

13

RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS
COUNTY OF ESSEX

RESOLUTION NO. _____
PROPOSED BY: COUNTY EXECUTIVE

AUTHORITY FOR RESOLUTION: N.J.S.A. 40:41A-38(n)
AUTHORITY FOR ACTION: N.J.S.A. 40:41A-36(i)

SUBJECT: OFFICE OF COUNTY COUNSEL –PROFESSIONAL SERVICES AGREEMENT TO PROVIDE LEGAL SERVICES REGARDING THE MATTER OF ANTHONY CAPPEL v. COUNTY OF ESSEX, ET AL. - CIVIL ACTION NO. 2:22-cv-02226-JXN-ESK - OUTSIDE COUNSEL CONTRACT WITH CHIESA SHAHINIAN & GIANTOMASI IN AN AMOUNT NOT TO EXCEED \$40,000.00 – JANUARY 1, 2023 - DECEMBER 31, 2023.

WHEREAS, the County of Essex has a need for special outside counsel to provide legal services and/or legal representation regarding the in the matter of the Anthony Cappel v. County of Essex, et al., Civil Action Case No. 2:22-cv-02226-JXN-ESK representing Defendants (the “Legal Matter”); and

WHEREAS, the Office of the County Counsel through the Office of Purchasing has publicly advertised for a Request for Qualification for Legal Services for 2023 (the “Services”); and

WHEREAS, the Board of County Commissioners has approved the 2023 list of qualified firms for the performance of such Services which includes the firm of Chiesa Shahinian & Giantomasi, One Boland Drive, West Orange, New Jersey 07052; and

WHEREAS, it is recommended by the Office of County Counsel that a Contract for Services for the Legal Matter be awarded to Chiesa Shahinian & Giantomasi for the period January 1, 2023 through December 31, 2023, in an amount not to exceed \$40,000.00; and

WHEREAS, the Chief Financial Officer has certified the availability of funds to pay such contract, which certification is attached hereto; and

WHEREAS, said contract may be awarded without public bidding, as professional services in accordance with N.J.S.A. 40A:11-5(1) of the Local Public Contracts Law, on condition that a

resolution authorizing the contract for professional services without competitive bidding, and the contract itself, be made available for public inspection; and

WHEREAS, the Board of County Commissioners is empowered by N.J.S.A. 40:41A-38(n) to approve, by resolution, contracts presented by the County Executive;

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of the County of Essex as follows:

1. That the agreement with Chiesa Shahinian & Giantomasi, a copy of which is attached hereto, is approved;
2. That the contract is awarded without competitive bid as "Professional Services" in accordance with N.J.S.A.40A:11-5(1)(a) of Local Public Contracts Law because the services to be rendered are performed by persons authorized by law to practice a recognized profession which is regulated by law and the performance of which requires knowledge of an advanced type in a field of learning acquired by prolonged formal, specialized instruction;
3. That notice of this contract award be published by the Clerk of the Board of County Commissioners in accordance with the provisions of N.J.S.A. 40A:11-5(1);
4. That the Clerk of the Board forward two copies of said fully executed copies of said contract and this resolution to Jerome M. St. John, County Counsel; Julius N. Coltre, Director of Purchasing; and one copy to Chiesa Shahinian & Giantomasi, One Boland Drive, West Orange, NJ 07052.

Approved as to form and legality



Date 1/25/23

ESSEX COUNTY COUNSEL

RECORD OF VOTE (X=Vote N.V.=Abstention ABS=Absent)

Moved by Commissioner _____

Second by Commissioner _____

Commissioner	Yes	No	N.V.	ABS	Commissioner	Yes	No	N.V.	ABS
Cooper					Mercado				
Gill					Pomares, V.P.				
Graham					Richardson, Pres.				
Johnson					Sebold				
Luciano									

It is hereby certified that the foregoing Resolution was () adopted () defeated () tabled by roll call vote at a _____ meeting of the Board of County Commissioners of the County of Essex, New Jersey held on _____.

