

11257



Township Council
1 Municipal Plaza
Bloomfield, NJ 07003

Louise M. Palagano
Municipal Clerk

<http://www.bloomfieldtnj.com>

Meeting: 01/17/12 07:00 PM

2012 RESOLUTION AWARD OF PROFESSIONAL SERVICE

AUTHORIZING THE AWARD OF A PROFESSIONAL SERVICE CONTRACT PURSUANT TO THE FAIR AND OPEN PROCESS FOR A LABOR ATTORNEY

WHEREAS, the Township of Bloomfield requires the services of a Labor Attorney and has advertised the need for this professional service on the Township of Bloomfield's website as part of the fair and open process pursuant to the provisions of N.J.S.A. 19:44A-20.5; and

WHEREAS, the Township Administrator has certified that the value of the service will exceed \$17,500; and

WHEREAS, the term of this contract is one (1) year and will end on December 31, 2012; and

WHEREAS, Brian J. Aloia, 2 Broad Street, Suite 407, Bloomfield, New Jersey (hereinafter "Professional") has submitted a proposal indicating they will provide the services at a fixed rate of \$135,000 per year in accordance with the terms of the attached proposal; and

WHEREAS, the Mayor and Council approve entering into an agreement with the Professional based upon their response; and

WHEREAS, the Director of Finance has certified that funds are available to cover the cost of these services.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and Council of the Township of Bloomfield authorizes and directs the Township Administrator to enter into a contract/retainer agreement with the Professional within 10 days as described herein; and

BE IT FURTHER RESOLVED, that this contract/retainer agreement is entered into in accordance with the Standardized Submission Requirements for Professional Services and no

minimum payment is implied or guaranteed; and

BE IT FURTHER RESOLVED, that all of the terms contained in the Standardized Submission Requirements for Professional Services are incorporated into the Professional's contract/retainer unless specifically excluded; and

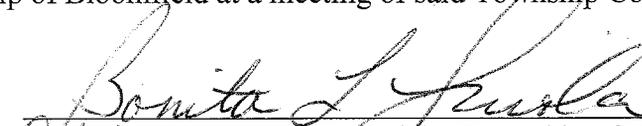
BE IT FURTHER RESOLVED, that in accordance with Standardized Submission Requirements the Township reserves the right to cancel this contract upon thirty (30) days notice and the Professional shall only be paid for the work completed or on a pro-rated amount if the contract calls for a monthly retainer; and

BE IT FURTHER RESOLVED, that the Professional's response to the request for Professional Services shall be placed on file with this resolution and a copy of the contract/retainer agreement entered into; and

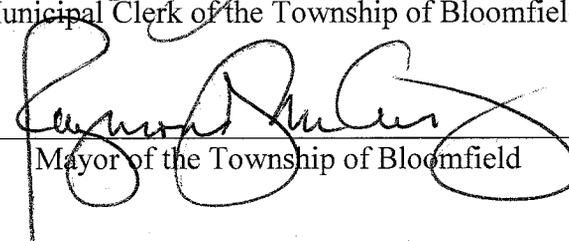
BE IT FURTHER RESOLVED, that the contract should incorporate the terms and conditions contained in Professional's response to the request for Professional Services.

......*

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 January 17, 2012.



 Municipal Clerk of the Township of Bloomfield



 Mayor of the Township of Bloomfield

<input checked="" type="checkbox"/> Vote Record - Resolution 1421						
		Yes/Aye	No/Nay	Abstain	Absent	
<input checked="" type="checkbox"/> Adopted						
<input type="checkbox"/> Adopted as Amended						
<input type="checkbox"/> Defeated	Elias Chalet	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/> Withdrawn	Nicholas Joanow	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/> Tabled	Carlos Bernard	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/> Approved	Michael Venezia	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/> Approved by Consensus	Peggy O'Boyle Dunigan	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
<input type="checkbox"/> Not Discussed	Bernard Hamilton	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/> Tabled with No Vote	Raymond McCarthy	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/> Discussed						

