYS ARO	1.000	EA	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00029	COMM CODE: 924-16-085648 [EDUCATIONAL/TRAINING SERVICES] ITEM DESCRIPTION: SCHEDULE L: RADIO COMMUNICATION EQUIPMNT & ACCESSORIES; TRAINING COSTS (ALL INCL) DELIVERY: 30 DAYS ARO	1.000	EA	NET	N/A

LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00030	COMM CODE: 655-27-085657 [PHOTOGRAPHIC EQUIPMENT, FILM, AND ...] ITEM DESCRIPTION: SCHEDULE N: RADIO COMMUNICATION EQUIPMNT & ACCESSORIES; ADDITIONAL MANUALS, TRAINING, OPERATIONS AND/OR SERVICE DELIVERY: 30 DAYS ARO	1.000	EA	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00031	COMM CODE: 915-14-085649 [COMMUNICATIONS AND MEDIA RELATED ...] ITEM DESCRIPTION: SCHEDULES P & Q: RADIO. COMMUNICATION EQUIPMENT & ACESORIES; WIRELESS SYSTEMS & SHORT RANGE POINT TO POINT LINKS DELIVERY: 30 DAYS ARO	1.000	EA	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00032	COMM CODE: 961-53-085650 [MISCELLANEOUS SERVICES, NO.1 (NOT...)] ITEM DESCRIPTION: SCHEDULES R, S & U: RADIO COMMUNICATION & ACCESSORIES; DISCOUNTS: VOLUME, ANNUAL & TRADE-IN PROGRAM DELIVERY: 30 DAYS ARO	1.000	EA	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00033	COMM CODE: 726-89-085632 [RADIO COMMUNICATION EQUIPMENT,...] ITEM DESCRIPTION: SCHEDULE T: RADIO COMMUNICATION EQUIPMNT & ACCESSORIES; UNINTERRUPTABLE POW ER SUPPLY (UPS) DELIVERY: 30 DAYS ARO	1.000	EA	NET	N/A
Vendor: MUTUALINK INC		Contract Number: 83894			
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00007	COMM CODE: 726-16-085634 [RADIO COMMUNICATION EQUIPMENT,...] ITEM DESCRIPTION: ANTENNAS/ANTENNA SYSTEMS & INTEROPERABLE COMMUNICATION SYSTEM GATEWAY DEVICES	1.000	EA	NET	N/A

IV. RADIO COMMUNICATION EQUIPMENT AND SERVICES CATEGORIES

□ The following table identifies equipment and service category awards under this contract.

1-Radio Base Station Control Equipment and accessories.	13- Spare Parts
2-Portable Radio Equipment and Accessories	14- Batteries and Chargers
3- Mobile Radio Equipment and Accessories	15- Consoles, Equipment Racks & Operator Furniture
4- Aircraft AM & FM Band Radio & Accessories	16- Uninterruptable Power Supplies (UPS)
5- Marine AM & FM Band Radio & Accessories	17- Call Answering Equipment
6- Amateur Radio Communications Equipment & Accessories	18- Instant Playback Recorder
7- Gateway Devices: Interoperability between dissimilar communications systems	19- Logging Recorder
8- Antennas: Mobile, Portable and Base Station	20- Computer Aided Dispatch System
9- Microwave Equipment, Radio and Antenna & Accessories	21- Computer Aided Dispatch Software
10- Antenna Systems and Bi-Directional Amplifier Equipment	22- Training Simulators and Software
11- Short Range Point to Point Communications Equipment	23- Wireless 9-1-1 Location Accuracy Testing Services
12- Test Equipment	24- Wireless 9-1-1 Location Validation

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**

Contractor (w/ Authorized Resellers)	Contract #	Category Award (Contract Priceline)
AAT Communication Corp	83890	3,19
Aeroflex Wichita	83913	12
Allcomm Technologies Inc David Clark Bee Gaitronics Motorola CTI	83902	1,2,3,4,13 No Award 1 No Award 15
Amcom Software Inc	83912	17,18
Atlantic Communications Inc Impact Sigtronics	83917	 2,3,6 2,3,4
Aviat US Inc	83920	9
Battery Zone Inc	83910	14
Cassidian Communication (Plant Equipment Inc.)	83925	17,18,19,20,21
Communication – Applied Technology	83915	7
D.M. Radio Services Corp Tessco US Alert Power Products Unlimited	83897	1,3,7,8, 2 14
Daniels Electronics Ltd.	83953	1,8
E.F. Johnson Company	83911	1,2,3,8,13
Electronic Service Solutions (ESS) Microwave Networks Eltek Valare Energys Telco Systems	83905	9 9 9 9
Emerging Power Inc	83919	14
Ergoflex Systems Inc d/b/a. Xybix Systems Inc	83922	15

Essential Management Solutions	83895	23
Eventide Inc	83891	19
Goosetown Enterprises Inc	83892	1,15
Harris Corporation RF, Communication Division	83932	1,2,3,7,8,9,11,13,15,18,19
Icom America Inc	83923	2,3,4,5,8,13
Intrado Systems Corp	83916	17
Kenwood USA Inc	83927	1,2,3
KML Technology Inc	83903	17
Kova Corp	83906	18,19
Motorola Solutions Inc	83909	1,2,3,4,5,7,8,9,12,13,15,16,18,19,20,21
Mutualink Inc	83894	7
New Jersey Business Systems Inc	83899	9,11
Nice Systems	83921	19
Office Business Systems Holding Inc	83896	19
O-MC Signal Research	83901	1,10,11
Pinnacle Wireless a, Division of Nexlink Global Services Inc	83918	9,10
Mindshare Consoles		15
Watson Furniture		15
Unipower Sabre		16
Nice		18,19

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

City Clerk File No. Res. 15.245

Agenda No. 10. T

Approved: APR 08 2015

TITLE:



RESOLUTION AUTHORIZING AN AWARD OF CONTRACT TO CDW GOVERNMENT INC. FOR THE PURCHASE OF WEB FILTERING APPLICATION FOR THE DEPARTMENT OF PUBLIC SAFETY THROUGH THE MIDDLESEX REGIONAL EDUCATIONAL SERVICES COMMISSION (MRESC)

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

WHEREAS, N.J.S.A. 40A:11-10 et. seq. authorizes a municipality to enter into a Cooperative Pricing Agreement with another public entity; and

WHEREAS, certain economies can be achieved when public entities purchase goods and services together under a cooperative pricing agreement; and

WHEREAS, the Middlesex Regional Educational Services Commission (MRESC) is a lead agency under a Cooperative Pricing Agreement approved by the Division of Local Government Services; and

WHEREAS, the Barracuda Web Filter 810 is an integrated content filtering, application locking and malware protection solution. It enforces Internet usage policies by blocking access to Web sites and Internet applications that are not related to business, and it easily and completely eliminates spyware and other forms of malware; and

WHEREAS, Resolution 14-097 approved on February 11, 2014 authorized the City of Jersey City (City) to enter into a Cooperative Agreement with the **Middlesex Regional Educational Services Commission (MRESC)**; and

WHEREAS, the MRESC awarded a contract to CDW Government Inc. for goods and services that the City desires to purchase; and

WHEREAS, the Department of Public Safety, wishes to purchase the Barracuda Web Filter 810 Application from CDW Government Inc., 200 North Milwaukee Avenue, Vernon Hills, Illinois 60061 for the total contract price of \$30,956.80; and

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

WHEREAS, the sum of Thirty Thousand, Nine Hundred Fifty Six Dollars and Eighty Cents (\$30,956.80) is available in the **Capital Account**;

Acct. #: 04-215-55-960-991 **PO #:** 116705 **Amount:** \$30,956.80

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

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City that the said proposal of the aforementioned CDW Government 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

(Continued on page 2)

City Clerk File No. Res. 15.245

Agenda No. 10.T APR 08 2015

TITLE:

RESOLUTION AUTHORIZING AN AWARD OF CONTRACT TO CDW GOVERNMENT INC. FOR THE PURCHASE OF WEB FILTERING APPLICATION FOR THE DEPARTMENT OF PUBLIC SAFETY THROUGH THE MIDDLESEX REGIONAL EDUCATIONAL SERVICES COMMISSION (MRESC)

RESOLVED, that upon certification by an official or employee of the City authorized to receive the material pursuant to the contract met, then payment to the contractor shall be made in accordance with the provisions of the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et seq.; and be it further

RESOLVED, this contract award shall be subject to the condition that the vendor 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, Donna Mauer, Chief Financial Officer, certify that there are sufficient funds available for payment of this above resolution.

Acct. #: 04-215-55-960-991

PO #: 116705

Amount: \$30,956.80

APPROVED: [Signature]
Peter Folgado, Director of Purchasing,
QPA, RPPO

March 24, 2015
Date

PF/pv
3/24/15

APPROVED: [Signature]

APPROVED AS TO LEGAL FORM

APPROVED: [Signature]

Business Administrator

Corporation Counsel

Certification Required

Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 4.8.15											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMANN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

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

[Signature]
Robert Byrne, City Clerk

RESOLUTION FACT SHEET - CONTRACT AWARD

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

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING AN AWARD OF CONTRACT TO CDW GOVERNMENT INC. FOR THE PURCHASE OF WEB FILTERING APPLICATION FOR THE DEPARTMENT OF PUBLIC SAFETY THROUGH THE MIDDLESEX REGIONAL EDUCATIONAL SERVICES COMMISSION (MRESC)

Project Manager

Department/Division	Public Safety	Communications & Technology
Name/Title	Robert Baker, Sr.	Fiscal Officer
Phone/email	201-547-5449	rbakersr@njicps.org

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

Contract Purpose

Barracuda software provides a high level of control over internet usage and web site access. This purchase is part of the replacement of old technology.

Cost (Identify all sources and amounts)

Acct: 04-215-55-960-990
\$30,956.80

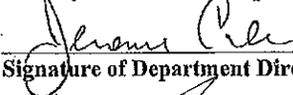
Contract term (include all proposed renewals)

Type of award

If "Other Exception", enter type

Additional Information

I certify that all the facts presented herein are accurate.


Signature of Department Director

3/25/15
Date

3/25/15





New Jersey Division of Revenue

Revenue

NJBGS

On-Line Business Registration Certificate Service

CERTIFICATE NUMBER 1561883 FOR CDW GOVERNMENT LLC IS VALID.

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

City Clerk File No. Res. 14.097

Agenda No. 10.Y

Approved: FEB 11 2014



TITLE:

RESOLUTION AUTHORIZING THE CITY OF JERSEY CITY TO EXECUTE A COOPERATIVE PRICING AGREEMENT WITH THE MIDDLESEX REGIONAL EDUCATIONAL SERVICES COMMISSION

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, N.J.S.A. 40A:11-10 et seq. authorizes a municipality to enter into a Cooperative Pricing Agreement with another public entity; and

WHEREAS, the City of Jersey City (City) desires to participate in a cooperative pricing system for the purchase of good and services; and

WHEREAS, certain economies can be achieved when public entities purchase goods and services together under a cooperative pricing agreement; and

WHEREAS, the Middlesex Regional Educational Services Commission is the lead agency under a Cooperative Pricing Agreement approved by the Division of Local Government Services (Division); and

WHEREAS, pursuant to N.J.A.C. 5:34-7.6, the City of Jersey City (City) may apply for membership in an approved Cooperative Purchasing System and **Middlesex Regional Educational Services Commission** is authorized to apply to the Director of the Division for approval on behalf of a proposed new member; and

WHEREAS, if the Division approves the City's membership application, the City will be able to purchase certain goods and services that Middlesex Regional Educational Services Commission has publicly bid for; and

WHEREAS, the City desires to become a member of the Cooperative Purchasing System for Which Middlesex Regional Educational Services Commission is the lead agency.

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

- The Mayor or Business Administrator is authorized to execute the agreement attached hereto to participate in the Cooperative Pricing System offered by the Middlesex Regional Educational Services Commission.

APPROVED: [Signature]

APPROVED AS TO LEGAL FORM [Signature]

APPROVED: [Signature]
Business Administrator

[Signature]
Corporation Counsel

Certification Required
Not Required

APPROVED 4-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 2.11.14											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

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

[Signature]
Robert Byrne, City Clerk

**MEMBERS OF THE NJ STATE APPROVED
MRES C COOPERATIVE PRICING SYSTEM # 65MCESCPS**

Essex conf'd		
Bloomfield Township of	Township of Millburn	Philip's Academy Charter
Caldwell-West Caldwell BOE	Millville BOE	Roseland BOE
Cedar Grove BOE	Irvington BOE	Seton Hall Prep
East Orange BOE	Livingston, Township of	People's Preparatory Charter School
City of East Orange	Montclair BOE	South-Orange Maplewood BOE
Essex County	Newark Educators Community Charter	The Township of South Orange Village
Essex County Vo-Tech School	Newark Legacy Charter	Team Academy Charter
Borough of Essex Fells	Newark Public Schools	Township of Verona
Essex Fells School District	North Caldwell BOE	Verona BOE
Essex Regl Educational Svcs Com.	North Star Academy	West Essex Regional BOE
Fairfield Township	Nutley BOE	Township of West Caldwell
Glen Ridge BOE	Nutley Township	West Orange Township
Livingston BOE	Roseville Community Charter	West Orange BOE
Gloucester		
Clayton Public Schools	Gloucester County College	Monroe BOE
Clearview Regional HSD	County of Gloucester	National Park School District
Delsea Reg. H S District	Gloucester County Special Services/Vocational-Technical Schools	Pitman BOE
Deptford Township BOE	Township of Gloucester	South Harrison Twp School District
Township of Franklin BOE	Greenwich Township BOE	Washington Township BOE
Gateway Regional High School	Harrison Township BOE	Westville BOE
Glassboro BOE	Kingsway Regional School District	Woodbury City Public School District
	Mantua Township BOE	Woodbury Heights BOE
Hudson		
City of Bayonne BOE	Hoboken BOE	M.E.T.S. Charter School
Beloved Community Charter	Hoboken Dual Language Charter School	Secaucus BOE
East Newark Public School	City of Jersey City	Washington Township BOE
Ethical Community Charter School	Jersey City Community Charter	Weehawken BOE
Elysian Charter School	Jersey City Public Schools	West New York BOE
Golden Door Charter School	Kearny BOE	Town of West New York
Guttenberg BOE	Hudson County	
Harrison Township of BOE	Hudson County Community College	
City of Hoboken	Hudson County Schools of Technology	
Hunterdon		
Alexandria BOE	French Town BOE	Lebanon Township BOE
Township of Bethlehem	Hampton Borough BOE	Milford BOE
Bloomsbury BOE	High Bridge BOE	Milford Borough of
Califon BOE	Borough of High Bridge	No. Hunterdon-Voorhees Reg. HS Dist
Clinton Township BOE	Township of Holland	Township of Raritan
Town of Clinton BOE	Holland Township BOE	Township of Readington
Delaware Valley Regl. HS BOE	Hunterdon Central Regional HS	Readington Township BOE
East Amwell BOE	Hunterdon County ESC	South Hunterdon Regl HS BOE
Township of East Amwell	Kingwood Township BOE	Tewksbury BOE
Flemington-Raritan SD	Borough of Lebanon BOE	Union Twp BOE
Franklin Township BOE	Township of Lebanon	West Amwell Township SD

As of 6/17/14



State of New Jersey
DEPARTMENT OF COMMUNITY AFFAIRS
101 SOUTH BROAD STREET
PO Box 803
TRENTON, NJ 08625-0803

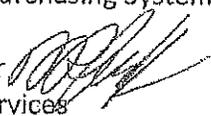
CHRIS CHRISTIE
GOVERNOR

KIM GUADAGNO
LT. GOVERNOR

RICHARD E. CONSTABLE, III
ACTING COMMISSIONER

MEMORANDUM

TO: Lead Agency for a Cooperative Purchasing System

FROM: Marc H. Pfeiffer, Deputy Director 
Division of Local Government Services

DATE: February 3, 2012

SUBJECT: Middlesex Regional Educational Services Commission Cooperative Pricing System - ID# 65MCESCCPS

The Division of Local Government Services is in receipt of your recent submission requesting:

- Registration of a Cooperative Pricing System
- Modification of a Cooperative Pricing System
- Registration Renewal of a Cooperative Pricing System

The documentation submitted has been reviewed and the forms attached to this memorandum contain the Division's response. Your new expiration date is **May 21, 2017**.

Should you have any questions regarding this matter, please contact Giulietta Passarelli at 609-292-7842.

MHP:gp

Note to File:
ID# 65MCESCCPS

- 1) Registration renewal
- 2) Added 11 new members: Freehold Reg. HS Dist.; Monroe Twp. BOE (Gloucester); Roseland BOE; Pitman BOE; Hammonton BOE; Moorestown BOE; Hackettstown BOE; Stafford Twp. BOE; Salem City BOE; Mount Olive Public Library; Burlington Twp. BOE

File #65

REQUEST FOR REGISTRATION OR MODIFICATION OF A COOPERATIVE PRICING SYSTEM, JOINT PURCHASING SYSTEM OR REGIONAL COOPERATIVE PURCHASING SYSTEM

(COOPERATIVE PURCHASING FORM CP-2001)

Return completed Form with all documentation to:
Cooperative Purchasing
Division of Local Government Services
 PO Box 803
 Trenton NJ 08625-0803
 Attn: Co-op

CONDITION

To the extent that bids may have been received or a contract may have been awarded by an unregistered Cooperative Purchasing System without it first having obtained the requisite approval from the Division pursuant to N.J.A.C. 5:34-7.1 et seq., the Division is not in a position to address or resolve any legal questions which may exist as a result of such circumstances.

SYSTEM TYPE

Cooperative Pricing System
 Joint Purchasing System
 Regional Cooperative Pricing System

SYSTEM IDENTIFICATION

System Name: Middlesex Regional Educational Services Commission

Identifier 65MCESCCPS

A t t a c h	<input type="checkbox"/> System Registration	<input type="checkbox"/> Add/Delete Member(s)	<input checked="" type="checkbox"/> Renew Registration	<input type="checkbox"/> Other (Check Below)
	<input type="checkbox"/> Lead Agency Resolution <input type="checkbox"/> Member Resolution(s) <input type="checkbox"/> Agreement(s)	<input type="checkbox"/> New Member Resolution(s) <input type="checkbox"/> Lead / Member Agreement(s)	<input checked="" type="checkbox"/> Lead Agency Resolution <input checked="" type="checkbox"/> List of Current Members (Submit new members on separate CP-2001)	<input type="checkbox"/> Change Lead Agency <input type="checkbox"/> Add/Delete Commodity <input type="checkbox"/> Change Address <input type="checkbox"/> Other (List Below)

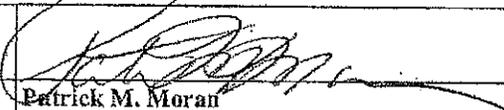
DETAILS (Identify changes in: membership, commodities purchased or other information as appropriate)

Middlesex Regional Educational Services Commission
 -65MCESCCPS

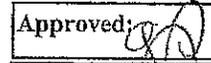
Current member list attached

2

This is to certify that the requirements of *N.J.S.A. 40A:11-1 et seq.* or *N.J.S.A. 18A:18A-1 et seq.*, as appropriate, and *N.J.A.C. 5:34-7.1 et seq.* are understood and the System is in compliance with them.

Signature:		E-mail Address:	<u>pmoran@mresc.k12.nj.us</u>
Name:	Patrick M. Moran	Phone:	732-777-9848; Ext. 3120
Title:	Business Administrator/Board Secretary	Date:	

Official Use:

Approved: 	Materials Complete: 2/3/12	Effective Date: 1/31/12	System Expiration: 5/21/2017
Disapproved:			

1.1.1

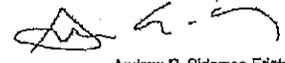
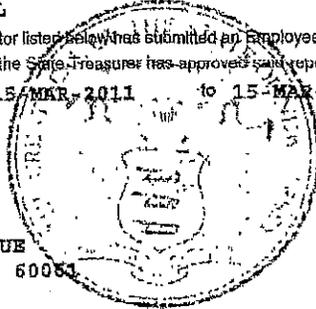
Certification 26158

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-2011** to **15-MAR-2014**

CDW GOVERNMENT, LLC
230 N. MILWAUKEE AVENUE
VERNON HILLS IL 60054


Andrew P. Sidamon-Eristoff
State Treasurer

RETURN WITH BID

(REVISED 4/10)

EXHIBIT A

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)

N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

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

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

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

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

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

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

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.

Signature _____

Tara K. Barbieri

Name Tara K. Barbieri

Title Director, Program Sales

Company Name: CDW Government LLC

Chapter 271
Political Contribution Disclosure Form
(Contracts that Exceed \$17,500.00)
Ref. N.J.S.A. 52:34-25

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that (Business Entity) has made the following reportable political contributions to any elected official, political candidate or any political committee as defined in N.J.S.A. 19:44-20.26 during the twelve (12) months preceding this award of contract:

Reportable Contributions

<u>Date of Contribution</u>	<u>Amount of Contribution</u>	<u>Name of Recipient Elected Official/ Committee/Candidate</u>	<u>Name of Contributor</u>

The Business Entity may attach additional pages if needed.

No Reportable Contributions (Please check (✓) if applicable.)

I certify that CDW Government LLC (Business Entity) made no reportable contributions to any elected official, political candidate or any political committee as defined in N.J.S.A. 19:44-20.26.

Certification

I certify, that the information provided above is in full compliance with Public Law 2005 - Chapter 271.

Name of Authorized Agent Tara K. Barbieri
 Signature *Tara K. Barbieri* Title Director, Program Sales
 Business Entity CDW Government LLC

To be completed and signed below.

Return with Bid

STOCKHOLDER/PARTNERSHIP DISCLOSURE AND STATEMENT OF OWNERSHIP

Please check one type of Ownership, complete the form, and execute where provided.

- Corporation
- Partnership
- Sole Proprietorship
- Sub Chapter S Corp.
- Limited Partnership
- Limited Liability Corp.
- Limited Liability Partnership
- Other _____

No corporation "or partnership" shall be awarded any contract nor shall any agreement be entered into for the performance of any work or the furnishing of any material or supplies, the cost of which is to be paid with or out of any public funds, by the State or any county, municipality or school district, or any subsidiary or agency of the State, or by an authority, board or commission which exercises governmental functions, unless prior to the receipt of the bid or accompanying the bid of said corporation or said partnership, there is submitted a statement setting forth the names and all individual partners in the partnership who own a 10% or greater interest therein, as the case may be." If one or more such stockholder "or partner" is itself a corporation "or partnership", the stockholder holding 10% or more of that corporation "or partnership" the individual partners owning 10% or greater interest in that partnership, as the case may be, shall also be listed. The disclosure shall be, continued until names and addresses of every non-corporate stockholder, and individual partner, exceeding the 10% ownership criteria established in this act, has been listed.

IT IS MANDATORY THAT THIS FORM BE COMPLETED AND SUBMITTED WITH BID. In the event that there are no persons who own ten percent or more of the stock or ownership of the respondent, then such fact should be certified below as part of this disclosure.

Name of Company CDW Government LLC
 Address 230 N. Milwaukee Avenue
 City, State, Zip Vernon Hills, IL 60061

*Please see the attached ownership statement included with these forms.

List of Owners with Ten Percent (10%) or More Interest

Owner's Name	Home Address	Title/Office Held	Percent (%) of Partnership Shares Owned

NOTE: If you need more space than that provided above, please use an extra sheet for furnishing the above required information for any remaining persons or entities.

Signature Tara K. Barbieri Date 06-07-13

(form continued on next page) →→

To be completed and signed below. Return with Bid

STOCKHOLDER/PARTNERSHIP DISCLOSURE AND STATEMENT OF OWNERSHIP (cont'd.)

If your firm is not a corporation and/or partnership, please explain below how your firm is organized and include a list of the various principals.

Our firm, _____, is organized

Names of Principals

Title

Use additional paper if needed. Check here if additional sheets are attached.
*Please see the attached ownership statement included with these forms.

Name of Company CDW Government LLC

Address 230 N. Milwaukee Avenue

City, State, Zip Vernon Hills, IL 60061

Authorized Agent: Tara K. Barbieri

Title: Director, Program Sales

Tara K. Barbieri
SIGNATURE OF AUTHORIZED AGENT



CERTIFICATE OF LIABILITY INSURANCE

CDWLLC

DATE (MM/DD/YYYY)
3/12/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. IF SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Commercial Lines - (617) 330-1005 Wells Fargo Insurance Services USA, Inc. 699 Boylston St, 6th Floor Boston, MA 02116	CONTACT NAME: PHONE (A/C, No, Ext): (800) 225-8504		FAX (A/C, No):
	ADDRESS:		
INSURED CDW Government LLC 230 North Milwaukee Avenue Vernon Hills, IL 60061	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Travelers Property Casualty Co of America		25674
	INSURER B: Charter Oak Fire Insurance Co.		25815
	INSURER C: New Hampshire Insurance Co.		23841
	INSURER D:		
	INSURER E:		

COVERAGES **CERTIFICATE NUMBER:** 6727703 **REVISION NUMBER:** See below

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURER WAIVED	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY		6600252P993	10/01/2012	10/01/2013	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY		Domestic Auto - BA0239P10A	10/01/2012	10/01/2013	COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS					BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB					EACH OCCURRENCE \$
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					AGGREGATE \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		086476351 (AOS)	10/01/2012	10/01/2013	<input checked="" type="checkbox"/> WQ STATUTORY LIMITS <input type="checkbox"/> OTHER
C	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NJ) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	086476352 (MA,ND,OH,WA,WI,WY)	10/01/2012	10/01/2013	E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 The certificate holder is included as additional insured applicable to the General Liability where required by written contract, regarding the activities of the Named Insured per form #CGD4170708.
 A Waiver of Subrogation for Workers' Compensation coverage is included.

CERTIFICATE HOLDER

Middlesex Regional Educational Services Commission
 1660 Stelton Road
 Second Floor
 Isclafway, NJ 08854

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Joan Brada

The ACORD name and logo are registered marks of ACORD

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ACORD 25 (2010/05)

(This certificate replaces certificate 493227 issued on 1/9/2012)

State of New Jersey
Division of Purchase and Property
DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

Solicitation Number: MRESC 13/14-04, Technology Supplies & Services Bidder/Offeree: CDW Government LLC

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that the person or entity, or one of the person or entity's parents, subsidiaries, or affiliates, is not identified on a list created and maintained by the Department of the Treasury as a person or entity engaging in investment activities in Iran. If the Director finds a person or entity to be in violation of the principles which are the subject of this law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the person or entity.

I certify, pursuant to Public Law 2012, c. 25, that the person or entity listed above for which I am authorized to bid/renew:

- X is not providing goods or services of \$20,000,000 or more in the energy sector of Iran, including a person or entity that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran, AND
- X is not a financial institution that extends \$20,000,000 or more in credit to another person or entity, for 45 days or more, if that person or entity will use the credit to provide goods or services in the energy sector in Iran.

In the event that a person or entity is unable to make the above certification because it or one of its parents, subsidiaries, or affiliates has engaged in the above-referenced activities, a detailed, accurate and precise description of the activities must be provided in part 2 below to the Division of Purchase and Property under penalty of perjury. Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN

You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below.

EACH BOX WILL PROMPT YOU TO PROVIDE INFORMATION RELATIVE TO THE ABOVE QUESTIONS. PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION. IF YOU NEED TO MAKE ADDITIONAL ENTRIES, CLICK THE "ADD AN ADDITIONAL ACTIVITIES ENTRY" BUTTON.

Name _____	Relationship to Bidder/Offeree _____
Description of Activities _____ _____	
Duration of Engagement _____	Anticipated Cessation Date _____
Bidder/Offeree Contact Name _____	Contact Phone Number _____

ADD AN ADDITIONAL ACTIVITIES ENTRY

Certification: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity. I acknowledge that the State of New Jersey is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the State to notify the State in writing of any changes to the answers of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the State of New Jersey and that the State at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): Tara K. Barbieri

Signature: *Tara K. Barbieri*

Title: Director, Program Sales

Date: 06/17/13

Section B – Acceptance of Bid and Contract Award

Section B. Acceptance of Bid and Contract Award - MRESC 13/14-04 Technology Supplies & Services

ACCEPTANCE OF BID AND CONTRACT AWARD TO BE COMPLETED BY BIDDER

In compliance with the Request for Bid, the undersigned warrants that I/we have examined the instructions to Respondents, and, being familiar with all of the conditions surrounding the proposed projects, hereby offer and agree to furnish all labor, materials, and supplies incurred in compliance with all terms, conditions, specifications and amendments in the Request for Bid. Signature also certifies understanding and compliance with the certification requirements of the MRESC's Terms and Conditions and any special Terms and Conditions if applicable. The undersigned understands that his/her competence and responsibility and that of any proposed subcontractors, time of completion, as well as other factors of interest to the MRESC as stated in the evaluation section will be a consideration in making the award.

Your bid for contracting services is hereby accepted. As contractor, you are now bound to sell the materials and services listed by the attached bid based upon the solicitation, including all terms, conditions, specifications, amendments as set forth in the Request for Bid. As contractor you are hereby cautioned not to commence any billable work or provide any material or service under this contract until contractor receives an executed purchase order from a Co-op Member. The parties intend this contract to constitute the final and complete agreement between the MRESC and contractor, and no other agreements, oral or otherwise, regarding the subject matter of this contract, shall bind any of the parties hereto. No change or modification of this contract shall be valid unless it shall be in writing and signed by both parties to this contract. If any provision of this contract is deemed invalid or illegal by any appropriate court of law, the remainder of this contract shall not be affected thereby. The term of the agreement shall commence on award and continue for one year unless terminated, canceled or extended. By mutual written agreement, the contract may be extended for twelve additional months.

Company Name CDW Government LLC Date 06-07-13
Company Address 2 Corporate Dr., Suite 800 City Shelton State CT Zip 06484
Contact Person Kimberly Sherwood Title Proposal Specialist II
Authorized Signature (ink only) *Patrick M. Moran* Title Director, Program Sales

ACCEPTANCE OF BID AND CONTRACT AWARD TO BE COMPLETED ONLY BY MRESC

Awarding Agency: Middlesex Regional Educational Services Commission

Agency Executive: *Patrick M. Moran*
Patrick M. Moran, SBA/BS

Awarded this 14th day of 6 2013 Contract Number MRESC 13/14-04

DW Government LLC
06-11-13
MRESC
Technology Supplies and Services
Bid Number MRESC 13/14-04



Certification 26158

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



CDW GOVERNMENT, LLC
230 N. MILWAUKEE AVENUE
VERNON HILLS IL 60061



Andrew P. Sidamon-Eristoff
State Treasurer



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: CDW GOVERNMENT LLC
Trade Name:
Address: 200 N MILWAUKEE AVE
VERNON HILLS, IL 60061
Certificate Number: 1561883
Effective Date: May 10, 2010
Date of Issuance: April 25, 2011

For Office Use Only:
20110425105752138

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): Matt Flood, Proposals Supervisor

Representative's Signature: _____

Name of Company: CDW Government LLC

Tel. No.: 800.808.4239

Date: 03.26.2015

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

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

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

Business Name: CDW Government LLC
Address: 230 N. Milwaukee Avenue
Vernon Hills, IL. 60061
Telephone No. : 800.808.4239
Contact Name: Mike Truncone, Account Manager

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 of the City of Jersey City, N.J.

City Clerk File No. Res. 15.246

Agenda No. 10.U

Approved: APR 08 2015

TITLE:



RESOLUTION AUTHORIZING AWARD OF CONTRACT TO MILLENNIUM COMMUNICATIONS FOR THE INSTALLATION, INTEGRATION AND IMPLEMENTATION OF A SECURITY CAMERA SYSTEM UNDER STATE CONTRACT FOR THE DEPARTMENT OF ADMINISTRATION (DIVISION OF ARCHITECTURE, ENGINEERING, TRAFFIC AND TRANSPORTATION)

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, the Municipal Services Complex at Linden Avenue needs a Security Camera System that requires Installation, Integration and Implementation to be fully operational; 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 \$36,000.00; and

WHEREAS, Millennium Communications, 11 Melanie Lane, Unit 13, East Hanover, New Jersey 07936 is an authorized dealer and distributor of Cisco Systems and is in possession of WSCA/NASPO State Contract No. A87720, submitted a proposal in the amount of Three Hundred Fourteen, Three Hundred Sixty Six Dollars and Fifteen Cents (\$314,366.15) for the Installation, Integration and Implementation of the Security Camera System; and

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

Account	P.O. #	State Contract	Total Contract
04-215-55-886-990	116764	A87720	\$314,366.15

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

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

1. A contract is awarded to Millennium Communications for the Installation, Integration and Implementation of the Security Camera System at the Municipal Services Complex.
2. The total contract amount is \$314,366.15.
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 receive the equipment 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.
5. The Mayor or Business Administrator is hereby authorized to execute a contract on behalf of the City of Jersey City.

(Continued to page 2)

City Clerk File No. Res. 15.246

Agenda No. 10.U APR 08 2015

TITLE:

RESOLUTION AUTHORIZING AWARD OF CONTRACT TO MILLENNIUM COMMUNICATIONS FOR THE INSTALLATION, INTEGRATION AND IMPLEMENTATION OF A SECURITY CAMERA SYSTEM UNDER STATE CONTRACT FOR THE DEPARTMENT OF ADMINISTRATION (DIVISION OF ARCHITECTURE, ENGINEERING, TRAFFIC AND TRANSPORTATION)

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

Account	P.O. #	State Contract	Total Contract
04-215-55-886-990	116764	A87720	\$314,366.15

Approved by Peter Folgado, Director of Purchasing, RPPO, QPA

March 25, 2015
Date

PF/pv
3/25/15

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: _____

Business Administrator

Corporation Counsel

Certification Required

Not Required

APPROVED 9-0

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

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

RESOLUTION FACT SHEET - CONTRACT AWARD

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

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING AWARD OF CONTRACT TO MILLENNIUM COMMUNICATIONS FOR THE INSTALLATION, INTEGRATION AND IMPLEMENTATION OF SECURITY CAMERA SYSTEM AT THE MUNICIPAL SERVICES COMPLEX, 13 LINDEN AVENUE EAST UNDER STATE CONTRACT FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF ARCHITECTURE, ENGINEERING, TRAFFIC AND TRANSPORTATION

Project Manager

Department/Division	Administration	Architecture, Engineering and Traffic
Name/Title	Brian F. Weller, Director	Architect
Phone/email	(201) 547-5900	Wellerb@cnj.org

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

Contract Purpose

Installation of 75 security cameras at various locations at the new Municipal Services Complex; Main Office Building, DPW Automotive Garage, ESU Building, Outdoor Storage Area and Storage Shop Building. Cameras purchased under separate contract through IT.

Cost (Identify all sources and amounts)

Capital Improvements Account No.:
04-215-55-886-990 - \$314,366.15

Contract term (include all proposed renewals)

Approximately four (4) to six (6) months

Type of award

Fair and Open – State Contract

If "Other Exception", enter type

Additional Information

Engineering & Design – Supply CAD Drawings of camera locations & type; coordinate with owner and other trades. Configuration – LAN Switches, cameras, new workstations, security system, federate systems into existing Jersey City network. Training 2 days on Security System 1 @ DPW and 1 @ ESU. Electronic copies of As-Builts, Equipment Manuals and Network Configuration.

I certify that all the facts presented herein are accurate.


Signature of Department Director

3-30-15
Date



3/30/15



NJ State Contract/WSCA #87720

February 13th, 2015

Martin J. Valenti
Assistant Director of Environmental Compliance Jersey City Incinerator Authority
Jersey City DPW
Municipal Services Complex
Jersey City, New Jersey 07305

RE: Security @ the JC MSC Revision #5

Dear Martin:

Thank you for allowing Millennium Communications the opportunity to address your requirements for the new JC DPW complex on Linden Ave. This proposal covers all the camera requirements that were requested on site. The following is broken down by building and floors for your review.

Work will be performed at 1st Shift
Jersey City will supply all Axis cameras (excluding mounts)
Total Cameras 75 (41 Outdoor – 34 Indoor)

MAIN OFFICE MSC BUILDING 2nd FLOOR MDF:

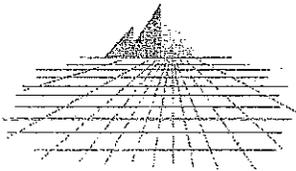
Video Surveillance Hardware & Software, Software Maintenance
Genetec Security Center (GSC) Base Package - Version 5.2
One (1) GSC Directory, five (5) Security Desk client connections, Alarm Management, Advanced Reporting, System Partitioning, Zone Monitoring, Email Support, Incident Reports.
GSC Omnicast Enterprise Package
Archiving support, Media Router, Audio, Camera Sequences, Time Zone, Edge recording and trickling, 1 Keyboard connection, Max. 300 cameras per Archiver / 100 cameras on the Directory machine
Camera Licenses 75
SMA (Service Maintenance Agreement – 1Year)

11 Melanie Lane, Unit 13, East Hanover, NJ 07936

Phone: 800.677.1919 Fax: 973.503.0111

www.millenniuminc.com

Millennium Communications Group Is An Affirmative Action, Equal Opportunity Employer



Cisco Specified Server

(2) Intel E3-1270V3 QuadCore CPU's – (3.5GHz X 4) – 8MB Cache + HT+Turbo
Supermicro single CPU E3/V3 Series Motherboard
2 X 120GB Intel SSD SATAIII - Raid 1 Server Grade for OS
8GB DDRIII 1333Mhz - 4GB X 2 - Certified ECC Registered - Quad Channel
Microsoft Keyboard /Mouse
LSI 9266 8 channel SATAIII/SAS hardware Raid Controller 1/5/6/10 - 1GB
Internal 8 Port SATAIII Expander
Integrated Video + Video Card 1GB - VGA-DVI-HDMI
Dual Gigabit Lan ports
2U Rack with 720 Watt Redundant Power Supply 80+ - Includes Rail Kit
4 X USB 2.0
8 SATAIII HotSwap Bays + 2 Internal bays for OS Drives
8 X Slim DVD/CD
Windows Server 2008 R2 + 5 Lic- 64 Bit
Storage – SATAIII – 6 GB/s 6TB Drives, 8 Drives – 32 TB (Approx. 30 day of recording)
F&I 3 – Client Workstation computers
Cisco Electronics and Smart Net

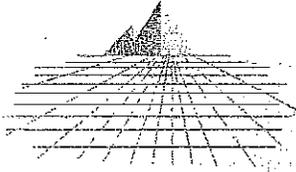
MSC MAIN BUILDING 2nd FLOOR (15 Cameras):

Includes MDF Build-out & Server Wiring

Install 2 - Axis P3354 Indoor dome cameras
Install 2 - Axis PQ6045 PTZ Indoor camera
Install 11 – Axis P3346 VE 3 MP dome cameras (outdoor)
F&I all mounting brackets, hardware & extension pipes (deck to ceiling height)
Install all equipment & wiring of Security System
F&I UPS system
F&I Cat 5e cables from closet to camera (camera to be powered by PoE switches – (See Lan Equipment)
F&I 1 Cat 5e Patch Panel - 24 Port
Cisco Electronics and Smart Net

MSC MAIN BUILDING 1st FLOOR (4 Cameras):

Install 2 - Axis P3354 Indoor dome cameras
Install 2 – Elevator cameras
F&I all mounting brackets, hardware & extension pipes (deck to ceiling height)
F&I Cat 5e from closet to camera (camera to be powered by PoE switches – (See Lan Equipment)



MSC MAIN BUILDING 3rd FLOOR (4 Cameras):

Install 2 - Axis P3354 Indoor dome camera

Install 1 - Axis M3007-P PTZ indoor

Install 1 - P3346-VE Indoor 3MP

F&I all mounting brackets, hardware & extension pipes (deck to ceiling height)

F&I Cat 5e cables from closet to camera (camera to be powered by PoE switches - (See Lan Equipment))

DPW AUTOMOTIVE GARAGE AREA & GUARD BOOTH (20 Cameras):

Install 13 - Axis P3354 Indoor dome camera

Install 7 - Axis P3346 3MP Outdoor Dome cameras

F&I all mounting brackets, hardware & extension pipes (deck to ceiling height)

F&I 1 - 4' Wall Mount Cabinet in Electrical Room

F&I Wireless Link from Guard Booth Entrance

F&I UPS system

F&I Cat 5e cables from closet to camera (camera to be powered by PoE switches - (See Lan Equipment))

F&I 1 Cat 5e Patch Panel - 24 Port

F&I Fiber Link to MDF

Cisco Electronics and Smart Net

ESU BUILDING (12 Cameras):

Install 5 - Axis P3354 Indoor dome camera

Install 7 - Axis P3346 3MP Dome cameras

F&I 1 - Client Workstation computers

F&I Wireless Link from Storage Area

F&I all mounting brackets, hardware & extension pipes (deck to ceiling height)

F&I 1 - Utility Rack

F&I UPS system

F&I Cat 5e cables from closet to camera (camera to be powered by PoE switches - (See Lan Equipment))

F&I 1 Cat 5e Patch Panel - 24 Port

Cisco Electronics and Smart Net

OUTDOOR STORAGE AREA (7 Cameras):

Install 1 - Axis PQ6045 PTZ Indoor camera

Install 6 - Axis P3346 3MP Dome cameras

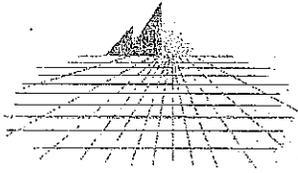
F&I all mounting brackets, hardware & extension pipes (deck to ceiling height)

F&I 1 - Utility Rack

F&I UPS system

F&I Cat 5e cables from closet to camera (camera to be powered by PoE switches - (See Lan Equipment))

F&I 1 Cat 5e Patch Panel - 24 Port



STORAGE SHOP BUILDING (13 Cameras):

Install 1 – M3007-P Indoor PTZ

Install 5 - Axis P3354 Indoor dome camera

Install 7 – Axis P3346 3MP Dome cameras

F&I all mounting brackets, hardware & extension pipes (deck to ceiling height)

F&I 1 – Utility Rack

F&I UPS system

F&I Cat 5e cables from closet to camera (camera to be powered by PoE switches – (See Lan Equipment)

F&I 1 Cat 5e Patch Panel - 24 Port

PROJECT SUPPORT:

Engineering & Design - Supply CAD drawings of camera locations & type.

MDF & IDF LAN connections. Final As-Built in CAD.