Is Publication Required () Yes () No

Date Published _____

Wayne L. Richardson, President

c:2023\ContractDirectory:ks



COUNTY OF ESSEX

DECISION MEMORANDUM

COUNTY EXECUTIVE

BOARD AGENDA ITEM

COUNTY ADMINISTRATOR

TO: Robert D. Jackson
County Administrator

County Counsel
DEPARTMENT: _____
DIVISION: _____

FROM: Jerome M. St. John
County Counsel *JMS*

DATE: January 25, 2023

RE: Professional Services Contract with Chiesa Shahinian & Giantomasi regarding legal services and/or legal representation in Anthony Cappel v. County of Essex, et al. - Civil Action Case No. 2:22-cv-02226-JXN-ESK

A. INTRODUCTION.

The County is in need for the services of outside counsel to provide legal services and/or legal representation regarding the assertion of claims related to the Law Against Discrimination lawsuit brought by Plaintiff in connection with the above captioned matter.

B. RECOMMENDATION.

The law firm of Chiesa Shahinian & Giantomasi is on the County's approved RFQ outside counsel list and was chosen to represent the County of Essex.

It is recommended that the Essex County Board of County Commissioners approve a contract renewal between the County of Essex and the law firm of Chiesa Shahinian & Giantomasi in the amount of \$40,000.00 for the period from January 1, 2023 through December 31, 2023.

C. REASON FOR RECOMMENDATION.

Because the provisions of the New Jersey Local Public Contracts Law, the retention of Chiesa Shahinian & Giantomasi is limited to one year. Since these services are still required by the County, a one year contract is necessary and appropriate.

JMSJ:ks
C:\CONTRACT\2023\Chiesa\Cappel\DM:KS



OFFICE OF ACCOUNTS AND CONTROL
HALL OF RECORDS, ROOM 542
NEWARK, NEW JERSEY 07102

CERTIFICATION OF FUNDS

Vendor Name Chiesa Shahinian & Giantomasi
Account Name Professional Services
Account # 01-201-20-155-100-028
Contract Period (If Applicable) 01/01/2023 12/31/2023
Purpose of Contract To provide Legal Services and/or Legal Representation regarding the matter of the Anthony Cappel vs. County of Essex, et al., Civil Action Case No. 2:22-cv-02226-JXN-ESK

40,000.00 Contract Amount

Funding

10,000.00 Temporary Budget Amount
Current Fund Budget Amount
30,000.00 Contingent Current Year Amount
Grant Funding
Capital Funding
Trust Funding
Contingent Subsequent Years

I, do hereby certify that the funding is legally appropriated per the above information for the purpose specified in the attached contract. Furthermore, it has been represented to me that the contracts have been processed in accordance with the applicable provisions of the Optional County Charter Law, the Essex County Administrative Code and the Essex County Standard Operating Policies and Procedures.

CM Date: 1/23/2023
Cert: 693


Ehab Salama
Chief Financial Officer

CONTRACT FOR PROFESSIONAL LEGAL SERVICES

This Agreement made the 1th day of January, 2023 between the **County of Essex**, a body politic and corporate of the State of New Jersey (hereinafter referred to as "County") and **Chiesa Shahinian & Giantomasi, One Boland Drive, West Orange, NJ 07052** (hereinafter referred to as "Counsel").

WHEREAS, the County is in need of the services of outside counsel to provide legal services and/or legal representation in the matter venued in the United States District Court, For the District of known as **Anthony Cappel v. County of Essex, Armando B. Fontoura, Individually and in his official capacity as Sheriff of Essex County; James Spango, Individually and in his official capacity of Chief of Essex County Sheriff's Office, John Goncalves, Individually and in his official capacity as Undersheriff of Essex County and John/Jane Does, 1-10, Civil Action Case No. 2:22-cv-02226-JXN-ESK** representing Defendants (hereinafter referred to as the "Legal Matter"); and

NOW, THEREFORE, it is agreed as follows:

