

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

File No. Res. 21-455  
Agenda No. 10.28  
Approved: Jun 16 2021



## RESOLUTION AUTHORIZING THE AWARD OF AN OPEN – END CONTRACT TO UNITED SALES USA CORPORATION FOR CUSTODIAL SUPPLIES FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF RECYCLING AND ENFORCEMENT.

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

WHEREAS, the City of Jersey City advertised for the receipt of bids on December 8, 2020 for the Supply and Delivery of Custodial Supplies for the Department of Public Works, Division of Recycling and Custodial Services; and

WHEREAS, this contract was bid as a one-year (1) open-end contract, the minimum and maximum quantities for eight (8) items as contained in the bid specifications and the unit cost prices are set forth in the bidder's proposal; and

WHEREAS, the City received three bids;

1. United Sales USA Corp. (Responsive) BID ON ALL ITEMS
2. Central Poly-Bag Corp. (non-responsive) did not bid on all items
3. Appco Paper & Plastic Corp (non-responsive) did not bid on all items; and

WHEREAS, the bid spec advised bidders that if they did not submit bids for all items then their bids would be rejected because they are non-responsive to the bid spec; and

WHEREAS, United Sales USA Corporation submitted the responsive bid in the amount of \$97,089.55; and

WHEREAS, the Purchasing Agent certified that she considers the bid submitted by United Sales USA Corporation to be fair and reasonable; and

WHEREAS, the sum of five thousand \$5,000.00 is available in Operating Account No. 01-201-26-291-206, PO# 141313;

WHEREAS, the balance of the contract funds will be made available as orders are placed.

NOW, THEREFORE, be it resolved by the Municipal Council of the City of Jersey City that:

1. The Mayor or Business Administrator is authorized to execute an agreement with United Sales USA Corporation for the Department of Public Works, Division of Recycling and Custodial Services;
2. This contract is awarded as a one-year (1) open-end contract. The City reserves the right to extend the contract for up to two (2) additional one year terms pursuant to specifications and bids thereon;
3. The minimum and maximum quantities for eight (8) items are as contained in Bid Specifications and the unit cost prices are set forth in the bidder's proposal;
4. The Chief Financial Officer shall prepare and execute certificates of available funds as orders are made during the term of the contract;
5. Upon certification by an official or employee of the City authorized to attest that the contractor has complied with specifications in all respects, and the requirements of the contract met, then payment to the contractor shall be made in accordance with the provisions of the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et seq.; and
6. The award of this contract shall be subject to the condition that the contractor provide satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et seq.

resolution authorizing the award of an open – end contract to united sales usa corporation for custodial supplies for the department of public works, division of recycling and enforcement.

I, Elizabeth Castillo, Chief Financial Officer, hereby certify that there are sufficient funds for the payment of this resolution in the amount of \$\$5,000.00, in account number 01-201-26-291-206; PO# 141313.

APPROVED AS TO LEGAL FORM

Business Administrator

Corporation Counsel

Certification Required

RECORD OF COUNCIL VOTE – Jun 16														8-0-1	
	AYE	NAY	N.V.	Absent		AYE	NAY	N.V.	Absent		AYE	NAY	N.V.	Absent	N.V. – (Abstain)
RIDLEY	✓				SALEH	✓				LAVARRO			✓		
PRINZ-AREY	✓				SOLOMON	✓				RIVERA	✓				
BOGGIANO	✓				ROBINSON	✓				WATTERMAN, PRES	✓				

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

Joyce E. Watterman, President of Council

Sean J. Gallagher, City Clerk

**resolution authorizing the award of an open – end contract to united sales usa corporation for custodial supplies for the department of public works, division of recycling and enforcement.**

**RESOLUTION FACT SHEET -**

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

**Project Manager**

Sonia Dublin, DPW	201-547-4745	dublins@jcnj.org
Division	Office of the Director of Public Works	

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 1:00 p.m.)

**Purpose**

- To provide custodial supplies. - Public Bid, open-end contract. - For 8 items, (see attached list).

**Contract term (include all)**

6/17/21 to 6/16/22 with two (2) renewal options.