Project Manager – Coordinate with owner (JC), EPIC (CM) & other trades

Configuration – LAN switches, cameras, new workstations, Security System, Federate systems
Into existing JC Network

Training – 2 days on Security system (1 @ DPW & 1 @ ESU)

Documentation – Test Results, Electronics copies of As-builts, Equipment Manuals &
Network Configuration

TOTAL PROJECT

\$348,933.97

We look forward to working with you. If you have any questions or require further information, please do not hesitate to contact us.

Sincerely,

Bob Ritchie

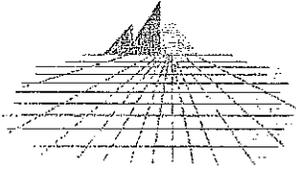
President

11 Melanie Lane, Unit 13, East Hanover, NJ 07936

Phone: 800.677.1919 Fax: 973.503.0111

www.millenniuminc.com

Millennium Communications Group Is An Affirmative Action, Equal Opportunity Employer



Standard Terms & Conditions

All work to be performed during normal working hours. Access without delay is the responsibility of others. Delays attributable to customer, other trades, etc. may have an impact on project schedule and pricing. All conduits, ducts, ceiling space, and pathways to be free and clear. All material is guaranteed to be as specified. All work to be completed in a workmanlike manner and in accordance with industry practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements are contingent upon strikes, accident or delays beyond our control.

This estimate is valid for 90 days. Payment terms are net 30 days from invoice date; materials will be invoiced at start of project, and progress payments for labor will be invoiced commensurate to work accomplished at the end of each month. Owner to carry fire and other necessary insurance. Our workers are fully covered by Worker's Compensation Insurance.

Unless otherwise agreed to in writing, Buyer shall pay for the services rendered within thirty (30) days of the date of invoice. In the event

Buyer fails to pay the total purchase price within said 30-day period; Seller shall be entitled to collect an interest charge of the lesser of

1.5 % per month or the maximum amount allowed by applicable laws applied to the unpaid purchase price. Seller shall also be entitled, in addition to all other remedies available at law or in equity, to recover reasonable attorney's fees and/or other expenses in collecting the purchase price or otherwise enforcing or successfully defending itself in respect of this sales contract. Customer signature and Purchase Order are required before work will commence.

Customer Acceptance

The above pricing, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to perform the work as specified. Payment will be made as outlined above.

Signature	Print Name	Title	Date
Please fax to (973) 503- 0111.			



Project Name:
Created On:

Jersey City DPW Complex LAN
13 Feb 2015

Schedule A

Model/Name	Description	Qty	Unit Price	Disc %	Unit Price	Extended
ESU BUILDING-MDF						
Materials						
WS-C2860X-24PS-L	Catalyst 2860-X-24 GigE PoE 370W, 4 x 1G SFP, LAN Base	1	\$ 3,195.00	35.00	\$ 2,076.75	\$ 2,076.75
CAB-AC15A-90L-US	15A AC Pwr Cord, left-angle (United States) (bundle option)	1	\$ -	35.00	\$ -	\$ -
GLC-LH-SMD=	1000BASE-LX/LH SFP transceiver module, MMF/SMF, 1310nm, DOM	1	\$ 995.00	35.00	\$ 646.75	\$ 646.75
FIBER-PATCHCORD	Fiber Patch Cord upto 5ft	2	\$ 35.00	0.00	\$ 35.00	\$ 70.00
Accessories						
CIVS-6KA-PENHEAD=	Ceiling mount for 35xx, 6k, and 7030 IP Domes	5	\$ 150.00	35.00	\$ 97.50	\$ 487.50
CIVS-6KA-3FTEXT	Threaded Extension	5	\$ 60.00	35.00	\$ 39.00	\$ 195.00
CIVS-6KA-PENCAP	Pendant Cap for 35xx, 6k, and 7030 IP Domes	5	\$ 120.00	35.00	\$ 78.00	\$ 390.00
CIVS-6KA-GNECK=	Wall Bracket	7	\$ 150.00	35.00	\$ 97.50	\$ 682.50
CIVS-6KA-3FTEXT	Threaded Extension	7	\$ 60.00	35.00	\$ 39.00	\$ 273.00
CIVS-6KA-PENCAP	Pendant Cap for 35xx, 6k, and 7030 IP Domes	7	\$ 120.00	35.00	\$ 78.00	\$ 546.00
			\$ -	0.00	\$ -	\$ -
			\$ -	0.00	\$ -	\$ -
					Materials	\$ 5,367.50
Services						
CON-SNT-WSC224SL	SMARTNET 8X5XNBD Catalyst 2860-X 24 G	1	\$ 192.00	10.00	\$ 172.80	\$ 172.80
Tier 2 Support	Installation & Configuration of LAN Switches	8	\$ 140.00	0.00	\$ 140.00	\$ 1,120.00
Tier 1 Support	Cabling & Camera Install	64	\$ 110.00	0.00	\$ 110.00	\$ 7,040.00
Tier 2 Support	Cabling & Camera Install	160	\$ 140.00	0.00	\$ 140.00	\$ 22,400.00
					Services	\$ 30,732.80
					ESU BUILDING-MDF	\$ 35,100.30

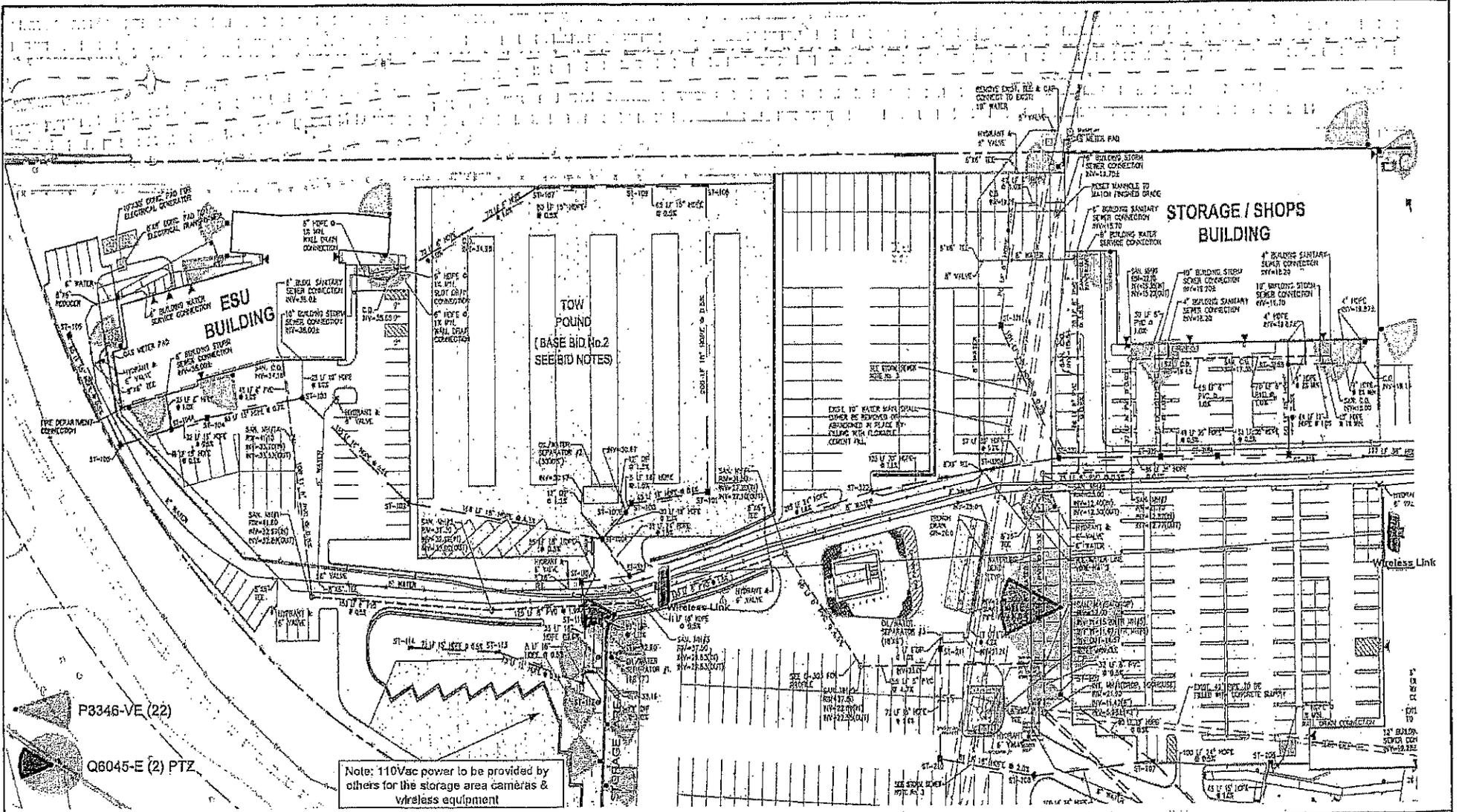
MUNICIPAL BUILDING2, FLOOR-MDF

Model/Name	Description	Qty	Unit Price	Disc %	Unit Price	Extended
Materials						
CPS-UCS-1RU-K9	Cisco Connected Safety and Security UCS C220 1-RU	1	\$ 3,825.00	35.00	\$ 2,486.25	\$ 2,486.25
CPS-BBLKD-L	3.5-inch HDD Blanking Panel	2	Included	0.00	\$ -	\$ -
CPS-CPU-E5-2609	2.4 GHz E5-2609/80W 4C/10MB Cache/DDR3 1666MHz	1	Included	0.00	\$ -	\$ -
CPS-MR-1X082RY-A	8GB DDR3-1600-MHz RDIMM/PC3-12800/dual rank/1.35v	1	Included	0.00	\$ -	\$ -
CPS-PCIF-01F	Full height PCIe filler for CPS UCS	1	Included	0.00	\$ -	\$ -
CPS-PSU-650W-D	650W power supply for CPS servers	1	Included	0.00	\$ -	\$ -
CPS-RAID-ROM15	Embedded SW RAID 0/1/10/5, 4 ports SAS/SATA	1	Included	0.00	\$ -	\$ -
CAB-9K12A-NA	Power Cord, 125VAC 13A NEMA 5-15 Plug, North America	2	\$ 35.00		\$ -	\$ -
CPS-HDD1T1F212	1TB SAS 7.2K RPM 3.5 inch HDD/hot plug/drive sled mounted	2	\$ 730.00	35.00	\$ 474.50	\$ 949.00
CPS-PSU-650W	650W power supply for CPS servers	1	\$ 650.00	35.00	\$ 409.50	\$ 409.50
CPS-UCS-2RU-K9	Cisco Connected Safety and Security UCS C240 2-RU	3	\$ 12,400.00	35.00	\$ 8,060.00	\$ 24,180.00
CPS-CPU-E5-2620	2.0 GHz E5-2620/95W 6C/15MB Cache/DDR3 1333MHz	4	Included	0.00	\$ -	\$ -
CPS-MR-1X082RY-A	8GB DDR3-1600-MHz RDIMM/PC3-12800/dual rank/1.35v	4	Included	0.00	\$ -	\$ -
CPS-PCIF-01F	Full height PCIe filler for CPS UCS	2	Included	0.00	\$ -	\$ -
CPS-PSU-650W-D	650W power supply for CPS servers	4	Included	0.00	\$ -	\$ -
CPS-RAID9271CV-8ID	MegaRAID 9271CV Raid card	2	Included	0.00	\$ -	\$ -
CAB-9K12A-NA	Power Cord, 125VAC 13A NEMA 5-15 Plug, North America	4	\$ 35.00		\$ -	\$ -
CPS-HDD2T1F213	2TB SAS 7.2K RPM 3.5 inch HDD/hot plug/drive sled mounted	36	\$ 1,199.00	35.00	\$ 779.35	\$ 28,056.60
R2XX-RAID6	Enable RAID 6 Setting	3	\$ 1.00	35.00	\$ 0.65	\$ 1.95
FIBER-PATCHCORD	Fiber Patch Cord upto 5ft	4	\$ 35.00	0.00	\$ 35.00	\$ 140.00
GLC-LH-SMD=	1000BASE-LX/LH SFP transceiver module, MMF/SMF, 1310nm, DOM	3	\$ 995.00	35.00	\$ 646.75	\$ 1,940.25
GLC-SX-MM=	1G SFP, LC connector SX transceiver	3	\$ 500.00	35.00	\$ 325.00	\$ 975.00
L-CPS-FD-VSOM=	E Delivery license for one VSOM in Federator	1	\$ 1,000.00	35.00	\$ 650.00	\$ 650.00
WS-C3850-48F-S	Cisco Catalyst 3850 48 Port Full PoE IP Base	1	\$ 14,000.00	35.00	\$ 9,100.00	\$ 9,100.00
CAB-SPWR-30CM	Catalyst 3750X Stack Power Cable 30 CM	1	Included	0.00	\$ -	\$ -
PWR-C1-1100WAC	1100W AC Config 1 Power Supply	1	Included	0.00	\$ -	\$ -
S3850UK9-32-0SE	CAT3850 UNIVERSAL	1	Included	0.00	\$ -	\$ -
STACK-T1-50CM	50CM Type 1 Stacking Cable	1	Included	0.00	\$ -	\$ -
C3850-NM-4-1G	3850 Catalyst 3850 4 x 1GE Network Module	1	\$ 500.00	35.00	\$ 325.00	\$ 325.00
CAB-TA-NA	North America AC Type A Power Cable	1	\$ -	35.00	\$ -	\$ -
Accessories						
CIVS-6KA-PENHEAD=	Ceiling mount for 35xx, 6k, and 7030 IP Domes	28	\$ 150.00	35.00	\$ 97.50	\$ 2,730.00
CIVS-6KA-3FTEXT	Threaded Extension	28	\$ 60.00	35.00	\$ 39.00	\$ 1,092.00
CIVS-6KA-PENCAP	Pendant Cap for 35xx, 6k, and 7030 IP Domes	28	\$ 120.00	35.00	\$ 78.00	\$ 2,184.00
CIVS-6KA-GNECK=	Wall Bracket	33	\$ 150.00	35.00	\$ 97.50	\$ 3,217.50
CIVS-6KA-3FTEXT	Threaded Extension	33	\$ 60.00	35.00	\$ 39.00	\$ 1,287.00
CIVS-6KA-PENCAP	Pendant Cap for 35xx, 6k, and 7030 IP Domes	33	\$ 120.00	35.00	\$ 78.00	\$ 2,574.00
Wireless Equipment						
AIR-CAP2702I-A-K9	802.11ac CAP w/CleanAir, 3x4-3SS; Int Ant; A Reg Domain	4	\$ 1,095.00	35.00	\$ 711.75	\$ 2,847.00
AIR-AP-T-RAIL-R	Ceiling Grid Clip for Arlonet AP's - Recessed Mount (Default)	4	Included	35.00	\$ -	\$ -

One Point of Contact.
Endless Possibilities.



Model # 5XC28	EMT 3/4" Couplers	150	\$	4.61	35.00	\$	3.00	\$	450.00
Model # 3LT193	EMT 3/2" Couplers	25	\$	30.00	35.00	\$	19.50	\$	487.50
Model # 2CLK6	EMT 90 Degree 3/4"	25	\$	6.36	35.00	\$	4.13	\$	103.25
Model # 2CLH4	EMT 90 Degree 2"	10	\$	45.40	35.00	\$	29.51	\$	295.10
Rental	Scissor Lift Auto Garage	1	\$	2,500.00				\$	2,500.00
Model # 703 1	Channel Pipe Clamps Pk 10	5	\$	19.25	35.00	\$	12.51	\$	62.55
Equipment Cabinet	Universal Wall Mount Rack	4	\$	1,764.42	35.00	\$	1,146.87	\$	4,587.48
Model # B1400S 10EG	Slotted Channel 1-5/8" 10'	50	\$	29.20	35.00	\$	18.98	\$	949.00
Materials									\$ 34,567.82
OPEN MARKET / COMPLETE									\$ 34,567.82
PROJECT TOTAL									\$ 348,993.97



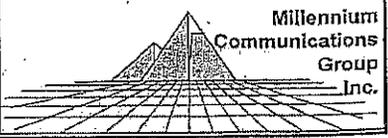
P3346-VE (22)

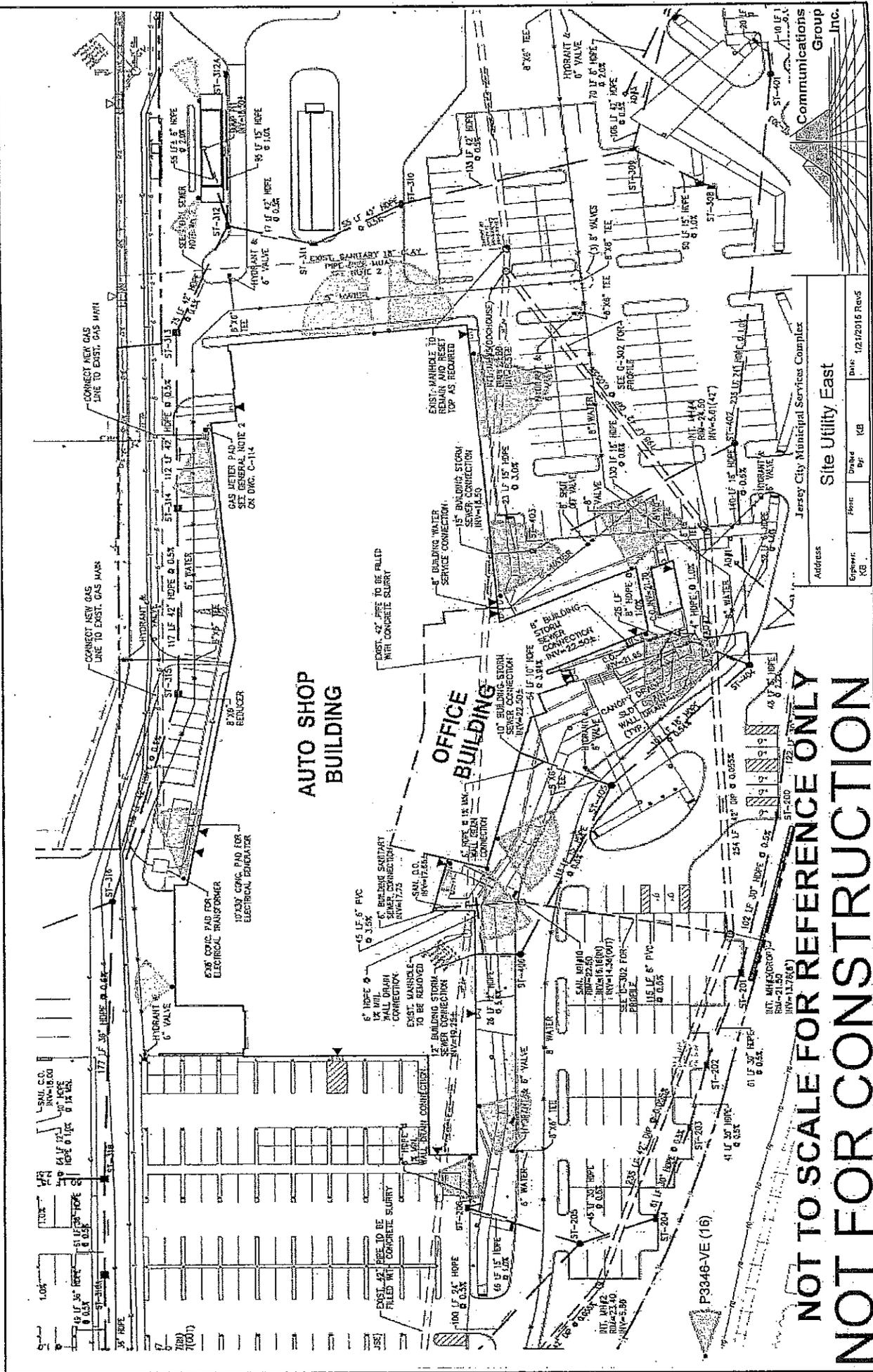
Q6045-E (2) PTZ

Note: 110Vac power to be provided by others for the storage area cameras & wireless equipment

NOT TO SCALE FOR REFERENCE ONLY
NOT FOR CONSTRUCTION

Customer	JERSEY CITY INCINERATOR AUTHORITY Jersey City Municipal Services Complex		
Address	Site Utility		
Engr:	Floor:	Distak:	Date:
KB		KB	1/21/2015 Rev5

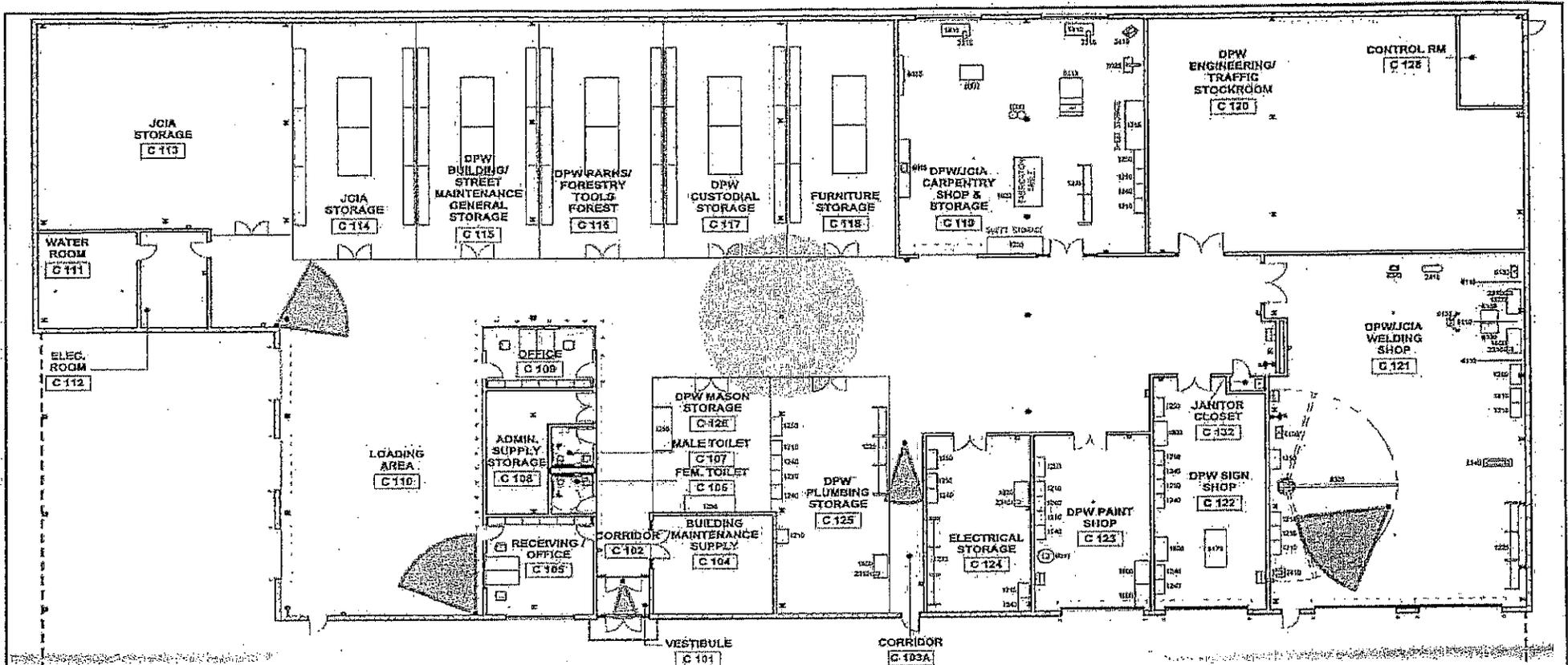




Address	Jersey City Municipal Services Complex		
Site Utility East	Drawn By	KB	Date
Supervise	KB	12/12/2016	Revis

NOT TO SCALE FOR REFERENCE ONLY
NOT FOR CONSTRUCTION

Communications Group Inc.



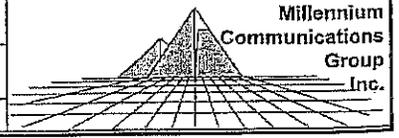
M3007-P 360 Degree Camera (1)

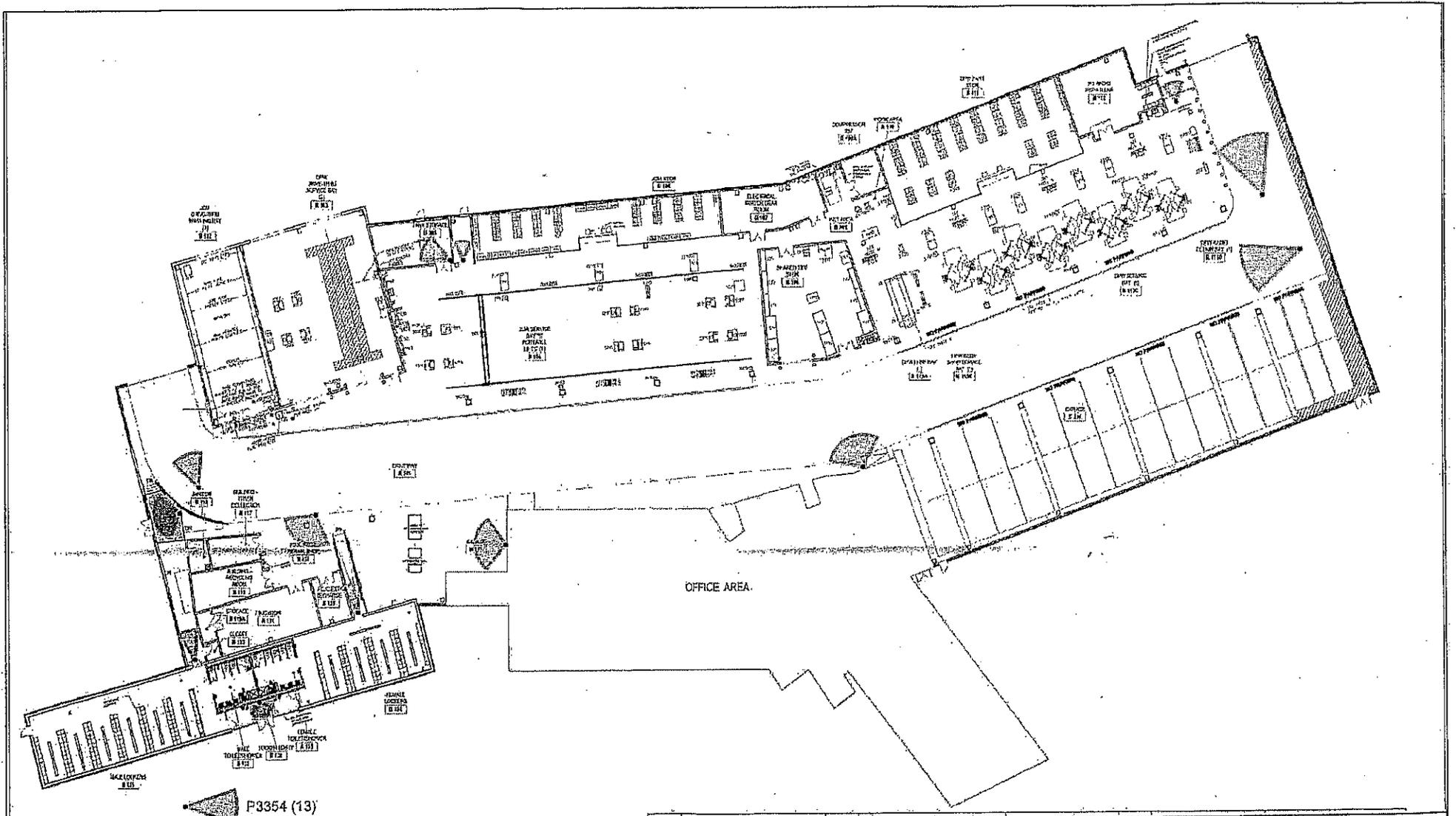


P3354 (5)

**NOT TO SCALE FOR REFERENCE ONLY
NOT FOR CONSTRUCTION**

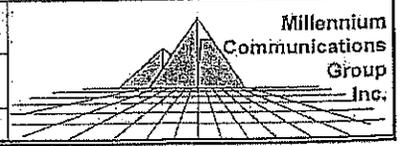
Customer				JERSEY CITY INCINERATOR AUTHORITY Jersey City Municipal Services Complex	
Address				Shop Building	
Engineer	Flcon	Drawn By	Date	1/21/2015 Rev5	
KB		KB			

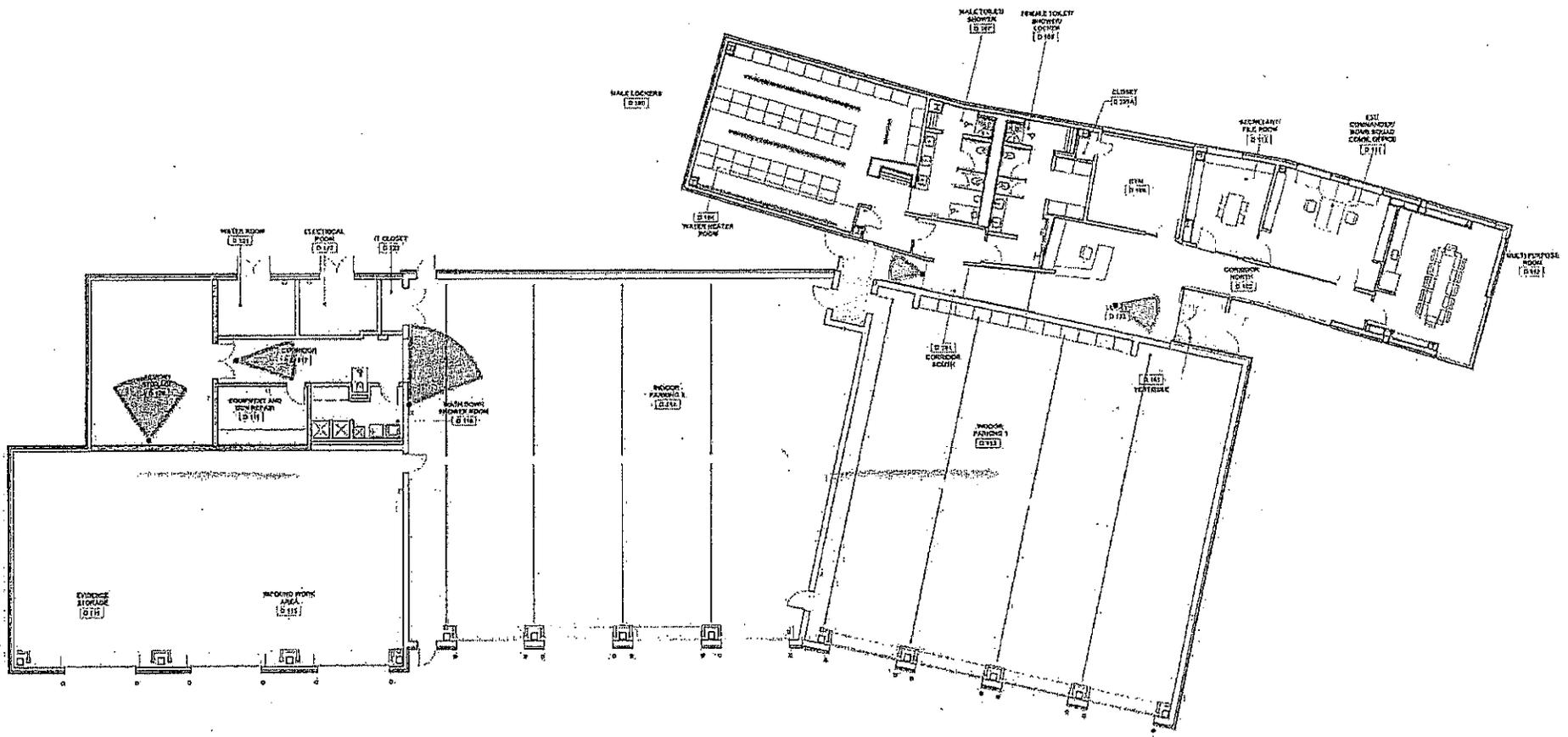




**NOT TO SCALE FOR REFERENCE ONLY
NOT FOR CONSTRUCTION**

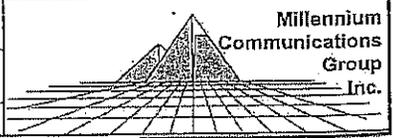
Customer: JERSEY CITY INCINERATOR AUTHORITY Jersey City Municipal Services Complex			
Address: Automotive			
Engineer: KB	Floor:	Drawn By: KB	Date: 1/21/2015 Rev5

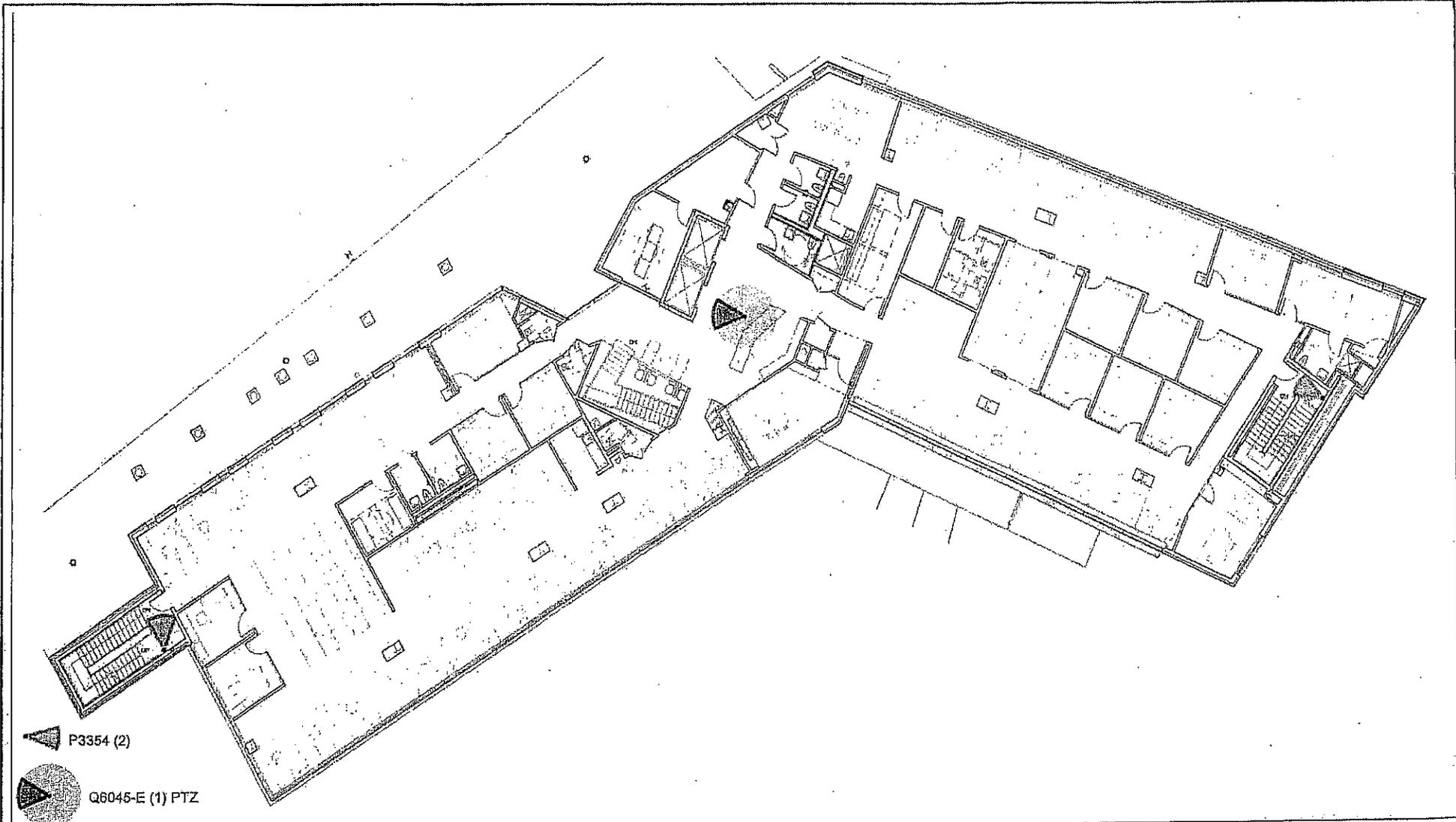




**NOT TO SCALE FOR REFERENCE ONLY
NOT FOR CONSTRUCTION**

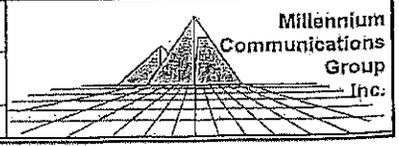
Customer	JERSEY CITY INCINERATOR AUTHORITY Jersey City Municipal Services Complex		
Address	ESU		
Engineer	Floor	Drawn By	Date
KB		KB	1/21/2015 Rev5

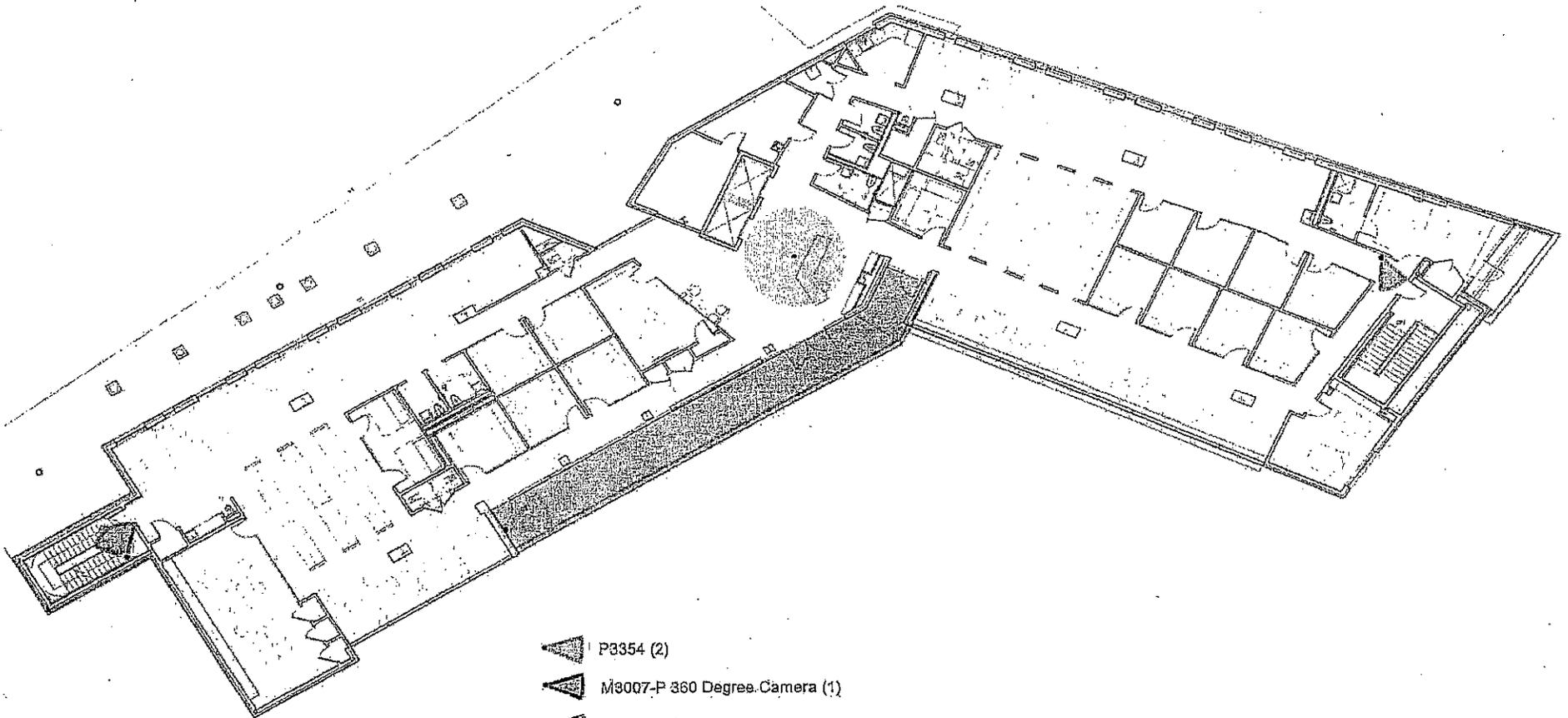




**NOT TO SCALE FOR REFERENCE ONLY
NOT FOR CONSTRUCTION**

Customer:	JERSEY CITY INCINERATOR AUTHORITY Jersey City Municipal Services Complex		
Address:	Municipal 2 nd Floor		
Engineer:	MB	Drawn By:	KB
Date:	1/21/2015 Rev5		



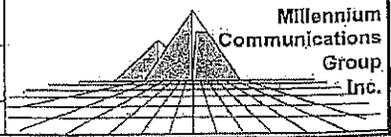


-  P3354 (2)
-  M3007-P 360 Degree Camera (1)
-  P3346-VE (1)

FREE PLANS - 2ND FLOOR

**NOT TO SCALE FOR REFERENCE ONLY
NOT FOR CONSTRUCTION**

Customer	JERSEY CITY INCINERATOR AUTHORITY Jersey City Municipal Services Complex		
Address	Municipal 3 rd Floor		
Engineer	Floor	Drawn By	Date
KB		KB	1/21/2015 Rev5.