1. **Services.** Counsel shall provide the County of Essex with legal representation in the above-referenced Legal Matter and perform in accordance with the terms and conditions set forth herein. The services to be provided are "professional services" within the meaning of N.J.S.A. 40A:11-5 (1) (a) (i).
2. **Term.** The term of this agreement shall be January 1, 2023 through December 31, 2023.
3. **Compensation.** The total contract price for this agreement, including reimbursement for expenses, shall not exceed a maximum of **\$40,000.00** without prior approval of the County of Essex Board of County Commissioners. Counsel will cease all activities on the within Legal Matter that have reached their contract limit and will not undertake any further representation without prior written approval of the Board of County Commissioners. County Counsel and the above named Counsel are aware that any work undertaken beyond the contracted amount, without prior approval, will be at Counsel's expense, and the County will not be liable therefor. Unless otherwise provided in this agreement, billing and payment shall be in accord with standard County procedure. Counsel shall be compensated for legal services billed in six minute increments at its customary hourly rates not to exceed one hundred fifty dollars (\$150.00) per hour. The rates for paralegals and law clerks shall not exceed seventy-five dollars (\$75.00) per hour billed in six minute increments. The County will not be charged for the time spent by Counsel preparing, reviewing, or discussing its bill(s) for or with the County. The County shall also not be charged for the time of Counsel's clerical staff. The County will not be charged for the firm's appearance at the required Essex County Board of County Commissioners' meeting approving their contract.
4. **Disbursements.** In addition to its fees, Counsel will be entitled to payment or reimbursement for reasonable out-of-pocket costs and expenses incurred hereunder on the County's behalf, provided, however, such reimbursements shall be included within the contract maximum amount. Payment for services rendered by third party providers such as expert witnesses, certified shorthand providers, transcripts, title company fees, expert witnesses, surveyors, arbitrators and mediators shall be advanced by Counsel and reimbursed and charged against the contract maximum amount as hereinabove provided.

5. **Estimates.** Although Counsel will, upon the County's request, furnish estimates of fees and costs that are anticipated, the parties understand that these estimates are by their nature inexact.

6. **In-House Costs.** The County shall not be charged for in-house costs for photocopies, telephone calls, e-mails, facsimiles, postage or overnight deliveries.

7. **Billing.** Fees and expenses will be billed monthly. The County shall not be obligated to pay fees and expenses not billed within sixty days of when incurred. The County is aware that pursuant to Court Rule 1:20A-6 it may dispute any of Counsel's invoices and initiate fee arbitration by immediately contacting the local Fee Committee secretary to request the appropriate forms.

8. **Severability of Provisions.** If any provision of this agreement or the application of any provision to any party or circumstance shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity without invalidating the remainder of the provisions of this agreement or the application of the provision to other parties or to other circumstances.

9. **Titles.** The titles to the paragraphs of this agreement are solely for the convenience of the parties and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this agreement.

10. **Waiver of breach.** The waiver by the County of any breach of any term or condition of this Agreement shall not be deemed to constitute the waiver of any other breach of the same or any other term or condition of this agreement.

11. **Choice of Law.** This agreement shall be construed, governed, and enforced in accordance with the laws of the State of New Jersey. Any action based upon the terms of this agreement shall be venued within the County of Essex.

12. **Discrimination.** The provisions of N.J.S.A. 10:2-1 through 10:2-4, inclusive, relating to discrimination in employment on public contracts, and the rules and regulations promulgated thereunder, are incorporated into the terms and conditions of Counsel's retention and made a part hereof.

13. **Conflicts.** The Supreme Court in In Re Supreme Court Advisory Committee Opinion on Professional Ethics Opinion No. 697, set forth the applicable standard on "conflicts" to which we agree to abide. See 188 N.J. 549 (2006)

14. **Incorporation.** The following documents are attached hereto and made a part hereof:

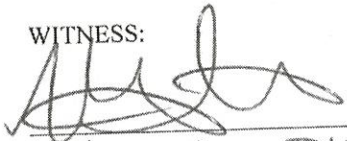
- Appendix A - Standard Terms and Conditions;
- Appendix B - Statement of Certain Political Contributions;
- Appendix C - Applicant/Proposer's Qualifications and Representations;
- Appendix D -- Affirmative Action Requirements; and
- Appendix E -- Proof of Business filed with the NJ Division of Taxation.

15. **Agreement.** Counsel's signature on this agreement, or if work has already begun the Counsel's failure to object to these terms promptly in writing, constitutes acceptance of the foregoing terms and conditions. This agreement constitutes the entire understanding concerning the County's engagement of Counsel, and cannot subsequently be modified except in a writing signed by authorized representatives of each party.