**Type of award:**

PUBLIC BID

**ATTACHMENTS:**

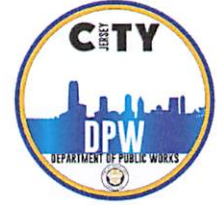
[UNITED SALES](#)

Approved by	Status:
Silendra Baijnauth, Principal Fiscal Analyst, CPWM	Approved - Jun 01 2021
Walter Kierce, Director OEMHS	None
John McKinney, Attorney	None
Peter Baker, Corporation Counsel	None
Amy Forman, Attorney	None
Nick Strasser, Attorney	None
Norma Garcia, Attorney	None
Ray Reddington, Attorney	Approved - Jun 03 2021
Jeremy Jacobsen, Attorney	None
Sapana Shah, Attorney	None
Elizabeth Barna, Assistant Corporation Counsel	None
Jeana Abuan, Public Agency Compliance Officer	Approved - Jun 03 2021
Soraya Hebron, Diversity and Inclusion	Approved - Jun 03 2021
Raquel Tosado, Assistant Purchasing Agent	None
Patricia Vega, Assistant Purchasing Agent	Approved - Jun 04 2021
Patrice Lambert, Purchasing	None
Kyle Greaves, Budget	Approved - Jun 04 2021
John Metro, Acting Business Administrator	Approved - Jun 09 2021



**CITY OF JERSEY CITY  
DEPARTMENT OF PUBLIC WORKS**

13-15 LINDEN AVENUE, EAST | JERSEY CITY, NJ 07305  
P: 201 547 4400 | F: 201 369 7252



**STEVEN M. FULOP**  
MAYOR OF JERSEY CITY

**W. GREG KIERCE**  
ACTING DIRECTOR

**Date:** May 27, 2021  
**To:** Raquel Tosado, Purchasing Director, QPA  
**From:** Walter Kierce, Acting DPW Director  
**Subject :** **Recommendation Letter ( Custodial Supplies )**

Please be advised, three (3) bids were received on December 8, 2020 for custodial supplies. After reviewing the bid proposals, the Department of Public Works has decided to recommend that the contract be awarded to the vendor listed below:

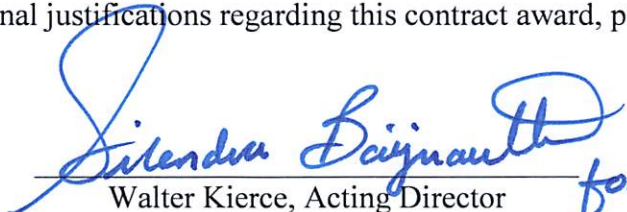
- (I) **Central Poly-Bag Corp** \$82,350.00 ( did not bid on 5 items ) - REJECTED
- (II) **Appco Paper & Plastic Corp** \$88,537.50 ( did not bid on 2 items ) - REJECTED
- (III) **United Sales USA Corp** \$97,089.55 ( bid on all items )

\*\*\*\* The note on page 12 of the bid specification advised bidders that if they did not submit bids for all items, then their bids would be rejected because they are non-responsive to the bid specification.

<u>VENDOR NAME</u>	<u>REQUISTION #</u>	<u>ACCOUNT #</u>	<u>CONTRACT AMOUNT</u>	<u>TEMP. ENCUMBRANCY</u>
<b>UNITED SALES USA CORP.</b>	<b>0197301</b>	<b>01-201-26-291-206</b>	<b>\$97,089.55</b>	<b>\$5,000.00</b>

Please proceed and utilize the following requisition listed above. Kindly draft the awarding resolution for the **June 16<sup>th</sup> Council meeting.**

Should you have any questions or need any additional justifications regarding this contract award, please do not hesitate to call my office at X 4400/01.

  
 \_\_\_\_\_  
 Walter Kierce, Acting Director *for:*

WK/sb

Cc:

Kyle Greaves, Budget Director  
Douglas Carlucci, Buildings Director  
Sonia Dublin, Recycling and Custodial Services  
Zakia Gregory, Fiscal Office  
Nicole Liebhart, Fiscal Office  
Patricia Vega, Asst. Purchasing Agent  
Paola Campbell, Purchasing Assistant  
Joseph Martinez, Recycling and Custodial Services

<b>Requisition #</b>
<b>0197301</b>

# CITY OF JERSEY CITY

394 CENTRAL AVE.  
3RD FLOOR  
JERSEY CITY NJ 07307

<b>Assigned PO #</b>

## Requisition

**Vendor**  
UNITED SALES USA CORP.  
185 30TH STREET  
BROOKLYN NY 11232

**Dept. Bill To**  
BUILDING & STREET MAINTENANCE  
13-15 LINDEN AVENUE EAST  
JERSEY CITY NJ 07305

**Dept. Ship To**  
BUILDING & STREET MAINTENANCE  
13-15 LINDEN AVENUE EAST  
JERSEY CITY NJ 07305

UN562521

**Contact Info**  
Sonia Dublin  
2015474745

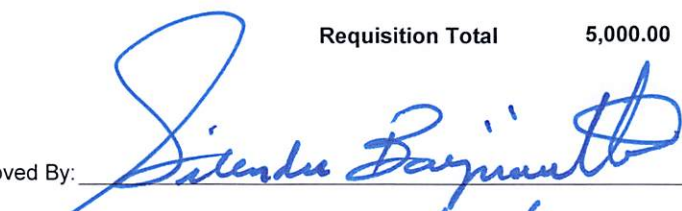
Quantity	UOM	Description	Account	Unit Price	Total
1.00	ENC	ENCUMBRANCY FOR: VARIOUS CUSTODIAL SUPPLIES - OPEN END CONTRACT VIA PUBLIC BID CONTRACT AMOUNT =\$97,089.55 TEMPORARY ENCUMBRANCY =\$5,000.00	01-201-26-291-206	5,000.00	5,000.00