Governor Chris Christie • Lt. Governor Kim Guadagno



State of New Jersey
Department of the Treasury

— Division of Purchase and Property —

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TERM CONTRACT SEARCH BY TNUMBER

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T-Number	Title	Vendor	Contract #
M7000 15-r -23681	DATA COMMUNICATIONS EQUIPMENT	CISCO SYSTEMS INC	87720
			TOP



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State of New Jersey

DEPARTMENT OF THE TREASURY
DIVISION OF PURCHASE AND PROPERTY
PROCUREMENT BUREAU
P.O. BOX 230
TRENTON, NEW JERSEY 08625-0230

M-7000 Data Communications Equipment

Solicitation 15-R-23681

CONTRACTOR LIST

September 29, 2014

The following contractors have been awarded contracts under M-7000:

Contractor	Contract Number	Website
Adtran	87719	http://www.adtran.com/web/contentTemplatePage/3731
Brocade	87718	http://www.brocade.com/sales/sled/wsca-naspo.page
Cisco	87720	http://www.cisco.com/web/strategy/government/wsca2014/newjersey/index.html
Extreme	87722	http://www.extremenetworks.com/government-contract-information/new-jersey/
Mitel	87725	http://www.mitel.com/industries/government-communication-solutions

Industry Solutions

WSCA-NASPO 2014 New Jersey

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- [GOVERNMENT CONTRACTS AND FUNDING VEHICLES](#)
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- [WSCA-NASPO 2014](#)
- [WSCA-NASPO 2014 Alaska](#)
- [WSCA-NASPO 2014 California](#)
- [WSCA-NASPO 2014 DC](#)
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WSCA-NASPO #AR233 (14-19) Participating Addendum for NJ #87720

Contract Start Date: 8/29/2014
Contract Duration: 5 years



Minimum Discounts	Ordering Instructions	Contract Highlights	Contract Documents
Product Discount: 35%			
Service Discount:			
	Discount % (Government)	Discount % (Education)	
Cisco SMARTnet			
1-Year Contract	10%	25%	
3-Year Prepaid Contract*	17%	28%	
5-Year Prepaid Contract*	21%	30%	
Technical/Maintenance Services (Not Under SMARTnet Program) 10%			
Training/Learning Credits 0%			
Advanced Services (Non-SOW Based) 0%			

Authorized WSCA Resellers for the State

The following Cisco partners 1) currently qualify under Cisco's established partner selection criteria for the above-referenced Cisco Prime Contract, and 2) have been authorized by the State to participate as Cisco Subcontractors under that agreement:

To verify a Partner's current Cisco Technical Certifications or Specializations, please refer to the Partner Locator Tool.

A-D | E-L | M-R | S-Z

LEGAL COMPANY NAME & PRIMARY BUSINESS ADDRESS	PARTNER CONTACT INFORMATION
Aspire Technology Partners, LLC 100 Village Court, Suite 300 Hazlet, NJ 07730 Phone: 732-847-9612 Fax: 732-847-9620 Federal ID #42-1628916	REMIT-TO: Liz Claglia 100 Village Court, Suite 300 Hazlet, NJ 07730 Phone: 732-847-9640
	CUSTOMER ORDERS: Brooke Olander 100 Village Court, Suite 300 Hazlet, NJ 07730 Phone: 732-847-9635
	Cust Srvc/ESCALATIONS: Brooke Olander Phone: 732-847-9635

Related Links

- [Partner Locator](#)
- [WSCA-NASPO Website](#)

Price Lists

- [Cisco U.S. Global Price Lists](#)

Adobe® Reader®

- [Get Adobe Reader](#)

Contact Us

Partners: [Contract Application Requests](#)

[Full Contact List](#)

Marketing

- [Data Center and Virtualization Overview](#)
- [Unified Computing System Solution Overview](#)

LEGAL COMPANY NAME & PRIMARY BUSINESS ADDRESS	PARTNER CONTACT INFORMATION
Newport Beach, CA 92660 Phone: 949-271-6700 Fax: 914-271-6794 Federal ID #13-4067484	P.O. Box 677005 Dallas, TX 75267 Phone: 949-271-6777 CUSTOMER ORDERS: Loretta Kushner 1120 Route 73, Suite 100 Mount Laurel, NJ 08054 Phone: 856-834-1130 Cust Srvc/ESCALATIONS: Loretta Kushner Phone: 856-834-1130
ePlus Technology, Inc. * 13595 Dulles Technology Drive Herndon, VA 20171-3413 Phone: 703-984-8400 Toll Free: 888-482-1122 Fax: 703-984-8600 Federal ID #54-1904151	REMIT-TO: Norman Librea 13595 Dulles Technology Drive Herndon, VA 20171-3413 Phone: 703-984-8144 CUSTOMER ORDERS: Marissa Pierce 642 Newtown Yardley Road Newtown, PA 18940 Phone: 609-528-8919 Cust Srvc/ESCALATIONS: Ken Ogborn Phone: 609-528-8920
*Authorized Sourcefire Reseller	
High Point Solutions 5 Gail Court Sparta, NJ 07871 Phone: 973-940-0040 Fax: 973-940-0041 Federal ID #22-3462774	REMIT-TO: Nancy Thompson 5 Gail Court Sparta, NJ 07871 Phone: 973-940-6542 CUSTOMER ORDERS: Dennis Donity 5 Gail Court Sparta, NJ 07871 Phone: 973-940-6529 Cust Srvc/ESCALATIONS: Nicole Fleischman Phone: 973-940-6573
Johnston G.P. Inc. dba Johnston Communications 322 Belleville Turnpike North Arlington, NJ 07031 Phone: 201-991-7400 Toll Free: 800-437-9828 Fax: 201-428-2019 Federal ID #22-2166826	REMIT-TO: Tim Sarro 322 Belleville Turnpike North Arlington, NJ 07031 Phone: 201-991-7400 CUSTOMER ORDERS: Clarence Hicks 322 Belleville Turnpike North Arlington, NJ 07031 Phone: 201-991-7400 Cust Srvc/ESCALATIONS: Clarence Hicks Phone: 201-991-7400
Millennium Communications Group, Inc. 11 Melanie Lane, Unit 13 East Hanover, NJ 07936 Phone: 973-503-1313 Toll Free: 800-677-1919 Fax: 973-503-0111 Federal ID #22-3379133	REMIT-TO: Julie Basil 11 Melanie Lane, Unit 13 East Hanover, NJ 07936 Phone: 973-929-2505 CUSTOMER ORDERS: Pragnesh Amin 11 Melanie Lane, Unit 13 East Hanover, NJ 07936 Phone: 973-929-2543 Cust Srvc/ESCALATIONS: Pragnesh Amin Phone: 973-929-2543
NWN Corporation 11931 Foundation Place, Ste. 250 Gold River, CA 95670 Phone: 916-637-2135 Toll Free: 800-660-0430	REMIT-TO: NWN Corporation Dept. 34611 P.O. Box 3900 San Francisco, CA 94139

Method of Operation
For
Data Communications Products and Services

M7000

1.0 Purpose and Intent

The purpose of this contract is to provide a mechanism to purchase data communications products and services for all State agencies and Cooperative Purchasing Participants.

The State of New Jersey has joined the Western States Contracting Alliance (“WSCA”) Data Communications Products and Services contract. The contract provides Data Communications products and services outlined in the specifications for all participating States. Through this program, the State of New Jersey and other participating states are leveraging their collective buying power to achieve significant cost savings for their respective taxpayers. This WSCA contract with participating equipment manufacturers for data communications products and services is managed by the state of Utah.

The State of New Jersey has signed Participating Addenda with several equipment manufacturers. Please refer to Contractor List posted on the State contract page. The Participating Addendum is a contractual document stipulating New Jersey-specific terms and conditions with each equipment manufacturer, and incorporates by reference all the terms and conditions of each Contractor’s individual contract with WSCA through the State of Utah. Each Contractor is permitted to sell the products and services as indicated in its Master Agreement (MA). Each MA is located on the WSCA Data Communications website, which is referenced below in Section 2.0.

COOPERATIVE PURCHASING PARTNERS: While the State of New Jersey makes this contracting vehicle available to county, local and quasi-governmental agencies, each Cooperative Purchasing Partner should make its own determination whether using this contracting vehicle is consistent with its procurement policies, rules and regulations.

2.0 Contract Term

The term of this contract is September 1, 2014 through May 31, 2019. Information about the WSCA Data Communications contracts is available on the WSCA website, which specifies the links for each manufacturer:

<http://www.aboutwsca.org/contract.cfm/contract/7wn2002>

3.0 Method of Operation

Using Agencies may only purchase products and services that are within the scope of each Contractor’s Master Agreement. There are no dollar limits on orders.

The Contractors may utilize Fulfillment Partners as approved and listed by the Contractors and the State. Each Contractor has a list of Fulfillment Partners to be utilized for providing equipment and services under its respective contract with the State. These Fulfillment Partners are listed on the State's Notice of Award (as "authorized dealers") and on the individual Contractor's website. However, each Contractor remains solely responsible for the performance of its Fulfillment Partners under the terms and conditions of the contract with the State. The State of New Jersey may request the removal of a Fulfillment Partners for cause, including vendor responsibility reasons.

The Using Agency must obtain a minimum of three (3) quotes from at least three (3) Fulfillment Partners and must accept the lowest quote. However, it is suggested that Using Agencies seek quotes from as many Fulfillment Partners as possible from a specific Contractor in order to ensure the lowest possible price. The purpose of this contract is to ensure the best possible price for products and services that meet the needs of the agency.

3.1 WSCA Contractor's Scope of Equipment and Services

The Contractor may only fill contract orders from the scope of products and services for which the Contractor has been awarded a contract. Contractors are contractually bound to keep their respective website information current and accurate.

3.2 Pricing

Each Contractor has been awarded a contract based on the percent discount off the current global MSRP Schedule applicable to United States customers. This is considered the baseline or minimum contract discount. Each Contractor's Fulfillment Partners may offer additional, incremental discounts for the products and services, which are above and beyond the Contractor's minimum contract discounts. The Contractor's Fulfillment Partners cannot offer less favorable pricing discounts than the established minimum contract discounts. This will enable the Using Agencies to avail themselves of the best possible price and promote competition within the authorized reseller/partner community. Agencies must go to each Contractor's respective website to access its minimum contract discounts and the pricelists for equipment and services that are authorized for sale. The Contractor should have a list of its approved Fulfillment Partners on its website. All quotes issued by a Fulfillment Partner must contain the base price or list price, the discount offered by the reseller and the State's price after the discount is applied.

3.2.1 Price Guarantee Period

The Data Communication Provider's Discount rate shall remain in effect for the term of the WSCA-NASPO Master Price Agreement

3.2.2 E-Rate Requirement

As part of the publicly bid State of Utah contract, all Contractors were required to participate in the Federal Communication Commission's E-rate discount program established under authority of the Federal Telecommunications Commission Act of 1996. Participation in, and implementation of this program must be provided without the addition of any service or administration fee by a Contractor.

3.2.3 Freight Terms of Sale: F.O.B. Destination, Freight Prepaid

Each Contractor or its Fulfillment Partners shall ship all products F.O.B. Destination, shipping and handling prepaid by the Contractor or its authorized resellers/partners.

3.3 Usage Reporting Requirement

All Contractors shall deliver a copy of the required Quarterly Volume Reports (February 28th, May 31st, August 31st, and November 30th) described in the WSCA Master Agreement to the State Primary contact defined in the Participating Addendum.

3.4 Product Revision Requests

1. Revising Pricing and Product Offerings: Any revisions (whether an increase or decrease) to pricing or product/service offerings (new products, altered SKUs, etc.) must be pre-approved by the WSCA-NASPO Contract Administrator and shall be subject to any other applicable restrictions with respect to the frequency or amount of such revisions. However, no cooperative contract enabled in the eMarket Center may include price changes on a more frequent basis than once per quarter. The following conditions apply with respect to hosted catalogs:
 - a. Updated pricing files are required by the 1st of the month and shall go into effect in the eMarket Center on the 1st day of the following month (i.e. file received on 1/01/14 would be effective in the eMarket Center on 2/01/14). Files received after the 1st of the month may be delayed up to a month (i.e. file received on 11/06/14 would be effect in the eMarket Center on 1/01/15).
 - b. Contract Administrator-approved price changes are not effective until implemented within the eMarket Center. Errors in the Contractor's submitted pricing files will delay the implementation of the price changes in eMarket Center.

The New Jersey Procurement Bureau will not be accepting, approving or denying contractors' request to modify, add or delete products from the contracts.

3.5 Warranties

Each Contractor has provided warranties for the equipment and services that it is authorized to sell and/or license as set forth in its respective Participating Addendum with the State of New Jersey and in the WSCA Master Agreement with the State of Utah. Agencies should refer to each Contractor's website for copies of the Master Agreements for further information on warranty provisions.

3.6 Technical Support

Technical support is available through each Contractor's offerings of products and services. Please refer to each Contractor's website for further details on the types and levels of support that are available from each Contractor and from its authorized Fulfillment Partners.

3.7 Services

For each category listed in Section 3.8 of the Method of Operation, the following services should be available for procurement at the time of product purchase or anytime afterwards.

3.7.1 Maintenance Services — Capability to provide technical support, flexible hardware coverage, and smart, proactive device diagnostics for hardware.

3.7.2 Professional Services

- Deployment Services
 - Survey/ Design Services — Includes, but not limited to, discovery, design, architecture review/validation, and readiness assessment.
 - Implementation Services — Includes, but not limited to, basic installation and configuration or end-to-end integration and deployment.
 - Optimization — Includes, but not limited to, assessing operational environment readiness, identify ways to increase efficiencies throughout the network, and optimize Customer's infrastructure, applications and service management.
- Remote Management Services — Includes, but not limited to, continuous monitoring, incident management, problem management, change management, and utilization and performance reporting that may be on a subscription basis.
- Consulting/Advisory Services — Includes, but not limited to, assessing the availability, reliability, security and performance of Customer's existing solutions.
- Data Communications Architectural Design Services — Developing architectural strategies and roadmaps for transforming Customer's existing network architecture and operations management.
- Statement of Work (SOW) Services — Customer-specific tasks to be accomplished and/or services to be delivered based on Customer's business and technical requirements.

3.7.3 Partner Services — Provided by Contractor's Authorized Partners/Resellers.

- Subject to Contractor's approval and the certifications held by its Partners/Resellers, many Partners/Resellers can also offer and provide some or all of the Services as listed above at competitive pricing, along with local presence and support. As the prime, Contractor is still ultimately responsible for the performance of its Partners/ Resellers. Customers can have the option to purchase the Services to be directly delivered by Contractor (OEM) or its certified Partners/Resellers.

3.7.4 Training — Learning offerings for IT professionals on networking technologies, including but not limited to designing, implementing, operating, configuring, and troubleshooting network systems pertaining to items provided under the master agreement.

Using Agencies may purchase said services from Contractor and/or its Fulfillment Partner without purchasing equipment (i.e., standalone Purchase Orders for services only are permitted). These services may be purchased under this contract with the stipulation that the services must be directly related to the installation, ongoing support, maintenance and/or optimization of the products offered under this contract. Each Contractor must include the authorized services on its respective website (i.e., pricelists). **Fulfillment Partners are not permitted to offer Using Agencies any other services not specified on the Contractor's website and/or on its pricelists.**

This contract may not be used for the procurement of cabling installation services only. Cabling installation services are permissible under this contract provided the installation services are tied to the purchase and installation of equipment purchased under this contract and/or labor to add on to existing systems/equipment purchased under this contract. The cabling installation services may not exceed 20% of the total order.

3.8 Categories of Products and Services Covered by This Contract

DATA CENTER APPLICATIONS

Application networking solutions and technologies that enable the successful and secure delivery of applications within data centers to local, remote, and branch-office users using technology to accelerate, secure, and increase availability of both application traffic and computing resources.

NETWORKING SOFTWARE

Software that runs on a server and enables the server to manage data, users, groups, security, applications, and other networking functions. The network operating system is designed to allow shared file and printer access among multiple computers in a network, typically a local area network (LAN), a private network or to other networks.

NETWORK OPTIMIZATION AND ACCELERATION

Devices and tools for increasing data-transfer efficiencies across wide-area networks.

OPTICAL NETWORKING

High capacity networks based on optical technology and components that provide routing, grooming, and restoration at the wavelength level as well as wavelength based services

ROUTERS

A device that forwards data packets along networks. A router is connected to at least two networks, commonly two LANs or WANs or a LAN and its ISP's network. Routers are located at gateways, the places where two or more networks connect, and are the critical device that keeps data flowing between networks and keep the networks connected to the Internet.

SECURITY

STORAGE NETWORKING

High-speed network of shared storage devices connecting different types of storage devices with data servers.

SWITCHES

Layer 2/3 devices that are used to connect segments of a LAN (local area network) or multiple LANs and to filter and forward packets among them.

WIRELESS

Provides connectivity to wireless devices within a limited geographic area.

UNIFIED COMMUNICATIONS

A set of products that provides a consistent unified user interface and user experience across multiple devices and media types. Unified Communications that is able to provide services such as session management, voice, video, messaging, mobility, and web conferencing. It can provide the foundation for advanced unified communications capabilities of IM and presence-based services and extends telephony features and capabilities to packet telephony network devices such as IP phones, media processing devices, Voice over IP (VoIP) gateways, and multimedia applications. Additional services, such as unified messaging, multimedia conferencing, collaborative contact centers, and interactive multimedia response systems, are made possible through open telephony APIs.

Using Agencies within the Executive Branch may not purchase products in the categories of VoIP phones, call control, and/or physical security for the duration of this contract, including all extensions and renewals.

3.9 Leasing

Leasing is not permitted under this Contract.

4.0 Purchases Related to Public Works

Before making a purchase under this contract related to a public work, as defined below, the Using Agency must first advise the Contractor that the purchase is related to a public work. The Contractor will then assist the Using Agency in identifying products that meet the State's requirements under N.J.S.A. 52:32-1 (Buy American). If compliant products are available, the Using Agency may seek those products from the Contractor or its Fulfillment Partners, as outlined in this Method of Operation. If the Contractor cannot offer compliant products, the Using Agency must seek another product or solution that is compliant.

For purposes of this Method of Operation, "public work," as defined in N.J.S.A. 34:11-56.25(5), means construction, reconstruction, demolition, alteration, custom fabrication, or repair work, or maintenance work, including painting and decorating, done under contract and paid for in whole or in part out of the funds of a public body, except work performed under a rehabilitation program. "Public work" shall also mean construction, reconstruction, demolition, alteration, custom fabrication, or repair work, done on any property or premises, whether or not the work is paid for from public funds, if, at the time of the entering into of the contract the property or premises is owned by the public body or:

(a) Not less than 55% of the property or premises is leased by a public body, or is subject to an agreement to be subsequently leased by the public body; and

(b) The portion of the property or premises that is leased or subject to an agreement to be subsequently leased by the public body measures more than 20,000 square feet.

4.1 Contractor Pricelists and Websites

Each Contractor has a dedicated website for this contract. Each website will provide the Fulfillment Partners and list and all products, services and pricing as indicated in sections above.

Please refer to the State Contract solicitation page for a list of current Contractor websites.

The detailed contract line items are specified on the Notice of Award.

STATE OF UTAH - STATE COOPERATIVE CONTRACT

CONTRACT NUMBER AR233

1. **CONTRACTING PARTIES:** This State Cooperative Contract is between the **Division of Purchasing and General Services (State)**, 3150 State Office Building, PO Box 141061, Salt Lake City, UT 84114-1061, an agency of the State of Utah, and the following **CONTRACTOR**:

Cisco Systems, Inc.

Name		
170 West Tasman Dr.		
Address		
San Jose	CA	95134
City	State	Zip

(Corporate Headquarters Address)

LEGAL STATUS OF CONTRACTOR

- Sole Proprietor
 Non-Profit Corporation
 For-Profit Corporation
 Partnership
 Government Agency

Contact Person Mimi Farr Phone # 408-527-2627 Fax # 408-608-1802 Email mimguye@cisco.com
Federal Tax ID# 77-0059951 Vendor # VC0000118462 Commodity Code # 20458, 20464, 20621, 20623, 20659, 83833, 83800, 88332, 92000

2. **GENERAL PURPOSE OF CONTRACT:** The general purpose of this contract is to provide:

Data communication equipment and services. A detailed list of awarded categories and subcategories are included in Attachment B - Scope of Work.

Cisco is authorized to provide equipment and services in the following categories:

- 5.2.1 Data Center Application Service
- 5.2.2 Networking Software
- 5.2.3 Network Optimization and Acceleration
- 5.2.4 Optical Networking
- 5.2.5 Routers
- 5.2.6 Security
- 5.2.7 Storage Networking
- 5.2.8 Switches
- 5.2.9 Wireless
- 5.3.0 Unified Communications

3. **CONTRACT PERIOD:** Effective date: June 1, 2014 Termination date: May 31, 2019 unless terminated early or extended in accordance with the terms and conditions of this contract. Renewal options (if any): N/A

4. **PRICING AS PER THE ATTACHMENT C**

PAYMENT TERMS: Net 30

DAYS REQUIRED FOR DELIVERY: 30 days ARO

MINIMUM ORDER: N/A

FREIGHT TERMS: FOB Destination, Freight Prepaid

5. **ATTACHMENT A:** Standard Contract Terms and Conditions, State Cooperative Contract

ATTACHMENT B: Scope of Work

ATTACHMENT C: Product Offerings and Pricing

ATTACHMENT D: Vendors Response to Solicitation JP14001. The parties hereby acknowledge and agree that any exceptions stated in attachment "D" – Vendor's Proposal Response have been removed and/or resolved between the parties. Any exception in attachment "D" are explicitly NOT a part of this contract.

Any conflicts between Attachment A and other Attachments will be resolved in favor of Attachment A. State specific Terms and Conditions will be found in the executed Participating Addendums. State Terms

State of Utah Contract Number AR233

and Conditions in an executed Participating Addendum will take priority in the event of conflict between those terms and conditions and this Cooperative Contract.

6. DOCUMENTS INCORPORATED INTO THIS CONTRACT BY REFERENCE BUT NOT ATTACHED:
- a. All other governmental laws, regulations, or actions applicable to the goods and/or services authorized by this contract.
 - b. Utah State Procurement Code, Procurement Rules, CONTRACTOR'S response to Bid #JP14001 and JP14001-1 dated August 30, 2013 and December 2, 2013.

IN WITNESS WHEREOF, the parties sign and cause this contract to be executed.

CONTRACTOR



Contractor's Signature
Juan Pablo Brockmann
Director, Finance

Type or Print Name and Title

March 19, 2014
Date

STATE OF UTAH



Director, Div. of Purchasing & General Svs.
Date

3/20/14
Date

APPROVED BY LEGAL



Exhibit A Glossary of Terms

In addition to the Definitions set forth in the WSCA Master Agreement, the following definitions shall apply to this Services Agreement:

Additional Services means installation of new Hardware, system additions, Hardware upgrades, dispatch of a field engineer, or non-mandatory engineering changes otherwise within the scope of the WSCA Master Agreement.

Advance Replacement means shipment of replacement Field-Replaceable Unit (FRU) before receiving failed or defective FRU.

Advanced Services means the proactive Services within the scope of the WSCA Master Agreement, and as set forth in the AS Service Description(s) found at <http://www.cisco.com/go/servicedescriptions> throughout the term of the agreement and/or SOW(s) selected by the Customer. Advanced Services does not include Cisco's core maintenance services, such as SMARTnet or Software Application Services, nor does it apply to the purchase, support, or maintenance of any Products.

Advanced Services Engineer means the Cisco engineer appointed to be the main point of contact for a Customer purchasing Advanced Services.

Application Software means non-resident or standalone Software Products listed on the Price List and within the scope of the WSCA Master Agreement, that include but are not limited to Cisco Systems® Network management Software, security Software, IP telephony Software, Internet appliance Software, Cisco® Intelligent Contact Management Software, IP Contact Center Software, and Cisco Customer Interaction Suite Software.

Business Days means the generally accepted days of operation per week within the relevant region where the Services shall be performed, excluding local holidays as observed by Cisco.

Cisco.com (<http://www.cisco.com>) is the Cisco website for its suite of online services and information.

Confidential Information means proprietary and confidential Information received by Cisco or Customer in connection with the Agreement and their relationship. Such Confidential Information may include, but is not limited to, trade secrets, know how, inventions, techniques, processes, programs, schematics, Software source documents, data, Customer lists, financial information, and sales and marketing plans or information which the receiving party knows or has reason to know is confidential, proprietary, or trade secret information of the disclosing party, as well as, in the case of Cisco, any information posted on Cisco.com.

Customer as defined in the WSCA Master Agreement means the entity purchasing Services for its own internal use either directly or through a Fulfillment Partner.

Data Collection Tools means Hardware or Software tools that support Cisco's ability to provide troubleshooting on critical cases, data analysis, and report-generation capabilities.

Depot Time or Local Time means Central European Time for Services provided in Europe-Middle-East and Africa, Australia's Eastern Standard Time for Services provided in Australia, Japan's Standard Time for Services provided in Japan, and Pacific Standard Time for Services provided in all other locations.

Deliverable means, with respect to each SOW, the items specified as deliverables in the SOW.

Device Type means a Cisco supported Hardware Product (for example, Cisco Catalyst® 6509 Switch, GSR 12000, and Cisco 7200 Series Router).

Direct Purchases means purchases of Services by Customer directly from Cisco.

Documentation is user manuals, training materials, Product descriptions and specifications, technical manuals, license agreements, supporting materials, and other information relating to Products or Services offered by Cisco, whether distributed in print, electronic, CD-ROM, or video format.

Cisco Systems, Inc.



Equipment List means the list of Hardware and/or Software for which Cisco provides services.

Event means notification by Customer of its performance of a planned Network Hardware, Software, or configuration change.

Feature Set Upgrade means a separately licensed and priced Software release that contains an enhanced configuration or feature set.

Field-Replaceable Unit (FRU) means any component or subassembly of an item or unit of Hardware that reasonably can be replaced at Customer's location. FRUs also may be subject to size and weight limitations.

Four-hour Response means:

- (i) For Advance Replacement Service, the four-hour time period commences upon the Cisco problem diagnosis and determination that a FRU is required and ends when the FRU is delivered onsite.
- (ii) For onsite service, the four-hour time period commences upon the Cisco problem diagnosis and determination that remedial onsite service is required and ends when Cisco personnel arrive onsite.

Fulfillment Partner means a system integrator, distributor or reseller authorized by Cisco to sell Services under the WSCA Master Agreement in a Participating State.

Hardware means tangible Cisco equipment, devices, or components made available to Customers.

Indirect Purchases means purchases of Services by Customer through a Fulfillment Partner.

Intellectual Property means any and all tangible and intangible: (i) rights associated with works of authorship throughout the world, including but not limited to copyrights, neighboring rights, moral rights, and mask works, and all derivative works thereof, (ii) trademark and trade name rights and similar rights, (iii) trade secret rights, (iv) patents, designs, algorithms, and other industrial property rights, (v) all other intellectual and industrial property rights (of every kind and nature throughout the world and however designated) whether arising by operation of law, contract, license, or otherwise, and (vi) all registrations, initial applications, renewals, extensions, continuations, divisions, or reissues thereof now or hereafter in force (including any rights in any of the foregoing).

Level 1 means support that is defined as having the necessary technical staff (Cisco or Cisco-authorized Reseller) with appropriate skill, perform installations, Remedial Hardware Maintenance, and basic Hardware and Software configuration on Cisco Products.

Level 2 means support that is defined as having the necessary technical staff with the appropriate skills to perform isolation, replication, and diagnosis of Internet-based problems on Cisco Product(s). Customer shall not report Software bugs to Cisco prior to attempting to identify the source of such bugs and testing in Customer's Network where appropriate. If the Customer cannot duplicate the bug in Customer's Network, Customer and Cisco shall cooperate in attempting to replicate and resolve related Software bugs in either Customer's or Cisco's test facility as mutually agreed. In all cases Customer will address Software bugs on a best effort basis to replicate same in Customer's Network and document activity to Cisco before seeking further resolution with Cisco's participation.

Local Time means local time on Business Days.

Maintenance Release means an incremental Software release that provides maintenance fixes and may provide additional Software functions. Cisco designates Maintenance Releases as a change in the digits to the right of the tenths digit or of the hundredths digit of the Software version number [x.x.(x) or x.x.x.(x)].

Major Release means a release of Software that provides additional software functions. Cisco designates Major Releases as a change in the ones digit of the Software version number [(x).x.x].

Minor Release means an incremental release of Software that provides maintenance fixes and additional Software functions. Cisco designates Minor releases as a change in the tenths digit of the Software version number [x.(x).x].



Network means a set of interconnected and interworking Cisco supported Hardware and Software that is implemented, operated, and supported by Customer from a single Network Operations Center (NOC).

Network Infrastructure means your core transport and aggregation Network technology (for example, metro optical, ATM/Frame Relay, IP core, and Cisco security devices including, but not limited to, Firewall, IDS, and VPN3000).

Network Infrastructure Size means the total value of Products in Customer's Network based on the global list price of the Products that Customer has purchased.

Participating State means a member of WSCA authorized under state law to participate under this Agreement who subsequently executes a Participating Addendum, or any other state or Local Public Body authorized by the WSCA Contract Manager and Cisco to be a party to the resulting Agreement who subsequently executes a Participating Addendum.

Price List means the price list for services applicable in the country where the Services are ordered or delivered.

Product means both Cisco Hardware and/or Software which are generally available.

Purchase Order or P.O. means a written or electronic order from Customer to Cisco for the Services to be provided by Cisco under this Agreement.

Remedial Hardware Maintenance means diagnosis and onsite replacement of Hardware components with FRUs.

RMA means Return Material Authorization.

Services means one or more of the services options selected by the Customer in its Purchase Order and described at: <http://www.cisco.com/go/servicedescriptions>.

Services Descriptions mean the detailed descriptions of the Services purchased by Customer which are incorporated in the MSA by reference.

Software means the software programs licensed to Customer by Cisco along with copies, Updates, or Upgrades to those software programs.

Standard Business Hours means (i) 8:00 AM to 5:00 PM, Depot time, on Business Days for replacement of failed Products and (ii) 8:00 AM to 5:00 PM, Local Time at location of the respective Cisco TAC, on Business Days for case handling of TAC calls.

Statement of Work (SOW) means the documents agreed upon by the parties that define Services and deliverables to be provided.

TAC means the Cisco Technical Assistance Center.

Technical Support Services means Services that provide both essential proactive and reactive operation and maintenance support Services identified as Technical Support Services at <http://www.cisco.com/go/servicedescriptions>.

Technology Application means specific technologies including, but not limited to, content networking, broadband, and IP telephony that do not operate at the Network Infrastructure level.

Third Party Products means third party Hardware and/or software, and all upgrades thereto, that are designated by Cisco as required for:

- (i) The operation of Application Software in conformance with Cisco applicable Application Software Documentation.
- (ii) Cisco support of the Application Software.

Transactional Advanced Services means the project related or consultancy Services sold under a Statement of Work.

Two-hour Response means:

- (i) For Advance Replacement, the two-hour time period commencing with Cisco's problem diagnosis and determination that a FRU is required and ending when the FRU is delivered onsite.



(ii) For onsite service, the two-hour time period commencing with our problem diagnosis and determination that remedial onsite service is required and ending when Cisco personnel arrive onsite.

Update means Cisco Software Maintenance Releases, Minor Releases, and Major Releases containing the same configuration or feature set as originally acquired, unless the Customer has upgraded the applicable Hardware or Software to a configuration or feature set other than what was originally acquired, and the applicable license fee for that upgrade has been paid. Updates do not include Feature Set Upgrades.

WSCA shall mean the WSCA NASPO Contracting Alliance (WSCA). WSCA is a cooperative group contracting consortium for state government departments, institutions, agencies, and political subdivisions (i.e., colleges, school districts, counties, cities, etc.). Rights and obligations under this contract are limited to those Participating States who execute a Participating Addendum with Cisco.

"WSCA Contract Manager" or "Contract Manager" shall mean the individual state member designated as the contract manager by WSCA, currently the State of Utah, as responsible for the legal maintenance and administration of the WSCA Master Agreement, notices, reports, and any other pertinent documentation or information.

"WSCA Master Agreement" (also referred to as "Agreement" or "Contract") shall mean the underlying purchasing agreement executed by and between WSCA-NASPO Cooperative Purchasing Organization LLC ("State"), and Cisco, as now or hereafter amended.

ATTACHMENT B – Scope of Work

The following categories are authorized under this contract:

5.2.1 DATA CENTER APPLICATION SERVICES — Application networking solutions and technologies that enable the successful and secure delivery of applications within data centers to local, remote, and branch-office users using technology to accelerate, secure, and increase availability of both application traffic and computing resources.

5.2.1.1 Virtualized Load Balancers — Virtual devices that act like a reverse proxy to distribute network and/or application traffic across multiple servers to improve the concurrent user capacity and overall reliability of applications. Capabilities should include:

- SSL (Secure Sockets Layer) Off-loading
- Caching capabilities
- Layer 4 Load Balancing
- Layer 7 Load Balancing
- Detailed Reporting
- Supports multiple load balancers in the same system for multiple groups
- Supports TLS1.2

5.2.1.2 WAN Optimization — An appliance utilizing a collection of techniques for increasing data-transfer efficiencies across wide-area networks (WAN). Capabilities should include:

- CIFS (Common Internet File System) acceleration
- Data Compression
- SSL encryption/decryption for acceleration (Optional)
- Layer 4-7 visibility
- Application Specific optimization

5.2.2 NETWORKING SOFTWARE — Software that runs on a server and enables the server to manage data, users, groups, security, applications, and other networking functions. The network operating system is designed to allow shared file and printer access among multiple computers in a network, typically a local area network (LAN), a private network or to other networks. Networking software capabilities should include:

- Restartable Process
- High availability options
- Targeted operating systems, i.e. DC, campus, core, wan, etc.
- Operating System Efficiencies

5.2.2.1 Network Management and Automation — Software products and solutions for data center automation, cloud computing, and IT systems management.

5.2.2.2 Data Center Management and Automation — Software products and solutions that capture and automate manual tasks across servers, network, applications, and virtualized infrastructure.

5.2.2.3 Cloud Portal and Automation — Software products and solutions for cloud management with policy-based controls for provisioning virtual and physical resources.

5.2.2.4 Branch Office Management and Automation — Software products and solutions for management of branch offices. Capabilities include remote troubleshooting, device management, WAN performance monitoring.

5.2.3 NETWORK OPTIMIZATION AND ACCELERATION — Devices and tools for increasing data-transfer efficiencies across wide-area networks.

5.2.3.1 Dynamic Load Balancing — An appliance that performs a series of checks and calculations to determine which server can best service each client request in order to select the server that can successfully fulfill the client request and do so in the shortest amount of time without overloading either the server or the server farm as a whole.

5.2.3.2 WAN Acceleration — Appliance that optimizes bandwidth to improve the end user's experience on a wide area network (WAN). Capabilities should include:

CIFS acceleration

Data Compression

SSL encryption/decryption for acceleration (Optional)

Layer 4-7 visibility

Application Specific optimization

5.2.3.3 High Availability and Redundancy — Limits any disruption to network uptime should an appliance face unforeseen performance issues. Transparently redistributes workloads to surviving cluster appliances without impacting communication throughout the cluster.

5.2.4 OPTICAL NETWORKING — High capacity networks based on optical technology and components that provide routing, grooming, and restoration at the wavelength level as well as wavelength based services.

5.2.4.1 Core DWDM (Dense Wavelength Division Multiplexing) Switches — Switches used in systems designed for long haul and ultra long-haul optical networking applications.

5.2.4.2 Edge Optical Switches — Provide entry points into the enterprise or service provider core networks.

5.2.4.3 Optical Network Management — Provides capabilities to manage the optical network and allows operators to execute end-to-end circuit creation.

5.2.4.4 IP over DWDM (IPoDWDM) — A device utilized to integrate IP Routers and Switches in the OTN (Optical Transport Network).

5.2.5 ROUTERS — A device that forwards data packets along networks. A router is connected to at least two networks, commonly two LANs or WANs or a LAN and its ISP's network. Routers are located at gateways, the places where two or more networks connect, and are the critical device that keeps data flowing between networks and keep the networks connected to the Internet.

5.2.5.1 Branch Routers — A multiservice router typically used in branch offices or locations with limited numbers of users and supports flexible configurations/feature. For example: security, VoIP, wan acceleration, etc.

5.2.5.2 Network Edge Routers — A specialized router residing at the edge or boundary of a network. This router ensures the connectivity of its network with external networks, a wide area network or the Internet. An edge router uses an External Border Gateway Protocol, which is used extensively over the Internet to provide connectivity with remote networks.

- 5.2.5.3 Core Routers** - High performance, high speed, low latency routers that enable Enterprises to deliver a suite of data, voice, and video services to enable next-generation applications such as IPTV and Video on Demand (VoD), and Software as a Service (SaaS).
- 5.2.5.4 Service Aggregation Routers** — Provides multiservice adaptation, aggregation and routing for Ethernet and IP/MPLS networks to enable service providers and enterprise edge networks simultaneously host resource-intensive integrated data, voice and video business and consumer services.
- 5.2.5.5 Carrier Ethernet Routers** — High performance routers that enable service providers to deliver a suite of data, voice, and video services to enable next-generation applications such as IPTV, Video on Demand (VoD), and Software as a Service (SaaS).

5.2.6 SECURITY

- 5.2.6.1 Data Center and Virtualization Security Products and Appliances** — Products designed to protect high-value data and data center resources with threat defense and policy control.
- 5.2.6.2 Intrusion Detection/Protection and Firewall Appliances** — Provide comprehensive inline network firewall security from worms, Trojans, spyware, key loggers, and other malware. This includes Next-Generation Firewalls (NGFW), which offer a wire-speed integrated network platform that performs deep inspection of traffic and blocking of attacks. Intrusion Detection/Protection and Firewall Appliances should provide:
 - Non-disruptive in-line bump-in-the-wire configuration
 - Standard first-generation firewall capabilities, e.g., network-address translation (NAT), stateful protocol inspection (SPI) and virtual private networking (VPN), etc.
 - Application awareness, full stack visibility and granular control
 - Capability to incorporate information from outside the firewall, e.g., directory-based policy, blacklists, white lists, etc.
 - Upgrade path to include future information feeds and security threats
 - SSL decryption to enable identifying undesirable encrypted applications (Optional)
- 5.2.6.3 Logging Appliances and Analysis Tools** — Solutions utilized to collect, classify, analyze, and securely store log messages.
- 5.2.6.4 Secure Edge and Branch Integrated Security Products** — Network security, VPN, and intrusion prevention for branches and the network edge. Products typically consist of appliances or routers.
- 5.2.6.5 Secure Mobility Products** — Delivers secure, scalable access to corporate applications across multiple mobile devices.
- 5.2.6.6 Encryption Appliances** — A network security device that applies crypto services at the network transfer layer - above the data link level, but below the application level.
- 5.2.6.7 On-premise and Cloud-based services for Web and/or Email Security** — Solutions that provide threat protection, data loss prevention, message level encryption, acceptable use and application control capabilities to secure web and email communications.
- 5.2.6.8 Secure Access** — Products that provide secure access to the network for any device, including personally owned mobile devices (laptops, tablets, and smart phones). Capabilities should include:
 - Management visibility for device access

- Self-service on-boarding
- Centralized policy enforcement
- Differentiated access and services
- Device Management

5.2.7 STORAGE NETWORKING — High-speed network of shared storage devices connecting different types of storage devices with data servers.

5.2.7.1 Director Class SAN (Storage Area Network) Switches and Modules — A scalable, high-performance, and protocol-independent designed primarily to fulfill the role of core switch in a core-edge Fibre Channel (FC), FCOE or similar SAN topology. A Fibre Channel director is, by current convention, a switch with at least 128 ports. It does not differ from a switch in core FC protocol functionality. Fibre Channel directors provide the most reliable, scalable, high-performance foundation for private cloud storage and highly virtualized environments.

5.2.7.2 Fabric and Blade Server Switches — A Fibre Channel switch is a network switch compatible with the Fibre Channel (FC) protocol. It allows the creation of a Fibre Channel fabric, which is currently the core component of most SANs. The fabric is a network of Fibre Channel devices, which allows many-to-many communication, device name lookup, security, and redundancy. FC switches implement zoning; a mechanism that disables unwanted traffic between certain fabric nodes.

5.2.7.3 Enterprise and Data Center SAN and VSAN (Virtual Storage Area Network) Management — Management tools to provisions, monitors, troubleshoot, and administers SANs and VSANs.

5.2.7.4 SAN Optimization — Tools to help optimize and secure SAN performance (ie. Encryption of data-at-rest, data migration, capacity optimization, data reduction, etc.

5.2.8 SWITCHES — Layer 2/3 devices that are used to connect segments of a LAN (local area network) or multiple LANs and to filter and forward packets among them.

5.2.8.1 Campus LAN – Access Switches — Provides initial connectivity for devices to the network and controls user and workgroup access to internetwork resources. The following are some of the features a campus LAN access switch should support:

Security

- i. SSHv2 (Secure Shell Version 2)
- ii. 802.1X (Port Based Network Access Control)
- iii. Port Security
- iv. DHCP (Dynamic Host Configuration Protocol) Snooping

VLANs

Fast Ethernet/Gigabit Ethernet

PoE (Power over Ethernet)

link aggregation

10 Gb support

Port mirroring

Span Taps

Support of IPv6 and IPv4

Standards-based rapid spanning tree
Netflow Support (Optional).

5.2.8.2 Campus LAN – Core Switches — Campus core switches are generally used for the campus backbone and are responsible for transporting large amounts of traffic both reliably and quickly. Core switches should provide:

High bandwidth
Low latency
Hot swappable power supplies and fans

- Security
 - SSHv2
 - MacSec encryption
 - Role-Based Access Control Lists (ACL)

Support of IPv6 and IPv4
1/10/40/100 Gbps support
IGP (Interior Gateway Protocol) routing
EGP (Exterior Gateway Protocol) routing
VPLS (Virtual Private LAN Service) Support
VRRP (Virtual Router Redundancy Protocol) Support
Netflow Support.

5.2.8.3 Campus Distribution Switches — Collect the data from all the access layer switches and forward it to the core layer switches. Traffic that is generated at Layer 2 on a switched network needs to be managed, or segmented into Virtual Local Area Networks (VLANs), Distribution layer switches provides the inter-VLAN routing functions so that one VLAN can communicate with another on the network. Distribution layer switches provides advanced security policies that can be applied to network traffic using Access Control Lists (ACLs).

High bandwidth
Low latency
Hot swappable power supplies and fans
Security (SSHv2 and/or 802.1X)
Support of IPv6 and IPv4
Jumbo Frames Support
Dynamic Trunking Protocol (DTP)
Per-VLAN Rapid Spanning Tree (PVRST+)
Switch-port auto recovery
NetFlow Support or equivalent

5.2.8.4 Data Center Switches — Data center switches, or Layer 2/3 switches, switch all packets in the data center by switching or routing good ones to their final destinations, and discard unwanted traffic using Access Control Lists (ACLs), all at Gigabit and 10 Gigabit speeds. High availability and modularity differentiates a typical Layer 2/3 switch from a data center switch. Capabilities should include:

High bandwidth
Low latency
Hot swappable power supplies and fans

- Ultra-low latency through wire-speed ports with nanosecond port-to-port latency and hardware-based Inter-Switch Link (ISL) trunking
- Load Balancing across Trunk group able to use packet based load balancing scheme
- Bridging of Fibre Channel SANs and Ethernet fabrics
- Jumbo Frame Support
- Plug and Play Fabric formation that allows a new switch that joins the fabric to automatically become a member
- Ability to remotely disable and enable individual ports
- Support NetFlow or equivalent

5.2.8.5 Software Defined Networks (SDN) - Virtualized Switches and Routers — Technology utilized to support software manipulation of hardware for specific use cases.