16. **Authorization Required.** Counsel is required to get prior written approval from the Office of County Counsel for all settlements of suit; motions to be filed; and depositions to be taken.

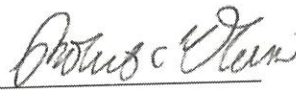
IN WITNESS WHEREOF, the parties have signed and sealed this agreement on the dates set forth below.

WITNESS:


(print) Murphy

DATE: Jun 10, 2023

CHIESA SHAHINIAN & GIANTOMASI

By: 

DATE: JUN 10, 2023

ATTEST:

DEBORAH DAVIS FORD, CLERK
ESSEX COUNTY BOARD OF
COUNTY COMMISSIONERS


DATE:

COUNTY OF ESSEX


By: JOSEPH N. DIVINCENZO, JR.
ESSEX COUNTY EXECUTIVE

DATE:

APPROVED AS TO FORM


JEROME M. ST. JOHN
ESSEX COUNTY COUNSEL
DATE: 1/25/23

STANDARD TERMS AND CONDITIONS

1. Insurance

Counsel shall maintain professional liability insurance of at least \$1,000,000.00 per occurrence.

2. Non-Discrimination

The parties to this agreement do hereby agree that the provisions of N.J.S.A. 10:2-1 through 10:2-4, dealing with discrimination in employment on public contracts, and the rules and regulations promulgated pursuant thereto, are hereby made a part of this agreement and are binding upon them.

3. Affirmative Action

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

Counsel, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The consultant will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Counsel 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;

Counsel, where applicable, will in all solicitations, or advertisements for employees placed by or on behalf of the Counsel, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation;

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

Counsel, where applicable, agrees to comply with the regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31, et seq. and P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.

Counsel agrees to attempt in good faith to employ minority and female workers consistent with the applicable county employment goals prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Division of Contract and Compliance & EEO pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time.

Counsel agrees to inform in writing appropriate recruitment agencies in the area, including 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, sex, affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

Counsel agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principals 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.

Counsel agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal Law and applicable Federal court decisions.

Counsel shall furnish such reports or other documents to the Division of Contract Compliance & EEO 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 Contract Compliance & EEO for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (N.J.A.C. 17:27).

4. Effective Date

This agreement shall not be effective and binding upon the parties unless and until it is executed by the Essex County Executive and approved by the Essex County Board of Chosen Freeholders by resolution. Upon such approval, this contract shall be retroactive to the date services are first provided by Counsel.

5. Governing Law

This agreement shall be construed, governed by, and interpreted in accordance with the laws of the State of New Jersey.

6. Representations

Counsel represent that all attorneys who will be providing services hereunder are duly licensed and that there are no disciplinary proceedings against anyone in the firm.

(This statement is part of the proposal packet)

Set forth name of County elected official, County political party and/or County official, political organization, or State political party to whom a political contribution of \$500.00 or more was made by proposers within five (5) years of the date hereof.

[illegible]

By: Protub C K
(Signature)

Name of Signatory: ROBERT C. MCGOWAN
(Print or Type) TREASURER

APPLICANT/PROPOSER'S QUALIFICATIONS AND REPRESENTATIONS

The Applicant/Proposer makes the following statements and representations as part of the proposal:

1. Applicant/Proposer (firm name or individual): Chiesa Shahinian & Giantomasi PC
2. Address: One Boland Drive
West Orange, NJ 07052
3. Federal Employer Identification Number: 22-2012591
4. How long have you been in business? Since 1972
5. How long at present address? 18 years
6. If incorporated, state date of incorporation and in what state incorporated and designate whether a Not-For-Profit corporation or other classification. (If not a domestic corporation, attach a copy of the Certificate of Authority issued by the Secretary of State of New Jersey pursuant to the General Corporation Law).