\*\*\*\* THE CITY HAVE THE OPTIONS TO RENEW THE  
CONTRACT FOR UP TO TWO (2) ADDITIONAL ONE (1) YEAR  
TERMS

PARTIAL PAYMENT VOUCHERS

Requisition Total 5,000.00

Req. Date: 05/27/2021  
Requested By: BAIJNAUTHS  
Buyer Id:

Approved By:   
05/27/21

This Is Not A Purchase Order

**BID PROPOSAL/DOCUMENTS**

**CUSTODIAL SUPPLIES SPECIFICATIONS  
DPW/DIVISION OF BUILDINGS & STREET MAINTENANCE**

**This contract will be awarded as an open-end contract for a term of one year.  
The minimum and the maximum quantities for each item or as stated below.**

**\*\*\*Vendor must bid on the maximum number in column B\*\*\***

<u>A</u> <u>ITEM</u>	<u>B</u> <u>QUANTITY</u> <u>MINIMUM &amp;</u> <u>MAXIMUM</u>	<u>C</u> <u>DESCRIPTION</u>	<u>D</u> <u>UNIT</u> <u>AMOUNT</u>	<u>EXTENDED</u> <u>AMOUNT</u>  (D X B)
1	0 - 1,300 cases	Roll Toilet Paper ( 2 ply 500 sheets per roll), 96 rolls per case	\$ 29.25	\$ 32,825
2	0 - 1,300 cases	Universal Hard Roll paper towels - 8 inch roll, 8 inch X 425 Ft: (12 rolls per case)	\$ 13.85	\$ 18,005
3	0 - 300 cases	C-Fold Towels - Natural White 10 1/4 X 13 sheet size, 150 per pk; 16 pkg per case	\$ 12	\$ 3,600
4	0 - 300 cases.	Facial Tissue - Flat Box-150 Tissues, 30 per case	\$ 12	\$ 3,600
5	0- 300 cases	Bleach - 3 per case	\$ 7.64	\$ 2,292
6	0- 300 cases	Pine sol - 3 per case	\$ 26.45	\$ 7,935
7	0- 300 Cases	Spray nine- 6 per case	\$ 56.11	\$ 16,832.55
8	0- 300 cases	Mop heads	\$ 40	\$ 12,000

Note: This contract will be awarded as an open-end contract. The minimum and maximum quantities for each item are as stated. If zero is the minimum, the City is not obligated to order any quantities of that item during the contract term. If a specific number is stated for a minimum, then the City is obligated to purchase whatever that quantity is. Regardless of what the minimum quantity is set at, the vendor is still required to fill any order that the City places during the contract term until the maximum quantity is reached.

**GRAND TOTAL PRICE ITEMS 1 THROUGH 8**

The City will use the grand total price calculated by using the maximum quantities stated for items 1 through 8.

The supplier shall be paid based on quantities used, however, it shall not exceed the maximum quantity without the prior issuance of a change order.

Ninety - Seven Thousand, \$ 97,089.55  
(In Writing) Eighty-Nine Dollars (In Figures)  
and Fifty-five cents.

The contract will be awarded based on the grand total amount for Items 1 through 8. If the grand total price is found to have been incorrectly computed, changes will be made in any and all unit prices so as to attain conformity with the grand total price before the award is made.

Pursuant to N.J.S.A. 40A:11-15, the City shall have options to renew the contract for up to two additional one year terms. The City shall notify the vendor whether or not it will be renewing the contract 45 days before the expiration date of the contract. If the City exercises its option to renew the contract, the vendor must accept the contract renewal. The renewal contract price shall be based upon the price of the original contract as cumulatively adjusted pursuant to any previous adjustment or extension and shall not exceed the change in the Index Rate for the twelve (12) months preceding the most recent quarterly calculation available at the time that the contract is renewed. The Index Rate means the rate of annual percentage increase, rounded to the nearest half-percent, in the Implicit Price Deflator for State and Local Government Purchase of Goods and Services, computed and Published quarterly by the United States Department of Commerce, Bureau of Economic Analysis.