5.2.8.6 Software Defined Networks (SDN) — Controllers - is an application in software-defined networking (SDN) that manages flow control to enable intelligent networking. SDN controllers are based on protocols, such as OpenFlow, that allow servers to tell switches where to send packets. The SDN controller lies between network devices at one end and applications at the other end. Any communications between applications and devices have to go through the controller. The controller uses multiple routing protocols including OpenFlow to configure network devices and choose the optimal network path for application traffic.

5.2.8.7 Carrier Aggregation Switches — Carrier aggregation switches route traffic in addition to bridging (transmitted) Layer 2/Ethernet traffic. Carrier aggregation switches' major characteristics are:

- Designed for Metro Ethernet networks
- Designed for video and other high bandwidth applications
- Supports a variety of interface types, especially those commonly used by Service Providers

Capabilities should include:

- Redundant Processors
- Redundant Power
- IPv4 and IPv6 unicast and multicast
- High bandwidth
- Low latency
- Hot swappable power supplies and fans
- MPLS (Multiprotocol Label Switching)
- BGP (Border Gateway Protocol)
- Software router virtualization and/or multiple routing tables
- Policy based routing
 - Layer 2 functionality
 - Per VLAN Spanning Tree
 - Rapid Spanning Tree
 - VLAN IDs up to 4096
 - Layer 2 Class of Service (IEEE 802.1p)
 - Link Aggregation Control Protocol (LACP)

QinQ (IEEE 802.1ad)

5.2.8.8 Carrier Ethernet Access Switches — A carrier Ethernet access switch can connect directly to the customer or be utilized as a network interface on the service side to provide layer 2 services.

- Hot-swappable and field-replaceable integrated power supply and fan tray
- AC or DC power supply with DC input ranging from 18V to 32 VDC and 36V to 72 VDC
- Ethernet and console port for manageability
- SD flash card slot for additional external storage
- Stratum 3 network clock
- Line-rate performance with a minimum of 62-million packets per second (MPPS) forwarding rate
- Support for dying gasp on loss of power
- Support for a variety of small form factor pluggable transceiver (SFP and SFP+) with support for Device Object Model (DOM)
- Timing services for a converged access network to support mobile solutions, including Radio Access Network (RAN) applications
- Support for Synchronous Ethernet (SyncE) services
- Supports Hierarchical Quality of Service (H-QoS) to provide granular traffic-shaping policies
- Supports Resilient Ethernet Protocol REP/G.8032 for rapid layer-two convergence

5.2.9 WIRELESS — Provides connectivity to wireless devices within a limited geographic area. System capabilities should include:

- Redundancy and automatic failover
- IPv6 compatibility
- NTP Support

5.2.9.1 Access Points — A wireless Access Point (AP) is a device that allows wireless devices to connect to a wired network using Wi-Fi, or related standards. Capabilities should include:

- 802.11a/b/g/n
- 802.11n
- 802.11ac
- Capable of controller discovery method via DHCP (onsite controller or offsite through Cloud Architecture)
- UL2043 plenum rated for safe mounting in a variety of indoor environments
- Support AES-CCMP (128-bit)
- Provides real-time wireless intrusion monitoring and detection

5.2.9.2 Outdoor Wireless Access Points — Outdoor APs are rugged, with a metal cover and a DIN rail or other type of mount. During operations they can tolerate a wide temperature range, high humidity and exposure to water, dust, and oil. Capabilities should include:

- Flexible Deployment Options
- Provides real-time wireless intrusion monitoring and detection
- Capable of controller discovery method via DHCP (onsite controller or offsite through Cloud Architecture)

5.2.9.3 Wireless LAN Controllers — An onsite or offsite solution utilized to manage light-weight access points in large quantities by the network administrator or network operations center. The WLAN controller automatically handles the configuration of wireless access-points. Capabilities should include:

- Ability to monitor and mitigate RF interference/self-heal
- Support seamless roaming from AP to AP without requiring re-authentication
- Support configurable access control lists to filter traffic and denying wireless peer to peer traffic
- System encrypts all management layer traffic and passes it through a secure tunnel
- Policy management of users and devices provides ability to de-authorize or deny devices without denying the credentials of the user, nor disrupting other AP traffic
- Support configurable access control lists to filter traffic and denying wireless peer to peer traffic

5.2.9.4 Wireless LAN Network Services and Management — Enables network administrators to quickly plan, configure and deploy a wireless network, as well as provide additional WLAN services. Some examples include wireless security, asset tracking, and location services. Capabilities should include:

- Provide for redundancy and automatic failover
- Historical trend and real time performance reporting is supported
- Management access to wireless network components is secured
- SNMPv3 enabled
- RFC 1213 compliant
- Automatically discover wireless network components
- Capability to alert for outages and utilization threshold exceptions
- Capability to support Apple's Bonjour Protocol / mDNS
- QoS / Application identification capability

5.2.9.5 Cloud-based services for Access Points — Cloud-based management of campus-wide WiFi deployments and distributed multi-site networks. Capabilities include:

- Zero-touch access point provisioning
- Network-wide visibility and control
- RF optimization,
- Firmware updates

5.2.9.6 Bring Your Own Device (BYOD) — Mobile Data Management (MDM) technology utilized to allow employees to bring personally owned mobile devices (laptops, tablets, and smart phones) to their workplace, and use those devices to access privileged government information and applications in a secure manner. Capabilities should include:

- Ability to apply corporate policy to new devices accessing the network resources, whether wired or wireless
- Provide user and devices authentication to the network
- Provide secure remote access capability
- Support 802.1x
- Network optimization for performance, scalability, and user experience

5.3.0 UNIFIED COMMUNICATIONS (UC) — A set of products that provides a consistent unified user interface and user experience across multiple devices and media types. Unified Communications that is able to provide services such as session management, voice, video, messaging, mobility, and web conferencing. It can provide the foundation for advanced unified communications capabilities of IM and presence-based services and extends telephony features and capabilities to packet telephony network devices such as IP phones, media processing devices, Voice over IP (VoIP) gateways, and multimedia applications. Additional services, such as unified messaging, multimedia conferencing, collaborative contact centers, and interactive multimedia response systems, are made possible through open telephony APIs. General UC solution capabilities should include:

- High Availability for Call Processing
- Hardware Platform High Availability
- Network Connectivity High Availability
- Call Processing Redundancy

5.3.0.1 IP Telephony — Solutions utilized to provide the delivery of the telephony application (for example, call setup and teardown, and telephony features) over IP, instead of using circuit-switched or other modalities. Capabilities should include:

- Support for analog, digital, and IP endpoints
- Centralized Management
- Provide basic hunt group and call queuing capabilities
- Flexibility to configure queue depth and hold time, play unique announcements and Music on Hold (MoH), log in and log out users from a queue and basic queue statistics (from the phone)
- E911 Support

5.3.0.2 Instant messaging/ Presence — Solutions that allow communication over the Internet that offers quick transmission of text-based messages from sender to receiver. In push mode between two or more people using personal computers or other devices, along with shared clients, instant messaging basically offers real-time direct written language-based online chat. Instant messaging may also provide video calling, file sharing, PC-to-PC voice calling and PC-to-regular-phone calling.

5.3.0.3 Unified messaging — Integration of different electronic messaging and communications media (e-mail, SMS, Fax, voicemail, video messaging, etc.) technologies into a single interface, accessible from a variety of different devices.

- Ability to access and manage voice messages in a variety of ways, using email inbox, Web browser, desktop client, VoIP phone, or mobile phone
- Visual Voicemail Support (Optional)

5.3.0.4 Contact Center — A computer-based system that provides call and contact routing for high-volume telephony transactions, with specialist answering "agent" stations and a sophisticated real-time contact management system. The definition includes all contact center systems that provide inbound contact handling capabilities and automatic contact distribution, combined with a high degree of sophistication in terms of dynamic contact traffic management.

5.3.0.5 Communications End Points and Applications

- Attendant Consoles
- IP Phones

5.3.0.6 UC Network Management — Provides end-to-end service management for Unified Communications. Capabilities include testing, performance monitoring, configuration management, and business intelligence reporting.

5.3.0.7 Collaboration — Voice, video, and web conferencing; messaging; mobile applications; and enterprise social software.

5.3.0.8 Collaborative Video — A set of immersive video technologies that enable people to feel or appear as if they were present in a location that they are not physically in. Immersive video consists of a multiple codec video system, where each meeting attendee uses an immersive video room to “dial in” and can see/talk to every other member on a screen (or screens) as if they were in the same room and provides call control that enables intelligent video bandwidth management.

5.3.0.8.1 Content Delivery Systems (CDS) — A large distributed system of servers deployed in multiple data centers connected by the Internet. The purpose of the content delivery system is to serve content to end-users with high availability and high performance. CDSs serve content over the Internet, including web objects (text, graphics, URLs, and scripts), downloadable objects (media files, software, documents), applications (e-commerce, portals), live streaming media, on-demand streaming media, and social networks.

5.3.0.8.2 Physical Security — Technology utilized to restricting physical access by unauthorized people to controlled facilities. Technologies include:

- a. Access control systems
- b. Detection/identification systems, such as surveillance systems, closed circuit television cameras, or IP camera networks and the associated monitoring systems.
- c. Response systems such as alert systems, desktop monitoring systems, radios, mobile phones, IP phones, and digital signage
- d. Building and energy controls

5.3.1 SERVICES — For each Category above (5.21-5.30), the following services should be available for procurement as well at the time of product purchase or anytime afterwards.

5.3.1.1 Maintenance Services — Capability to provide technical support, flexible hardware coverage, and smart, proactive device diagnostics for hardware.

5.3.1.2 Professional Services

Deployment Services

Survey/ Design Services — Includes, but not limited to, discovery, design, architecture review/validation, and readiness assessment.

Implementation Services — Includes, but not limited to, basic installation and configuration or end-to-end integration and deployment.

Optimization — Includes, but not limited to, assessing operational environment readiness, identify ways to increase efficiencies throughout the network, and optimize Customer's infrastructure, applications and service management.

Remote Management Services — Includes, but not limited to, continuous monitoring, incident management, problem management, change management, and utilization and performance reporting that may be on a subscription basis.

Consulting/Advisory Services — Includes, but not limited to, assessing the availability, reliability, security and performance of Customer's existing solutions.

Data Communications Architectural Design Services — Developing architectural strategies and roadmaps for transforming Customer's existing network architecture and operations management.

Statement of Work (SOW) Services — Customer-specific tasks to be accomplished and/or services to be delivered based on Customer's business and technical requirements.

5.3.1.3 Partner Services — Provided by Contractor's Authorized Partners/Resellers.

Subject to Contractor's approval and the certifications held by its Partners/Resellers, many Partners/Resellers can also offer and provide some or all of the Services as listed above at competitive pricing, along with local presence and support. As the prime, Contractor is still ultimately responsible for the performance of its Partners/Resellers. Customers can have the option to purchase the Services to be directly delivered by Contractor (OEM) or its certified Partners/Resellers.

5.3.1.4 Training — Learning offerings for IT professionals on networking technologies, including but not limited to designing, implementing, operating, configuring, and troubleshooting network systems pertaining to items provided under the master agreement.

STATE OF UTAH CONTRACT NUMBER – AR233

Attachment C – Pricing
Solicitation Number JP14001
WSCA-NASPO Data Communications RFP

Vendor Name: Cisco Systems, Inc.

RFP Product Categories:

Minimum Discount Percentage:

5.2.1 DATA CENTER APPLICATION SERVICES

Discount % 35.00

5.2.2 NETWORKING SOFTWARE

Discount % 35.00

5.2.3 NETWORK OPTIMIZATION AND ACCELERATION

Discount % 35.00

5.2.4 OPTICAL NETWORKING

Discount % 35.00

5.2.5 ROUTERS

Discount % 35.00

5.2.6 SECURITY

Discount % 35.00

5.2.7 STORAGE NETWORKING

Discount % 35.00

5.2.8 SWITCHES

Discount % 35.00

5.2.9 WIRELESS

Discount % 35.00

5.3.0 UNIFIED COMMUNICATIONS (UC)

Discount % 35.00

WARRANTY: See Section 30 of the WSCA-NASPO/Cisco Master Agreement.

CAPITAL LEASE FINANCING: Allowed under and subject to Section 22 of the WSCA-NASPO Master Agreement.

5.3.1 SERVICES

For RFP evaluation purposes, vendors must provide not to exceed post sale on site service and consulting rates that are fully loaded (inclusive of travel, lodging, and meals) for each service category below. Remote access rates for non-warranty and consultation services must be expressed as a separate net hourly labor rate.

Definition of Onsite: Customer premise.

Definition of Remote: Vendor premise.

Maintenance Services

Onsite Hourly Rate \$ **NTE 600.00**

Remote Hourly Rate \$ **NTE 525.00**

Professional Services - Deployment Services

Onsite Hourly Rate \$ **NTE 743.17**

Remote Hourly Rate \$ **NTE 661.17**

Consulting/Advisory Services

Onsite Hourly Rate \$ **NTE 743.17**

Remote Hourly Rate \$ **NTE 661.17**

Architectural Design Services

Onsite Hourly Rate \$ **NTE 743.17**

Remote Hourly Rate \$ **NTE 661.17**

Statement of Work Services

Onsite Hourly Rate \$ NTE 743.17

Remote Hourly Rate \$ NTE 661.17

Partner Services

Onsite Hourly Rate \$ NTE 600.00

Remote Hourly Rate \$ NTE 525.00

Training Deployment Services

Onsite Hourly Rate \$ NTE 600.00

Remote Hourly Rate \$ NTE 525.00

In addition to the above, Cisco, through applicable Authorized Resellers, is pleased to offer hosted service offerings for certain technology categories listed above (at Cisco's discretion). These hosted offerings provide WSCA-NASPO customers with an alternative way to consume the technology to best meet their needs and provide flexible payment models. These models may be well suited for customers that have limited technical staff for technology deployment and ongoing administration.

The hosted service offerings are based on Cisco validated architectures and delivered through carefully vetted and approved Authorized Resellers. Due to the unique requirements of each customer, Cisco and the approved Authorized Resellers can work with the customer to understand their unique requirements and deploy hosted offerings to best meet their needs. Additional contractual terms and conditions specific to the hosted solutions may be required.

Current Cisco Systems, Inc. pricing sheets, approved by the State of Utah, can be found at the following web link:

[VENDOR PRICING SHEETS CLICK HERE](#)

IMPORTANT: The minimum discount percentage listed in this attachment is for general informational purposes only and may not apply to every line item authorized under this contract. For specific item pricing, please refer to the contact price list weblink provided in this document.

Vendors are required to post state specific pricing on their hosted website or through the WSCA-NASPO eMarket center as required by solicitation JP14001, in addition to the vendor pricing sheets approved and hosted by the State of Utah's master contract summary sheet. The State of Utah vendor pricing sheets will serve as the approved base price and do not include any applicable state specific administrative fees. State specific pricing, hosted on the vendor website or WSCA-NASPO eMarketcenter may reflect authorized state specific administrative fees. No other fees are authorized under this contract. Pricing audits may be conducted at any time by the State of Utah, WSCA-NASPO, or 3rd party audit provider to ensure accurate pricing.

Per Solicitation JP14001, the following pricing/product requirements and instructions apply:

1.11 Pricing Structure

Pricing Structure: Pricing for the State of Utah WSCA-NASPO Master Agreements shall be based on the Percent Discount off the current global MSRP Schedule applicable to United States customers.

1.12 Price Guarantee Period

Price Guarantee Period: The Data Communication Provider's Discount rate shall remain in effect for the term of the WSCA-NASPO Master Price Agreement.

1.13 Price Escalation

Equipment, Supplies and Services: Data Communications provider may update the pricing on their MSRP price list one time every year after the first year of the original contract term. The WSCA-NASPO Contract Administrator will review a documented request for a Price Schedule price list adjustment only after the Price Guarantee Period.

1.14 Price Reductions

In the event of a price decrease in any category of product at any time during the contract in a Provider's Price Schedule, including renewal options, the WSCA-NASPO Contract Administrator shall be notified immediately. All Price Schedule price reductions shall be effective upon the notification provided to the WSCA-NASPO Master Agreement Administrator.

1.15 Usage Reporting Requirement

All Data Communication Provider's will be required to provide quarterly usage reports to the WSCA-NASPO Contract Administrator or designee. The initiation and submission of the quarterly reports are the responsibility of the Data Communication Contract Provider. You are responsible to collect and report all sales data including your resellers and partners sales associated with your Master Agreement. There will be no prompting or notification provided by the WSCA-NASPO Contract Administrator. The quarterly usage reports are due as follows:

Quarter #1:	July 1 through September 30, due annually by November 30.
Quarter #2:	October 1 through December 31, due annually by February 28.
Quarter #3:	January 1 through March 31, due annually by May 31.
Quarter #4:	April 1 through June 30, due annually by August 31.

1.20 WSCA Administrative Fee

The Contracted Supplier must pay a WSCA-NASPO administrative fee of one quarter of one percent (.25%) in accordance with the terms and conditions of the contract. The WSCA-NASPO administrative fee shall be submitted quarterly and is based on the actual sales of all products and services in conjunction with your quarterly reports. The WSCA-NASPO administrative fee must be included when determining the pricing offered. The WSCA-NASPO administrative fee is not negotiable and shall not be added as a separate line item on an invoice.

Additionally, some WSCA-NASPO participating entities may require that an administrative fee be paid directly to the WSCA-NASPO participating entity on purchases made by purchasing entities within that State. For all such requests, the fee percentage, payment method and payment schedule for the participating entity's administrative fee will be incorporated in the Participating Addendum. Data Communications Provider will be held harmless, and may adjust (increase) the WSCA-NASPO Master Agreement pricing by the fee percentage for that participating entity accordingly for purchases made by purchasing entities within the jurisdiction of the State. All such agreements may not affect the

WSCANASPO fee or the prices paid by the purchasing entities outside the jurisdiction of the participating entities requesting the additional fee. The WSCA-NASPO quarterly administrative fee will be submitted along with the quarterly usage reports as set forth below:

Quarter #1: July 1 through September 30, due annually by November 30.
Quarter #2: October 1 through December 31, due annually by February 28.
Quarter #3: January 1 through March 31, due annually by May 31.
Quarter #4: April 1 through June 30, due annually by August 31.

5.3.2 ADDING PRODUCTS

The ability to add new equipment and services is for the convenience and benefit of WSCA-NASPO, the Participating States, and all the Authorized Purchasers. The intent of this process is to promote "one-stop shopping" and convenience for the customers and equally important, to make the contract flexible in keeping up with rapid technological advances. The option to add new product or service categories and/items will expedite the delivery and implementation of new technology solutions for the benefit of the Authorized Purchasers.

After the contracts are awarded, additional IT product categories and/or items may be added per the request of the Contractor, a Participating State, an Authorized Purchaser or WSCA-NASPO. Additions may be ad hoc and temporary in nature or permanent. All additions to an awarded Contractor or Manufacturer's offerings must be products, services, software, or solutions that are commercially available at the time they are added to the contract award and fall within the original scope and intent of the RFP (i.e., converged technologies, value adds to manufacturer's solution offerings, etc.).

5.3.2.1 New Product from Contractors — If Contractor, a Participating State, an Authorized Purchaser or WSCA-NASPO itself requests to add new product categories permanently, then all awarded Contractors (Manufacturers) will be notified of the proposed change and will have the opportunity to work with WSCA to determine applicability, introduction, etc. Any new products or services must be reviewed and approved by the State of Utah WSCA-NASPO Contract Administrator.

5.3.2.2 Ad Hoc Product Additions — A request for an ad hoc, temporary addition of a product category/item must be submitted to WSCA-NASPO via the governmental entity's contracting/purchasing officer. Ad hoc, temporary requests will be handled on a case-by-case basis. The State of Utah WSCA-NASPO Contract Administrator must also be notified and will review and approve the addition before the purchase is finalized by the end user. The State of Utah WSCA-NASPO Contract Administrator has the final approval on any Ad Hoc product additions.

5.3.2.3 Pricelist Updates — As part of each Contractor's ongoing updates to its pricelists throughout the contract term, Contractor can add new SKUs to its awarded product categories that may have been developed in-house or obtained through mergers, acquisitions or joint ventures; provided, however, that such new SKUs fall within the Contractor's awarded product categories. Updated price lists will be reviewed and approved by the State of Utah WSCA-NASPO Contract Administrator before the revised price list is considered valid.

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

City Clerk File No. Res. 15.247

Agenda No. 10.V

Approved: APR 08 2015



TITLE:

**RESOLUTION AUTHORIZING AN AGREEMENT WITH
LET'S THINK WIRELESS FOR THE SUPPORT
OF PROPRIETARY COMPUTER HARDWARE AND SOFTWARE**

COUNCIL offered and moved adoption of the following resolution:

WHEREAS, funds must be allocated for the maintenance of the City's private licensed Wireless Wide Area PC Network, comprised of telecommunications hardware and software systems; and

WHEREAS, **LET'S THINK WIRELESS** has agreed to provide these goods and services per specifications of the Division of Information Technology; and

WHEREAS, the City of Jersey City has received a proposal from **LET'S THINK WIRELESS** (for a one year period, 1-1-15 to 12-31-15) in the amount of **\$71,033.28**; 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 **\$71,033.28** in **Acct. No. 1-201-31-435-314**

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

WHEREAS, **LET'S THINK WIRELESS** has submitted a Chapter 271 Political Contribution Disclosure Certification at least 10 days prior to the award of this contract; and

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

WHEREAS, Robert Magro, the City's Data Processing Coordinator, 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.

TITLE:

**RESOLUTION AUTHORIZING AN AGREEMENT WITH
LET'S THINK WIRELESS FOR THE SUPPORT
OF PROPRIETARY COMPUTER HARDWARE AND SOFTWARE**

NOW , THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City that the said proposal of the aforementioned **LET'S THINK WIRELESS** be accepted and that a contract be awarded to said company in the amount of **\$71,033.28**, and the City's Purchasing Agent is directed to have such a contract drawn up and executed;

BE IT FURTHER RESOLVED, that the term of the contract shall be twelve months effective as of January 1, 2015;

BE IT FURTHER RESOLVED, that upon certification by an official of employee of the City authorized to receive the material pursuant to the contact, 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;

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

BE IT FURTHER RESOLVED,, this contract is awarded in accordance with N.J.S.A 40A:11-5 (1) (dd).

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

City Clerk File No. Res. 15.247
Agenda No. 10.V APR 08 2015

TITLE:

**RESOLUTION AUTHORIZING AN AGREEMENT WITH
LET'S THINK WIRELESS FOR THE SUPPORT
OF PROPRIETARY COMPUTER HARDWARE AND SOFTWARE**

BE IT FURTHER RESOLVED, that pursuant to N.J.A.C. 5:30-5.5(a) the continuation of this contract after the expenditure of funds encumbered in the 2015 Fiscal Year temporary budget shall be subject to the availability and appropriation of sufficient funds in the 2015 Fiscal Year permanent budget.

I, Donna Mauer (Donna Mauer), as Chief Financial Officer, hereby certify that these funds are available for this expenditure in Account Number: **01-201-31-435-314** for payment of the above Resolution.

Requisition No. 0169703

Purchase Order No. 116765

EEO/AA Review _____

APPROVED: [Signature]
APPROVED: [Signature]
Business Administrator

APPROVED AS TO LEGAL FORM [Signature]
Corporation Counsel
Certification Required
Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 4.8.15											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			LAVARRO	✓		
KHEMRAJ	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			RIVERA	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

[Signature]
Rolando Lavarro, President of Council

[Signature]
Robert Byrne, City Clerk

RESOLUTION FACT SHEET - CONTRACT AWARD

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

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING AN AGREEMENT WITH LET'S THINK WIRELESS FOR THE SUPPORT OF PROPRIETARY COMPUTER HARDWARE AND SOFTWARE

Project Manager

Department/Division	Administration	Information Technology
Name/Title	Robert Magro	DP Coordinator
Phone/email	201-547-4274	bobm@cnj.org

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

Contract Purpose

Contract for maintenance services on proprietary hardware and software which comprises the City's FCC licensed Wireless Wide Area telecommunications network. Currently, City telephone service as well as personal computer services are distributed across this wireless WAN which is supported by this vendor.

Cost (Identify all sources and amounts)

Operating budget, \$71,033.28

Contract term (include all proposed renewals)

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

3-27-15
Date

Signature of Purchasing Director

Date

DETERMINATION OF VALUE CERTIFICATION

Robert Magro, of full age, hereby certifies as follows:

1. I am the Data Processing Coordinator of the City of Jersey City (City) Division of Information Technology 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 Wireless Wide Area Network PC Network hardware and software systems.
3. The City has determined that a contract for maintenance of these proprietary PC Network hardware/software systems should be awarded pursuant to N.J.S.A. 40A:11-5(1)(dd).
4. **LET'S THINK WIRELESS** can provide the maintenance services for the proprietary Wireless Wide Area Network PC Network hardware and software systems used by the City and has submitted a proposal indicating that it will provide the services for the sum of **\$71,033.28** per year.
5. The Division of Information Technology's recommendation is to award the contract to **LET'S THINK WIRELESS**.
6. The term of the contract is one year effective as of January 1, 2015
7. The estimated amount of the contract exceeds \$17,500.00 (**\$71,033.28**).
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.

Dated: _____

3-27-15



Robert Magro, DP Coordinator
Division of Information Technology

(REVISED 4/13)

EXHIBIT A
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)
N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

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

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

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

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

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

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

EXHIBIT A (Continuation)

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

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

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

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract_compliance)

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

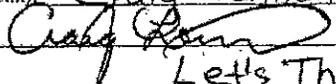
The undersigned vendor certifies on their company's receipt, knowledge and commitment to comply with:

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

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

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

Representative's Name/Title (Print): Craig Lerman / President & CEO

Representative's Signature: 

Name of Company: Let's Think Wireless, LLC

Tel. No.: 973-882-3982 Date: 2/14/2015

Certification

CERTIFICATE OF EMPLOYEE INFORMATION REPORT 37795

RENEWAL

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

15-DEC-2012 to 15-DEC-2019



LET'S THINK WIRELESS
P.O. BOX 628
PINEBROOK

NJ 07058



A handwritten signature in black ink, appearing to read "Andrew P. Sidamon-Eristoff".

Andrew P. Sidamon-Eristoff
State Treasurer



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

The contractor and the _____ of _____ (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 5121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or services on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to 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: Craig Lerman / President & CEO.
Representative's Signature: *Craig Lerman*
Name of Company: Let's Think Wireless LLC.
Tel. No.: 973-882-3982 Date: 2/14/2015

Minority/Woman Business Enterprise (MWBE)
Questionnaire for Bidders

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

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

Business Name: Let's Think Wireless, LLC
Address: 26 Chapn Rd. (PO Box 628) Pine Brook, NJ 07058
Telephone No.: 973-882-3982
Contact Name: Craig Lerman, President & CEO

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

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

Part I - Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that the <name of business entity> has not made and will not make any reportable contributions pursuant to N.J.S.A. 19:44A-1 et seq. that, pursuant to P.L. 2004, c. 19 would bar the award of this contract in the one year period preceding (date of award scheduled for approval of the contract by the governing body) to any of the following named candidate committee, joint candidates committee; or political party committee representing the elected officials of the <name of entity of elected officials> as defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (r).

Election Fund for Steven Fulop (2013)	Councilperson Frank Gajewski
Team Fulop	Councilperson Khemraj "Chico" Ramchal
Team Fulop Runoff	Councilperson Richard Boggiano
Lavarro for Council	Councilperson Michael Yun
Councilperson Joyce E. watterman	Councilperson Candice Osborne
Councilperson Daniel Rivera	Councilperson Diane Coleman

Part II - Ownership Disclosure Certification

I certify that the list below contains the names and home addresses of all owners holding 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business entity:

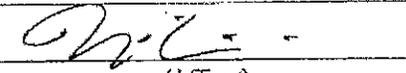
- Partnership
 Corporation
 Sole Proprietorship
 Subchapter S Corporation
 Limited Partnership
 Limited Liability Corporation
 Limited Liability Partnership

Name of Stock or Shareholder	Home Address
Craig Lerman	5 Langtree Dr. Livingston, NJ 07039

Part 3 - Signature and Attestation:

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

Name of Business Entity: Let's Think Wireless, LLC
 Signed: Craig Lerman Title: President & CEO
 Print Name: Craig Lerman Date: 2/14/2015

Subscribed and sworn before me this <u>14</u> day of <u>February</u> , 2015	 (Affiant) <u>Nidia Kovacevic</u> (Print name & title of affiant) (Corporate Seal)
My Commission expires: NOTARY PUBLIC STATE OF NEW JERSEY COMMISSION EXPIRES NOVEMBER 23, 2015 I.D.# 2402440	

STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business:

I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR

I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

Partnership

Corporation

Sole Proprietorship

Limited Partnership

Limited Liability Corporation

Limited Liability Partnership

Subchapter S Corporation

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders:

Name: <u>Craig Lerman</u>	Name:
Home Address: <u>5 Langtree Drive Livingston, NJ 07039</u>	Home Address:
Name:	Name:
Home Address:	Home Address:
Name:	Name:
Home Address:	Home Address:

Subscribed and sworn before me this 14th day of February, 2015

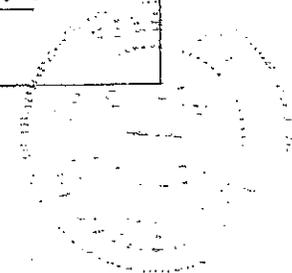
(Notary Public)

My Commission expires:

NIDIA KOVACEVIC
NOTARY PUBLIC
STATE OF NEW JERSEY
COMMISSION EXPIRES NOVEMBER 23, 2015
I.D.# 2402440

Nidia Kovacevic Personal Banker
 (Affiant)
 (Print name & title of affiant)

(Corporate Seal)



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

PART I - Vendor Affirmation

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

PART II - Signature and Attestation:

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

Name of Business Entity: Lets Think Wireless, LLC

Signed: [Signature] Title: President & CEO

Print Name: Craig Lerman Date: 2/14/2015

Subscribed and sworn before me
this 14th day of February, 2015.
My Commission expires:

[Signature] (Affiant)
Nida Kovacevic Personal Banker
(Print name & title of affiant) (Corporate Seal)

NOVA KOVACEVIC
NOTARY PUBLIC
STATE OF NEW JERSEY
COMMISSION EXPIRES NOVEMBER 23, 2015
I.D.# 2402440

**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.

AFFIRMATIVE ACTION COMPLIANCE NOTICE

N.J.S.A. 10:5-31 and N.J.A.C. 17:27

**GOODS AND SERVICES CONTRACTS
(INCLUDING PROFESSIONAL SERVICES)**

This form is a summary of the successful bidder's requirement to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

The successful bidder shall submit to the public agency, after notification of award but prior to execution of this contract, one of the following three documents as forms of evidence:

(a) A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);

OR

(b) A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4;

OR

(c) A photocopy of an Employee Information Report (Form AA302) provided by the Division and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

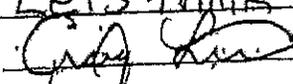
The successful vendor may obtain the Affirmative Action Employee Information Report (AA302) from the contracting unit during normal business hours.

The successful vendor(s) must submit the copies of the AA302 Report to the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts (Division). The Public Agency copy is submitted to the public agency, and the vendor copy is retained by the vendor.

The undersigned vendor certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27 and agrees to furnish the required forms of evidence:

The undersigned vendor further understands that his/her bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

COMPANY: Lets Think Wireless, LLC

SIGNATURE:  DATE: 2/14/2015

PRINT NAME: Craig Lerman TITLE: President & CEO

AFFIRMATIVE ACTION COMPLIANCE (SAMPLE DOCUMENTS)

PUBLIC DISCLOSURE INFORMATION

Chapter 33 of the Public Laws of 1977 provides that no Corporation or Partnership shall be awarded any State, City, Municipal or Schools District contracts for the performance of any work or the furnishing of any materials or supplies, unless prior to the receipt of the bid or accompanying the bid of said corporation or partnership there is submitted a public disclosure information statement. The statement shall set forth the names and addresses of all stockholders in the corporation or partnership who own ten percent (10%) or more of its stock of any class, or of all individual partners in the partnership who own a ten percent (10%) or greater interest therein.

STOCKHOLDERS:

Name	Address	% owned
Craig Lerman	5 Langtree Dr., Livingston, NJ 07034	100%

SIGNATURE:

Craig Lerman

TITLE:

President & CEO

SUBSCRIBED AND SWORN TO
BEFORE ME THIS DAY

14th February

OF 20 15

(TYPE OR PRINT NAME OF AFFIANT UNDER SIGNATURE)

NOTARY PUBLIC OF
MY COMMISSION EXPIRES: 20.

INDIA KOVACEVIC
NOTARY PUBLIC
STATE OF NEW JERSEY
COMMISSION EXPIRES NOVEMBER 23, 2015
I.D.# 2402440

[Handwritten Signature]

(NOTE: THIS FORM MUST BE COMPLETED, NOTARIZED AND RETURNED WITH THIS PROPOSAL).



NON COLLUSION AFFIDAVIT
STATE OF NEW JERSEY
CITY OF JERSEY CITY

I certify that I am Craig Lerman (President & CEO)
of the firm of Let's Think Wireless, LLC

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

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

(Signature of respondent) Craig Lerman

SUBSCRIBED AND SWORN TO
BEFORE ME THIS DAY 14th February OF 20 15

(TYPE OR PRINT NAME OF AFFIANT UNDER SIGNATURE)
NOTARY PUBLIC OF
MY COMMISSION EXPIRES: 20...

CRISTINA NOVAKIEWICZ
NOTARY PUBLIC
STATE OF NEW JERSEY
COMMISSION EXPIRES NOVEMBER 23, 2015
I.D.# 2402440

(NOTE: THIS FORM MUST BE COMPLETED, NOTARIZED AND RETURNED WITH THIS PROPOSAL).



MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 and N.J.A.C. 17:27 (continued)

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

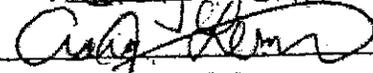
In conforming with the applicable employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions. The contractor and its subcontractors shall furnish such reports or other documents to the Division of Contract Compliance & EEO as may be requested by the Division from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Contract Compliance & EEO for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

The undersigned vendor certifies that he/she received, read, and is aware of the commitment to comply with:

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

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

Representative's Name/Title (Print): Craig Lerman / President & CEO

Representative's Signature: 

Name of Company: Let's Think Wireless, LLC

Tel. No.: 973-882-3982 Date: 2/14/2015

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

City Clerk File No. _____ Res. 15.248

Agenda No. _____ 10.W

Approved: _____ APR 08 2015

TITLE:



RESOLUTION AUTHORIZING AN AWARD OF CONTRACT TO LET'S THINK WIRELESS, LLC FOR THE PURCHASE & INSTALLATION OF WIRELESS LAN FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF INFORMATION TECHNOLOGY THROUGH THE COOPERATIVE PURCHASING NETWORK

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 make purchases and contract for goods and services through the use of a cooperative purchasing agreement; and

WHEREAS, certain economies can be achieved when public entities purchase goods and services together under a cooperative pricing agreement; and

WHEREAS, the National Joint Powers Alliance is a lead agency under a Cooperative Pricing Agreement approved by the Division of Local Government Services; and

WHEREAS, the Bethune Center needs Wi-Fi coverage throughout the complex; and

WHEREAS, Resolution 14-538 approved on August 20, 2014 authorized the City of Jersey City (City) to enter into a Cooperative Agreement with the National Joint Powers Alliance Cooperative Purchasing System; and

WHEREAS, the TCPN awarded a contract to Let's Think Wireless, LLC for goods and services that the City desires to purchase; and

WHEREAS, the Department of Administration/Information Technology wishes to purchase the Wireless LAN for the Bethune Center from Let's Think Wireless LLC, 30 Chapin Road, Unit 1209, Pine Brook, New Jersey 07058 who is an authorized dealer & distributor for Wav, Inc. who is in possession of contract R5065A; and

WHEREAS, the total amount of the contract is \$21,911.58 and

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

WHEREAS, the sum of Twenty One Thousand, Nine Hundred Eleven Dollars and Fifty Eight Cents (\$21,911.58) is available in the Capital Fund Account 04-215-55-961-990; and

Capital Acct. #: 04-215-55-961-990 PO #: 116707 Amount: \$21,911.58

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

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City that the said proposal of the aforementioned Let's Think Wireless LLC 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

(Continued on page 2)

City Clerk File No. Res. 15.248

Agenda No. 10.W APR 08 2015

TITLE:

RESOLUTION AUTHORIZING AN AWARD OF CONTRACT TO LET'S THINK WIRELESS, LLC FOR THE PURCHASE & INSTALLATION OF WIRELESS LAN FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF INFORMATION TECHNOLOGY THROUGH THE COOPERATIVE PURCHASING NETWORK

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

Capital Acct. #: 04-215-55-961-990 PO #: 116707 Amount: \$21,911.58

APPROVED: _____
Peter Folgado, Director of Purchasing,
QPA, RPPO

March 24, 2015
Date

PF/pv
3/24/15

APPROVED: _____
APPROVED: _____
Business Administrator

APPROVED AS TO LEGAL FORM _____
Corporation Counsel

Certification Required

Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 4.8.15											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMEN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

RESOLUTION FACT SHEET - CONTRACT AWARD

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

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING AN AWARD OF CONTRACT TO LET'S THINK WIRELESS, LLC FOR THE PURCHASE & INSTALLATION OF WIRELESS LAN FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF INFORMATION TECHNOLOGY THROUGH THE COOPERATIVE PURCHASING NETWORK

Project Manager

Department/Division	Administration	Information Technology
Name/Title	Robert Magro	DP Coordinator
Phone/email	201-547-4274	bobm@cnj.org

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

Contract Purpose

Contract for goods and services necessary to install a wireless local area network (Wi-Fi) internal to the Bethune Center complex. Wi-Fi capability will enhance the Center's capability to provide educational and cultural programs to both City employees and the community.

Cost (Identify all sources and amounts)

Capital budget, \$21,911.58

Contract term (include all proposed renewals)

not applicable

Type of award

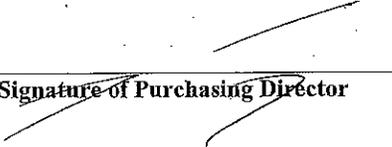
If "Other Exception", enter type

Additional Information

I certify that all the facts presented herein are accurate.


Signature of Department Director

3-25-15
Date


Signature of Purchasing Director

3/24/15
Date

DETERMINATION OF VALUE CERTIFICATION

Robert Magro, of full age, hereby certifies as follows:

1. I am the Data Processing Coordinator of the City of Jersey City (City) Division of Information Technology and have knowledge of the goods and services that the Division of Information Technology needs.
2. The Division of Information Technology requires goods and services necessary to implement a wireless PC Local Area Network (LAN) at the Bethune Center.
3. **Let's Think Wireless** can provide the necessary goods and services required by the City and has submitted a proposal indicating that it will provide the goods and services for the sum of **\$21,911.58**
4. The Division of Information Technology's recommendation is to award the contract to **Let's Think Wireless**.
5. The estimated amount of the contract exceeds \$17,500.00 (**\$21,911.58**).
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 punishment.

Dated:

3-25-15


Robert Magro, DP Coordinator
Division of Information Technology



New Jersey Division of Revenue

Revenue

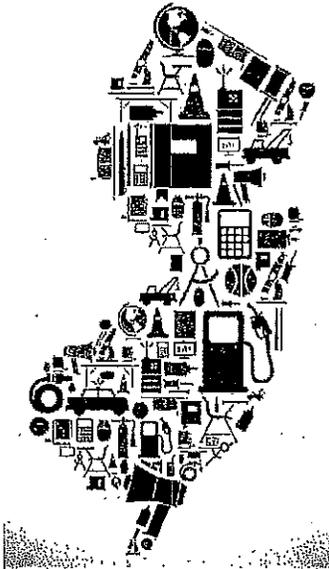
NJBGS

**On-Line Business Registration Certificate
Service**

CERTIFICATE NUMBER 1058043 FOR LET'S THINK WIRELESS, LLC IS
VALID.



New Jersey



If you have questions, please feel free to reach out to Mike Grade, TCPN New Jersey Program Manager at 312.515.5795, or via email at mgrade@tcpn.org.



The Cooperative Purchasing Network (TCPN) is a national governmental purchasing cooperative that offers competitively bid and awarded contracts. TCPN vendors include local, regional and national vendors for commonly purchased products and services, allowing government entities to make compliant purchases at a valued rate.

Participating in the cooperative allows you to pay less for products and reduce administrative costs, which helps you do more with less. So why is TCPN so effective at creating more economical buying opportunities for you? Because we offer strength in numbers and years of government purchasing experience, assuring you of confidence in every contract.

- Every TCPN contract is competitively bid, evaluated, and awarded by a government entity acting as a lead agency.
- Each TCPN contract is written with painstaking care, ensuring maximum value and absolute security.
- TCPN's contract process was developed by experienced government purchasing

TCPN Contracts Overview for New Jersey

Pursuant to P.L. 2011, C 139 (N.J.S.A. 52:34-6.2), New Jersey law allows local contracting units to make purchases and contract for services through the use of national cooperative contracts, such as those awarded by TCPN, so long as the contract complies with the laws of the lead agency awarding the competitive contract. TCPN's lead agency, Region 4 Education Service Center, is a legally recognized contracting unit in the State of Texas and its procurement conforms in all respects with the State of Texas bidding laws. [\[click here to view statutes\]](#).

Texas competitive bid laws require solicitation for goods and services to be procured by an identified method of solicitation, including: Competitive Sealed Proposals (CSP), Request for Proposals (RFP) and Invitation for Bids (IFB). Solicitations must also be publicly advertised in a newspaper of general circulation for a minimum of ten days and then subsequently evaluated based on pre-determined criteria. All TCPN contracts are competitively procured by one of the methods identified above, publicly advertised for a minimum of fourteen days, evaluated based on the pre-determined criteria identified in the solicitation and awarded to the lowest responsible bidder or respondent(s) with best value.