The firm was founded in 1972 and incorporated on October 1, 1973 in New Jersey. The firm is a professional corporation

7. List below names and addresses of all officers of the Corporation (attach additional sheet(s) if necessary):

<u>Name</u>	<u>Address</u>	<u>Title</u>
Jeffrey S. Chiesa	One Boland Drive, West Orange, NJ 07052	President
Armen Shahinian	One Boland Drive, West Orange, NJ 07052	Vice President
Francis J. Giantomasi	One Boland Drive, West Orange, NJ 07052	Vice President
Adam K. Derman	One Boland Drive, West Orange, NJ 07052	Secretary
Robert C. McGowan	One Boland Drive, West Orange, NJ 07052	Treasurer
Patricia K. Costello	One Boland Drive, West Orange, NJ 07052	Assistant Secretary

** Home addresses of officers have been withheld pursuant to Daniel's Law.

APPLICANT/PROPOSER'S QUALIFICATIONS AND REPRESENTATIONS

- 7a. List below the names and addresses of all members of the Board of Directors.

<u>Name</u>	<u>Address</u>	<u>Title</u>
Jeffrey S. Chiesa	One Boland Drive, West Orange, NJ 07052	Director
Francis J. Giantomasi	One Boland Drive, West Orange, NJ 07052	Director
Armen Shahinian	One Boland Drive, West Orange, NJ 07052	Director
Matthew E. Beck	One Boland Drive, West Orange, NJ 07052	Director
Danielle M. Corcione	One Boland Drive, West Orange, NJ 07052	Director

** Homes addresses of directors have been withheld pursuant to Daniel's Law.

- 7b. Complete the following as to any stockholder holding 10% or more of the issued and outstanding stock. If any stockholder is another corporation, attach a rider giving the answers to questions 1 through 7b with respect to that corporation.

<u>Name</u>	<u>Address</u>	<u># Shares Held</u>	<u>% Shares Issued</u>
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No stockholder owns 10% or more of the issued and outstanding stock of the firm.

- 7c. Has any corporation, partnership, association or individual, other than the stockholder(s) herein set forth, any beneficial interest, directly or indirectly in the stock held by said stockholders? Yes X No

If answer is "yes" state the name and address of the corporation, partnership association or individual having such beneficial interest and specify the nature of such interest. If such beneficial interest is held by a corporation, attach rider giving answers as required in questions 1 through 7b with respect to that corporation.

APPLICANT/PROPOSER'S QUALIFICATIONS AND REPRESENTATIONS

8. Are you a partnership? No.
If so, list names and addresses of all partner (attach additional sheet(s) if necessary).

9. If you are doing business under a trade name, give state and country in which certificate is filed.

N/A

10. Average number of employees: More than 300

11. Have you ever bid or submitted a proposal on County of Essex business under another name? Yes If the answer is yes, list below the name or names.

Wolff & Samson PC

12. Have you any outstanding bids or proposals for contracts with the County of Essex? No If the answer is yes, please list them.

Subject

Requesting Agency

APPLICANT/PROPOSER'S QUALIFICATIONS AND REPRESENTATIONS

13. Have you any current contract awards from the County? Yes
If the answer is yes, please list them including the amount of the award.

<u>Subject</u>	<u>Amount</u>	<u>Awarding Agency</u>
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Please see attached.

14. Describe any other contracts for professional services which you have entered into with the County of Essex within the past three (3) years beginning with the most recent to least recent (include agency or department name, brief description of the department contact person's name and telephone number). Applicant need not provide more than five (5) such descriptions. Attach additional sheet(s) as required.

Please see attached.

15. Bank references.

Bank	Contact	Telephone
Santander Bank	Jay Klatsky	(973) 232-8518
Investors Bank	John Celmer	(973) 738-7589

16. Statement of financial conditions (please attach most recent audit report or annual financial statement).

The firm is a privately-held corporation and does not have reviewed financial statements audited by outside accountants. We could provide you with a copy of the firm's internal balance sheet, as of December 31, 2022, upon request.

