



Township Council
1 Municipal Plaza
Bloomfield, NJ 07003

Louise M. Palagano
Municipal Clerk

<http://www.bloomfieldtwpnj.com>

Meeting: 09/09/19 07:00 PM

309

2019 RESOLUTION AWARD OF CONTRACT

RESOLUTION: AUTHORIZING DANIEL DINER TO CONDUCT AN ONLINE AUCTION FOR TOWNSHIP STREET SIGNS

WHEREAS, the Township has undertaken a street sign replacement program throughout the Township, and it will no longer have a use for the old signs; and

WHEREAS, Daniel Diner has submitted a proposal to act as the Township's Ebay Street Sign Auction Consultant, wherein he will receive 6% of the total profit received from the auction for his services.

* * * * *

Approved as to form and procedure on basis of facts set forth.

Director of Law-Township Attorney

I do hereby certify that the funding will be 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 New Jersey Local Public Contract Law and the Code of the Township of Bloomfield.

Chief Financial Officer

I hereby certify that the above resolution was duly adopted by the Mayor and Council of the Township of Bloomfield at a meeting of said Township Council held on September 09, 2019.

Municipal Clerk of the Township of Bloomfield

Mayor of the Township of Bloomfield

✓ Vote Record – Resolution						
		Yes/Aye	No/Nay	Abstain	Absent	
<input type="checkbox"/> Adopt	Jenny Mundell	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/> Deny	Nicholas Joanow	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/> Withdrawn	Sarah Cruz	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/> Table						
<input type="checkbox"/> Not Discussed						

<input type="checkbox"/> First Reading	Wartyna Davis	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Table with no Vote	Ted Gamble	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Approve	Richard Rockwell	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Veto by Mayor	Michael J. Venezia	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Discussion					
<input type="checkbox"/> Defeated					
<input type="checkbox"/> Discussion No Vote					

AGREEMENT BETWEEN THE TOWNSHIP OF BLOOMFIELD AND DANIEL DINER TO BE THE PROJECT MANAGER FOR THE SIGN AUCTION WITHIN THE TOWNSHIP OF BLOOMFIELD

THIS AGREEMENT (this "Consultant Agreement") is entered this 2 day of October, 2019, by and between the TOWNSHIP OF BLOOMFIELD (the "Township"), in the County of Essex, State of New Jersey, the Township having its offices at 1 Municipal Plaza, Bloomfield, New Jersey 07003, and Daniel Diner located at 64 Pitt Street, Fl 2, Bloomfield, New Jersey 07003.

WITNESSETH

WHEREAS, the Township of Bloomfield needs the services for a project manager to hold a sign auction; and

WHEREAS, the Township desires to make this award under the provisions *N.J.S.A. 19:44A-20.5*, as a non-fair and open contract; and

WHEREAS, the Township Administrator has determined that the value of these services will not exceed \$20,000.00; and

WHEREAS, Daniel Diner, has completed and submitted the attached Business Entity Disclosure Certification which certifies that they have not made any reportable contributions to a political or candidate committee in the Township of Bloomfield in the previous one year, and that the contract will prohibit Daniel Diner from making any reportable contributions through the duration of this contract; and

WHEREAS, Daniel Diner will receive 6% of the gross revenue of the total sale; and

WHEREAS, as part of this agreement the services will include, but not be limited to, photographing, cataloguing, creation of listings for every sign that is put up for auction cooperation with the Township representatives through the process, and ensuring that Township objectives are

met. Notice will be provided through, but not limited to, Township Facebook, Instagram, Twitter; creation of printed leaflets for the auction at no additional cost to the town, to be distributed amongst businesses and town buildings assuring maximal awareness and participation from the public for the auction; Daniel Diner understands he is undertaking the administrative duties of the online auction, remaining available to answer customer questions or to resolve any issues; working with the Township to hold a 2-day period of customer pickup; collaborating with the town to offer shipping costs and options for customers to pick up there signs within a 2 day allotted time period, and if necessary offer to organize a second, smaller action for unsold signs.

This Agreement shall be governed by and construed according to the laws of the State of New Jersey.

This is the entire contract between the parties. All previous communications between the parties, either oral or written, not contained herein are hereby withdrawn and annulled.

This Agreement may be modified only by a writing executed by the parties hereto.

This Agreement shall be binding upon and inure to the benefit of the parties hereto, and their respective heirs, personal representatives, successors and assigns in interest hereunder.

This Agreement may be signed in one or more counterparts (or with counterpart signature pages) which, taken together, shall constitute a fully executed Agreement and shall be considered a single document.

The language of all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against any of the parties. Should any provision of this Agreement be declared or be determined by any court to be illegal or invalid, the validity of the remaining parts, terms or provisions shall not be affected thereby and said illegal or invalid part, term, or provision shall be deemed not to be a part of this Agreement.

IN WITNESS WHEREOF, the Parties have caused this Consultant Agreement to be properly executed and their corporate seals affixed and attested as of the date first written above.

ATTEST:

TOWNSHIP OF BLOOMFIELD



By: 

WITNESS:

DANIEL DINER



By: 
Name: Daniel Diner