The public bid solicitation and award process utilized by Region 4 Education Service Center, through TCPN, is also consistent with the public bidding and procurement policy in the State of New Jersey. Under New Jersey law, New Jersey contracting units may "piggyback" onto contracts awarded by TCPN's lead agency because the TCPN solicitation process fosters competitive bidding, in as much as it utilizes advertising for bidding on a national cooperative contract; identifies the criteria and basis for award in the solicitation, such as award to the "lowest responsible bidder" or award to the "most advantageous to the public entity, price and other factors considered;" includes evaluative criteria when an RFP model is being used; excludes contracts based on an unadvertised "invitation only" procurement method; and excludes local preference or sole source procurement practices.

What does this mean for you? It means that you can now use TCPN contracts to save time and money! Please view each section of this web page to learn more!

Links to Applicable Statutory Requirements

- <http://www.statutes.legis.state.tx.us/Docs/ED/htm/ED.8.htm>
- <http://www.statutes.legis.state.tx.us/Docs/ED/htm/ED.44.htm>
- <http://www.statutes.legis.state.tx.us/Docs/GV/htm/GV.791.htm>
- <http://www.statutes.legis.state.tx.us/Docs/GV/htm/GV.2267.htm>
- http://www.state.nj.us/treasury/purchase/pdf/NJAC1712.pdf#nameddest=sub_2

TCPN New Jersey FAQs

- How much does it cost to participate with TCPN?
- What does a public agency do to participate with TCPN?



The Cooperative Purchasing Network

This TCPN Cooperative Purchasing Membership Agreement will allow a Member Agency to purchase commodities and/or services, from any and all TCPN Official Contract Holders, under the same terms, conditions and price as stated in each awarded contract. It is hereby agreed to by TCPN and the Member Agency that:

1. TCPN has followed procurement procedures for products and/or services offered by this Agreement in accordance with TCPNs governing procurement statutes and regulations.
2. It is the sole responsibility of each Member Agency to follow their state procurement statutes as it pertains to cooperative purchasing, or joint power agreements, with in-state or out-of-state public agencies.
3. TCPN makes their cooperative purchasing contracts available to Member Agencies "as is," and is under no obligation to revise the terms, conditions, scope, price, and/or any other conditions of the contract for the benefit of the Member Agency.
4. The use of each contract by the Member Agency shall adhere to the terms and conditions of the TCPN contract, including the order placement procedures provided by each Official Contract Holder.
5. It is the sole responsibility of the Member Agency to accept delivery of products and/or services, and the Member Agency hereby agrees to make timely payments to each Official Contract Holder for products and/or services received pursuant to this Agreement. Any dispute which may arise between the Member Agency and the Official Contract Holder are to be resolved between the Member Agency and the Official Contract Holder. TCPN will make every effort to facilitate a favorable remedy for both parties.
6. This Agreement incorporates all Agreements, covenants and understandings between TCPN and the Member Agency. No prior Agreement or understanding, verbal or otherwise, by the parties or their agents, shall be valid or enforceable unless embodied in this Agreement. This Agreement shall not be altered, changed or amended except by written revision or addendum executed by both parties.
7. This Agreement between TCPN and the Member Agency shall be presided over by TCPN governing law and jurisdiction, and shall become effective immediately and remain in effect unless terminated by either party with thirty (30) days written notice to the other party. Any such notice shall be sent to the address listed below.

I HAVE READ AND AGREE TO THE TCPN COOPERATIVE PURCHASING MEMBERSHIP AGREEMENT TERMS AND CONDITIONS.



June 20, 2014

Mr. Norm Dumbroff
President
WAV, Inc.
2380A Prospect Drive
Aurora, Illinois 60502

Re: Renewal Award of TCPN Annual Contract # R5065A

Dear Mr. Dumbroff:

Per official action taken by the Board of Directors of Education Service Center, Region 4 on June 17, 2014, The Cooperative Purchasing Network (TCPN) is pleased to announce that WAV, Inc. has been awarded an annual contract renewal for the following, based on the sealed proposal submitted to Region 4 on December 14, 2010, and subsequent performance thereafter:

Contract

Wireless Communication

The contract will expire on December 31, 2015, completing the fifth and final year of a five-year term of contract. **If your company is not in agreement, please contact TCPN immediately.**

The partnership between WAV, Inc. and Region 4 can be of great help to participating agencies. Please provide copies of this letter to your sales representative(s) to assist in their work.

If you have any questions or concerns, please feel free to contact Deborah Bushnell at 713.554.0460.

Sincerely,

A handwritten signature in black ink, appearing to read "Jason Wickel", is written over a large, stylized graphic element that resembles a checkmark or a signature flourish.

Jason Wickel
President



LETTER OF AGREEMENT PRICE QUOTATION

Jersey City - MIS

Bethune - Wireless LAN

CLIENT NAME	City of Jersey City - Office of Information Technology		
ADDRESS	1 Journal Square Plaza		
CITY, STATE, ZIP	Jersey City, NJ 07306		
EXECUTIVE CONTACT	Bob Magro	PHONE	(201) 547-4274
EMAIL	bobm@icnj.org	FAX	(201) 547-4507

RM	Craig Lerman
DATE	20-Mar-15
FAX	(973) 882-4563
EMAIL	clerman@ltw.com
<input type="checkbox"/>	NEW CLIENT
<input checked="" type="checkbox"/>	TAX EXEMPT

SCOPE OF WORK (Project Description)

LTW will install a Wireless LAN to provide Wi-Fi coverage for the designated areas (see attached coverage diagram) within the Bethune Complex. LTW will provide all necessary cabling, conduit work and mounting materials.

This price quotation is valid for 30 days from the date listed above.

PRODUCTS (Equipment & Materials)

PRODUCTS (Equipment & Materials)	QUANTITY	PRICE	EXTENSION
Ruckus Zone Director 1200 w/SAP License (901-1205-US00)	1	\$ 678.90	\$ 678.90
Ruckus Zone Director Single AP License (909-0001-ZD12)	3	\$ 93.00	\$ 279.00
Ruckus Outdoor Access Point - 7782 (901-7782-US00)	1	\$ 1,859.38	\$ 1,859.38
Ruckus Universal Mounting Kit (902-0110-0000)	2	\$ 28.50	\$ 57.00
TSR-JNS-EQUIP-PERITEM	16	\$ 145.00	\$ 2,320.00
Misc. Mounting Materials			
		SHIPPING & HANDLING:	\$ 250.00
		SUBTOTAL:	\$ 5,194.28
		SALES TAX:	\$ -
		PRODUCT TOTAL:	\$ 5,444.28

PAYMENT TERMS:
The amount of this agreement is \$21,911.58. Note: This proposal conforms to the TCPN Purchasing Agreement with WAV, Inc.
Payment Due: NET 30 Days.

SERVICES (Installation)

Professional Services:			
TSR-JNS-GEN-PERDAY	9	\$ 1,750.00	\$ 15,750.00
Ruckus Controller and Access Point Installation			
Configuration, Training & Network Coverage Testing			
TSR-MISC-SERV (Misc. Services) Mobilization	3	\$ 165.00	\$ 495.00
		SUBTOTAL:	\$ 16,245.00
		PRODUCT TOTAL:	\$ 16,245.00

COMMENTS:
Client agrees that LTW personnel will have access to facilities as necessary on any weekday that is not a bank holiday.

SUPPORT (Maintenance/Warranty)

SLED Support for Zone Director 1205 (841-1205-1000)	1	\$ 156.75	\$ 156.75
SLED Support for Zone Director License (841-1201-3L00)	3	\$ 21.85	\$ 65.55
		SUPPORT & SERVICE TOTAL:	\$ 222.30

OTHER TERMS:
* ALL LTW TERMS AND CONDITIONS APPLY TO THIS QUOTATION
* SOFTWARE/HARDWARE PRICES ARE SUBJECT TO CHANGE AT ANY TIME WITHOUT NOTICE.
* LTW WILL NOT SCHEDULE THIS PROJECT UNTIL THE LOA HAS BEEN SIGNED AND RETURNED.

Once work dates are set, client can reschedule once, up to 2 weeks prior to the start date, with no additional fees being incurred. All other rescheduling will result in a penalty equal to 50% of the fees for the days rescheduled.

ORDER AUTHORIZATION

My signature below indicates that LTW has provided to me, I have read, and I agree to LTW's Terms & Conditions Master Agreement. This Agreement governs the purchase of Products and Services by Client from LTW and takes effect on the date the Letter of Agreement has been signed.

X _____ Date
Client Authorization

X _____ Date
LTW Authorization

PRODUCTS:	\$ 5,444.28
SERVICES:	\$ 16,245.00
SUPPORT:	\$ 222.30
SALES TAX:	\$ -
MOBILIZATION EXPENSES:	
TOTAL:	\$ 21,911.58

LET'S THINK WIRELESS, LLC
26 CHAPIN ROAD, SUITE 1112, P.O. BOX 628, PINE BROOK, NEW JERSEY 07058
OFFICE (973) 882-9204
FAX (973) 882-4563
www.LTW.com

Search Results

Search Within Results

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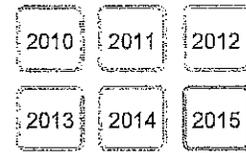
[Reset search](#)



WAV Contract #: R5065A
Inc.

Wireless

Communications



Filters

California

All Contract Ages

Any Diversity States

Wireless Broadband

WLAN

Rugged Computing

Video Surveillance

Surveys and

Installation

Contract Categories

Consulting Services

Information Technology

Office

School

Gregory	Flatt	Flat Earth	1907 Acklen Ave.		Nashville	TN	37212	gflatt@flatearth.net	615-777-5214
Ralph	Garcla	Flowing Through Connections, Inc.	3301 N. Neenah Ave.		Chicago	IL	60634	rgarcia@flowingtc.net	773-794-0275
Joshua	Casario	Folkerson Communications	701 Sun Meadows Dr.		Harker Heights	TX	76548	casario@folkersoncom.com	254-698-0016
Joe	Sauer	Fortes Technology, Inc.	39 Old Ridgebury Rd.	Ste. C4	Danbury	CT	06810	jsauer@fortestech.com	203-942-4576
Darel	Parker	Frontara Consulting LLC	7017 N. 10th St., Ste. 302		McAllen	TX	78504	partners@gofrontara.com	956-655-9434
Chris	Herrington	Full Spectrum Communications	12881 Western Ave.	Ste. C	Garden Grove	CA	92841	chris@fsc.com	714-897-3789
Vincent	Cowle	G2 Digital Solutions	1841 Trebein Rd.		Xenia	OH	45385	vincent@p2-digital-solutions.com	937-241-6003
Albert	Parra	GigaNetworks, Inc.	835 NE 79th St.		Miami	FL	33138	albert.parra@giganetworks.com	305-756-0041
Stephane	Dickens	Global Gossip	19751 E. Main St.		Parker	CO	80138	sdickens@globalgossip.net	720-378-5087
Chris	Bernard	Golden West Technologies	2727 N. Plaza Dr.		Rapid City	SD	57702	chrisbernard@goldenwest.com	605-719-3638
Glenn	Hembling	GTS	3475 Sheridan St.	Ste. 301	Hollywood	FL	33021	ghembling@gtsna.com	954-981-2600
Brunel	Thimothe	Haitech Design LLC	789 Imperial Dr.		Baldwin	NY	11510	bthimothe@haitechdesign.com	516-714-5424
Joseph	Kratz	Heavy Water, Ltd.	270 N. Ave.	Ste. 709	New Rochelle	NY	10801	jkratz@heavywaterltd.com	914-358-3301
Richard	Shea	HI Tech Electricom	56 Kelsey Ave.		West Haven	CT	06516	hlt@snet.net	203-710-7769
Thomas	Daly	HiSpeed Gear!	610 Atlla Way	#2	Kenal	AK	99611	TD@hisppeedgear.com	907-283-5136
Stephen	Davis	Horizon Software Int'l	2915 Premiere Pkwy.		Duluth	GA	30097	sdavis@horizonsoftware.com	770-554-6353
Joe	Lovetere	HUB Technical Services	44 Norfolk Ave.		South Easton	MA	02375	jlovetere@hubtechnical.com	877-482-8324
Rodney	Fox	ILInk, LLC	560 W. Canfield Ave.		Coeur d'Alene	ID	83815	rfox@llink.com	208-691-2199
Aramis	Hernandez	Inc. Technologies	556 S. Fair Oaks Ave., #330		Pasadena	CA	91105	alexa@inctechsupport.com	910-288-3623
Alan	Newman	InCare	1772 Tallafiero Trl.		Montgomery	AL	36117	anewman@incare-k12.com	334-538-6774
Aubrey	Fox	Independence Communications	5515 Old Brecksville Rd.		Independence	OH	44131	afox@goindycom.com	216-642-1670
Mitch	Getz	Insight Onsite LLC	11 Park Place, 4th Floor		New York	NY	10007	support@insight-onsite.com	646-434-8504
David	Black	Insource Technology Corp.	450 Gears Rd.	Ste. 600	Houston	TX	77067	david.black@insource.com	281-774-4150
David	Black	Insource Technology Direct, LLC	450 Gears Rd.	Ste. 600	Houston	TX	77067	david.black@insource.com	281-774-4150
John	Jeffrey	Intelinet Systems	1110 E. Collins Blvd. #122		Richardson	TX	75081	jjeffrey@intelinetsystems.com	972-331-3300
Kip	Cartwright	Intuitive Products, Inc.	608 Taylor Ct.		Duncanville	TX	75137	kip@infonet.com	972-296-6789
Rick	Lindahl	Invictus Networks, LLC	14523 Westlake Dr.	Ste. 19	Lake Oswego	OR	97035	accounting@invictusnetworks.com	503-635-2562
Abidemi	Olutiola	IPartners Limited	88 Ogle Rd.		Old Tappan	NJ	07675	aolutiola@ipartnersltd.com	201-423-4374
Johnny C.	Mason II	IST2 - Integrated Systems Tech & Telecom, Inc.	PO Box 24408		Columbia	SC	29224	cmason@ist2.com	803-419-8885
Sean	Hennessey	Itegix LLC	44 Sherbrook Ct.		Shirley	NY	11967	shennessey@itegix.com	917-402-5556
Kyle	Fuller	ITS	5310 S. Cockrell Hill Rd.		Dallas	TX	75236	kyle@its.net	972-620-1435
Tracey	Schafer	KIT Network Cabling	1340 E. Cedar St.		Annville	PA	17003	tracey_schafer@hotmail.com	717-644-4071
Kirt	Mujil	Kyber Networks	5655 Silver Creek Valley Rd.	#441	San Jose	CA	95138	info@kybernetworks.com	408-805-5060
Gavin	Pettigrew	Lantana Communications	1700 Tech Centre Parkway		Arlington	TX	76014	gpettigrew@lantana.com	817-606-3466
Richard	Adams	Let's Think Wireless, LLC	30 Chapin Rd., Unit 1209		Plne Brook	NJ	07058	radams@ltw.com	973-882-9204 x15
Becky	PaIr	Louisiana Radio Communications	701 S. Martin Luther King Hwy.		Lake Charles	LA	70601	bpair@lrwireless.com	337-436-7573
Bobby	Balley	Louisville Geek, LLC	3900 Shelbyville Rd.		Louisville	KY	40207	bobby@louisgeek.com	502-897-7577
Mark	Barnes	M B Industrial Supply	1506 W. Pioneer Pkwy.		Arlington	TX	76013	mbind1@airmail.net	817-274-4770
Peter	Kaczinski	Macro Digital Technology Corp.	211-2 Knickerbocker Ave.		Bohemia	NY	11716	pkaczinski@macrodigital.com	631-938-1600
Mark	Sampson	Marathon Computer Inc.	693 Cochituate Rd.		Framingham	MA	01701	mark@marathonlaptop.com	508-626-7400
Pulin	Kinkhabwala	Marvel Technologies, Inc.	2948 Simsbury Ct.		Naperville	IL	60564	pulin@mrvtch.com	800-725-1886
Glenn	Young	Matrix Networks	4243 SE International Way	Ste. C	Portland	OR	97222	glenny@mtr.com	503-654-3000
Lorraine	lehle	MetComm.Net	100 S. Van Brunt St.	Ste. 3	Englewood	NJ	07631	lorraine@metcomm.net	201-342-5470
Michael	Clubreth	Metro Data Networks	1012 14th St., NW	Ste. 200	Washington	DC	20005	mclubreth@metrodatanet.com	202-510-9345

(REVISED 4/13)

EXHIBIT A
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)
N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

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

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

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

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

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

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

EXHIBIT A (Continuation)

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

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

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

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract_compliance)

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

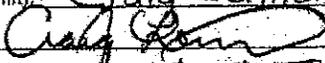
The undersigned vendor certifies on their company's receipt, knowledge and commitment to comply with:

EXHIBIT A
N.J.S.A. 10:5-31 and N.J.A.C. 17:27
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
Goods, Professional Services and General 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): Craig Lerman / President & CEO

Representative's Signature: 

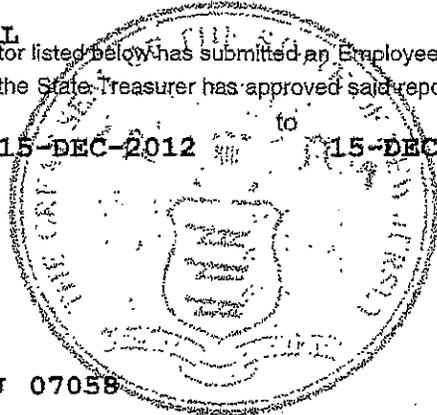
Name of Company: Let's Think Wireless, LLC

Tel. No.: 973-882-3982 Date: 2/14/2015

Certification
CERTIFICATE OF EMPLOYEE INFORMATION REPORT 37795

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

15-DEC-2012 to 15-DEC-2019

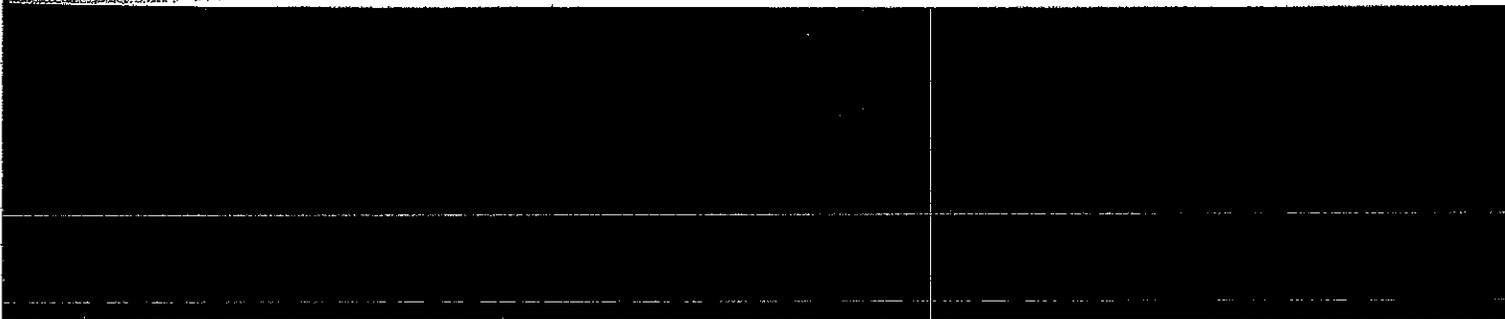


LET'S THINK WIRELESS
P.O. BOX 628
PINEBROOK

NJ 07058

A handwritten signature in black ink, appearing to read "Andrew P. Sidamon-Eristoff".

Andrew P. Sidamon-Eristoff
State Treasurer



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

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

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

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

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

Representative's Name/Title Print: Craig Lerman / President & CEO
Representative's Signature: [Signature]
Name of Company: Let's Think Wins, LLC
Tel. No.: 973-882-3982 Date: 2/14/2015

Minority/Woman Business Enterprise (MWBE)
Questionnaire for Bidders

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

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

Business Name: Let's Think Wireless, LLC
Address: 26 Chapin Rd. (PO Box 628) Pine Brook, NJ 07058
Telephone No.: 973-882-3982
Contact Name: Craig Lerman, President & CEO

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

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 preceeding (date of award scheduled for approval of the contract by the governing body) to any of the following named candidate committee, joint candidates committee; or political party committee representing the elected officials of the <name of entity of elected officials> as defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (r).

Election Fund for Steven Fulop (2013)	Councilperson Frank Gajewski
Team Fulop	Councilperson Khemraj "Chico" Ramchal
Team Fulop Runoff	Councilperson Richard Boggiano
Lavarro for Council	Councilperson Michael Yun
Councilperson Joyce E. watterman	Councilperson Candice Osborne
Councilperson Daniel Rivera	Councilperson Diane Coleman

Part II – Ownership Disclosure Certification

I certify that the list below contains the names and home addresses of all owners holding 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business entity:

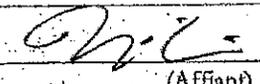
- Partnership
 Corporation
 Sole Proprietorship
 Subchapter S Corporation
 Limited Partnership
 Limited Liability Corporation
 Limited Liability Partnership

Name of Stock or Shareholder	Home Address
Craig Lerman	5 Langtree Dr. Livingston, NJ 07039

Part 3 – Signature and Attestation:

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

Name of Business Entity: Let's Think Wireless, LLC
 Signed: Craig Lerman Title: President & CEO
 Print Name: Craig Lerman Date: 2/14/2015

Subscribed and sworn before me this <u>14</u> day of <u>February</u> , 20 <u>15</u>	 (Affiant) <u>Nidra Kovacevic Personal Banker</u> (Print name & title of affiant) (Corporate Seal)
My Commission expires: <u>NOVEMBER 23, 2016</u> NIORA KOVACEVIC NOTARY PUBLIC STATE OF NEW JERSEY COMMISSION EXPIRES NOVEMBER 23, 2016 I.D.# 2402440	

STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business:

I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR

I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

Partnership

Corporation

Sole Proprietorship

Limited Partnership

Limited Liability Corporation

Limited Liability Partnership

Subchapter S Corporation

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders:

Name: <u>Craig Lerman</u>	Name:
Home Address: <u>5 Langtree Drive Livingston, NJ 07039</u>	Home Address:
Name:	Name:
Home Address:	Home Address:
Name:	Name:
Home Address:	Home Address:

Subscribed and sworn before me this 14th day of February, 2015

(Notary Public)

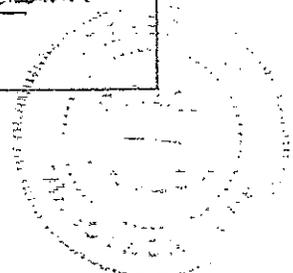
My Commission expires:

NIDIA KOVACEVIC
NOTARY PUBLIC
STATE OF NEW JERSEY
COMMISSION EXPIRES NOVEMBER 23, 2015
I.D.# 2402440

[Signature]
(Affiant)

Nidia Kovacevic Personal Banker
(Print name & title of affiant)

(Corporate Seal)



**CERTIFICATION OF COMPLIANCE WITH THE CITY OF JERSEY CITY
CONTRACTOR PAY-TO-PLAY REFORM ORDINANCE 08-128 ADOPTED
ON SEPTEMBER 3, 2008**

PART I - Vendor Affirmation

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

PART II - Signature and Attestation:

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

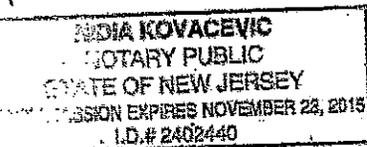
Name of Business Entity: Let's Think Wireless, LLC

Signed: [Signature] Title: President & CEO

Print Name: Craig Leoman Date: 2/14/2015

Subscribed and sworn before me
this 14th day of February, 2015.
My Commission expires:

[Signature] (Affiant)
Nidia Kovacevic Personal Banker
(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.

AFFIRMATIVE ACTION COMPLIANCE NOTICE

N.J.S.A. 10:5-31 and N.J.A.C. 17:27

**GOODS AND SERVICES CONTRACTS
(INCLUDING PROFESSIONAL SERVICES)**

This form is a summary of the successful bidder's requirement to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

The successful bidder shall submit to the public agency, after notification of award but prior to execution of this contract, one of the following three documents as forms of evidence:

(a) A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);

OR

(b) A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4;

OR

(c) A photocopy of an Employee Information Report (Form AA302) provided by the Division and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

The successful vendor may obtain the Affirmative Action Employee Information Report (AA302) from the contracting unit during normal business hours. The successful vendor(s) must submit the copies of the AA302 Report to the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts (Division). The Public Agency copy is submitted to the public agency, and the vendor copy is retained by the vendor.

The undersigned vendor certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27 and agrees to furnish the required forms of evidence:

The undersigned vendor further understands that his/her bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

COMPANY: Let's Think Wireless, LLC

SIGNATURE: Craig Lerman DATE: 2/14/2015

PRINT NAME: Craig Lerman TITLE: President & CEO

AFFIRMATIVE ACTION COMPLIANCE (SAMPLE DOCUMENT'S)

PUBLIC DISCLOSURE INFORMATION

Chapter 33 of the Public Laws of 1977 provides that no Corporation or Partnership shall be awarded any State, City, Municipal or Schools District contracts for the performance of any work or the furnishing of any materials or supplies, unless prior to the receipt of the bid or accompanying the bid of said corporation or partnership there is submitted a public disclosure information statement. The statement shall set forth the names and addresses of all stockholders in the corporation or partnership who own ten percent (10%) or more of its stock of any class, or of all individual partners in the partnership who own a ten-percent (10%) or greater interest therein.

STOCKHOLDERS:

Name	Address	% owned
Craig Lerman	5 Langtree Dr., Livingston, NJ 07037	100%

SIGNATURE: Craig Lerman

TITLE: President & CEO

SUBSCRIBED AND SWORN TO
BEFORE ME THIS DAY 14th February OF 20 15

(TYPE OR PRINT NAME OF AFFIANT UNDER SIGNATURE)

NOTARY PUBLIC OF
MY COMMISSION EXPIRES: 20

NIHA KOVACEVIC
NOTARY PUBLIC
STATE OF NEW JERSEY
COMMISSION EXPIRES NOVEMBER 25, 2015
I.D.# 2402440

[Handwritten Signature]

(NOTE: THIS FORM MUST BE COMPLETED, NOTARIZED AND RETURNED WITH THIS PROPOSAL).



NON COLLUSION AFFIDAVIT
STATE OF NEW JERSEY
CITY OF JERSEY CITY

I certify that I am Craig Leeman (President & CEO)
of the firm of Let's Think Wireless, LLC

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

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

(Signature of respondent) Craig Leeman

SUBSCRIBED AND SWORN TO
BEFORE ME THIS DAY 14th February OF 20 15

(TYPE OR PRINT NAME OF AFFIANT UNDER SIGNATURE)

NOTARY PUBLIC OF
MY COMMISSION EXPIRES: 20 ..

Craig Leeman
NOTARY PUBLIC
STATE OF NEW JERSEY
COMMISSION EXPIRES NOVEMBER 23, 2015
I.D.# 2402440

(NOTE: THIS FORM MUST BE COMPLETED, NOTARIZED AND RETURNED WITH THIS PROPOSAL).



MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 and N.J.A.C. 17:27 (continued)

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

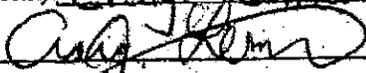
In conforming with the applicable employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions. The contractor and its subcontractors shall furnish such reports or other documents to the Division of Contract Compliance & EEO as may be requested by the Division from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Contract Compliance & EEO for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

The undersigned vendor certifies that he/she received, read, and is aware of the commitment to comply with:

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

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

Representative's Name/Title (Print): Craig Leeman / President & CEO

Representative's Signature: 

Name of Company: Let's Think Wireless, LLC

Tel. No.: 973-882-3982 Date: 2/14/2015

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

City Clerk File No. Res. 15.249

Agenda No. 10.X

Approved: APR 08 2015

TITLE:



RESOLUTION AUTHORIZING AWARD OF A CONTRACT TO NEW JERSEY BUSINESS SYSTEMS FOR WIRELESS WAN UPGRADES UNDER STATE CONTRACT FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF INFORMATION TECHNOLOGY

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, equipment and Services are necessary for Upgrades to the Wireless Area Network Link to the Bethune Center; 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 \$36,000.00; and

WHEREAS, New Jersey Business Systems, 7C Marlen Drive, Robbinsville, New Jersey is in possession of State Contract No. **A83899**, submitted a proposal for **Upgrades to the Wireless WAN Link**; and

WHEREAS, the total amount of the contract is \$56,675.32; and

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

Account	P.O. #	State Contract	Total Contract
04-215-55-961-990	116763	A83899	\$56,675.32

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

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

1. A contract is awarded to NJ Business Systems, Inc. for Upgrades to the Wireless Area Network Link for the Division of Information Technology.
2. The total contract amount is \$56,675.32 and the term of the contract is for one (1) year beginning January 1, 2015 through December 31, 2015.
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 receive the equipment 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.*
5. The Mayor or Business Administrator is hereby authorized to execute a contract on behalf of the City of Jersey City.

(Continued to page 2)

City Clerk File No. Res. 15.249

Agenda No. 10.X APR 08 2015

TITLE:

RESOLUTION AUTHORIZING AWARD OF A CONTRACT TO NEW JERSEY BUSINESS SYSTEMS FOR WIRELESS WAN UPGRADES UNDER STATE CONTRACT FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF INFORMATION TECHNOLOGY

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

Account	P.O. #	State Contract	Total Contract
04-215-55-961-990	116763	A83899	\$56,675.32

Approved by Peter Folgado, Director of Purchasing RPPO, OPA

March 24, 2015
Date

PF/pv
3/24/15

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: _____

Business Administrator

Corporation Counsel

Certification Required

Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 4.8.15											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

RESOLUTION FACT SHEET - CONTRACT AWARD

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

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING AWARD OF A CONTRACT TO NEW JERSEY BUSINESS SYSTEMS FOR WIRELESS WAN UPGRADES UNDER STATE CONTRACT FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF INFORMATION TECHNOLOGY

Project Manager

Department/Division	Administration	Information Technology
Name/Title	Robert Magro	DP Coordinator
Phone/email	201-547-4274	bobm@cnj.org

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

Contract Purpose

Contract for goods and services necessary to upgrade the Wireless Wide Area Network (WAN) link for the Bethune Center. This upgrade will allow the Bethune Center to be included on the City's IP telephone system as well as improving access to the Internet for programs offered at the Bethune.

Cost (Identify all sources and amounts)

Capital budget, \$56,675.32

Contract term (include all proposed renewals)

not applicable

Type of award

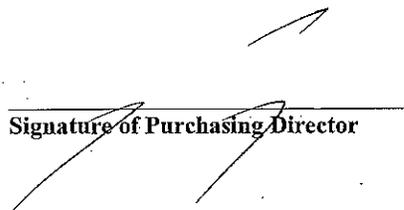
If "Other Exception", enter type

Additional Information

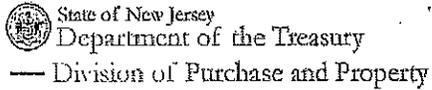
I certify that all the facts presented herein are accurate.


Signature of Department Director

3-25-15
Date


Signature of Purchasing Director

3/25/15
Date



**Notice of Award
Term Contract(s)**

**T-0109
RADIO COMMUNICATION EQUIPMENT
AND ACCESSORIES**

Vendor Information
Authorized Dealers
By Vendor
RFP Documents
Email to JIM BALLARD

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 \(581 kb\)](#)
- [Amendment #2 - Vendor Information Change Adobe PDF \(294 kb\)](#)
- [Amendment #3 - Contract Assignment Adobe PDF \(1 kb\)](#)

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 Title](#)

[Search NOAs](#)

Index #:	T-0109
Contract #:	VARIOUS
Contract Period:	FROM: 05/01/13 TO: 04/30/18
Applicable To:	ALL STATE AGENCIES

Governor Chris Christie • Lt. Governor Kim Guadagno

State of New Jersey
Department of the Treasury
— Division of Purchase and Property —

Search

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TERM CONTRACT SEARCH BY TNUMBER

[Click Here](#) to search more Term Contracts

T-Number	Title	Vendor	Contract #
T0109_13-x-22183	RADIO COMMUNICATION EQUIPMENT AND ACCESSORIES	NEW JERSEY BUSINESS SYSTEMS	83899
TOP			



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Vendor Name & Address:	MOTOROLA SOLUTIONS INC P.O. BOX 305 BORDENTOWN, NJ 08505
Contact Person:	MARCIAL MOJENA, STATE ACCOUNT
Contact Phone:	609-324-3653
Order Fax:	609-324-2849
Contract#:	83909
Expiration Date:	04/30/18
Terms:	NONE
Delivery:	SPECIFIED ELSEW HERE
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:	MUTUALINK INC 1269 SOUTH BROAD ST WALLINGFORD, CT 06492-1737
Contact Person:	DAWN ODAMS
Contact Phone:	978-467-4721
Order Fax:	928-396-0344
Contract#:	83894
Expiration Date:	04/30/18
Terms:	NONE
Delivery:	6 WEEKS 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:	NEW JERSEY BUSINESS SYSTEMS INC/CRANEL INC 7C MARLEN DRIVE ROBBINSVILLE, NJ 08691
Contact Person:	MICHAEL BOLLING
Contact Phone:	609-587-5500
Order Fax:	609-587-6660
Contract#:	83899
Expiration Date:	04/30/18
Terms:	NONE
Delivery:	1 WEEKS ARO
Small Business Enterprise:	YES
Minority Business Enterprise:	NO
Women Business Enterprise:	NO
Cooperative Purchasing *:	YES
* WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?	
Vendor Name & Address:	NICE SYSTEMS 301 ROUTE 17 NORTH 10TH FLOOR RUTHERFORD, NJ 20170
Contact Person:	YOCHAIROZENBLAT

LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
	COMMUNICATION EQUIPMNT & ACCESSORIES; TRAINING COSTS (ALL INCL) DELIVERY: 30 DAYS ARO				
00030	COMM CODE: 655-27-085657 [PHOTOGRAPHIC EQUIPMENT, FILM, AND ...] ITEM DESCRIPTION: SCHEDULE N: RADIO COMMUNICATION EQUIPMNT & ACCESSORIES; ADDITIONAL MANUALS, TRAINING, OPERATIONS AND/OR SERVICE DELIVERY: 30 DAYS ARO	1.000	EA	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00031	COMM CODE: 915-14-085649 [COMMUNICATIONS AND MEDIA RELATED ...] ITEM DESCRIPTION: SCHEDULES P & Q: RADIO COMMUNICATION EQUIPMENT & ACCESSORIES; WIRELESS SYSTEMS & SHORT RANGE POINT TO POINT LINKS DELIVERY: 30 DAYS ARO	1.000	EA	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00032	COMM CODE: 961-53-085650 [MISCELLANEOUS SERVICES, NO. 1 (NOT...)] ITEM DESCRIPTION: SCHEDULES R, S & U: RADIO COMMUNICATION & ACCESSORIES; DISCOUNTS: VOLUME, ANNUAL & TRADE-IN PROGRAM DELIVERY: 30 DAYS ARO	1.000	EA	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00033	COMM CODE: 726-89-085632 [RADIO COMMUNICATION EQUIPMENT,...] ITEM DESCRIPTION: SCHEDULE T: RADIO COMMUNICATION EQUIPMNT & ACCESSORIES; UNINTERRUPTABLE POWER SUPPLY (UPS) DELIVERY: 30 DAYS ARO	1.000	EA	NET	N/A
Vendor: NEW JERSEY BUSINESS SYSTEMS INC/CRANEL INC		Contract Number: 83899			
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00009	COMM CODE: 726-16-085634 [RADIO COMMUNICATION EQUIPMENT,...]	1.000	EA	NET	N/A

	ITEM DESCRIPTION: ANTENNAS/ANTENNA SYSTEMS & INTEROPERABLE COMMUNICATION SYSTEM GATEWAY DEVICES DELIVERY: 30 DAYS ARO				
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00011	COMM CODE: 725-78-081934 [RADIO COMMUNICATION, TELEPHONE, AND ...] ITEM DESCRIPTION: RADIO EQUIPMENT & ACCESSORIES INCLUDES: BASE STATIONS, POINT-TO- POINT, AM & FM BAND AIRCRAFT & MARINE RADIO W / ACCESSORIES, CONSOLES, RACKS, FURNITURE, UNINTERRUPTABLE POWER SUPPLIES (UPS) SUPPLIES (UNINTERRUPTABLE). DELIVERY: 30 DAYS ARO	1.000	EA	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00025	COMM CODE: 920-37-085644 [DATA PROCESSING, COMPUTER, PROGRAMMING, ...] ITEM DESCRIPTION: SCHEDULE A-F, H & O: RADIO COMMUNICATION EQUIPMENT & ACCESSORIES, INSTALLATIONS, REMOVALS, RE-INSTALL, MAINT & WARRANTIES DELIVERY: 30 DAYS ARO	1.000	EA	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00026	COMM CODE: 915-70-085645 [COMMUNICATIONS AND MEDIA RELATED ...] ITEM DESCRIPTION: SCHEDULE G (W / SUB- CATEGORIES): RADIO COMMUNICATIONS EQUIPMENT & ACCESSORIES ANTENNA LEVELS, CONDITIONS & CABLING DELIVERY: 30 DAYS ARO	1.000	EA	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00027	COMM CODE: 925-36-085646 [ENGINEERING SERVICES, PROFESSIONAL] ITEM DESCRIPTION: SCHEDULES I & K: RADIO COMMUNICATION EQUIPMENT & ACCESSORIES TIME & MATERIAL/ HOURLY MAINTENANCE, REPAIR, ENGINEERING,	1.000	EA	NET	N/A

LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
	PROJECT & SITE MANAGEMENT SERVICES DELIVERY: 30 DAYS ARO				
00028	COMM CODE: 920-46-085647 [DATA PROCESSING, COMPUTER, PROGRAMMING, ...] ITEM DESCRIPTION: SCHEDULES J&M: RADIO COMMUNICATION EQUIP & ACCESSORIES; SOFTWARE PRODUCT SCHEDULE & MAINTENANCE AGREEMENT SUPPLEMENT. DELIVERY: 30 DAYS ARO	1.000	EA	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00029	COMM CODE: 924-16-085648 [EDUCATIONAL/TRAINING SERVICES] ITEM DESCRIPTION: SCHEDULE L: RADIO COMMUNICATION EQUIPMNT & ACCESSORIES; TRAINING COSTS (ALL INCL) DELIVERY: 1 WEEKS ARO	1.000	EA	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00030	COMM CODE: 655-27-085657 [PHOTOGRAPHIC EQUIPMENT, FILM, AND ...] ITEM DESCRIPTION: SCHEDULE N: RADIO COMMUNICATION EQUIPMNT & ACCESSORIES; ADDITIONAL MANUALS, TRAINING, OPERATIONS AND/OR SERVICE DELIVERY: 30 DAYS ARO	1.000	EA	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00031	COMM CODE: 915-14-085649 [COMMUNICATIONS AND MEDIA RELATED ...] ITEM DESCRIPTION: SCHEDULES P & Q: RADIO COMMUNICATION EQUIPMENT & ACCESORIES; WIRELESS SYSTEMS & SHORT RANGE POINT TO POINT LINKS DELIVERY: 30 DAYS ARO	1.000	EA	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00032	COMM CODE: 961-53-085650 [MISCELLANEOUS SERVICES, NO. 1 (NOT...)] ITEM DESCRIPTION: SCHEDULES R, S & U: RADIO COMMUNICATION & ACCESSORIES; DISCOUNTS: VOLUME, ANNUAL	1.000	EA	NET	N/A

LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
	& TRADE-IN PROGRAM DELIVERY: 30 DAYS ARO				
00033	COMM CODE: 726-89-085632 [RADIO COMMUNICATION EQUIPMENT,...] ITEM DESCRIPTION: SCHEDULE T: RADIO COMMUNICATION EQUIPMNT & ACCESSORIES; UNINTERRUPTABLE POWER SUPPLY (UPS) DELIVERY: 30 DAYS ARO	1.000	EA	NET	N/A
Vendor: NICE SYSTEMS		Contract Number: 83921			
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00019	COMM CODE: 726-13-085630 [RADIO COMMUNICATION EQUIPMENT,...] ITEM DESCRIPTION: 9-1-1 TELECOMMUNICATIONS EQUIPMENT INCLUDES: CALL ANSWERING, LOGGING & INSTANT PLAYBACK RECORDERS, COMPUTER AIDED DISPATCH (CAD) SYSTEMS & SOFTWARE, TRAINING SIMULATORS & TRAINING SOFTWARE DELIVERY: 30 DAYS ARO	1.000	EA	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00025	COMM CODE: 920-37-085644 [DATA PROCESSING, COMPUTER, PROGRAMMING, ...] ITEM DESCRIPTION: SCHEDULE A-F, H & O: RADIO COMMUNICATION EQUIPMENT & ACCESSORIES, INSTALLATIONS, REMOVALS, RE-INSTALL, MAINT & WARRANTIES DELIVERY: 30 DAYS ARO	1.000	EA	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00026	COMM CODE: 915-70-085645 [COMMUNICATIONS AND MEDIA RELATED ...] ITEM DESCRIPTION: SCHEDULE G (W / SUB- CATEGORIES): RADIO COMMUNICATIONS EQUIPMENT & ACCESSORIES ANTENNA LEVELS, CONDITIONS & CABLING DELIVERY: 30 DAYS ARO	1.000	EA	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00027	COMM CODE: 925-36-085646 [ENGINEERING SERVICES, PROFESSIONAL]	1.000	EA	NET	N/A

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

City Clerk File No. Res. 15.250

Agenda No. 10.Y

Approved: APR 08 2015

TITLE:



RESOLUTION AUTHORIZING THE RENEWAL OF A CONTRACT WITH DELL MARKETING LP FOR EMAIL ARCHIVING AND DISASTER RECOVERY SERVICES UNDER STATE CONTRACT FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF INFORMATION TECHNOLOGY

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, the Division of Information Technology needs to renew the contract for **Email Archiving and Disaster Recovery Services for the City's Microsoft Exchange Email System**; 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 \$36,000.00; and

WHEREAS, Dell Marketing L.P., One Dell Way, RR8 MS41, Round Rock, Texas 78682 is in possession of State Contract No. **A70256**, submitted a proposal for **Email Archiving and Disaster Recovery Services**; and

WHEREAS, funds are available for this contract in **Administration, Information Technology/Contractual Services Fund**;

Account	P.O. #	State Contract	Total Contract
01-201-20-140-314	116696	A70256	\$58,276.44

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

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

1. A contract is awarded to Dell Marketing L.P. for Email Archiving and Disaster Recovery Services for the City's Microsoft Exchange Email System for the Division of Information Technology.
2. The total contract amount is \$58,276.44 and the term of the contract is for one (1) year beginning January 1, 2015 through December 31, 2015.
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 receive the equipment 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.
5. The Mayor or Business Administrator is hereby authorized to execute a contract on behalf of the City of Jersey City.