QUESTION 13: CURRENT CONTRACT AWARDS FROM THE COUNTY

Subject	Amount	Awarding Agency
County Real Estate Development Matters	Not to exceed \$60,000.	Essex County
Outside Legal Services	Amount determined for each specific project. Hourly rate of \$150/hour.	Essex County
Bond Counsel Services	Amount determined by specific project.	Essex County
Shai Carr v. County of Essex, et al.	Not to exceed: \$150,000 in 2022; \$75,000 in 2021.	Essex County

Please also note the following existing contracts to perform legal services, with the following County agencies or independent authorities:

Subject	Amount	Awarding Agency
Outside Legal Counsel	Hourly rate of \$150/hour.	Essex County Utilities Authority
Special Counsel for Newark Property Acquisition Project	Hourly rate of \$150/hour.	Essex County Improvement Authority
Outside Legal Counsel/Bond Counsel	Amount to be determined by specific project.	Essex County Improvement Authority

Please also note that **Michael J. Oliveira, Esq.**, who is an employee of Chiesa Shahinian & Giantomasi PC, is also employed by the Essex County Sheriff's Department as Chief Counsel.

QUESTION 14: ANY OTHER CONTRACTS WITH THE COUNTY WITHIN THE PAST (3) YEARS

Subject	Amount	Awarding Agency
Real Estate Closing for the Conveyance of Land to Kushner Companies	Not to exceed \$10,000 for this specific project.	Essex County
Real Estate Transaction in connection with the Purchase and Closing of the Essex County Police Academy	Not to exceed \$25,000 for this specific project.	Essex County
Real Estate Transactions in connection with the Lease for the Triangle Lot Parking Deck	Not to exceed \$25,000 for this specific project.	Essex County

APPLICANT/PROPOSER'S QUALIFICATIONS AND REPRESENTATIONS

17. That the Applicant/Proposer and each person signing on behalf of any Applicant/Proposer certifies, and in the case of a joint proposal, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his/her knowledge and belief:
 - (a) The prices in the proposal have been arrived at independently without collusion, consultation, communication, or agreement for the purpose of restricting competition as to any matter relating to such prices with any other proposer or with any competitor;
 - (b) Unless otherwise required by law, the prices which have been quoted in the proposal have not been knowingly disclosed by the Applicant/Proposer and will not knowingly be disclosed by the Applicant/Proposer prior to opening, directly or indirectly, to any other Applicant/Proposer or to any competitor;
 - (c) No attempt has made or will be made by the Applicant/Proposer to induce any other person, partnership or corporation to submit or not to submit a proposal for the purpose of restricting competition;
 - (d) That no freeholder or other officer or employee or person whose salary is payable in whole or in part from the County Treasury is directly or indirectly interested in the proposal, or in the supplies, materials, equipment, work, or labor to which it relates, or in any of the profits thereof; and
 - (e) That said Applicant/Proposer is not in arrears to the County of Essex upon any debt or contract, and is not a defaulter, as surety or otherwise, upon any obligation to the County of Essex, and has not been declared not responsible, or disqualified, by any agency of the County of Essex or State of New Jersey. Nor is there any proceeding pending relating to the responsibility or qualification of the Applicant/Proposer to receive public contracts except: (if none, Applicant/Proposer will insert "none").
18. That the Applicant/Proposer, if an individual, is of lawful age; that the Applicant/Proposer is the only one interested in this proposal; and that no person, firm or corporation other than that named has any interest in the proposal, or in the contract proposed to be taken.

APPLICANT/PROPOSER'S QUALIFICATIONS AND REPRESENTATIONS

19. That the Applicant/Proposer fully understands and submits its proposal with the specific knowledge that:
 - (a) All proposals must be approved by the County of Essex; and
 - (b) In the event Applicant/Proposer's proposal is accepted and receives all necessary approvals, the proposal will be incorporated into a contract containing provisions provided by the County of Essex, and that the resultant contract must be approved as to form by the County Counsel of the County of Essex, approved by the Board of Chosen Freeholders of the County of Essex.
20. That the Applicant/Proposer certifies that it is duly licensed to do business in the State of New Jersey and agrees to obtain all necessary permits and/or licenses required by law or regulation for the performance of any contract awarded and to obtain necessary insurance coverage as directed by the County of Essex.
21. That the Applicant/Proposer will not alter the personnel assignments shown in the proposal without the written consent of the County.

APPLICANT/PROPOSER'S QUALIFICATIONS AND REPRESENTATIONS

The following affidavit must be subscribed and sworn to before a Notary Public or Commissioner of Deeds. (If the applicant is an individual he must be the subscriber; if applicant is a partnership, one of the partners must be the subscriber; if applicant is a corporation, the affidavit must be subscribed by an officer of the corporation who must state what office he holds).