THE LAW OFFICE OF
BRIAN J. ALOIA LLC
2 Broad Street, Suite 407
Bloomfield, New Jersey 07003
(973) 337-6626 / (973) 337-6535 (fax)

Brian J. Aloia
NJ, NY BARS
brian@aloialawfirm.com

January 1, 2012

Mayor and Council
Township of Bloomfield
Municipal Plaza
Bloomfield, New Jersey 07003

Re: Proposal for Professional Legal Service / Labor Attorney

Dear Mayor and Council:

Kindly accept this letter as Brian J. Aloia LLC's formal proposal to provide professional legal services to the Township of Bloomfield. Enclosed for your review is a packet of information containing attorney resume and other materials responsive to the Request For Proposals for Labor Attorney.

Brian J. Aloia LLC is a Bloomfield, New Jersey law firm performing a diversity of legal work. The firm practices in all areas of public sector representation and defense, labor/employment law, commercial, tort and civil rights litigation, education law, criminal law and real estate transactions. The firm operates as a limited liability corporation.

Brian J. Aloia LLC is committed to client service and is a "proactive" firm. As the principal of the firm, I pursue a progressive advocacy philosophy and I understand the sometime emergent nature of representing townships. I pride myself on prompt responses to all inquiries, especially telephone calls, and provide quick, accurate written responses when needed. I also have dedicated my practice to being available as needed to each of my clients. To that end, I make myself available to attend all meetings, negotiations or hearings at your convenience.

I respectfully submit that as counsel, the firm of Brian J. Aloia LLC will provide only the highest quality legal representation due to my substantial multi-faceted experience in the specific legal service areas required by you. I have spent the past ten years practicing with a focus on Labor and Employment matters. Some of the public sector clients I have performed work for include the Township of Bloomfield, the Linden Roselle Sewerage Authority, the Township of North Bergen, the Rahway Board of Education, and the Linden Board of Education. I believe I can provide you with the very highest quality of legal representation for the myriad of legal issues confronted by public entities.

If appointed, I will continue to serve as labor attorney for the Township of Bloomfield. As you know, for the past few years I have assumed that role while working for Weiner Lesniak and during that time the Township has realized significant cost savings due to beneficial contractual changes negotiated with the Union employees. For example, the Township has

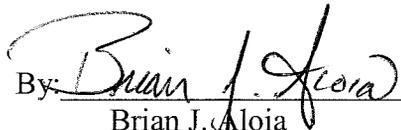
increased the number of steps in the salary guides, eliminated the Traditional Health Plan, required new employees to pay 15% of the cost of health benefits, and has begun to correctly account for employees earned time off. These are just a few examples of the negotiated and implemented changes that have saved the Township hundreds of thousands of dollars and will continue to save the Township money as time passes.

I have devoted a substantial amount of time in the area of labor/personnel matters while performing services for a wide array of public entities. In my role as labor counsel, I am capable of reviewing and analyzing relevant collective bargaining agreements; preparing bargaining proposals; filing and/or responding to petitions or proceedings before the Public Employment Relations Commission and the New Jersey Department of Personnel; representing the Township at all negotiating sessions through mediation and arbitration; handling all labor-related litigation, including grievance arbitrations, NJLAD/EEOC/Civil Rights matters, wage and hour matters before the Department of Labor and all other labor-related litigation, hearings and proceedings. More importantly, I have substantial experience in advising clients in the area of litigation avoidance strategies relative to workplace grievances, harassment, family leave, disability accommodation, work place safety and the like. It is my belief that the true art of management representation lies in guiding human resource management through proper planning and a thorough understanding of the law.