(Continued to page 2)

City Clerk File No. Res. 15.250

Agenda No. 10-Y APR 08 2015

TITLE:

RESOLUTION AUTHORIZING THE RENEWAL OF A CONTRACT WITH DELL MARKETING LP FOR EMAIL ARCHIVING AND DISASTER RECOVERY SERVICES UNDER STATE CONTRACT FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF INFORMATION TECHNOLOGY

RESOLVED, that the Mayor or Business Administrator is hereby authorized to execute a contract on behalf of the City of Jersey City.

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

Account	P.O. #	State Contract	Total Contract
01-201-20-140-314	116696	A70256	\$58,276.44

Approved by: Peter Folgado, Director of Purchasing, RPPO, QPA

March 23, 2015
Date

PF/pv
3/23/15

APPROVED: _____

APPROVED: _____
Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel

Certification Required

Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE <u>4.8.15</u>											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

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

Robert Byrne
Robert Byrne, City Clerk

RESOLUTION FACT SHEET - CONTRACT AWARD

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

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING THE RENEWAL OF A CONTRACT WITH DELL MARKETING LP FOR EMAIL ARCHIVING AND DISASTER RECOVERY SERVICES UNDER STATE CONTRACT FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF INFORMATION TECHNOLOGY

Project Manager

Department/Division	Administration	Information Technology
Name/Title	Robert Magro	DP Coordinator
Phone/email	201-547-4274	bobm@cnj.org

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

Contract Purpose

Contract for email archiving and email disaster recovery services. In order to fulfill State mandates that City email must be archived, the City has contracted with Dell to preserve email in an electronic archive. This archive can be accessed to answer OPRA requests as well as to provide information in the event of legal actions involving the City. Dell also provides "Cloud" email services in the event the City email system is unavailable during a disaster.

Cost (Identify all sources and amounts)

Operating budget, \$58,276.44

Contract term (include all proposed renewals)

One year

Type of award

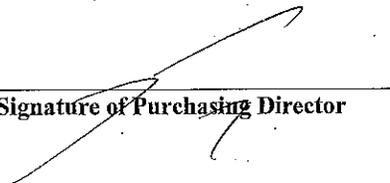
If "Other Exception", enter type

Additional Information

I certify that all the facts presented herein are accurate.


Signature of Department Director

3-23-15
Date


Signature of Purchasing Director

3/25/15
Date



QUOTATION

QUOTE #: 701935291

Customer #: 69796111

Contract #: 70137

Customer Agreement #: Dell Std Terms

Quote Date: 2/18/15

Date: 2/19/15 3:49:49 AM

Customer Name: CITY OF JERSEY CITY

TOTAL QUOTE AMOUNT:	\$58,276.44		
Product Subtotal:	\$58,276.44		
Tax:	\$0.00		
Shipping & Handling:	\$0.00		
Shipping Method:	3rd Day	Total Number of System Groups:	0

SOFTWARE & ACCESSORIES			
Product	Quantity	Unit Price	Total
Dell EMS Services: EMS Archive With Storage for 1 mailbox with Annual Billing for 1 year, Tier 3 (972-4224)	824	\$31.42	\$25,890.08
Dell EMS Services: EMS Archive Continuity Add-On for 1 mailbox with Annual Billing for 1 year, Tier 3 (972-4161)	824	\$20.57	\$16,949.68
Dell Modular Services: Base Wireless Continuity for 1 Year (992-8988)	1	\$600.00	\$600.00
Dell Modular Services: Wireless Continuity for 1 Mailbox for 1 Year.(992-9008)	17	\$9.00	\$153.00
Dell EMS Services: Email Security for 1 Mailbox for 1 Year,Tier 4 (971-0056)	824	\$17.82	\$14,683.68
Number of S & A Items: 5			S&A Total Amount:
			\$58,276.44

SALES REP:	Bret Spencer	PHONE:	512-723-8980
Email Address:	bret_spencer@dell.com	Phone Ext:	7238980

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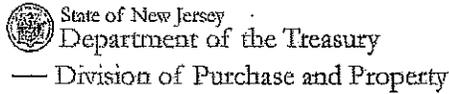
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TERM CONTRACT SEARCH BY TNUMBER

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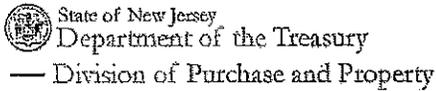
T-Number	Title	Vendor	Contract #
M0003 11-r -21493	SOFTWARE LICENSE & RELATED SER	DELL MARKETING LP	77003
M0483 08-r -39975	WSCA COMPUTER CONTRACT	DELL MARKETING LP	70256

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**Notice of Award
Term Contract(s)**

**M-0483
WSCA COMPUTER CONTRACT**

Vendor Information
Authorized Dealers
By Vendor
Email to VICENTE AZARCON

Downloadable NOA Documents
 (Please utilize scroll bar on right side of box if necessary to view all documents)

[Download All Documents](#)

- [Notice of Award \(NOA\) Text Adobe PDF \(56 kb\)](#)
- [State Contract Manager Adobe PDF \(8 kb\)](#)
- [Method of Operation Adobe PDF \(25 kb\)](#)
- [Price Lists Link](#)
- [Amendment #1 - Line Item Addition - \(Maintenance Adobe PDF \(41 kb\)](#)
- [Amendment #2 - Contract Change Adobe PDF \(41 kb\)](#)
- [Amendment #3 - Agency Information Change Adobe PDF \(9 kb\)](#)
- [Amendment #4 - Vendor Information Change Adobe PDF \(18 kb\)](#)
- [Amendment #5 - Line Item Addition Adobe PDF \(18 kb\)](#)
- [Amendment #6 - Contract Cancellation Adobe PDF \(18 kb\)](#)
- [Amendment #7 - Additional Distributors Adobe PDF \(18 kb\)](#)

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NOAs By Number

NOAs By Title

Search NOAs

Index #:	M-0483
Contract #:	VARIOUS
Contract Period:	FROM: 10/17/07 TO: 03/31/15
Applicable To:	ALL STATE AGENCIES

Vendor Name & Address:	DELL MARKETING LP ACH ELECTRONIC PAYMENT ONE DELL WAY ROUND ROCK, TX 78682
Contact Person:	JILL HENDERSON
Contact Phone:	512-725-0542
Order Fax:	512-283-0542
Contract#:	70256
Expiration Date:	03/31/15
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:	EMC CORPORATION 171 SOUTH STREET HOPKINTON, MA 01748-2208
Contact Person:	KRISTINE FRENCH
Contact Phone:	916-797-7044
Order Fax:	888-580-6069
Contract#:	75580
Expiration Date:	03/31/15
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:	FUJITSU AMERICA INC 1250 E ARQUES AVE SUNNYVALE, CA 94085-4701
Contact Person:	BOB PETRIK
Contact Phone:	631-467-6583
Order Fax:	408-764-2720
Contract#:	75579
Expiration Date:	03/31/15
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:	HEW LETT PACKARD COMPANY GOVERNMENT/EDUCATION SALES 442 SW AN BLVD DEERFIELD, IL 60015

		EST QUANTITY	UNIT	% DISCOUNT	
00014	COMM CODE: 208-65-072706 [COMPUTER SOFTWARE FOR MICROCOMPUTERS,...] ITEM DESCRIPTION: POINT-OF-SALE HARDWARE	1.000	EACH	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00015	COMM CODE: 209-66-072707 [COMPUTER SOFTWARE FOR MINI AND ...] ITEM DESCRIPTION: POINT-OF-SALE SOFTWARE	1.000	EACH	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00016	COMM CODE: 920-31-072779 [DATA PROCESSING, COMPUTER, PROGRAMMING, ...] ITEM DESCRIPTION: SERVICES AND TRAINING	1.000	EACH	NET	N/A
Vendor: DELL MARKETING LP ACH ELECTRONIC PAYMENT		Contract Number: 70256			
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00001	COMM CODE: 204-53-072691 [COMPUTER HARDWARE AND PERIPHERALS FOR...] ITEM DESCRIPTION: DESKTOP COMPUTERS AND DESKTOP COMPUTER BUNDLES	1.000	EACH	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00002	COMM CODE: 204-54-072692 [COMPUTER HARDWARE AND PERIPHERALS FOR...] ITEM DESCRIPTION: LAPTOP COMPUTERS, INCLUDING NOTEBOOKS, TABLETS AND CONVERTIBLE TABLETS AND BUNDLES	1.000	EACH	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00003	COMM CODE: 204-76-072693 [COMPUTER HARDWARE AND PERIPHERALS FOR...] ITEM DESCRIPTION: PRINTERS	1.000	EACH	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00004	COMM CODE: 204-68-072694 [COMPUTER HARDWARE AND PERIPHERALS FOR...] ITEM DESCRIPTION: PERIPHERALS	1.000	EACH	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND		UNIT		UNIT PRICE

		EST QUANTITY		% DISCOUNT	
00005	COMM CODE: 208-80-072695 [COMPUTER SOFTWARE FOR MICROCOMPUTERS,...] ITEM DESCRIPTION: DESKTOP COMPUTER SOFTWARE	1.000	EACH	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00006	COMM CODE: 209-83-072696 [COMPUTER SOFTWARE FOR MINIAND...] ITEM DESCRIPTION: SERVER SOFTWARE	1.000	EACH	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00007	COMM CODE: 204-91-072697 [COMPUTER HARDWARE AND PERIPHERALS FOR...] ITEM DESCRIPTION: SERVERS AND SERVER BUNDLES	1.000	EACH	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00008	COMM CODE: 206-89-072698 [COMPUTER HARDWARE AND PERIPHERALS FOR...] ITEM DESCRIPTION: STORAGE SOLUTIONS	1.000	EACH	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00010	COMM CODE: 204-64-072701 [COMPUTER HARDWARE AND PERIPHERALS FOR...] ITEM DESCRIPTION: COMPUTER PARTS (HARD DRIVES, PATCH PATCH CABLES, MEMORY ETC.)	1.000	EACH	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00011	COMM CODE: 207-72-072702 [COMPUTER ACCESSORIES AND SUPPLIES] ITEM DESCRIPTION: SUPPLIES AND CONSUMABLES FOR COMPUTERS AND PRINTERS	1.000	EACH	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00012	COMM CODE: 204-88-072704 [COMPUTER HARDWARE AND PERIPHERALS FOR...] ITEM DESCRIPTION: SCANNERS	1.000	EACH	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00013	COMM CODE: 600-72-072705 [OFFICE MACHINES,	1.000	EACH	NET	N/A

	EQUIPMENT, AND ...]				
	ITEM DESCRIPTION: MULTI-FUNCTION MACHINES				
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00014	COMM CODE: 208-65-072706 [COMPUTER SOFTWARE FOR MICROCOMPUTERS, ...] ITEM DESCRIPTION: POINT-OF-SALE HARDWARE	1.000	EACH	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00015	COMM CODE: 209-66-072707 [COMPUTER SOFTWARE FOR MINI AND ...] ITEM DESCRIPTION: POINT-OF-SALE SOFTWARE	1.000	EACH	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00016	COMM CODE: 920-31-072779 [DATA PROCESSING, COMPUTER, PROGRAMMING, ...] ITEM DESCRIPTION: SERVICES AND TRAINING	1.000	EACH	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00017	COMM CODE: 920-37-074527 [DATA PROCESSING, COMPUTER, PROGRAMMING, ...] ITEM DESCRIPTION: MAINTENANCE OF HARDWARE	1.000	EACH	NET	N/A
Vendor: EMC CORPORATION		Contract Number: 75580			
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00004	COMM CODE: 204-68-072694 [COMPUTER HARDWARE AND PERIPHERALS FOR ...] ITEM DESCRIPTION: PERIPHERALS DELIVERY: 30 DAYS ARO	1.000	EACH	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00005	COMM CODE: 208-80-072695 [COMPUTER SOFTWARE FOR MICROCOMPUTERS, ...] ITEM DESCRIPTION: SOFTWARE DELIVERY: 30 DAYS ARO	1.000	EACH	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00006	COMM CODE: 209-83-072696 [COMPUTER SOFTWARE FOR MINI AND ...] ITEM DESCRIPTION: SERVER SOFTWARE DELIVERY: 30 DAYS ARO	1.000	EACH	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND		UNIT		UNIT PRICE



STATE OF NEW JERSEY
 PROCUREMENT BUREAU
 33 WEST STATE ST 9TH FL TRENTON, NJ 08625-0230
 MULTI-STATE CONTRACT

WCSA COMPUTER CONTRACT

NUMBER : A70256
 DATE : 12/29/14
 BUYER : VICENTE AZARCON
 PHONE : (609) 292-0250
 EFFECTIVE DATE : 10/17/07
 EXPIRATION DATE : 03/31/15
 T-NUMBER : M0483
 CONTRACTOR : DELL MARKETING LP

PAGE: 1

DELL MARKETING LP
 ACH ELECTRONIC PAYMENT
 ONE DELL WAY
 ROUND ROCK

TX 78682

VENDOR NO. : 742485040 08
 VENDOR PHONE : (800)981-3355
 FEIN/SSN : 742616805
 REQ AGENCY : 822050
 PROCUREMENT BUREAU

AGENCY REQ NO. :
 PURCH REQ NO. : 08
 FISCAL YEAR :
 COMMODITY CODE :
 SOLICITATION # :
 BID OPEN DATE : 00/00/00

TERM CONTRACT FROM: 10/17/07 TO: 03/31/15 ESTIMATED AMOUNT: \$410,000,000.00

1. ORDERING PERIOD: CONTRACT BEGINNING ORDERING PERIOD IS:10/17/07
 CONTRACT ENDING ORDERING PERIOD DATE IS:03/31/15
2. F.O.B. POINT: DESTINATION
3. DELIVERY DELIVERY WILL BE MADE WITHIN 30 DAYS ARO UNLESS
 SPECIFIED DIFFERENTLY ON EACH LINE OR UNLESS AN ALTERNATE
 DELIVERY SCHEDULE IS INDICATED. AN ALTERNATE DELIVERY
 SCHEDULE IS ENCLOSED HEREIN:NO
4. CASH DISCOUNT TERMS: CASH DISCOUNT TERMS ARE 00.00% DAYS.
5. PERFORMANCE BOND: PERFORMANCE BOND REQUIRED:NO ; DATE REQUIRED 00/00/00
 AMOUNT \$0 ; PERCENT OF CONTRACT 0.00%
6. RETAINAGE: RETAINAGE PERCENT IS 0.00%
7. COOPERATIVE PROC: THIS CONTRACT IS AVAILABLE FOR POLITICAL SUBDIVISION USE UNDER
 THE COOPERATIVE PROCUREMENT PROGRAMYES
8. BID REFERENCE NO: YOUR BID REFERENCE NUMBER IS:
9. AWARDED LINES: YOU WERE AWARDED 0 LINES FROM THE SOLICITATION NUMBER
 THESE LINES ARE INCLUDED AS A PART OF THIS CONTRACT.
 YOU WERE AWARDED 16 LINES FROM CO-OP REFERENCE # A63307

ALL TERMS AND CONDITIONS AS A PART OF SOLICITATION NUMBER INCLUDING ANY ADDENDA
 THERETO AND ALSO INCLUDING THE BIDDER'S PROPOSAL AS ACCEPTED BY THE STATE ARE
 INCLUDED HEREIN BY REFERENCE AND MADE PART HEREOF EXCEPT AS SPECIFIED HEREIN

THIS IS NOTICE OF ACCEPTANCE BY THE DIRECTOR OF THE DIVISION OF PURCHASE AND
 PROPERTY ACTING FOR AND ON BEHALF OF THE STATE OF NEW JERSEY, OF THE OFFER
 REFERENCED ABOVE BY YOUR FIRM WHOSE NAME AND ADDRESS APPEAR ABOVE.

BUYER

DATE

FOR DIRECTOR
 DIVISION OF PURCHASE AND PROPERTY

DATE

USING AGENCIES CANNOT PROCESS INVOICES FOR PAYMENT OF DELIVERED
 GOODS AND/OR SERVICES UNTIL THE PROPERLY EXECUTED BOND HAS BEEN
 RECEIVED AND ACCEPTED BY THE PURCHASE BUREAU.

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PRICE SHEET		MULTI-STATE CONTRACT			
PROCUREMENT BUREAU PURCHASE BUREAU STATE OF NEW JERSEY 33 WEST STATE ST 9TH FL PO BOX 230 TRENTON NJ 08625-0230		NUMBER : A70266 T-NUMBER : M0483 CONTRACTOR: DELL MARKETING LP			PAGE 2
LINE NO.	COMMODITY/SERVICE DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE OR PERCENT DISCOUNTS	EXTENDED AMT IF APPLICABLE
	UNLESS SPECIFIED OTHERWISE BELOW: SHIP TO: R1 STATE-WIDE ONLY				
00001	COMMODITY CODE: 204-53-072694 [COMPUTER HARDWARE AND PERIPHERALS FOR...] ITEM DESCRIPTION: DESKTOP COMPUTERS AND DESKTOP COMPUTER BUNDLES	1	EACH	NET	
00002	COMMODITY CODE: 204-54-072692 [COMPUTER HARDWARE AND PERIPHERALS FOR...] ITEM DESCRIPTION: LAPTOP COMPUTERS, INCLUDING NOTEBOOKS, TABLETS AND CONVERTIBLE TABLETS AND BUNDLES	1	EACH	NET	
00003	COMMODITY CODE: 204-76-072693 [COMPUTER HARDWARE AND PERIPHERALS FOR...] ITEM DESCRIPTION: PRINTERS	1	EACH	NET	
00004	COMMODITY CODE: 204-68-072694 [COMPUTER HARDWARE AND PERIPHERALS FOR...] ITEM DESCRIPTION: PERIPHERALS	1	EACH	NET	
00005	COMMODITY CODE: 208-80-072695 [COMPUTER SOFTWARE FOR MICROCOMPUTERS...] ITEM DESCRIPTION: DESKTOP COMPUTER SOFTWARE	1	EACH	NET	
00006	COMMODITY CODE: 209-83-072696 [COMPUTER SOFTWARE FOR MINI AND...] ITEM DESCRIPTION: SERVER SOFTWARE	1	EACH	NET	
00007	COMMODITY CODE: 204-91-072697 [COMPUTER HARDWARE AND PERIPHERALS FOR...] ITEM DESCRIPTION: SERVERS AND SERVER BUNDLES	1	EACH	NET	
00008	COMMODITY CODE: 206-89-072698 [COMPUTER HARDWARE AND PERIPHERALS FOR...] ITEM DESCRIPTION: STORAGE SOLUTIONS	1	EACH	NET	
00010	COMMODITY CODE: 204-64-072701 [COMPUTER HARDWARE AND PERIPHERALS FOR...] ITEM DESCRIPTION: COMPUTER PARTS (HARD DRIVES, PATCH CABLES, MEMORY ETC.)	1	EACH	NET	
00011	COMMODITY CODE: 207-72-072702 [COMPUTER ACCESSORIES AND SUPPLIES] ITEM DESCRIPTION: SUPPLIES AND CONSUMABLES FOR COMPUTERS AND PRINTERS	1	EACH	NET	
00012	COMMODITY CODE: 204-88-072704 [COMPUTER HARDWARE AND PERIPHERALS FOR...] ITEM DESCRIPTION: SCANNERS	1	EACH	NET	

PRICE SHEET

MULTI-STATE CONTRACT

PROCUREMENT BUREAU
 PURCHASE BUREAU
 STATE OF NEW JERSEY
 33 WEST STATE ST 9TH FL
 PO BOX 230
 TRENTON

NJ 08625-0230

NUMBER : A70256
 T-NUMBER : M0483

CONTRACTOR: DELL MARKETING LP

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 3

LINE NO.	COMMODITY/SERVICE DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE OR PERCENT DISCOUNTS	EXTENDED AMT IF APPLICABLE
00013	COMMODITY CODE: 600-72-072705 [OFFICE MACHINES, EQUIPMENT, AND...] ITEM DESCRIPTION: MULTI-FUNCTION MACHINES	1	EACH	NET	
00014	COMMODITY CODE: 208-65-072706 [COMPUTER SOFTWARE FOR MICROCOMPUTERS,...] ITEM DESCRIPTION: POINT-OF-SALE HARDWARE	1	EACH	NET	
00015	COMMODITY CODE: 209-66-072707 [COMPUTER SOFTWARE FOR MINI AND...] ITEM DESCRIPTION: POINT-OF-SALE SOFTWARE	1	EACH	NET	
00016	COMMODITY CODE: 920-31-072778 [DATA PROCESSING, COMPUTER, PROGRAMMING, ...] ITEM DESCRIPTION: SERVICES AND TRAINING	1	EACH	NET	
00017	COMMODITY CODE: 920-37-074527 [DATA PROCESSING, COMPUTER, PROGRAMMING, ...] ITEM DESCRIPTION: MAINTENANCE OF HARDWARE	1	EACH	NET	



STATE OF NEW JERSEY

PROCUREMENT BUREAU
33 WEST STATE ST 9TH FL TRENTON, NJ 08625-0230
MULTI-STATE CONTRACT

WSCA COMPUTER CONTRACT

NUMBER : A70256
DATE : 09/11/14
BUYER : VICENTE AZARCON
PHONE : (609) 292-0250
EFFECTIVE DATE : 10/17/07
EXPIRATION DATE : 12/31/14
T-NUMBER : M0483
CONTRACTOR : DELL MARKETING LP

PAGE: 1

DELL MARKETING LP
ACH ELECTRONIC PAYMENT
ONE DELL WAY
ROUND ROCK TX 78682

VENDOR NO. : 742485040 08
VENDOR PHONE : (800)981-3355
FEIN/SSN : 742616805
REQ AGENCY : 822050
PROCUREMENT BUREAU
AGENCY REQ NO. :
PURCH REQ NO. : 08
FISCAL YEAR : 08
COMMODITY CODE :
SOLICITATION # :
BID OPEN DATE : 00/00/00

TERM CONTRACT FROM: 10/17/07 TO: 12/31/14 ESTIMATED AMOUNT: \$ 35,500,000.00

- 1. ORDERING PERIOD: CONTRACT BEGINNING ORDERING PERIOD IS:10/17/07
CONTRACT ENDING ORDERING PERIOD DATE IS:12/31/14
2. F.O.B. POINT: DESTINATION
3. DELIVERY DELIVERY WILL BE MADE WITHIN030 DAYS ARO UNLESS
SPECIFIED DIFFERENTLY ON EACH LINE OR UNLESS AN ALTERNATE
DELIVERY SCHEDULE IS INDICATED. AN ALTERNATE DELIVERY
SCHEDULE IS ENCLOSED HEREIN:NO
4. CASH DISCOUNT TERMS: CASH DISCOUNT TERMS ARE00.00% DAYS.
5. PERFORMANCE BOND: PERFORMANCE BOND REQUIRED:NO ; DATE REQUIRED00/00/00
AMOUNT \$0 ; PERCENT OF CONTRACT 0.00%
6. RETAINAGE: RETAINAGE PERCENT IS 0.00%
7. COOPERATIVE PROC: THIS CONTRACT IS AVAILABLE FOR POLITICAL SUBDIVISION USE UNDER
THE COOPERATIVE PROCUREMENT PROGRAMYES
8. BID REFERENCE NO: YOUR BID REFERENCE NUMBER IS:
9. AWARDED LINES: YOU WERE AWARDED 0 LINES FROM THE SOLICITATION NUMBER
THESE LINES ARE INCLUDED AS A PART OF THIS CONTRACT.
YOU WERE AWARDED 16 LINES FROM CO-OP REFERENCE # A63307

ALL TERMS AND CONDITIONS AS A PART OF SOLICITATION NUMBER INCLUDING ANY ADDENDA
THERETO AND ALSO INCLUDING THE BIDDER'S PROPOSAL AS ACCEPTED BY THE STATE ARE
INCLUDED HEREIN BY REFERENCE AND MADE PART HEREOF EXCEPT AS SPECIFIED HEREIN

THIS IS NOTICE OF ACCEPTANCE BY THE DIRECTOR OF THE DIVISION OF PURCHASE AND
PROPERTY ACTING FOR AND ON BEHALF OF THE STATE OF NEW JERSEY, OF THE OFFER
REFERENCED ABOVE BY YOUR FIRM WHOSE NAME AND ADDRESS APPEAR ABOVE.

Signature of Vicente Azarcon
BUYER DATE 9/12/14

Signature of Director
FOR DIRECTOR DATE 9/12/2014
DIVISION OF PURCHASE AND PROPERTY

USING AGENCIES CANNOT PROCESS INVOICES FOR PAYMENT OF DELIVERED
GOODS AND/OR SERVICES UNTIL THE PROPERLY EXECUTED BOND HAS BEEN
RECEIVED AND ACCEPTED BY THE PURCHASE BUREAU.

VENDOR COPY

PRICE SHEET		MULTI-STATE CONTRACT			
PROCUREMENT BUREAU PURCHASE BUREAU STATE OF NEW JERSEY 33 WEST STATE ST 9TH FL PO BOX 230 TRENTON NJ 08625-0230		NUMBER : A70256 T-NUMBER : M0483 CONTRACTOR: DELL MARKETING LP			PAGE 2
LINE NO.	COMMODITY/SERVICE DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE OR PERCENT DISCOUNTS	EXTENDED AMT IF APPLICABLE
	UNLESS SPECIFIED OTHERWISE BELOW: SHIP TO: R1 STATE-WIDE ONLY				
00001	COMMODITY CODE: 204-53-072691 [COMPUTER HARDWARE AND PERIPHERALS FOR...] ITEM DESCRIPTION: DESKTOP COMPUTERS AND DESKTOP COMPUTER BUNDLES	1	EACH	NET	
00002	COMMODITY CODE: 204-54-072692 [COMPUTER HARDWARE AND PERIPHERALS FOR...] ITEM DESCRIPTION: LAPTOP COMPUTERS, INCLUDING NOTEBOOKS, TABLETS AND CONVERTIBLE TABLETS AND BUNDLES	1	EACH	NET	
00003	COMMODITY CODE: 204-76-072693 [COMPUTER HARDWARE AND PERIPHERALS FOR...] ITEM DESCRIPTION: PRINTERS	1	EACH	NET	
00004	COMMODITY CODE: 204-68-072694 [COMPUTER HARDWARE AND PERIPHERALS FOR...] ITEM DESCRIPTION: PERIPHERALS	1	EACH	NET	
00005	COMMODITY CODE: 208-80-072695 [COMPUTER SOFTWARE FOR MICROCOMPUTERS,...] ITEM DESCRIPTION: DESKTOP COMPUTER SOFTWARE	1	EACH	NET	
00006	COMMODITY CODE: 209-83-072696 [COMPUTER SOFTWARE FOR MINI AND...] ITEM DESCRIPTION: SERVER SOFTWARE	1	EACH	NET	
00007	COMMODITY CODE: 204-91-072697 [COMPUTER HARDWARE AND PERIPHERALS FOR...] ITEM DESCRIPTION: SERVERS AND SERVER BUNDLES	1	EACH	NET	
00008	COMMODITY CODE: 206-89-072698 [COMPUTER HARDWARE AND PERIPHERALS FOR...] ITEM DESCRIPTION: STORAGE SOLUTIONS	1	EACH	NET	
00010	COMMODITY CODE: 204-64-072701 [COMPUTER HARDWARE AND PERIPHERALS FOR...] ITEM DESCRIPTION: COMPUTER PARTS (HARD DRIVES, PATCH CABLES, MEMORY ETC.)	1	EACH	NET	
00011	COMMODITY CODE: 207-72-072702 [COMPUTER ACCESSORIES AND SUPPLIES] ITEM DESCRIPTION: SUPPLIES AND CONSUMABLES FOR COMPUTERS AND PRINTERS	1	EACH	NET	
00012	COMMODITY CODE: 204-88-072704 [COMPUTER HARDWARE AND PERIPHERALS FOR...] ITEM DESCRIPTION: SCANNERS	1	EACH	NET	

PRICE SHEET

MULTI-STATE CONTRACT

PROCUREMENT BUREAU
 PURCHASE BUREAU
 STATE OF NEW JERSEY
 33 WEST STATE ST 9TH FL
 PO BOX 230
 TRENTON

NJ 08625-0230

NUMBER : A70256
 T-NUMBER : M0483

CONTRACTOR: DELL MARKETING LP

PAGE

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LINE NO.	COMMODITY/SERVICE DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE OR PERCENT DISCOUNTS	EXTENDED AMT IF APPLICABLE
00013	COMMODITY CODE: 600-72-072705 [OFFICE MACHINES, EQUIPMENT, AND...] ITEM DESCRIPTION: MULTI-FUNCTION MACHINES	1	EACH	NET	
00014	COMMODITY CODE: 208-65-072706 [COMPUTER SOFTWARE FOR MICROCOMPUTERS,...] ITEM DESCRIPTION: POINT-OF-SALE HARDWARE	1	EACH	NET	
00015	COMMODITY CODE: 208-66-072707 [COMPUTER SOFTWARE FOR MINI AND...] ITEM DESCRIPTION: POINT-OF-SALE SOFTWARE	1	EACH	NET	
00016	COMMODITY CODE: 920-31-072779 [DATA PROCESSING, COMPUTER, PROGRAMMING, ...] ITEM DESCRIPTION: SERVICES AND TRAINING	1	EACH	NET	
00017	COMMODITY CODE: 920-37-074527 [DATA PROCESSING, COMPUTER, PROGRAMMING, ...] ITEM DESCRIPTION: MAINTENANCE OF HARDWARE	1	EACH	NET	



State of New Jersey

DEPARTMENT OF THE TREASURY
DIVISION OF PURCHASE AND PROPERTY
PURCHASE BUREAU
PO BOX 230
TRENTON, NJ 08625-0230

CHRIS CHRISTIE
Governor
KIM GUADAGNO
Lt. Governor

ANDREW P. SIDAMON-ERISTOFF
State Treasurer
JIGNASA DESAI-MCCLEARY
Director

Participating Addendum # 70256

**WSCA/NASPO PC CONTRACTS 2009-2014
Dell Contract Code WN99ABZ**

Amendment #02

Pursuant to Section #7 (Subcontractors) of Participating Addendum #70256 by and between the State of New Jersey, Department of Treasury, Division of Purchase and Property and Dell Marketing L.P. effective February 25, 2013 the parties hereto agree to modify the Participating Addendum #70256 as follows:

1. Unless otherwise expressly defined herein, all capitalized terms used in this Amendment shall have the meanings ascribed to them in the Master Price Agreement and Participating Addendum.
2. Section 3.b (3) is here by revised to allow orders to be placed with, and payments to be made to, WSCA Contract Resellers.

Section #7 ("Servicing Subcontractors") of the Participating Addendum is hereby deleted and replaced with the following:

The parties authorize and further define Servicing Subcontractors as follows:

- a. WSCA Contract Resellers: "WSCA Contract Resellers" are business partners authorized by Dell to directly accept purchase orders and payments for Products and Services from Purchasing Entities. A list of WSCA Contract Resellers may be found on the State of New Jersey State Store page at <http://content.dell.com/us/en/sl.gov/d/sl/newjersey.aspx> (or future pages at www.dell.com, as designated by Dell).
- b. WSCA Agents: "WSCA Agents" are business partners authorized by Dell to market Dell's Products and Services, as identified on Dell's Products & Services Schedule ("PSS"), and to refer Purchasing Entities to place orders for Products and Services with Dell. A list of WSCA Agents may be found on the above New Jersey State Store page. WSCA Agents will not accept purchase orders or payments from Purchasing Entities for Products and Services.

- c. Dell Service Providers: Dell may engage third party service providers to perform various services and Dell has several authorized Dell Service Providers ("DSPs"). DSPs will not accept purchase orders or payments from Purchasing Entities for Products and Services.

This Amendment shall be effective upon signature by the Participating State. Except as expressly amended by this Amendment, the Participating Addendum shall continue in full force and effect. To the extent that the provisions of the Participating Addendum and this Amendment directly conflict, the provisions of this Amendment shall control.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the dates below.

DELL MARKETING, L. P.

Signature: D. Wigington

Name: Diane Wigington

Title: Public Contracts Manager

Date: 04/02/2013

STATE OF NEW JERSEY

Signature: [Signature] 4/14/13

Name: KEVIN MORRE

Title: ASST. DIRECTOR

Date: 4/14/13

PARTICIPATING ADDENDUM

AMENDMENT 1

[hereinafter "Addendum"]

For

WSCA/NASPO PC Contracts 2009-2014

COMPUTER EQUIPMENT, PERIPHERALS, AND RELATED SERVICES

MASTER PRICE AGREEMENT NUMBER B27160

Between

Dell Marketing L.P.

[hereinafter "Contractor"]

and

State of New Jersey

[hereinafter "Participating State"]

(Participating State/Entity Number 70256)

Dell Contract Code: WN88ABZ

Page 1 of 3

THIS AMENDMENT is by and between the State of New Jersey (Participating Entity), and Dell Marketing L. P. (Contractor).

WHEREAS, the Lead State has a Contract with the Contractor identified as No. B27160, effective September 1, 2009, through August 31, 2012, to provide direct-from-manufacturer personal computer equipment and related devices, software and services; and

WHEREAS, the terms of the Contract specifically state that the contract may be amended per agreement by both parties.

NOW, THEREFORE, it is agreed by the parties to amend the Contract as follows:

1. **Primary Contacts:** The primary government contact individuals for this Amendment are as follows (or their named successors):

Lead State

Name: Susan Kahle
Address: 50 Sherburne Ave., 112 Admin Bldg, St. Paul, MN 55155
Telephone: (651) 201-2434
Fax: (651) 297-3996
E-mail: Susan.Kahle@state.mn.us

Contractor Program Manager

Name: Stephanie Miller
Contractor: Dell Marketing L. P.
Address: One Dell Way, Mail Stop 8707, Round Rock, TX 78682
Telephone: (512) 723-4355
Fax: (512) 283-9092
E-mail: Stephanie.G.Miller@Dell.com

PARTICIPATING ADDENDUM

AMENDMENT 1

[hereinafter "Addendum"]

For

WSCA/NASPO PC Contracts 2009-2014

COMPUTER EQUIPMENT, PERIPHERALS, AND RELATED SERVICES

MASTER PRICE AGREEMENT NUMBER B27160

Between

Dell Marketing L.P.

[hereinafter "Contractor"]

and

State of New Jersey

[hereinafter "Participating State"]

(Participating State/Entry Number 70256)

Dell Contract Code: WN88ABZ

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Contractor Contract Manager

Name: Jill Henderson
Contractor: Dell Marketing L.P.
Address: One Dell Way, Mail Stop 8707, Round Rock, TX 78682
Telephone: (512) 725-0542
Fax: (512) 283-9092
E-mail: Jill_Henderson@dell.com

Participating State

Name: Marianne Bixler
Address: 33 West State Street, 8th Floor
Trenton, NJ 08625-0230
Telephone: 609-292-2194
Fax: 609-292-5170
E-mail: Marianne.Bixler@treas.state.nj.us

Changes: The Master Agreement stipulated the changes listed below.

- a. Contract is extended through August 31, 2014.
- b. The configuration limit of servers and storage may be increased up to \$500,000. The Participating entity limits for server and storage is: \$500,000.
- c. The Premium Saving Package - The participating entity chooses to participate in the Premium Savings Package at this time via this participating addendum.
- d. Data Security - will be amended through a separate Addendum, if necessary.

Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this

PARTICIPATING ADDENDUM

AMENDMENT 1

[hereinafter "Addendum"]

For

WSCA/NASPO PC Contracts 2009-2014

COMPUTER EQUIPMENT, PERIPHERALS, AND RELATED SERVICES

MASTER PRICE AGREEMENT NUMBER B27160

Between

Dell Marketing L.P.

[hereinafter "Contractor"]

and

State of New Jersey

[hereinafter "Participating State"]

(Participating State/Entity Number 70256)

Dell Contract Code: WN88ABZ

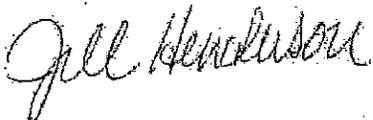
Page 3 of 3

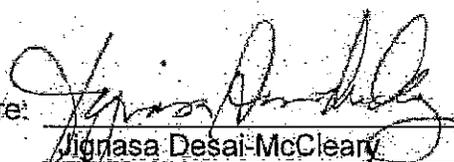
Addendum and the Price Agreement, together with its exhibits, shall not be added to or incorporated into this Addendum or the Price Agreement and its exhibits, by any subsequent purchase order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Addendum and the Price Agreement and its exhibits shall prevail and govern in the case of any such inconsistent or additional terms. This Addendum applies only in the jurisdiction of the Participating State or Participating Entity which has executed this Addendum.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of execution by Contractor below.

DELL MARKETING L.P.

STATE OF NEW JERSEY

Signature: 
Name: Jill Henderson
Title: Contracts Manager
Date: September 11, 2012

Signature: 
Name: Signasa Desai-McCleary
Title: Director
Date: _____

PARTICIPATING ADDENDUM

[hereinafter "Addendum"]

For

WSCA/NASPO PC Contracts 2009-2014**COMPUTER EQUIPMENT, PERIPHERALS, AND RELATED SERVICES****MASTER PRICE AGREEMENT NUMBER B27160**

Between

Dell Marketing L.P.

[hereinafter "Contractor"]

and

State of New Jersey

[hereinafter "Participating State" or "Participating Entity" (if not a state)]

(Participating State Contract Number ~~A75026~~)70256 also Page 1 of 15
LFC**1. Scope**

This Addendum covers the WSCA/NASPO PC Contracts 2009-2014 (Computer Equipment, Peripherals and Related Services) led by the State of Minnesota for use by state agencies and other entities located in the Participating State authorized by that state's statutes to utilize state contracts.

2. Participation

Use of specific WSCA/NASPO cooperative contract by state agencies, political subdivisions and other entities (including cooperatives) authorized by an individual state's statutes to use state contracts are subject to the approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.

3. Changes

- a. Contractor shall provide to the State and its Cooperative Purchasing Partners the services and products set forth in the Master Price Agreement for Computer Equipment, Software, Peripherals and Related Services, including maintenance support and services, ("Master Price Agreement") at the pricing, terms and conditions therein set forth under the WSCA/NASPO PC Contracts 2009-2014 and the terms and conditions specifically set forth in this Participating Addendum.
- b. Compensation and Ordering
 - (1) Pricing shall be at the terms set forth in the Master Price Agreement under the WSCA/NASPO PC Contracts 2009-2014.
 - (2) Payment under this addendum shall be made pursuant to the WSCA/NASPO PC Contracts 2009-2014 except that interest on

PARTICIPATING ADDENDUM

[hereinafter "Addendum"]

For

WSCA/NASPO PC Contracts 2009-2014**COMPUTER EQUIPMENT, PERIPHERALS, AND RELATED SERVICES****MASTER PRICE AGREEMENT NUMBER B27160**

Between

Dell Marketing L.P.

[hereinafter "Contractor"]

and

State of New Jersey

[hereinafter "Participating State" or "Participating Entity" (if not a state)]

(Participating State Contract Number ~~A-75026~~) *ALM*

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late payments and any penalties for late payments shall be governed by the provisions of the New Jersey Prompt Payment Act, N.J.S.A. 52:32-32 et seq.

- (3) All orders and payment will be issued directly to the Contractor.
 - (4) The Master Price Agreement Number MUST be shown on all Purchase Orders issued against this Participating Addendum.
- c. This Participating Addendum and any and all litigation arising therefrom or related thereto shall be brought in State court in the State of New Jersey and governed by the applicable laws, regulations and rules of evidence of the State of New Jersey without reference to conflict of laws principles.
 - d. All publicity and/or public announcements pertaining to this Participating Addendum shall be approved by the State prior to release.
 - e. To the extent any of the services and products to be supplied under the terms of this Addendum are provided by any third party other than Contractor or an affiliate under a subcontract or other arrangement with the Contractor, such services, which include, by way of example but not limitation, delivery, installation, repair, maintenance and other services, shall be provided, if feasible, by companies whose home office is located with the State of New Jersey. The Contractor further agrees to make a good faith effort to meet New Jersey's small business goals as required pursuant N.J.A.C. 17:13-1 et seq. In addition, Contractor recognizes and shall make a good faith effort to advance the State's commitment to increasing the use of minority- and woman-owned businesses for State business. In such event, pricing shall remain as provided under the Master Agreement and Contractor shall remain responsible for the products and services it provides pursuant to this Addendum.

PARTICIPATING ADDENDUM

[hereinafter "Addendum"]

For

WSCA/NASPO PC Contracts 2009-2014**COMPUTER EQUIPMENT, PERIPHERALS, AND RELATED SERVICES****MASTER PRICE AGREEMENT NUMBER B27160**

Between

Dell Marketing L.P.

[hereinafter "Contractor"]

and

State of New Jersey

[hereinafter "Participating State" or "Participating Entity" (if not a state)]

(Participating State Contract Number ~~A75026~~)70256 *dm*
LFC

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- f. Hourly rates quoted for any services must be all-inclusive hourly rates, including by way of example but not limitation, all overhead, profit, incidentals and travel.
- g. The definition of equipment shall only include the products set forth in Paragraph 14 of the Master Price Agreement.
- h. The Participating State contact is synonymous with the State Contract Manager.
- i. Reserved.
- j. The New Jersey Prevailing Wage Act (N.J.S.A. 34:11-56.26 et seq.) is made a part of this Participating Addendum. Contractor guarantees that it has not been suspended or debarred by the Commissioner, New Jersey Department of Labor and Workplace Standards for violation of the provisions of the Prevailing Wage Act and/or the Public Works Contractor Registration Acts; Contractor also guarantees that it will comply with the provisions of the Prevailing Wage and Public Works Contractor Registration Acts, where required.
- k. The New Jersey Public Works Contractor Registration Act requires all contractors, subcontractors and lower tier subcontractors who contract for public work as defined in N.J.S.A. 34:11-56.26 be first registered with the New Jersey Department of Labor and Workforce Development. Questions regarding the registration process should be directed to the Division of Wage and Hour Compliance at (609) 292-9464 or <http://www.nj.gov/labor/lssc/lspubcon.html>.
- l. Contractor must comply with all provisions of the Americans With Disabilities Act (ADA), P.L. 101-336, in accordance with 42 U.S.C. 12101 et seq.