STATE OF NEW JERSEY :
COUNTY OF Essex : SS:

AFFIDAVIT

The undersigned hereby certifies to the truth and accuracy of all statements, answers and data contained in this proposal and application, and hereby authorizes the County of Essex to make any necessary examination or inquiry in order to make a determination as to his qualifications and responsibility. The undersigned has examined all parts of the Request for Proposal and understands that it is completely discretionary with the County officials whether to accept, reject, or negotiate its proposal submitted pursuant thereto.

George M. Tamm
Signature of Applicant

TREASURER

Title

Sworn to before me this

10 day of January
2023.

(Seal) Notary Public or Commissioner of Deeds

MURPHY M MCDANIEL
A Notary Public of New Jersey
My Commission Expires November 25, 2025

DISCLOSURE STATEMENT

The attention of prospective vendors is drawn to the provisions of the Local Government Ethics Law (N.J.S.A. 40A:9-22-1, et seq.) which prohibits a County Officer or employee or member of his/her immediate family from having an interest in a business organization or engaging in any business transaction, or professional activity which is in substantial conflict with the proper discharge of his/her duties in the public interest.

In furtherance thereof, every vendor must disclose below, being an Essex County officer or employee or whether an immediate family member is an Essex County officer or employee. If the vendor is a business organization, then disclosure shall be made with respect to anyone having an interest in the business and their immediate family members.

Please answer the following:

Is the vendor or a member of the vendor's immediate family, or anyone having an interest in the vendor's business organization including their immediate family members, an officer or employee of Essex County?

NO X YES

S. Robert C. McQuinn

* President, Vice President or Signature of
Authorized Representative

ROBERT C. MCQUINN

Print Name

TREASURER

Title

If yes, provide the name of the individual and identify the position held, below, and notify in writing the Office of County Counsel, Hall of Records, 465 Dr. Martin Luther King, Jr. Blvd., Room 535, Newark, NJ 07102. (Attach a copy of the correspondence to this form).

NOTE: All terms used herein are to be construed in accordance with their meaning under the Local Government Ethics Law, cited above.

AMERICANS WITH DISABILITIES ACT

EQUAL OPPORTUNITY FOR INDIVIDUALS WITH DISABILITIES

The contractor and the County of Essex, (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 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 this Agreement or otherwise at law.

S/

Robert C. McGowan

President, Vice President or Signature of Authorized Representative

ROBERT C. MCGOWAN

Print Name

Treasurer

Title

JAN 10, 2023

Date

Certification 14153

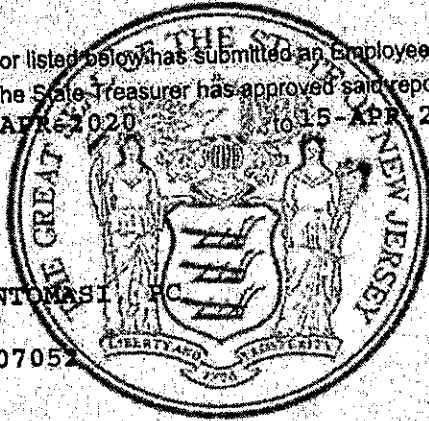
CERTIFICATE OF EMPLOYEE INFORMATION REPORT

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-APR-2020 to 15-APR-2023

CHIESA SHAHINIAN & GIANOMASI, PC
ONE BOLAND DRIVE
WEST ORANGE

NJ 07052



Elizabeth Maher Muoio

ELIZABETH MAHER MUOIO
State Treasurer

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT OF TREASURY/
DIVISION OF REVENUE
PO BOX 252
TRENTON, N.J. 08646-0252

TAXPAYER NAME:

CHIESA SHAHINIAN & GIANTOMASI PC.

ADDRESS:

1 BOLAND DRIVE
WEST ORANGE NJ 07052-3686

EFFECTIVE DATE:

03/21/94

TRADE NAME:

SEQUENCE NUMBER:

0065978

ISSUANCE DATE:

06/04/15

James J. Quinonez
Director
New Jersey Division of Revenue

FORM-BRC

This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.