Brian J. Aloia, LLC welcomes the opportunity to provide experienced, reliable and accurate counsel to the Township of Bloomfield. I believe that you will find that that my proposal to provide these services at a fixed rate of \$135,000 for the calendar year (\$11,250 per month or any portion thereof) is approximately a 35% reduction of the cost incurred by the Township for these same services over the past few years. In the alternative, I would be happy to continue to perform the services at a straight hourly billing rate of \$140 for all work which is also extremely competitive. Should have any questions after you review the enclosed information, please feel free to call me.

Very truly yours,

BRIAN J. ALOIA LLC

By: 

Brian J. Aloia
For the Firm

Enclosures

BRIAN J. ALOIA
16 Hathaway Lane
Verona, NJ 07044
(H) 973-857-1591 • (W) 973-337-6626
brian@aloialawfirm.com

LEGAL EMPLOYMENT

Principal **THE LAW OFFICE OF
BRIAN J. ALOIA LLC** **January 1, 2012 - Present**
Bloomfield, NJ

Partner **Weiner Lesniak LLP** **October 1999 – 2011**
Parsippany, NJ
Corporate Law Department
Labor and Employment Division

Verona Municipal Prosecutor **July 2003- Present**
Verona, NJ

Township Attorney/Director of Law Department **January 2007- Present**
Township of Bloomfield, NJ

Associate Attorney **Gregory & Reed, P.C.** **September 1998 - October 1999**
Parsippany, NJ
Civil Litigation and Environmental Law

Essex County Department of Public Safety **June 1997 - August 1998**
Cedar Grove, NJ
Attorney for Department of Public Safety
Division of Corrections

Clemente Dickson & Mueller, P.A. **January 1997 - June 1997**
Morristown, NJ
Civil Litigation

COMMUNITY SERVICE

North Caldwell Fire Department **1988 – 2001**
Firefighter, served as lieutenant, 1992 – 1993
President, 1998 – 1999

EDUCATION

Quinnipiac College of Law, Hamden, CT **May 1996**
Juris Doctor
Class Rank: 43/187 (Top 23%)
Honors: Mock Trial Honor Society, 1995 – 1996
Awarded Best Advocate Intramural Competition, 1995

University of Scranton, Scranton, PA, **May 1992**
Bachelor of Science, Marketing
Honors: United States National Collegiate Award
Winner in Student Government
Activities: Wrestling, Resident Assistant, and Class
President.

BAR ADMISSION

Admitted to New Jersey Bar, December 18, 1996
Admitted to New York Bar, January 29, 1997

TOWNSHIP OF BLOOMFIELD
STANDARDIZED SUBMISSION REQUIREMENTS FOR PROFESSIONAL SERVICES
INFORMATION FOR PROFESSIONAL SERVICES ENTITIES
(FAIR & OPEN PUBLIC SOLICITATION PROCESS)

Section 1. RECEIPT AND OPENING OF SUBMISSIONS

A. OWNER AND PROJECT

The Township of Bloomfield, Essex County, New Jersey (hereinafter called the "Township" invites submissions for the service(s) mentioned in the Public Notice for Solicitation.

B. TIME AND PLACE OF SUBMISSION OPENINGS

Township Clerk and/or his designated representative will receive submissions at the time and place mentioned in the Public Notice for Solicitation, and at such time and place will be publicly opened and read aloud.

C. SUBMISSIONS NOT IN COMPLIANCE

The Township may waive any informality or reject any and/or all submissions, in accordance with the *Fair and Open Public Solicitation Process for Professional Service(s)* as set forth in N.J.S.A. 19:44A-20.5 et seq.

D. WITHDRAWING SUBMISSIONS

Submissions forwarded to the Township Clerk and/or his/her designated representative before the time of opening of submissions may be withdrawn upon written application of the professional services entity who shall be required to produce evidence showing that they are or they represent the principal or principals involved in the submission. Submission may not be withdrawn within twenty-four (24) hours of the stipulated time of opening of submissions. Once submissions have been opened, they must remain firm for a period of sixty (60) days.