PARTICIPATING ADDENDUM

[hereinafter "Addendum"]

For

WSCA/NASPO PC Contracts 2009-2014**COMPUTER EQUIPMENT, PERIPHERALS, AND RELATED SERVICES****MASTER PRICE AGREEMENT NUMBER B27160**

Between

Dell Marketing L.P.

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[hereinafter "Participating State" or "Participating Entity" (if not a state)]

(Participating State Contract Number ~~A75026~~)70256 als
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- m. The provisions of the Worker and Community Right To Know Act (N.J.S.A. 34:5A-1 et seq.), which require the labeling of all containers of hazardous substances, are applicable to this contract. Therefore, all goods offered for purchase to the State must be labeled by the contractor in compliance with the provisions of the Act.
- n. Contracts for any work, goods or services cannot be issued to any corporation or partnership unless Contractor discloses the names and addresses of all its owners holding 10% or more of the corporation or partnership's stock or interest (N.J.S.A. 52:25-24.2).
- o. Contractor must comply with NJUCC and the latest NEC70, B.O.C.A. Basic Building code, OSHA and all applicable codes for this requirement. Contractor is responsible for securing and paying all necessary permits, where applicable.
- p. Contractor shall secure and maintain in force for the term of the contract liability insurance as provided herein, and provide certificates upon request of the Participating State. The Contractor shall provide the State with current certificates of insurance for all coverages and renewals thereof, adding the State as an Additional Insured and shall contain the provision that the Contractor's insurers shall endeavor to provide thirty days prior written notice of any cancellation to STATE OF NEW JERSEY, Contract # ~~A75026~~ 70256 LFC

The insurance to be provided by the contractor shall be as follows:

- (1) Commercial General Liability Insurance. The minimum limit of liability shall be \$1,000,000 per occurrence as a combined single limit for bodily injury and property damage. The above required Commercial General Liability Insurance policy or its equivalent shall

PARTICIPATING ADDENDUM

[hereinafter "Addendum"]

For

WSCA/NASPO PC Contracts 2009-2014**COMPUTER EQUIPMENT, PERIPHERALS, AND RELATED SERVICES****MASTER PRICE AGREEMENT NUMBER B27160**

Between

Dell Marketing L.P.

[hereinafter "Contractor"]

and

State of New Jersey

[hereinafter "Participating State" or "Participating Entity" (if not a state)]

(Participating State Contract Number ~~A75026~~)70256 CWS
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add the State, its officers, and employees as Additional Insureds. The coverage to be provided under these policies shall be at least as broad as that provided by the standard basic, unamended, and unendorsed Commercial General Liability Insurance occurrence coverage forms or its equivalent currently in use in the State of New Jersey, which shall not be circumscribed by any endorsement limiting the breadth of coverage.

- (2) Automobile liability insurance which shall be written to cover any automobile used by the insured. Limits of liability for bodily injury and property damage shall not be less than \$1 million per occurrence as a combined single limit.
- (3) Worker's Compensation Insurance applicable to the laws of the State of New Jersey and Employers Liability Insurance with limits not less than:

\$1,000,000 BODILY INJURY, EACH OCCURRENCE
\$1,000,000 DISEASE EACH EMPLOYEE
\$1,000,000 DISEASE AGGREGATE LIMIT

- q. The estimated amount of the contract shall not be construed as either the maximum or minimum amount which the State shall be obliged to order as the result of this Participating Addendum.
- r. It is understood and agreed that in addition to State agencies, quasi-State agencies may also participate in this contract. Quasi-State agencies are defined in N.J.S.A. 52:27B-56.1 as any agency, commission, board, authority or other such governmental entity which is established and is allocated to a State department or any bi-state governmental entity of which the State of New Jersey is a member.

PARTICIPATING ADDENDUM

[hereinafter "Addendum"]

For

WSCA/NASPO PC Contracts 2009-2014**COMPUTER EQUIPMENT, PERIPHERALS, AND RELATED SERVICES****MASTER PRICE AGREEMENT NUMBER B27160**

Between

Dell Marketing L.P.

[hereinafter "Contractor"]

and

State of New Jersey

[hereinafter "Participating State" or "Participating Entity" (if not a state)]

(Participating State Contract Number ~~A75026~~)

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also
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s. N.J.S.A. 52:25-16.1 permits counties, municipalities and school districts to participate in the term contract that is the subject of this Participating Addendum.

N.J.S.A. 52:25-16.2 permits volunteer fire departments, volunteer first aid squads and rescue squads to participate in the term contract that is the subject of this Participating Addendum.

N.J.S.A. 52:25-16.5 permits independent institutions of higher education to participate in the term contract that is the subject of this Participating Addendum, provided that each purchase by the independent institution of higher education shall have a minimum cost of \$500.

In order for the State contract to be extended to counties, municipalities, school districts, volunteer fire departments, first aid squads and independent institutions of higher education the bidder must agree to the extension and so state in his bid proposal. The extension to counties municipalities, school districts, volunteer fire departments, first aid squads and Independent Institutions of higher education must be under the same terms and conditions, including price, applicable to the State.

t. N.J.S.A. 18A:64A - 25.9 permits any college to participate in the term contract that is the subject of this Participating Addendum.

u. N.J.S.A. 18A:64- 60 permits any State College to participate in the term contract that is the subject of this Participating Addendum.

v. The contract may not be subcontracted or assigned by the contractor, in whole or in part, without the prior written consent of the Director of the Division of Purchase and Property. Such consent, if granted, shall not relieve the contractor of any of his responsibilities under the contract.

PARTICIPATING ADDENDUM

[hereinafter "Addendum"]

For

WSCA/NASPO PC Contracts 2009-2014**COMPUTER EQUIPMENT, PERIPHERALS, AND RELATED SERVICES****MASTER PRICE AGREEMENT NUMBER B27160**

Between

Dell Marketing L.P.

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State of New Jersey

[hereinafter "Participating State" or "Participating Entity" (if not a state)]

(Participating State Contract Number ~~A75020~~)70256 *all*
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In the event the bidder proposes to subcontract for the services to be performed under the terms of the contract award, he shall state so in his bid and attach for approval a list of said subcontractors and an Itemization of the products and/or services to be supplied by them.

Nothing contained in the specifications shall be construed as creating any contractual relationship between any subcontractor and the State.

- w. Intentionally left blank.
- x. The State of New Jersey is exempt from State sales or use taxes and Federal excise taxes. Therefore, price quotations must not include such taxes. The State's Federal Excise Tax Exemption number is 22-75-0050K.
- y. The following prohibitions on vendor activities shall apply to all contracts or purchase agreements made with the State of New Jersey, pursuant to Executive Order No. 189 (1988).
 - (1) No vendor shall pay, offer to pay, or agree to pay, either directly or indirectly, any fee, commission, compensation, gift, gratuity, or other thing of value of any kind to any State officer or employee or special State officer or employee, as defined by N.J.S.A. 52:13D-13b and e., in the Department of the Treasury or any other agency with which such vendor transacts or offers or proposes to transact business, or to any member of the immediate family, as defined by N.J.S.A. 52:13D-13i., of any such officer or employee, or partnership, firm or corporation with which they are employed or associated, or in which such officer or employee has an interest within the meaning of N.J.S.A. 52:13D-13g.
 - (2) The solicitation of any fee, commission, compensation, gift, gratuity or other thing of value by any State officer or employee or special

PARTICIPATING ADDENDUM

[hereinafter "Addendum"]

For

WSCA/NASPO PC Contracts 2009-2014**COMPUTER EQUIPMENT, PERIPHERALS, AND RELATED SERVICES****MASTER PRICE AGREEMENT NUMBER B27160**

Between

Dell Marketing L.P.

[hereinafter "Contractor"]

and

State of New Jersey

[hereinafter "Participating State" or "Participating Entity" (if not a state)]

(Participating State Contract Number ~~A75020~~)70256 *cc/w*
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State officer or employee from any State vendor shall be reported in writing forthwith by the vendor to the Attorney General and the Executive Commission on Ethical Standards.

- (3) No vendor may, directly or indirectly, undertake any private business, commercial or entrepreneurial relationship with, whether or not pursuant to employment, contract or other agreement, express or implied, or sell any interest in such vendor to, any State officer or employee or special State officer or employee or special State officer or employee having any duties or responsibilities in connection with the purchase, acquisition or sale of any property or services by or to any State agency or any instrumentality thereof, or with any person, firm or entity with which he is employed or associated or in which he has an interest within the meaning of N.J.S.A. 52:130-13g. Any relationships subject to this provision shall be reported in writing forthwith to the Executive Commission on Ethical Standards, which may grant a waiver of this restriction upon application of the State officer or employee or special State officer or employee upon a finding that the present or proposed relationship does not present the potential, actuality or appearance of a conflict of interest.
- (4) No vendor shall influence, or attempt to influence or cause to be influenced, any State officer or employee or special State officer or employee in his official capacity in any manner which might tend to impair the objectivity or independence of judgment of said officer or employee.
- (5) No vendor shall cause or influence, or attempt to cause or influence, any State officer or employee or special State officer or employee to use, or attempt to use, his official position to secure

PARTICIPATING ADDENDUM

[hereinafter "Addendum"].

For

WSCA/NASPO PC Contracts 2009-2014**COMPUTER EQUIPMENT, PERIPHERALS, AND RELATED SERVICES****MASTER PRICE AGREEMENT NUMBER B27160**

Between

Dell Marketing L.P.

[hereinafter "Contractor"]

and

State of New Jersey

[hereinafter "Participating State" or "Participating Entity" (if not a state)]

(Participating State Contract Number ~~A750207~~)

70256

all
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unwarranted privileges or advantages for the vendor or any other person.

- (6) The provisions cited above in paragraph 6a through 6e shall not be construed to prohibit a State officer or employee or Special State officer or employee from receiving gifts from or contracting with vendors under the same terms and conditions as are offered or made available to members of the general public subject to any guidelines the Executive Commission on Ethical Standards may promulgate under Participating Addendum Paragraph y(3) above.
- z. Pursuant to P.L. 1995, c. 159, effective January 1, 1996, and notwithstanding any provision of the law to the contrary, whenever any taxpayer, partnership or S corporation under contract to provide goods or services or construction projects to the State of New Jersey or its agencies or instrumentalities, including the legislative and judicial branches of State government, is entitled to payment for those goods or services at the same time a taxpayer, partner or shareholder of that entity is indebted for any State tax, the Director of the Division of Taxation shall seek to set off that taxpayer's or shareholder's share of the payment due the taxpayer, partnership, or S corporation. The amount set off shall not allow for the deduction of any expenses or other deductions which might be attributable to the taxpayer, partner or shareholder subject to set-off under this act.

The Director of the New Jersey Division of Taxation shall give notice to the set-off to the taxpayer and provide an opportunity for a hearing within 30 days of such notice under the procedures for protests established under R.S. 54:49-18. No requests for conference, protest, or subsequent appeal to the Tax Court from any protest under this section shall stay the collection of the indebtedness. Interest that may be payable by the State,

PARTICIPATING ADDENDUM

[hereinafter "Addendum"]

For

WSCA/NASPO PC Contracts 2009-2014**COMPUTER EQUIPMENT, PERIPHERALS, AND RELATED SERVICES****MASTER PRICE AGREEMENT NUMBER B27160**

Between

Dell Marketing L.P.

[hereinafter "Contractor"]

and

State of New Jersey

[hereinafter "Participating State" or "Participating Entity" (if not a state)]

(Participating State Contract Number ~~A75026~~)70256 *WLS*
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pursuant to P.L. 1987, c.184 (c.52:32-32 et seq.), to the taxpayer shall be stayed.

- aa. This Participating Addendum and any and all litigation arising there from or related thereto shall be brought in State court in the State of New Jersey and governed by the applicable laws, regulations and rules of evidence of the State of New Jersey without reference to conflict of laws principles.
- bb. All publicity and/or public announcements pertaining to this Addendum shall be approved by the State prior to release.
- cc. Contractor agrees to fulfill the requirements listed below prior to the Effective Date:
- (1) New Jersey Business Registration Certificate (BRC) (N.J.S.A. 52:32-44);
 - (2) New Jersey Ownership Disclosure Form (N.J.S.A. 52:25-24.2);
 - (3) Contractor Certification and Disclosure of Political Contributions form (Public Law 2005, Chapter 51 and Executive Order 117);
 - (4) New Jersey Services Disclosure Certification Form (N.J.S.A. 52:34-13.2);
 - (5) New Jersey Equal Employment Opportunity Compliance (N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27); and,
 - (6) New Jersey Certification in Compliance with MacBride Principles and Northern Ireland Act of 1989 (N.J.S.A. 52:34-12.2).
- dd. Contractor shall supply quarterly reports covering purchases under this Participating Addendum in the same format as provided to NASPO/WSCA.
- ee. This Addendum and the Master Price Agreement together with its exhibits,

PARTICIPATING ADDENDUM

[hereinafter "Addendum"]

For

WSCA/NASPO PC Contracts 2009-2014**COMPUTER EQUIPMENT, PERIPHERALS, AND RELATED SERVICES****MASTER PRICE AGREEMENT NUMBER B27160**

Between

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(Participating State Contract Number ~~A75026~~)70256 *all*
LTC

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set forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Addendum and the Master Price Agreement, together with its exhibits, shall not be added to or incorporated into this Addendum or the Master Price Agreement and its exhibits, by any subsequent purchase order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Addendum and the Master Price Agreement and its exhibits shall prevail and govern in the case of any such inconsistent or additional terms. This Addendum applies only in the jurisdiction of the Participating State which has executed this Addendum.

- ff. No term or provision of this Participating Addendum shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by an individual authorized to so waive or consent. Any consent by either party to, or waiver of, a breach by the other whether expressed or implied, shall not constitute a consent to, waiver of, or excuse for, any other breach or any subsequent breach, except as maybe expressly provided in the waiver or consent.
- gg. This Participating Addendum may not be amended or modified except by written agreement executed by authorized representatives of each party.
- hh. The parties hereto agree that this Participating Addendum may be executed in counterpart, each original signed page to become part of the original document.
- ii. The Contractor may offer all bands' products and services except for Band 5 (PDAs) and Assessment, Design & Implementation Services under its Value-Added Services.

PARTICIPATING ADDENDUM

[hereinafter "Addendum"]

For

**WSCA/NASPO PC Contracts 2009-2014
COMPUTER EQUIPMENT, PERIPHERALS, AND RELATED SERVICES
MASTER PRICE AGREEMENT NUMBER B27160**

Between

Dell Marketing L.P.

[hereinafter "Contractor"]

and

State of New Jersey

[hereinafter "Participating State" or "Participating Entity" (if not a state)]

(Participating State Contract Number ~~A75026~~)70256 *als* Page 12 of 15
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jj. As set forth in paragraph 8A of the Master Price Agreement, if the contract is terminated or expires, the State reserves the right to cancel unfulfilled purchase orders.

4. Reserved**5. Lease Agreements**

-Leasing is not authorized under this Addendum.

6. Primary Contacts

The primary government contact individuals for this Addendum are as follows (or their named successors):

Lead State

Name: Bernadette Kopischke
Address: 112 Admin Bldg, St Paul, MN 55155
Telephone: (651) 201-2450
Fax: (651) 297-3996
E-mail: bernie.kopischke@state.mn.us

Contractor

Name: Stephanie D. Shipp
Address: One Dell Way, Mail Stop 8708, Round Rock, TX 78682
Telephone: (512) 728-7894
Fax: (512) 283-9092
E-mail: stephanie_shipp@dell.com

Participating State

Name: Mark Gilbert

PARTICIPATING ADDENDUM

[hereinafter "Addendum"]

For

WSCA/NASPO PC Contracts 2009-2014**COMPUTER EQUIPMENT, PERIPHERALS, AND RELATED SERVICES****MASTER PRICE AGREEMENT NUMBER B27160**

Between

Dell Marketing L.P.

[hereinafter "Contractor"]

and

State of New Jersey

[hereinafter "Participating State" or "Participating Entity" (if not a state)]

(Participating State Contract Number ~~A75026~~)70256 *als*
LTC Page 13 of 15

Address: 33 W. State St., P.O. Box 230, Trenton, NJ 08625-0230

Telephone: (609) 292-6648

Fax: (609) 633-3634

E-mail: mark.gilbert@treas.state.nj.us

7. Servicing Subcontractors

Dell may engage third party service providers to perform various services and has several authorized Dell Service Providers (DSPs). DSPs will not accept orders or payments.

Dell wishes to identify Servicing Subcontractor(s) ("WSCA Agent") to market Dell's Products and Services, as identified on Dell's Products & Services Schedule ("PSS"), on behalf of Dell. The Participating Entity may utilize WSCA Agents pursuant to the Dell defined WSCA Agent program as defined in a separate written Agreement between Dell and WSCA Agent.

WSCA Agents authorized within the State will have their names identified on the State's respective www.Dell.com/naspowsca Dell state store page.

Placement of Orders and shipment of Order directly from Dell will remain unchanged in the PA. All orders and payments are to be issued directly to Dell Marketing L.P.

All purchase orders issued by purchasing entities with the jurisdiction of this Addendum must include the Participating State contract number ~~A75026~~, and the Master Price Agreement Number B27160.

70256 *als*
LTC

PARTICIPATING ADDENDUM

[hereinafter "Addendum"]

For

WSCA/NASPO PC Contracts 2009-2014**COMPUTER EQUIPMENT, PERIPHERALS, AND RELATED SERVICES****MASTER PRICE AGREEMENT NUMBER B27160**

Between

Dell Marketing L.P.

[hereinafter "Contractor"]

and

State of New Jersey

[hereinafter "Participating State" or "Participating Entity" (if not a state)]

(Participating State Contract Number ~~A75020~~)70256 *also* *etc* Page 14 of 15**8. Compliance with reporting requirements of the "American Recovery and Reinvestment Act of 2009" ("ARRA")**

If or when contractor is notified by ordering entity that a specific purchase or purchases are being made with ARRA funds, contractor agrees to comply with the data element and reporting requirements as currently defined in Federal Register Vol 74 #61, Pages 14824-14829 (or subsequent changes or modifications to these requirements as published by the Federal OMB). Ordering entity is responsible for informing contractor as soon as the ordering entity is aware that ARRA funds are being used for a purchase or purchases. Contractor will provide the required report to the ordering entity with the invoice presented to the ordering entity for payment. The contractor, as it relates to purchases under this contract, is not a subcontractor or subgrantee, but simply a provider of goods and related services.

9. Services

The terms of the Agreement shall apply each time Customer engages Dell to provide services. All services provided will be described in one or more of the following:

- (a) "Service Descriptions" used to describe any services purchased by an entity;
- (b) any mutually agreed upon "Statement of Work" ("SOW") executed by the parties; or,
- (c) any "Technical Specification Form" approved by the parties.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of execution by Contractor below.

State of New Jersey

Department of the Treasury, Division of Purchase and Property

PARTICIPATING ADDENDUM

[hereinafter "Addendum"]

For

WSCA/NASPO PC Contracts 2009-2014

COMPUTER EQUIPMENT, PERIPHERALS, AND RELATED SERVICES

MASTER PRICE AGREEMENT NUMBER B27160

Between

Dell Marketing L.P.

[hereinafter "Contractor"]

and

State of New Jersey

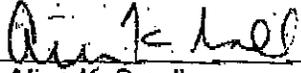
[hereinafter "Participating State" or "Participating Entity" (if not a state)]

(Participating State Contract Number ~~A75026~~)

70256

*add
LFC*

Page 15 of 15



Name: Alice K. Small

Title: Acting Director

Date: 8/31/09

Dell Marketing L.P.



Name: Len F. Gillett

Title: Sr. Contract Consultant

Date: 8/31/09

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

City Clerk File No. Res. 15.251

Agenda No. 10.Z

Approved: APR 08 2015

TITLE:



RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES CONTRACT WITH DR. LAWRENCE BUCHHOLTZ, A LICENSED VETERINARIAN OF THE ANIMAL CLINIC AND HOSPITAL OF JERSEY CITY, TO PROVIDE VETERINARIAN SERVICES FOR THE DEPARTMENT OF HEALTH AND HUMAN SERVICES, DIVISION OF HEALTH, ANIMAL CONTROL

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, the veterinarian services are to be provided to the Department of Health and Human Services, Division of Health, Animal Control;

WHEREAS, N.J.S.A. 8:23 A-1.12(e) requires Animal Control Officers to inspect all stray or running at large animals confiscated, trapped or impounded in the course of their animal control duties for signs of illness or injury, to determine whether emergency veterinary care is required; and

WHEREAS, animal control will obtain such care from a licensed veterinarian, prior to bringing an animal to the shelter; and

WHEREAS, the cost of all these emergency veterinary care shall be the responsibility of the City of Jersey City; and

WHEREAS, Dr. Buchholtz has submitted a proposal indicating that he will provide these services for the City for a one year period effective **January 1, 2015 thru December 31, 2015** at rates for services which vary of fees from \$2.00 - \$200.00; and

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

WHEREAS, the City is acquiring these services as a non-fair and open contract pursuant to the provisions of N.J.S.A. 19:44A-20.5 et seq. (Pay-To-Play Law); and

WHEREAS, the Department Director has determined and certified in writing that the value of the contract exceeds \$17,500; and

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

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

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

WHEREAS, the total estimated contract amount is **\$40,000.00**, a temporary encumbrance of \$5,000.00 is available in DH&HS Health Division Operating Current Fund Account No.1-201-27-331-314; the remaining balance will be made available under the City's 2015 calendar year temporary and/or permanent budget; and

WHEREAS, the resolution authorizing the award and the agreement itself must be available for public inspection.

City Clerk File No. Res. 15.251

Agenda No. 10.Z APR 08 2015

TITLE:

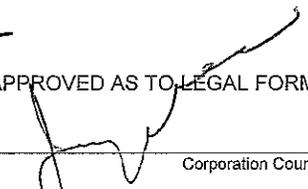
RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES CONTRACT WITH DR. LAWRENCE BUCHHOLTZ, A LICENSED VETERINARIAN OF THE ANIMAL CLINIC AND HOSPITAL OF JERSEY CITY, TO PROVIDE VETERINARIAN SERVICES FOR THE DEPARTMENT OF HEALTH AND HUMAN SERVICES, DIVISION OF HEALTH, ANIMAL CONTROL

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

1. The Mayor or Business Administrator is authorized to execute a professional services agreement with Dr. Lawrence Buchholtz, of the Animal Clinic and Hospital of Jersey City, in substantially the form attached, for providing veterinarian services in connection with the Animal Control program provided by the Department of Health and Human Services; and
2. This agreement is awarded without competitive bidding as a professional service agreement under the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq.; and
3. The term of the agreement shall be one year effective as of January 1, 2015 and expiring on December 31, 2015; and
4. Dr. Lawrence Buchholtz shall be compensated at rates which vary of fees from \$2.00 - \$200.00 and the estimated total contract amount is FORTY THOUSAND (\$40,000.00) Dollars; and
5. Pursuant to N.J.A.C. 5:30-5.5(a), the continuation of the contract after the expenditure of funds encumbered in the 2015 calendar year temporary budget shall be subject to the availability and appropriation of sufficient funds in the 2015 calendar year permanent budget.
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 this resolution.
7. This agreement shall be subject to the condition that Dr. Buchholtz provide satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et seq.; and
8. The Business Entity Disclosure Certification, Chapter 271 Political Contribution Disclosure Certification, and the Determination of Value Certification attached hereto and incorporated herein by reference shall be placed on file with this resolution.

I, Donna Mauer, Donna Mauer, Chief Financial Officer, hereby, certify that there are sufficient funds in the amount of \$5,000.00 in DH&HS Health Division Operating Current Fund Account No. 1-201-27-331-314; P.O. # 116761

APPROVED: 
APPROVED: _____
Business Administrator

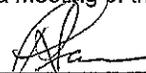
APPROVED AS TO LEGAL FORM

Corporation Counsel

Certification Required
Not Required
APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE <u>4.8.15</u>											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

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

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


Rolando R. Lavarro, Jr., President of Council


Robert Byrne, City Clerk

RESOLUTION FACT SHEET - CONTRACT AWARD

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

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES CONTRACT WITH DR. LAWRENCE BUCHHOLTZ, A LICENSED VETERINARIAN OF THE ANIMAL CLINIC AND HOSPITAL OF JERSEY CITY, TO PROVIDE VETERINARIAN SERVICES FOR THE DEPARTMENT OF HEALTH AND HUMAN SERVICES, DIVISION OF HEALTH, ANIMAL CONTROL

Project Manager

Department/Division	Health & Human Services	Health Division
Name/Title	Stacey Flanagan	Director of DHHS
Phone/email	201-547-5114	sflanagan@jcnj.org

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

Contract Purpose

Dr. Lawrence Buchholtz will provide veterinary services for the Department of Health & Human Services Health Division Animal Control Program.

Cost (Identify all sources and amounts)

City DHHS Health Division Operating Current Fund account \$40,000.00

Contract term (include all proposed renewals)

January 1, 2015 – December 31, 2015

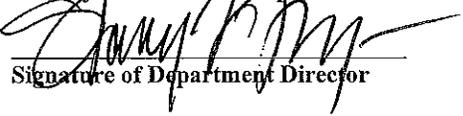
Type of award Professional Services

If "Other Exception", enter type

Additional Information

Pursuant to N.J.S.A. 8:23 A-1.12(e) requires Animal Control Officers to inspect all stray or running at large-animals confiscated, trapped or impounded in the course of their animal control duties for signs of illness or injury, to determine whether emergency veterinary care is required

I certify that all the facts presented herein are accurate.


Signature of Department Director

5/26/15
Date

**City of Jersey City
Department of Health and Human Services**

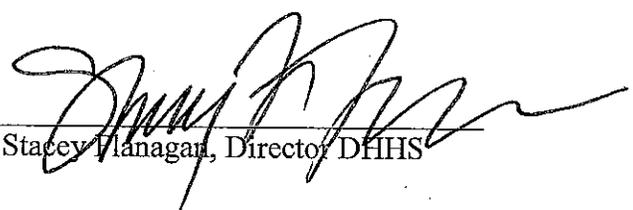
DETERMINATION OF VALUE CERTIFICATION

Stacey Flanagan, of full age, hereby certifies as follows:

1. I am the Director of the City of Jersey City Department of Health and Human Services and have knowledge of the goods and services that this department needs.
2. The division of Health, Animal Control is required by N.J.S.A. 8:23A-1.12(e) to inspect all stray or running at-large-animals, confiscated, trapped or impounded in the course of their animal control duties for signs of illness or injury, to determine whether emergency veterinary care is required. Such care shall be obtained from a licensed veterinarian prior to bringing an animal to the animal shelter.
3. The City informally solicited quotations for services as professional services pursuant to N.J.S.A. 40A:11-5(1) (a) (i).
4. Dr. Lawrence Buchholtz is certified and licensed to practice medicine as a veterinarian in the State of New Jersey.
5. The Department of Health and Human Services recommends awarding the contract to Dr. Lawrence Buchholtz.
6. The term of the contract is for one year effective January 1, 2015 thru December 31, 2015.
7. The estimated amount of the contract exceeds \$17,500.00.
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.

Dated: _____

3/26/15



Stacey Flanagan, Director DHHS

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

City Clerk File No. Res. 15.252

Agenda No. 10.Z.1

Approved: APR 08 2015

TITLE:



RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY AUTHORIZING THE AWARD OF A PROFESSIONAL SERVICES AGREEMENT TO PEDIATRIC CONSULTANT, DR. SOLOMON OWUSU.

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION

WHEREAS, the City of Jersey City (City) requires the services of a pediatric consultant to provide services in connection with the Child Health Care Immunization Clinic under the auspices of the Department of Health and Human Services (Department); and

WHEREAS, Dr. Solomon Owusu, License #25MA05988100, is a licensed pediatrician and is qualified to perform the required services; and

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

WHEREAS, the resolution authorizing the award and the agreement itself must be available per public inspection;

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, the contract period is from **January 1, 2015** through **December 31, 2015**; and

WHEREAS, the total amount of this contract shall not exceed Thirty Eight Thousand Five Hundred Seventy (\$38,570.00) Dollars; and

WHEREAS, the Director of Department of Health and Human Services has determined and certified in writing that the value of the contract exceeds \$17,500; and

WHEREAS, pursuant to N.J.S.A. 19:44A-20.4 et seq., Dr. Owusu has completed and submitted a Business Entity Disclosure Certification which certifies that Dr. Owusu has not made any reportable contributions to a political or candidate committees listed on the Business Entity Disclosure Certification in the previous one year, and that the contract will prohibit Dr. Owusu from making any reportable contributions through the term of the contract; and

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

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

WHEREAS, the funds in the amount of Five Thousand (\$5,000.00) dollars are available in DH&HS Clinical Services Division operating current fund Account No.1-201-27-333-312, the additional amount of Thirty Three Thousand Five Hundred Seventy (\$33,570.00) dollars will be made available in the calendar year 2015 temporary or permanent budgets.

City Clerk File No. Res. 15.252

Agenda No. 10.Z.1 APR 08 2015

TITLE:

**RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY
AUTHORIZING THE AWARD OF A PROFESSIONAL SERVICES AGREEMENT TO
PEDIATRIC CONSULTANT, DR. SOLOMON OWUSU**

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

1. The Mayor and/or Business Administrator is authorized to execute a professional services agreement with Dr. Solomon Owusu, in substantially the form attached, for providing pediatric services in connection with various health programs provided by the Department of Health and Human Services for one year period effective as of January 1, 2015 thru December 31, 2015, in the amount of \$38,570;
2. This contract is awarded without competitive bidding as a professional services agreement under the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq.;
3. A copy of this Resolution will be published in a newspaper of general circulation as required by law within ten (10) days of its passage;
4. A copy of this Resolution shall be placed on file and be available for inspection in the Office of the City Clerk;

Pursuant to N.J.A.C. 5:30-5.5(a), the continuation of the contract after the expenditure of funds encumbered in the 2015 Calendar Year temporary budget, shall be subject to the availability and appropriation of sufficient funds in the 2015 Calendar Year permanent budget;

6. The award of this contact shall be subject to the condition that the contractor provide satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et seq.; and
7. The Business Entity Disclosure Certification, Chapter 271 Political Contribution Disclosure Certification, Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance, and the Determination of Value Certification attached hereto and incorporated herein by reference shall be placed on file with this resolution.

I, Donna Mauer, Donna Mauer, Chief Financial Officer, hereby, certify that there are sufficient funds in the amount of \$5,000.00 in DH&HS Health Division Operating Current Fund Account No. 1-201-27-333-312; P.O. # 116709

APPROVED: 
APPROVED: _____
Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel

Certification Required
Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 4.8.15											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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


Rolando R. Lavarro, Jr., President of Council


Robert Byrne, City Clerk

RESOLUTION FACT SHEET - CONTRACT AWARD

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

Full Title of Ordinance/Resolution

RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY AUTHORIZING THE AWARD OF A PROFESSIONAL SERVICES AGREEMENT TO PEDIATRIC CONSULTANT, DR. SOLOMON OWUSU.

Project Manager

Department/Division	Health & Human Services	Health Division
Name/Title	Stacey Flanagan	Director of DHHS
Phone/email	201-547-5114	sflanagan@jcnj.org

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

Contract Purpose

The physician will perform services with respect to all matters relating to or affecting the Jersey City Child Health Care Immunization Clinic. The City of Jersey City requires the services of a pediatric consultant to provide services in connection with the Child Health Care Immunization Clinic under the auspices of the Department of Health and Human Services.

Cost (Identify all sources and amounts)

City DHHS Health Division Operating
Current Fund account \$38,570

Contract term (include all proposed renewals)

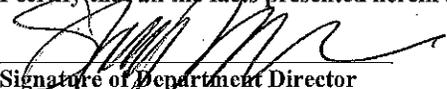
January 1, 2015 – December 31, 2015

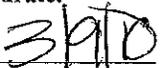
Type of award Professional Services

If "Other Exception", enter type

Additional Information

I certify that all the facts presented herein are accurate.


Signature of Department Director


Date

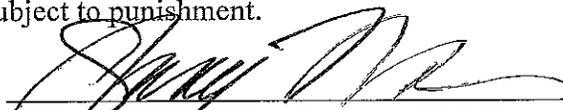
DETERMINATION OF VALUE CERTIFICATION

Stacey L. Flanagan, of full age, hereby certifies as follows:

1. I am the Director of the City of Jersey City (City) Department of Health and Human Services (DHHS) and have knowledge of the goods and services that DHHS needs.
2. The Children's Health Clinic provides well baby care and immunization to infants and children up to age five and needs of the services of a Pediatrician.
3. The City informally solicited quotations for services as professional services pursuant to N.J.S.A. 40A:11-5(1)(a)(i).
4. Dr. Solomon Owusu is board certified and licensed to practice medicine as a Pediatrician and Medical Internist in the State of New Jersey.
5. The DHHS recommendation is to award the contract to Dr. Solomon OWLISU.
6. The term of the contract is for one year January 01, 2015 through December 31, 2015.
7. The estimated amount of the contract exceeds \$17,500.00.
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.

Dated: _____

3/9/15



Stacey L. Flanagan; Director, DHHS

**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 Neighborhood Clinic (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:

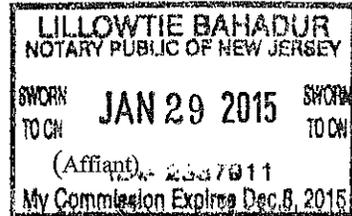
The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: Neighborhood Clinic

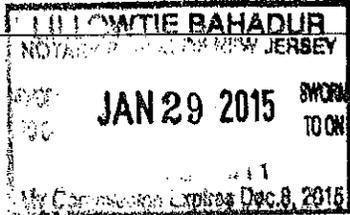
Signed: [Signature] Title: MD

Print Name: Seramen Ousey Date: 07/29/15

Lilowtie Bahadur
Subscribed and sworn before me
this day 29 of JAN, 2015.



My Commission expires:



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

**Pursuant to Section 2 of Ordinance 08-128, no contributions or solicitation of contributions made prior to the effective date Ordinance 08-128 (September 23, 2008) shall be deemed to be a violation of the Ordinance

BUSINESS ENTITY DISCLOSURE CERTIFICATION

FOR NON-FAIR AND OPEN CONTRACTS
Required Pursuant To N.J.S.A. 19:44A-20.8
CITY OF JERSEY CITY

Part I – Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that the <name of business entity> has not made and will not make any reportable contributions pursuant to N.J.S.A. 19:44A-1 et seq. that, pursuant to P.L. 2004, c. 19 would bar the award of this contract in the one year period preceding (date of award scheduled for approval of the contract by the governing body) to any of the following named candidate committee, joint candidates committee; or political party committee representing the elected officials of the <name of entity of elected officials> as defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (r).

Election Fund for Steven Fulop (2013)	Frank Gajewski for Council
Team Fulop	Friends of Khemraj “Chico” Ramchal
Team Fulop Runoff	Councilperson Richard Boggiano
Lavatro for Council	Michael Yun for Council
Councilperson Joyce E. Watterman	Councilperson Candice Osborne
Councilperson Daniel Rivera	Diane Coleman for Council

Part II – Ownership Disclosure Certification

I certify that the list below contains the names and home addresses of all owners holding 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business entity:

- Partnership
 Corporation
 Sole Proprietorship
 Subchapter S Corporation
 Limited Partnership
 Limited Liability Corporation
 Limited Liability Partnership

Name of Stock or Shareholder	Home Address
N/A	

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: Neighborhood Clinic
 Signed: [Signature] Title: MM
 Print Name: Sarveen Oberoi Date: 1/29/15

Subscribed and sworn before me this 29 day of JAN, 2015

Lillowtie Bahadur
(Affiant)

My Commission expires: _____ (Print name & title of affiant) (Corporate Seal)

LILLOWTIE BAHADUR
NOTARY PUBLIC OF NEW JERSEY
JAN 29 2015 SWORN TO Oath
My Commission Expires Dec. 8, 2015

LILLOWTIE BAHADUR
NOTARY PUBLIC OF NEW JERSEY
SWORN TO Oath JAN 29 2015 SWORN TO Oath
ID# 2007011
My Commission Expires Dec. 8, 2015

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

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

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

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

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

Representative's Name/Title Print): Selomon Owsen
Representative's Signature: [Signature]
Name of Company: Neighborhood Center
Tel. No.: 951 932 5500 Date: 2/26/10

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): S. Roman OMS MS

Representative's Signature: [Handwritten Signature]

Name of Company: Neighborhood One

Tel. No.: _____ Date: 07/29/15

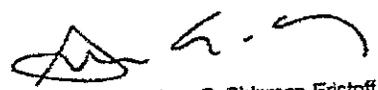
Certification 39046

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-JAN-2014~~ to ~~15-JAN-2021~~



NEIGHBORHOOD CLINIC
559 WEST SIDE AVE.
JERSEY CITY NJ 07304


Andrew P. Sidamon-Eristoff
State Treasurer

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

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and 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: Neighborhood Choice
Address: 559 West Side Ave, Jersey City
Telephone No.: 201 432 5300 NS 07304
Contact Name: Dolores D. M. M.

Please check applicable category:

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

Definitions

Minority Business Enterprise

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

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

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

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

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

Woman Business Enterprise

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

DIVISION OF PURCHASING COPY



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name:	SOLOMON OWUSU, P.C.
Trade Name:	NEIGHBORHOOD CLINIC
Address:	559 WESTSIDE AVENUE JERSEY CITY, NJ 07304
Certificate Number:	0620281
Effective Date:	February 18, 1994
Date of Issuance:	February 04, 2015

For Office Use Only:

20150204154141/27

Supplier Order Web Interface

Vendor: 014218087
 Vendor Name & Address:
 SOLUTION DRIVERS INC
 160 HIX DRIVE
 JERSEY CITY, NJ 07310
 201-412-5300

Check # 2016
 Print Vendor History

Show a List of Checks (Orders) for this Vendor. Double Click on Checks to View Details

Check Date	Check #	Check Amount	Status	Bank	Bank Name
03/18/2015	48268	3,126.00	Outstanding		GARY OF AMERICA

Show a List of Purchase Orders for this Vendor. Double Click on PO's to View Details

Account Number	WPO#	RIED#	Incumbent	Order Amount	Status
1-201-27-313-312	112830	0165171		35,000.00	Open
1-201-27-313-312	116709	0165971		5,000.00	Open

Vendor Totals

	2014	2015
Order Total	78,145.00	5,000.00
PAID BY PO	33,970.00	3,320.00
PAID BY PV	44,175.00	1,680.00
Total Paid	78,145.00	5,000.00

Order # 116709

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

City Clerk File No. Res. 15.253

Agenda No. 10.Z.2

Approved: APR 08 2015

TITLE:



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

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

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

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

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

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

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

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

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

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

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

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

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

TITLE:

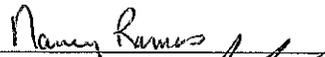
RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH ALPINE MEDICAL GROUP, TO CONDUCT MEDICAL EXAMINATIONS OF CIVILIAN AND UNIFORMED EMPLOYEES AND OF APPLICANTS FOR EMPLOYMENT

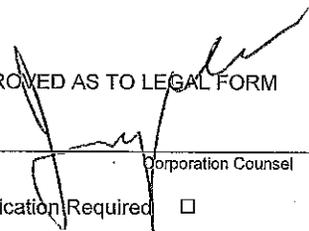
- 5. A copy of this resolution will be published in a newspaper of general circulation in the City of Jersey City as required by law within (10) days of the adoption of the resolution;
- 6. Pursuant to N.J.A.C. 5:30-5.5(a), the continuation of the contract after the expenditure of funds encumbered in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

I, hereby certify that funds in the amount of \$25,000.00 are available in Account No. 15-01-201-20-115-312. P.O. No. 116782 Temporary Encumbrancy.


Donna Mauer, Chief Financial Officer

JF/cw
03/31/15

APPROVED: 
APPROVED: 
Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel

Certification Required

Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 4 8 15											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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


Rolando R. Lavarro, Jr., President of Council


Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

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

Full Title of Ordinance/Resolution

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

Initiator

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

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

Resolution Purpose

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

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

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

I certify that all the facts presented herein are accurate.

Nancy Ramos
 Signature of Department Director

4/1/15
 Date

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

City Clerk File No. Res. 15.254

Agenda No. 10.Z.3

Approved: APR 08 2015

TITLE:



**RESOLUTION AMENDING A PROFESSIONAL SERVICES AGREEMENT
TO THE FIRM OF SHAIN, SCHAFFER & RAFANELLO, ESQS. TO PROVIDE LEGAL
SERVICES TO REPRESENT THE CITY OF JERSEY CITY IN THE MATTER OF
REALTY APPRAISAL COMPANY v. CITY OF JERSEY CITY**

COUNCIL offered and moved adoption of the following resolution:

WHEREAS, the Municipal Council of the City of Jersey City approved Resolution 14-826 on December 17, 2014 authorizing a professional services agreement with the law firm of Shain, Schaffer & Raffanello, Esqs., 150 Morristown Road, Suite 105, Bernardsville, NJ 07924 as Special Counsel to represent the City of Jersey City in the matter of Realty Appraisal Company v. City of Jersey City; and

WHEREAS, the City of Jersey City was named in a complaint alleging that the City of Jersey City owes payment for work it completed on tax revaluations; and

WHEREAS, the firm of Shain, Schaffer & Rafanello, Esqs. agreed to perform these services at the same rate of **\$150.00 per hour** for a total amount not to exceed **\$75,000**, including expenses; and

WHEREAS, Shain, Schaffer & Rafanello, Esqs, possesses the skills and expertise to perform these services; and

WHEREAS, N.J.S.A.40a:11-15 requires professional services contracts to be renewed on an annual basis; and

WHEREAS, in July 2014, the City publicly advertised a Request for Qualifications (RFQ) using the "fair and open process" as described under Pay-to-Play Law; and

WHEREAS, Shain, Schaffer & Rafanello, Esqs. Submitted a Qualification Statement in response to the City's RFQ; and

WHEREAS, this contract is made in accordance with the "fair and open process" of the Pay-to-Play Law; and

WHEREAS, the law firm of Shain, Schaffer & Rafanello, Esqs. have 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 Shain, Schafer & Rafanello, Esqs. from making any reportable contributions during the term of the contract; and

WHEREAS, Shain, Schaffer & Rafanello, Esqs. have submitted a Chapter 271 Political Contribution Disclosure Certification at least 10 days prior to the award of this contract; and

WHEREAS, in addition Shain, Schaffer & Rafanello, Esqs. has submitted its Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance 08-128 adopted on September 3, 2008; and

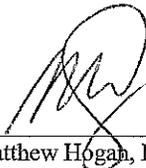
WHEREAS, funds are available for the cost of these services in Account No.: **15-14-298-56-000-856**; and

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

TITLE: RESOLUTION AMENDING A PROFESSIONAL SERVICES AGREEMENT TO THE FIRM OF SHAIN, SCHAFFER & RAFANELLO, ESQS. TO PROVIDE LEGAL SERVICES TO REPRESENT THE CITY OF JERSEY CITY IN THE MATTER OF REALTY APPRAISAL COMPANY v. CITY OF JERSEY CITY

1. The contract with Shain, Schaffer & Rafanello, Esqs. is hereby amended for one year, for a total amount to be increased by an additional \$75,000 for a total amount of \$175,000.
2. This contract shall be subject to the condition that the vendor provides satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et seq.
3. This agreement is awarded without competitive bidding, as a professional services agreement under the Local Public Contracts Law, N.J.S.A. 40a:11-1 et seq.
4. A copy of the resolution will be published in a newspaper of general circulation in the City of Jersey City as required by law within (10) days of the adoption of the resolution.
5. The Mayor or Business Administrator is hereby authorized to execute an agreement in substantially the form attached subject to such modification as the Corporation Counsel deems appropriate or necessary.
6. The Certification of Compliance with the City's Contractor Pay-To-Play Reform Ordinance attached hereto and incorporated herein by reference shall be placed on file with this resolution.