**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/Public Agency Compliance Officer/  
Acting Director  
Department of Administration  
Office of Tax Abatement & Compliance  
13-15 Linden Avenue, 2<sup>nd</sup> Floor  
Jersey City NJ 07305  
Tel. # 201-547-4538  
E-Mail Address: [abuanj@jcnj.org](mailto:abuanj@jcnj.org)**



**CITY OF JERSEY CITY  
DEPARTMENT OF BUSINESS ADMINISTRATION  
OFFICE OF DIVERSITY AND INCLUSION**



**SUPPLIER DIVERSITY BIDDER QUESTIONNAIRE**

The City of Jersey City is committed to ensuring that its utilization of vendors reflects the diversity of its community. Please complete this form to assist us with monitoring our supplier diversity performance.

**Business Name:** United Sales USA Corp  
**Address:** 185 30 street, Brooklyn NY, 11232  
**Phone:** 718 709 5900 x231  
**Email:** bids@unitedsalesusa.com  
**Contact Name:** Pinny Ziegler

Please indicate if your business qualifies as any of the following: (See definitions for clarification)

- Minority Owned
- Woman Owned
- Veteran Owned
- Disability Owned
- Lesbian, Gay, Bisexual, Transgender Owned
- None

Please indicate if your business is currently certified by an authorized certifying body as any of the following:

- Minority Business Enterprise
- Woman Business Enterprise
- Veteran Business Enterprise
- Disability Owned Business Enterprise
- Lesbian, Gay, Bisexual, Transgender Business Enterprise
- Disadvantaged Business Enterprise
- Small Business Enterprise
- None

**THE CITY OF JERSEY CITY IS AN AFFIRMATIVE ACTION & EQUAL OPPORTUNITY EMPLOYER AND COMPLIES WITH ALL LOCAL, STATE AND FEDERAL LAWS AND REGULATIONS IN EMPLOYMENT AND CONTRACTING.**

(REVISED 4/10)

**EXHIBIT A**  
**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**  
**N.J.S.A. 10:5-31 et seq. (PL. 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,

**EXHIBIT A (Continuation)**

affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

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

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

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

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at [www.state.nj.us/treasury/contract/compliance](http://www.state.nj.us/treasury/contract/compliance))

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

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

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

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

Representative's Name/Title (Print): Pinny Ziegler - Bid Director  
Representative's Signature: [Signature] Date: 12/01/20  
Name of Company: United Sales USA Corp Tel/Cell#: 718 709 5900 x 231

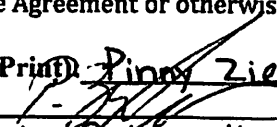
**APPENDIX A**  
**AMERICANS WITH DISABILITIES ACT OF 1990**  
**Equal Opportunity for Individuals with Disability**

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. S121 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.

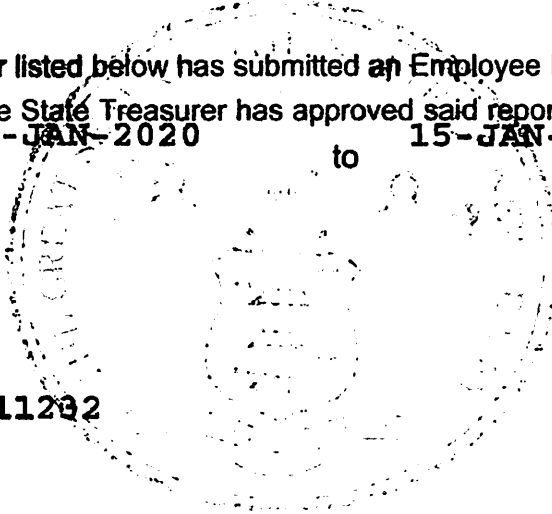
Representative's Name/Title (Print): Penny Ziegler - Bid Director  
Representative's Signature:   
Name of Company: United Sales USA Corp  
Tel. No.: 718-709-5900 Date: 12/1/20

Certification 50005

**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-2020~~ to ~~15-JAN-2027~~

**UNITED SALES USA CORP**  
**185 30TH STREET**  
**BROOKLYN NY 11232**



*Elizabeth Maher Muoio*

**ELIZABETH MAHER MUOIO**  
**State Treasurer**

STATE OF NEW JERSEY  
BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT OF TREASURY  
DIVISION OF REVENUE  
PO BOX 282  
TRENTON, NJ 08646-0282

TAXPAYER NAME:  
UNITED SALES USA CORP

TRADE NAME:

ADDRESS:  
250 44TH ST  
BROOKLYN NY 11232

SEQUENCE NUMBER:  
504380

EFFECTIVE DATE:  
08/05/09

ISSUANCE DATE:  
08/05/09

*James J. [Signature]*  
Director  
New Jersey Division of Revenue

FORM BRC

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