Section 2. QUALIFICATIONS OF PROFESSIONAL SERVICES ENTITIES
(RESPONSES MUST INCLUDE THE FOLLOWING INFORMATION)

A. INDIVIDUALS PERFORMING TASKS

Name and roles of the individuals who will perform the tasks and descriptions of their education and experience similar to the services contained herein.

B. PAST PERFORMANCE

Documented past performance of same and/or similar service.

C. REFERENCES

References and record of success of same or similar service.

D. DESCRIPTION OF ABILITIES

Description of ability to provide the services in a timely fashion (including staffing, familiarity and location of key staff).

E. COST DETAILS

If applicable, cost details including the hourly rates of each of the individuals who will be performing services, and all expenses.

F. TECHNICAL PROCESS AND EQUIPMENT

Description of technical process and equipment used in performing the task(s).

Section 3. PREPARATION OF SUBMISSIONS

A. COMPLETION OF SUBMISSIONS

Each submission must be provided on a Standardized Submission Form as supplied in this submission package, and signed by the professional services entity or principal thereof and shall contain the name, address, and telephone number of the professionals services entity. All prices and amount must be written in ink or preferably typewritten. Each signatory to the submission must initial all erasures or corrections. **Each submission shall be contained in a sealed envelope addressed to the Township of Bloomfield, Township Clerk's Office, Municipal Plaza, Bloomfield, New Jersey 07003 and shall specify the Title/Professional Service for which the submission is provided. The submission is to be clearly marked "Sealed Submission Enclosed" and must be delivered at the place and time required or mailed so as to be received prior to the opening time set in the advertisement. Submissions received after the hour indicated in the Public Notice for Solicitation or in unsealed envelopes shall not be considered.**

The Township will not be responsible for submissions forwarded through the U.S. Mail or any delivery service if lost in transit at any time before submission opening, or if hand-delivered to the incorrect location.

The submission shall be accompanied by (1) a Non-Collusion Affidavit, (2) a Disclosure of Ownership Form, (3) an Insurance Requirement Acknowledgment Form, (4) a Mandatory Equal Employment Opportunity Notice Acknowledgment, (5) a copy of the applicable Business Registration Certificate, (6) a Professional Services Entity Information Form, (7) a Qualifications of Submission, and (8) Business Entity Disclosure Certificate (9) an Acknowledgment of Corrections, Additions and Deletions Form.

B. ERRORS IN SUBMISSIONS

If applicable, in the event there is a discrepancy between the unit prices and the extended totals, the unit prices shall govern or if between the correct sum of the extended totals and the total submission submitted, the correct sum shall govern. Amounts written in words shall govern over the amounts written in numerals.

Section 4. TIME FOR AWARD OF CONTRACT

The Township shall award the contact or reject all submissions within such time as may be specified in the invitation for submission, but in no case more than sixty (60) days, except that the submissions of any professional services entities who consent thereto may, at the request of the Township, be held for consideration for such longer period as may be agreed.

The award of the Contract for this service will not be made unless the Township Chief Financial Officer has certified the necessary funds in a lawful manner.

Section 5. MODIFICATIONS OF SUBMISSIONS

Any professional services entity may modify his submission by mail, courier or hand delivery at any time prior to the scheduled closing time for receipt of submissions. The communication should not reveal the submission price but should provide specific information regarding the addition to or subtraction from or other modification to the original submission so that the Township will not know the final price(s) or term(s) until the sealed submissions are opened.

Section 6. REJECTION OF SUBMISSIONS

A. MULTIPLE SUBMISSIONS NOT ALLOWED

More than one submission from an individual, a firm or partnership, a corporation or association of principals under the same or different names shall not be considered.

B. UNBALANCED SUBMISSIONS

Submissions, which are obviously unbalanced, may be rejected at the option of the Township.

C. RIGHT TO REJECT SUBMISSIONS

The right is reserved to reject any and all submissions in whole or in part if not in compliance with these requirements.

D. METHOD OF AWARD OF SUBMISSIONS

The right is reserved by the Township to award submissions on a “*service by service*” basis, “*per project*” basis, *in part or in whole* as determined by the Township.