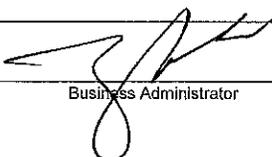
I hereby certify that there are sufficient funds available in **Account No.: 15-14-298-56-000-856** for payment of this resolution


Matthew Hogan, Risk Manager

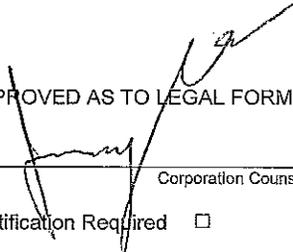
:igp
3/31/15

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED:  _____

Business Administrator

 _____
Corporation Counsel

Certification Required

Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 4.8.15											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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


Rolando R. Lavarro, Jr., President of Council


Robert Byrne, City Clerk

RESOLUTION FACT SHEET - CONTRACT AWARD

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

Full Title of Ordinance/Resolution

RESOLUTION AMENDING A PROFESSIONAL SERVICES AGREEMENT TO THE FIRM OF SHAIN, SCHAFFER & RAFANELLO, ESQS. TO PROVIDE LEGAL SERVICES TO REPRESENT THE CITY OF JERSEY CITY IN THE MATTER OF REALTY APPRAISAL COMPANY v. CITY OF JERSEY CITY

Project Manager

Department/Division	Law	Law
Name/Title	Jeremy Farrell	Corporation Counsel
Phone/email	201-547-4667	JFarrell@jcnj.org

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

Contract Purpose

Due to the complexity of this matter, an additional amount of \$75,000 is needed to continue the services.

Cost (Identify all sources and amounts)

IFC

Contract term (include all proposed renewals)

Type of award

Direct/Open

If "Other Exception", enter type

Additional Information

I certify that all the facts presented herein are accurate.

Signature of Department Director

Date

AGREEMENT

This Agreement dated the _____ day of _____, 2015 between the City of Jersey City, a municipal corporation, with offices at 280 Grove Street, Jersey City, New Jersey 07302 ("City") and Marguerite M. Schaffer, Esq. of Shain, Schaffer & Rafanello, Esqs. ("Special Counsel").

WITNESSETH, that in consideration of the mutual covenants set forth, the City and Special Counsel agree as follows:

Scope of Agreement

Special Counsel is hereby retained as an independent contractor to provide the City of Jersey City with legal services in connection with

Affidavit of Services

Special Counsel shall submit a monthly affidavit of services to the Corporation Counsel. The affidavit shall specify in detail the services rendered and the time spent on those services.

Consideration

A. For the above services, Special Counsel shall be compensated at the rate of \$150.00 per hour, including expenses. The total amount of this agreement shall not exceed \$50,000.00.

B. The Special Counsel shall provide a monthly statement for services rendered. The Special Counsel shall submit to the City administration no later than the tenth day of each month an affidavit of services specifying the total number of hours worked/performed during the preceding month. Special Counsel shall contact the City when Special Counsel are within

15% of the contractual limit amount. All statements shall be supplemented by the City's voucher.

Billing Practices and Other Guidelines Procedures

Disbursements should be charged only on the basis of the actual direct out-of-pocket cost to the **Special Counsel** and billed with sufficient detail to permit assessment of their compliance with the following guidelines: (i) in the case of photocopying, the per page charge not to exceed fifteen cents (\$.15) per page; (ii) in the case of facsimile transmittal, the per page charge not to exceed one dollar and fifty cents (\$1.50) per page; and (iii) charges for mileage and parking shall not be charged to the City.

The City expects that the **Special Counsel** will need to obtain the services of third-parties such as court reporters, investigators, consultants, experts, title companies, appraisers, messenger services, etc., in order to carry out their assignments and will contract with those service providers upon the approval of the City. With the exception of the court reporters, **Special Counsel** shall notify the City of their engagement of all third-party service providers and obtain authorization for those services from the City. The **Special 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.

If the **Special Counsel** receives discounts from messenger services, title agencies, investigators or other categories of service provider, those discounts must be passed onto the City and noted on each invoice.

The City does not agree to pay for the following disbursements unless specifically approved in advance for any specific matter by the City.

- word processing;
- secretaries' overtime, proofreading, placing or organizing documents in files;
- meals;
- first class air or rail travel, chauffeur driven limousines;
- hotel accommodations; and
- charges for use of conference rooms or office space.

Should the services of one or more other persons with **Special Counsel's** firm be deemed necessary and approved, the City expects that an appropriate number of attorneys and paralegals at all practice levels will be available for assignment to its matters so that matters can be handled in the most efficient manner possible. Further, the City expects that tasks will be performed by the appropriate level attorney (partner or associates) or paralegal. If the **Special Counsel** decides to staff tasks such as document indexing or preparing deposition summaries with associates rather than paralegals without the City's prior permission, the City agrees to pay only at the rate for paralegals.

The City reserves the right to discuss with its outside counsel and approve the particular attorneys who will be assigned to work on each matter. The City also reserves the right to request the removal of any attorney from the City's assignments for any reason.

The City does not agree to pay for excessive in-office consultants between attorneys or attorneys and paralegals, or for administrative meetings with associates and paralegals.

The City does not agree to pay for time spent educating lawyers as a result of the transfer or work between attorneys within the law firm unless approved by the City in advance. A complete or substantially complete transfer of work from an attorney having significant responsibility on a matter to another attorney or attorneys must be approved by the City.

The City does not agree to pay for more than one attorney's attendance at meetings, depositions, conferences or hearings unless the City authorizes such attendance in advance.

Assignment

The services under this contract shall be performed exclusively by **Special Counsel** not by any other member of his firm. **Special Counsel** may assign work under this contract to another person within the firm only with the approval of the Corporation Counsel.

New Jersey Business Registration Requirements

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

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

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

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

Special Provisions

The City reserves the right to terminate the within Agreement at any time for any reason whatsoever, in which event the **Special 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 one year commencing on the date the contract is executed by city officials.

IN WITNESS WHEREOF, the parties hereto have set their hands and seal or caused these presents to be signed by their proper corporate officers and their proper corporate seal hereto affixed the day, month and year above written.

Affirmative Action Plan

- (A) If the contract exceeds \$9,200, it shall also be subject to the Affirmative Action amendments to the "Law Against Discrimination", N.J.S.A. 10:5-31 et seq.
- (B) This contract shall not become effective and special counsel shall provide no services under this contract until he or she has executed the following documents:
 - 1. A supplemental Affirmative Action agreement pursuant to N.J.S.A. 10:5-21 et seq.

2. An Affirmative Action Employee Information Report (form AA-302) (for contracts which exceeds \$9,200).

These documents may be obtained from the department responsible for the administration of this contract. All of the terms and conditions are made part of this contract.

Attest:

City of Jersey City

Robert Byrne
City Clerk

Robert Kakoleski
Business Administrator

WITNESS:

Shain, Schaffer & Rafanello, Esqs.

Marguerite M. Schaffer, Esq.

(REVISED 4/13)

EXHIBIT A
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)
N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

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

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

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

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

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

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

EXHIBIT A (Continuation)

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

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

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

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract_compliance)

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

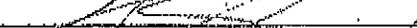
The undersigned vendor certifies on their company's receipt, knowledge and commitment to comply with:

EXHIBIT A
N.J.S.A. 10:3-31 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. 10:3-31 and N.J.A.C. 17:27.

Representative's Name/Title (Print): Marguerite M. Schaffer, Managing Partner

Representative's Signature: 

Name of Company: Shain, Schaffer & Rafanello, P.C.

Tel. No.: (908) 953-9300

Date: 11/21/14

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. 5121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or services on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to 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 representative.

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: Marguerite M. Schaffer, Managing Principal
Representative's Signature: [Signature]
Name of Company: Shain, Schaffer & Rafanello, P.C.
Tel. No.: (908) 953-9300 Date: 11/21/14

**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: Shain, Schaffer & Rafanello, P.C.
Address: 150 Morristown Road, Suite 105, Bernardsville, New Jersey 07924
Telephone No.: (908) 953-9300
Contact Name: Marguerite M. Schaffer

Please check applicable category:

<input type="checkbox"/> Minority Owned Business (MBE)	<input type="checkbox"/> Minority & Woman Owned Business (MWBE)
<input type="checkbox"/> Woman Owned business (WBE)	<input checked="" type="checkbox"/> Neither

Definitions

Minority Business Enterprise

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

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

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

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

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

Woman Business Enterprise

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

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 Shain, Schaffer & Rafanello, P.C. (name of business entity) has not made any reportable contributions in the one-year period preceding Nov 21, 2014 (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 Shain, Schaffer & Rafanello, P.C. (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: Shain, Schaffer & Rafanello, P.C.

Signed: [Signature] Title: Managing Principal

Print Name: Marguerite M. Schaffer Date: 11/21/2014

Subscribed and sworn before me
this 21 day of Nov., 2014.

My Commission expires: 12/27/14

[Signature]
(Affiant)
Marguerite M. Schaffer, Managing Principal
(Print name & title of affiant) (Corporate Seal)

[Signature]
JENNIFER S. CLARK
NOTARY PUBLIC OF NEW JERSEY
My Commission expires 12/27/2014

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
Lavates for Council	Councilperson Michael Yung
Councilperson Joyce E. Watterman	Councilperson Candice Osborne
Councilperson Daniel Rivers	Councilperson Diane Coleman

Part II - Ownership Disclosure Certification

I certify that the list below contains the names and home addresses of all owners holding 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business entity:

- Partnership
 Professional Corporation
 Sole Proprietorship
 Subchapter S Corporation
 Limited Partnership
 Limited Liability Corporation
 Limited Liability Partnership

Name of Stock or Shareholder	Home Address
Joel L. Shain	67 Childs Rd., Bernardsville, NJ 07924
Marguerite M. Schaffer	25 Ashley Ct., Bedminster, NJ 07921
Richard A. Rafanello	16 Exeter Rd., Short Hills, NJ 07078

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: Shain, Schaffer & Rafanello, P.C.

Signed: [Signature] Title: Managing Principal

Print Name: Marguerite M. Schaffer Date: 11/21/14

Subscribed and sworn before me this 21 day of November, 2014

My Commission expires: [Signature]

[Signature]
 (Affiant)
Marguerite M. Schaffer, Managing Principal
 (Print name & title of affiant) (Corporate Seal)

JENNIFER S. CLARK
NOTARY PUBLIC OF NEW JERSEY
 My Commission Expires 12/27/2014

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:	Shain, Schaffer & Rafanello, P.C.		
Address:	150 Morristown Road, Suite 105		
City:	Bernardville	State:	NJ
		Zip:	07924

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	Marguerite M. Schaffer Printed Name	Managing Principal 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.

Contributor Name	Recipient Name	Date	Dollar Amount	
Shain, Schaffer & Rafanello	Somerset County Dem. Comm.	Oct-Dec 2013	\$8,244.27	In-Kind
Shain, Schaffer & Rafanello	Newark Progressive Alliance	11/8/13	\$7,200.00	
Shain, Schaffer & Rafanello	Somerset Cty. Dem. Comm.	Jan-July 2014	\$21,665.10	In-Kind
Shain, Schaffer & Rafanello	Somerset Cty. Dem. Comm.	8/6/14	\$1,661.54	
Shain, Schaffer & Rafanello	Union County Democratic Comm.	8/18/14	\$500.00	
Shain, Schaffer & Rafanello	Somerset Cty. Dem. Comm.	8/22/14	\$1,661.54	
Shain, Schaffer & Rafanello	Somerset Cty. Dem. Comm.	9/5/14	\$1,661.54	
Shain, Schaffer & Rafanello	Somerset Cty. Dem. Comm.	9/19/14	\$1,661.54	
Shain, Schaffer & Rafanello	Union County Democratic Comm	10/9/14	\$300.00	
Shain, Schaffer & Rafanello	Comm. to Elect Robert Corbin	10/17/14	\$300.00	
Shain, Schaffer & Rafanello	Comm. to Elect Robert Davis	10/17/14	\$300.00	
Shain, Schaffer & Rafanello	North Brunswick Dem. Org.	10/17/14	\$300.00	

Check here if the information is continued on subsequent page(s)

01/07/10

Taxpayer Identification#

Dear Business Representative:

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

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

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

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

If you have any questions or require more information, feel free to call our Registration Hotline at (609) 292-3802.

I wish you continued success in your business endeavors.

Sincerely,

James J. Frascione
Director
New Jersey Division of Revenue

STATE OF NEW JERSEY		<small>DEPARTMENT OF TREASURY DIVISION OF REVENUE PO BOX 207 TRENTON, NJ 08646-0207</small>
BUSINESS REGISTRATION CERTIFICATE		
TAXPAYER NAME:	TRADE NAME:	
SHAIN SCHAFFER, RAFANELLO, P.C.		
ADDRESS:	SEQUENCE NUMBER:	
150 MORRISTOWN STE 105 BERNARDSVILLE NJ 07924	0567809	
EFFECTIVE DATE:	ISSUANCE DATE:	
04/02/06	01/07/10	
FORM BRC	 Director New Jersey Division of Revenue	
<small>This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.</small>		

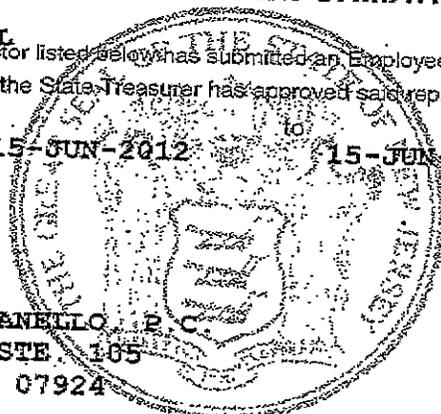
Certification 25054

CERTIFICATE OF EMPLOYEE INFORMATION REPORT

RENEWAL

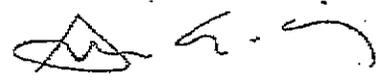
This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of

15-JUN-2012 to 15-JUN-2019



SHAIN, SCHAFER & RAFANELLO, P.C.
150 MORRISTOWN ROAD, STE. 105
BERNARDSVILLE NJ 07924




Andrew P. Sidamon-Eristoff
State Treasurer

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

City Clerk File No. Res. 15.255

Agenda No. 10.Z.4

Approved: APR 08 2015

TITLE:



RESOLUTION REAUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH DOMENICK CARMAGNOLA, ESQ. TO REPRESENT FORMER CHIEF OF POLICE ROBERT TROY AND OTHER MUNICIPAL EMPLOYEES IN THE MATTER OF ASTRIAB V. CITY OF JERSEY CITY, ET AL.

COUNCIL offered and moved adoption of the following resolution:

WHEREAS, the Municipal Council of the City of Jersey City approved Resolution 14-211 on March 26, 2014 authorizing a professional services agreement with Domenick Carmagnola, Esq. to represent former Chief of Police Robert Troy and several police officers and city officials named in complaints filed by various individuals alleging violation of their civil rights as well as a hostile work environment and gender discrimination; and

WHEREAS, plaintiffs are seeking to hold the police officers personally liable and because ethical rules governing the representation by municipal attorneys in some cases prohibit the Corporation Counsel from representing the City and individual police officers; and

WHEREAS, the City requires the services of Dominick Carmagnola, Esq. to represent former Chief of Police Robert Troy and other municipal employees in these matters; and

WHEREAS, the City of Jersey City maintains excess general liability insurance that includes payment of legal fees once the self-insured retainage amount has been reached in certain cases; and

WHEREAS, Domenick Carmagnola, Esq., 60 Washington Street, Morristown, New Jersey, is an attorney-at-law in the State of New Jersey and are qualified to perform these services and will provide these services at a rate of \$125,00, including expenses, for a total amount not to exceed \$40,000; and

WHEREAS, N.J.S.A. 19:44A-20.4 et seq. (Pay-to-Play) took effect on January 1, 2006; and

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

WHEREAS, the 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. (Play-to-Play Law); and

WHEREAS, Dominick Carmagnola, Esq. has submitted his Certification of Compliance with city's Contractor Pay-to-Play Reform Ordinance 08-128 adopted on September 3, 2008; and

WHEREAS, the agreement with Dominick Carmagnola of the law firm of Carmagnola and Ritardi needs to be renewed because one year has lapsed; and

WHEREAS, the resolution authorizing the award and the agreement itself must be available for public inspection.

WHEREAS, funds are available for the cost of these services in Account No.: 15-14-298-56-000-856; and

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

1. The agreement with Dominick Carmagnola of the law firm of Carmagnola and Ritardi is hereby reauthorized for one year, for a total amount to be increased by an additional \$40,000 for a total amount of \$115,000.
2. This contract shall be subject to the condition that the vendor provides satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et seq.

TITLE:

RESOLUTION REAUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH DOMENICK CARMAGNOLA, ESQ. TO REPRESENT FORMER CHIEF OF POLICE ROBERT TROY AND OTHER MUNICIPAL EMPLOYEES IN THE MATTER OF ASTRIAB V. CITY OF JERSEY CITY, ET AL.

3. This agreement is awarded without competitive bidding as a professional services agreement under the Local Public Contracts Law, N.J.S.A. 40a:11-1 et. seq.

4. A copy of this resolution will be published in a newspaper of general circulation in the City of Jersey City as required by law within (10) days of the adoption of the resolution.

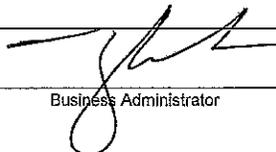
5. The Mayor or Business Administrator is hereby authorized to execute an agreement in substantially the form attached subject to such modification as the Corporation Counsel deems appropriate or necessary.

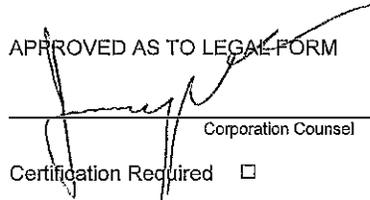
6. The Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance attached hereto and incorporated herein by reference shall be placed on file with this resolution.

I hereby certify that there are sufficient funds available in Account No.: 15-14-298-56-000-856 for payment of this resolution.


Matthew Hogan, Risk Manager

igp
3/31/15

APPROVED: 
Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel
Certification Required
Not Required

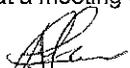
APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 4.8.15											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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


Rolando R. Lavarro, Jr., President of Council


Robert Byrne, City Clerk

RESOLUTION FACT SHEET - CONTRACT AWARD

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

Full Title of Ordinance/Resolution

RESOLUTION REAUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH DOMENICK CARMAGNOLA, ESQ. TO REPRESENT FORMER CHIEF OF POLICE ROBERT TROY AND OTHER MUNICIPAL EMPLOYEES IN THE MATTER OF ASTRIAB V. CITY OF JERSEY CITY, ET AL.

Project Manager

Department/Division	Law	Law
Name/Title	Jeremy Farrell	Corporation Counsel
Phone/email	201-547-4667	JFarrell@jcnj.org

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

Contract Purpose

Due to conflict of interests, the City of Jersey City was required to hire outside counsel to represent former Chief of Police Robert Troy and several police officers.

Cost (Identify all sources and amounts)

IFC

Contract term (include all proposed renewals)

One Year

Type of award

Direct/Open

If "Other Exception", enter type

Additional Information

I certify that all the facts presented herein are accurate.

Signature of Department Director

Date

AGREEMENT

This **Agreement** dated the _____ day of _____, 2015 between the **City of Jersey City**, a municipal corporation, with offices at 280 Grove Street, Jersey City, New Jersey 07302 ("City") and **Domenick Carmagnola, Esq. of Carmagnola & Ritardi** ("Special Counsel").

WITNESSTH, that in consideration of the mutual covenants set forth, the **City** and **Special Counsel** agree as follows:

Scope of Agreement

Special Counsel is hereby retained as an independent contractor to represent former Chief of Police Robert Troy in the matter of *John Astriab v. City of Jersey City, et al.* **Special Counsel** shall submit 60 day status reports to the Corporation Counsel with a complete analysis of legal issues, risk of liability and the likely number of depositions to be taken. **Special Counsel** shall provide a brief summary of each deposition upon completion.

Affidavit of Services

Special Counsel shall submit a monthly affidavit of services to the Corporation Counsel. The affidavit shall specify in detail the services rendered and the time spent on those services.

Consideration

A. For the above services, **Special Counsel** shall be compensated at the rate of \$125.00 per hour, including expenses. The total amount of this agreement shall not exceed \$40,000.

B. The **Special Counsel** shall provide a monthly statement for services rendered. The **Special Counsel** shall submit to the City administration no later than the tenth day of each

month an affidavit of services specifying the total number of hours worked/performed during the preceding month. All statements shall be supplemented by the City's voucher. Payment by the City shall be made promptly in accordance with its procedures.

C. **Special Counsel** shall report to the Corporation Counsel when he or she has billed 70% of total contract amount. **Special Counsel** shall not be paid for services unless prior approval by the Corporation Counsel once **Special Counsel** reaches the 100% threshold.

Billing Practices and Other Guidelines Procedures

Disbursements should be charged only on the basis of the actual direct out-of-pocket cost to the **Special Counsel** and billed with sufficient detail to permit assessment of their compliance with the following guidelines: (i) in the case of photocopying, the per page charge not to exceed fifteen cents (\$.15) per page; (ii) in the case of facsimile transmittal, the per page charge not to exceed one dollar and fifty cents (\$1.50) per page; and (iii) charges for mileage and parking shall not be charged to the City.

The City expects that the **Special Counsel** will need to obtain the services of third-parties such as court reporters, investigators, consultants, experts, title companies, appraisers, messenger services, etc., in order to carry out their assignments and will contract with those service providers upon the approval of the City. With the exception of the court reporters, **Special Counsel** shall notify the City of their engagement of all third-party service providers and obtain authorization for those services from the City. The **Special 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.

If the **Special Counsel** receives discounts from messenger services, title agencies, investigators or other categories of service provider, those discounts must be passed on to the City and noted on each invoice.

The City does not agree to pay for the following disbursements unless specifically approved in advance for any specific matter by the City.

- word processing;
- secretaries' overtime, proofreading, placing or organizing documents in files;
- meals;
- first class air or rail travel, chauffeur driven limousines;
- hotel accommodations; and
- charges for use of conference rooms or office space.

Should the services of one or more other persons with **Special Counsel's** firm be deemed necessary and approved, the City expects that an appropriate number of attorneys and paralegals at all practice levels will be available for assignment to its matters so that matters can be handled in the most efficient manner possible. Further, the City expects that tasks will be performed by the appropriate level attorney (partner or associates) or paralegal. If the **Special Counsel** decides to staff tasks such as document indexing or preparing deposition summaries with associates rather than paralegals without the City's prior permission, the City agrees to pay only at the rate for paralegals.

The City reserves the right to discuss with its outside counsel and approve the particular attorneys who will be assigned to work on each matter. The City also reserves the right to request the removal of any attorney from the City's assignments for any reason.

The City does not agree to pay for excessive in-office conferences between attorneys or attorneys and paralegals, or for administrative meetings with associates and paralegals.

The City does not agree to pay for time spent educating lawyers as a result of the transfer or work between attorneys within the law firm unless approved by the City in advance. A complete or substantially complete transfer of work from an attorney having significant responsibility on a matter to another attorney or attorneys must be approved by the City.

The City does not agree to pay for more than one attorney's attendance at meetings, depositions, conferences or hearings unless the City authorizes such attendance in advance.

Assignment

The services under this contract shall be performed exclusively by **Special Counsel** not by any other member of his firm. **Special Counsel** may assign work under this contract to another person within the firm only with the approval of the Corporation Counsel.

New Jersey Business Registration Requirements

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

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

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

intended for a contract with a contracting agency.

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

Special Provisions

The City reserves the right to terminate the within Agreement at any time for any reason whatsoever, in which event the **Special 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.

IN WITNESS WHEREOF, the parties hereto have set their hands and seal or caused these presents to be signed by their proper corporate officers and their proper corporate seal hereto affixed the day, month and year above written.

Affirmative Action Plan

- (A) If the contract exceeds \$9,200, it shall also be subject to the Affirmative Action amendments to the New Jersey Law Against Discrimination, N.J.S.A. 10:5-31 et seq.
- (B) This contract shall not become effective and special counsel shall provide no services under this contract until he or she has executed the following documents:
 - 1. A supplemental Affirmative Action agreement pursuant to N.J.S.A. 10:5-21 et seq.
 - 2. An Affirmative Action Employee Information Report (form AA-302) (for contracts which exceeds \$9,200).

These documents may be obtained from the department responsible for the administration of this contract. All of the terms and conditions are made part of this contract.

Attest:

City of Jersey City

Robert Byrne
City Clerk

Robert Kakoleski
Business Administrator

WITNESS:

Carmagnola & Ritardi, LLC

Domenick Carmagnola, Esq.

(REVISED 4/13)

EXHIBIT A
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)
N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

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

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

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

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

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

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

EXHIBIT A (Continuation)

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

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

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

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract_compliance)

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

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

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

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

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

Representative's Name/Title (Print): Domenick Carmagnola, Esq., Member

Representative's Signature: 

Name of Company: Carmagnola & Ritardi, LLC

Tel. No.: 973-267-4445

Date: 3-17-15

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, and the rules and regulations promulgated

and activities provided or made available by public entities, in providing any aid, benefit, or services on behalf of the

owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with

the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are

alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner

in any action or administrative proceeding commenced pursuant to 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, damages, or damages, or whatever kind or nature arising out of or related to any and all suits,

alleged services and any and all costs and other expenses arising from an 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 in law.

Representative's Name/Title/Print: Dromleck Carmagnola, Esq.
Representative's Signature: [Signature]
Name of Company: Carmagnola & Ritardi, LLC
Tel. No.: 973-267-4445
Date: 3-17-16

**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: CARMAGNOLA & RITARDI, LLC
 Address: 60 Washington St., Suite 300, Morristown, NJ 07960
 Telephone No.: 973-267-4445
 Contact Name: Domenick Carmagnola, Esq. (Member)

Please check applicable category:

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

Definitions

Minority Business Enterprise

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

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

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

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

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

Woman Business Enterprise

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

DIVISION OF PURCHASING COPY

**CERTIFICATION OF COMPLIANCE WITH THE CITY OF JERSEY CITY
CONTRACTOR PAY-TO-PLAY REFORM ORDINANCE 08-128 ADOPTED
ON SEPTEMBER 3, 2008**

PART I - Vendor Affirmation

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

Signed: [Signature] Title: Member

Print Name: Domenick Carmagnola Date: March 17, 2015

Subscribed and sworn before me
this 17th day of March, 2015.
My Commission expires:

[Signature]
(Affiant)

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

MICHELE E. SHAFFER
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires **9/2/2019**

**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 Colman

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 undesignated.

Check the box that represents the type of business entity:

- Partnership
 Corporation
 Sole Proprietorship
 Subchapter S Corporation
 Limited Partnership
 Limited Liability Corporation
 Limited Liability Partnership

Name of Stock or Shareholder	Home Address
Domenick Carmagnola	43 Cedar Lake East, Denville, NJ 07834
Steven F. Ritardi	One Cooper Rd., Mendham, NJ 07945

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: Carmagnola & Ritardi, LLC
 Signed: [Signature] Title: Member
 Print Name: Domenick Carmagnola Date: March 17, 2015

Subscribed and sworn before me this 17th day of March, 2015

My Commission expires: 9-2-2019

[Signature]
 (Affiant)

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

MICHELE E. SHAFFER
NOTARY PUBLIC OF NEW JERSEY
 My Commission Expires 9/2/2018

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT OF TREASURY/
DIVISION OF REVENUE
PO BOX 252
TRENTON, N.J. 08646-0252

TAXPAYER NAME:
CARMAGNOLA & RITARDI, L.L.C.

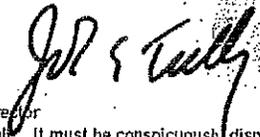
TRADE NAME:

ADDRESS:
60 WASHINGTON STREET
MORRISTOWN NJ 07960
EFFECTIVE DATE:

SEQUENCE NUMBER:
1162631

06/17/05

ISSUANCE DATE:
10/05/05



Director

FORM-BRC(08-01)

This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.

Certification: 25945

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-2013 to 15-AUG-2020

CARMAGNOLA & RITARDI, LLC
60 WASHINGTON STREET
MORRISTOWN NJ 07960



Andrew P. Sidamon-Eristoff
State Treasurer

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

City Clerk File No. Res. 15.256

Agenda No. 10.Z.5

Approved: APR 08 2015

TITLE:



PROCLAIMING APRIL 2015 AS Autism Awareness Month

Council as a whole, offered and moved adoption of the following resolution:

WHEREAS, autism was once thought to be a relatively rare disorder, affecting only one in 10,000 people. The prevalence of autism has increased tenfold in the last decade. Autism is a complex brain disorder that inhibits a person's ability to communicate and develop social relationships, and is often accompanied by behavioral challenges. Autism spectrum disorders are diagnosed in one in 150 children in the United States, affecting four times as many boys as girls; and

WHEREAS, there is no known cure for autism at this time. Early diagnosis, research, training, education and therapies are vital to reducing the effects of autism. Significant progress has been made in the last 30 years in the areas of research, medicine, diagnostic issues and therapies for autism, resulting in an improved quality of life for individuals living with autism and for their families. It is well documented that if individuals with autism receive treatment early in their lives, it often is possible for those individuals to lead significantly improved lives; and

WHEREAS, April is the national month designated to raise awareness on Autism as a growing global health crisis and stress the importance of early diagnosis and early intervention. It is also a celebration of the unique talents and skills of people with autism and another big step towards healing our world; and

NOW, THEREFORE BE IT RESOLVED, that the Municipal Council of the City of Jersey City does hereby proclaim April 2015 as Autism Awareness Month and urges all employees and residents to attend the Autism Awareness program in order to become better educated on the subject of autistic spectrum disorders.

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: _____

Business Administrator

Corporation Counsel

Certification Required

Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 4.8.15											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

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

City Clerk File No. Res. 15.257

Agenda No. 10.Z.6

Approved: APR 08 2015

TITLE:



RESOLUTION RECOGNIZING APRIL 18, 2015 AS CATHEDRAL ARTS FESTIVAL APPRECIATION DAY

Council as a whole, offered and moved adoption of the following resolution:

WHEREAS, for 25 years, the Cathedral Arts Festival has played a vital role in distinguishing Jersey City as a cultural and artistic hub; and

WHEREAS, this annual Festival brings together both promising and prominent artists with the diverse Grace Van Vorst Church community; and

WHEREAS, proceeds from the Cathedral Arts Festival go to support of Grace Church Van Vorst; and

WHEREAS, founded in 1847, Grace Church Van Vorst is the oldest Episcopal Church in Jersey City, and it's motto is Community...Diversity...Creativity; and

WHEREAS, Grace Van Vorst is home to Grace Community Services, an organization that vital services and programs for seniors, for homeless individuals and for many other community members in need; and

WHEREAS, this year's Cathedral Arts Festival will celebrate City Life; and will continue to celebrate the shared commitment to worship, the arts and community; and

NOW, THEREFORE, BE IT RESOLVED, that the Jersey City Municipal Council proclaims April 18, 2105 as

CATHEDRAL ARTS FESTIVAL APPRECIATION DAY

and urges the people of the Jersey City to observe it and join in this cultural celebration by attending this event and becoming a member of the open, inclusive Grace Church Van Vorst Community.

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: _____

Business Administrator

Corporation Counsel

Certification Required

Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 4 8 15											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

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

City Clerk File No. Res. 15.258

Agenda No. 10.Z.7

Approved: APR 08 2015

TITLE:



RESOLUTION AUTHORIZING THE BUSINESS ADMINISTRATOR TO EXECUTE A DISCHARGE OF MORTGAGE AFFECTING 294 PEARSALL AVENUE, A/K/A BLOCK 27901, LOT 30, F/K/A BLOCK 1260, LOT 11.1

COUNCIL
of the following resolution:

offered and moved adoption

WHEREAS, on May 17, 2007, Susan Schembre (Borrower) executed a mortgage in favor of the City of Jersey City (City) to secure the City's loan to her in the amount of \$5,000.00 made under the under the Senior Homeowner Rehabilitation Program (SHRP); and

WHEREAS, the loan self-amortizes over five (5) years provided the homeowner resides in the property and does not sell the property; and

WHEREAS, the mortgage affects property known as 294 Pearsall Avenue, Jersey City, also known as Block 27901, Lot 30, f/k/a Block 1260, Lot 11.1; and

WHEREAS, five (5) years have passed since the loan was made and the City is obligated to execute a Discharge of Mortgage to remove the mortgage from the public record.

NOW, THEREFORE, BE IT RESOLVED, that the Business Administrator is authorized to execute a Discharge of Mortgage in the amount of \$5,000.00 affecting 294 Pearsall Avenue, Jersey City, also known as Block 27901, Lot 30, f/k/a Block 1260, Lot 11.1.

APPROVED: _____

APPROVED: _____

Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel

Certification Required

Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 4.8.15											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMANN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

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

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING THE BUSINESS ADMINISTRATOR TO EXECUTE A DISCHARGE OF MORTGAGE AFFECTING 294 Pearsall AVE 07304 BLOCK- 1260 LOT 11.A

Initiator

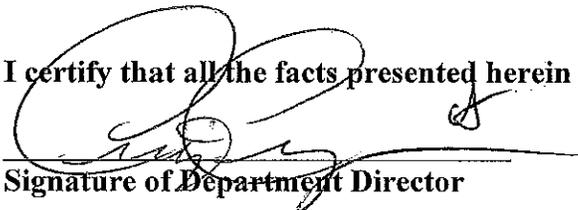
Department/Division	HEDC	Community Development
Name/Title	Carmen Gandulla	Director DCD (HORP)
Phone/email	201-547-5304	cgandulla@jcnj.org

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

Resolution Purpose

Grant: Homeowners Rehab Program (HORP) Discharge of a City Mortgage affecting 294 Pearsall Ave. Jersey City, NJ 07304

I certify that all the facts presented herein are accurate.


Signature of Department Director

3/19/15
Date

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

City Clerk File No. Res. 15.259

Agenda No. 10.Z.8

Approved: APR 08 2015



TITLE:

**RESOLUTION AUTHORIZING AN AGREEMENT
WITH SUNGARD PUBLIC SECTOR, INC. FOR THE SUPPORT
OF PROPRIETARY COMPUTER SOFTWARE**

COUNCIL offered and moved adoption of the following resolution:

WHEREAS, funds must be allocated for support/disaster recovery services for the City of Jersey City's (City) proprietary personnel/payroll computer software systems for the 2015 Calendar Fiscal Year; and

WHEREAS, **SUNGARD PUBLIC SECTOR, INC.** has agreed to provide these services in the manner specified by the Division of Information Technology; and

WHEREAS, **SUNGARD PUBLIC SECTOR, INC.** has agreed to provide the following data processing services to the City beginning January 1, 2015 and ending December 31, 2015; and

WHEREAS, the anticipated funding required for this contract is Twenty Four Hundred Sixteen Dollars and Thirty Eight Cents (\$2,416.38) per month, Twenty Eight Thousand Nine Hundred Ninety Six Dollars and Fifty Six Cents (\$28,996.56) per year of which Thirteen Thousand (\$13,000.00) will be encumbered from the temporary budget; 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 **\$13,000.00 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-20.5 (Pay-to-Play Law); and

WHEREAS, **SUNGARD PUBLIC SECTOR, INC.** has completed and submitted a Business Entity Disclosure Certification which certifies that **SUNGARD PUBLIC SECTOR, 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 **SUNGARD PUBLIC SECTOR, INC.** from making any reportable contributions during the term of the contract; and

WHEREAS, **SUNGARD PUBLIC SECTOR, INC.** has submitted a Chapter 271 Political Contribution Disclosure Certification at least 10 days prior to the award of this contract; and

WHEREAS, **SUNGARD PUBLIC SECTOR, INC.** has submitted its Certification of Compliance with the City's Contractor Pay-To-Play Ordinance 08-128 adopted on September 3, 2008; and

WHEREAS, Robert Magro, the City's Data Processing Coordinator, 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.

City Clerk File No. Res. 15.259
Agenda No. 10.2.8 APR 08 2015

TITLE:

**RESOLUTION AUTHORIZING AN AGREEMENT
WITH SUNGARD PUBLIC SECTOR, INC. FOR THE SUPPORT
OF PROPRIETARY COMPUTER SOFTWARE**

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City that the said proposal of the aforementioned **SUNGARD PUBLIC SECTOR, INC.** be accepted and that a contract be awarded to said company in the amount of **\$28,996.56**, and the City's Purchasing Agent is directed to have such a contract drawn up and executed.

BE IT FURTHER RESOLVED, that the term of the contract shall be one year effective as of January 1, 2015.

BE IT FURTHER RESOLVED, that upon certification by an official of 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.

BE IT FURTHER RESOLVED, 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.

BE IT FURTHER RESOLVED, that pursuant to N.J.A.C. 5:30-5.5(a) the continuation of this contract after the expenditure of funds encumbered in the 2015 Fiscal Year temporary budget shall be subject to the availability and appropriation of sufficient funds in the 2015 Fiscal Year permanent budget

BE IT FURTHER RESOLVED, this contract is awarded in accordance with N.J.S.A 40A:11-5 (1) (dd).

I, Donna Mauer (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. _____

Purchase Order No. 116695

EEO/AA Review _____

APPROVED: [Signature]
APPROVED: _____
Business Administrator

APPROVED AS TO LEGAL FORM
[Signature]
Corporation Counsel
Certification Required
Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 4.8.15											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			LAVARRO	✓		
KHEMRAJ	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			RIVERA	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

[Signature]
Rolando Lavarro, President of Council

[Signature]
Robert Byrne, City Clerk

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

City Clerk File No. Res. 15.260

Agenda No. 10.Z.9

Approved: APR 08 2015

TITLE:



RESOLUTION PROCLAIMING APRIL AS SEXUAL ASSAULT AWARENESS MONTH

COUNCIL offered and moved adoption of the following resolution:

WHEREAS, sexual assault is an intolerable violent crime with public health implications for every person in the City of Jersey City as a victim/survivor or as a family member, significant other, neighbor or co-worker of a victim/survivor; and

WHEREAS, no one person, organization, agency or community can eliminate sexual assault on their own we must work together to educate our entire population about what can be done to prevent sexual assault, support victim/survivors and their significant others, and increase support for agencies providing services to victim/survivors; and

WHEREAS, Hudson Speaks has led the way in the City of Jersey City in addressing sexual assault by providing 24-hour hotline services to victim/survivors and their significant others, responding to emergency calls, offering support and comfort to those impacted by sexual assault during medical exams, criminal proceedings, and empowering those impacted by sexual assault to chart their own course for healing; and

WHEREAS, ending sexual assault in the City of Jersey City must active public and private efforts to end sexual violence in collaboration with Hudson Speaks, including conversation about what sexual violence is, how to prevent it, how to help survivors connect with crucial counseling and other support services, and how every segment of our society can work together to better sexual violence; and

WHEREAS, staff and volunteers of sexual assault programs in the City of Jersey City work year round to encourage every person in the City of Jersey City to End Sexual Violence and to support survivors by providing prevention education and survivor empowerment information to school, churches, civic organizations, as well as medical, mental health, law enforcement, education, and criminal justice personnel regarding sexual assault issues; and

WHEREAS, Hudson Speaks has set an important example of how forging collaborative relationships between service agencies and organizations serves to improve the quality of service for those most profoundly and directly impacted by sexual violence, thus setting an important example for how the rest of the community might work together to speak out and find solutions to sexual violence; and

City Clerk File No. Res. 15.260

Agenda No. 10.2.9 APR 08 2015

TITLE:

WHEREAS, Hudson Speaks requests public support and assistance as it continues its efforts to bring real hope for freeing the City of Jersey City from the tragedy of sexual violence to create a future where all women, men and children can live free from violence and exploitation; and

NOW BE, THEREFORE BE IT RESOLVED, that Municipal Council of the City of Jersey City does hereby proclaim the month of April as Sexual Assault Awareness Month.

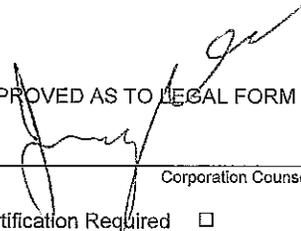
G:\WPDOCS\roneo\resolutions\sexual assault awareness month

APPROVED: _____



Business Administrator

APPROVED AS TO LEGAL FORM



Corporation Counsel

Certification Required

Not Required

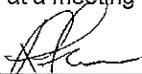
APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											4.8.15	
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	
GAJEWSKI	✓			YUN	✓			RIVERA	✓			
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓			
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓			

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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



Rolando R. Lavarro, Jr., President of Council



Robert Byrne, City Clerk