E. RIGHT TO WAIVE INFORMALITIES RESERVED

The Township expressly reserves the right to waive any informality in any submission, or to accept the submission, which is the Township’s judgment serves its best interests.

Section 7. PROFESSIONAL SERVICES ENTITY REFERRED TO LAWS

The attention of the professional services entity is especially directed to the provisions of Federal, State, County and Local Government statutes and regulations that may apply to the work.

Section 8. PAYMENT

Checks are processed by the Township of Bloomfield’s Finance Department approximately on the 30th day of each month. It is necessary that the approved signed vouchers be accompanied by an invoice and be submitted in advance of these dates.

Section 9. TRANSITIONAL PERIOD

In the event that a new contract has not been awarded prior to the contract expiration date, it shall be incumbent upon the professional services entity to continue the contract under the same terms and conditions until a new contract(s) can be completely operational. At no time shall this transition period extend more than thirty (30) days beyond the expiration date of the contract.

Section 10. FACSIMILE DOCUMENTS PROVIDED IN A SUBMISSION

Under no circumstances, on submission documents requiring authorized signatures, will the Township accept documents provided through facsimile machines.

Section 11. CONTRACT COMPLIANCE AND EQUAL EMPLOYMENT OPPORTUNITY IN PUBLIC CONTRACTS

Professional services entities are required to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 et seq.

Section 12. GENERAL REQUIREMENTS/INFORMATION

The professional services entity shall guarantee any and all material and services supplied under these specifications. Defective or inferior items shall be replaced at the expense of the professional services entity.

It is understood by the professional services entity that this submission is provided on the basis of standardized submission requirements prepared by Township and the fact that any professional services entity is not familiar with these standardized submission requirements or conditions will not be accepted as an excuse.

NO MINIMUM PAYMENT IS IMPLIED OR GUARANTEED.

THE TOWNSHIP RESERVES THE RIGHT TO CANCEL ANY CONTRACT ENTERED INTO UPON THIRTY (30) DAYS NOTICE.

Contract Term: Pursuant to N.J.S.A 40A:11-3(b), ..."contracts for professional services pursuant to subparagraph (i) of paragraph (a) subsection (1) of section 5 of P.L. 1971, c.198 (N.J.S.A. 40A:11-5) may be awarded for a period not exceeding twelve (12) consecutive months."

TOWNSHIP OF BLOOMFIELD

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE N.J.S.A. 10:5-31 ET SEQ. AND N.J.A.C. 17:27 ET SEQ.

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 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; 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 non-discrimination clause.

The contract or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applications 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 subcontractors, 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 the 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 attempt in good faith to employ minority and female 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 to 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.

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.

TOWNSHIP OF BLOOMFIELD

AMERICAN WITH DISABILITIES ACT OF 1990 EQUAL OPPORTUNITY FOR INDIVIDUALS WITH DISABILITY

The Contractor and the Township does hereby agree that the provisions of Title 11 of the American with Disabilities Act of 1990 (the "Act") (42 U.S.C. S12101 et seq.), which prohibits discrimination on the basis of disability by entities in all services, programs and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereunto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the Township 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 Township in any action or administrative proceeding commenced pursuant to this Act. The Contractor shall indemnify, protect, and save harmless the Township, 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 Township's grievance procedure, the Contractor agrees to abide by any decision of the Township which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the Township or if the Township 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 Township shall, as soon as practicable after a claim has been made against it, given 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 Township or any of its agents, servants and employees, the Township shall expeditiously forward or have forwarded to the Contractor every demand, complaint, notice, summons, pleading, or other process received by the Township or its representatives.

It is expressly agreed and understood that any approval by the Township 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 Township pursuant to this paragraph.

It is further agreed and understood that the Township 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 the Agreement, nor

shall they be construed to relieve the Contractor from any liability, nor preclude the Township from taking any other actions available to it under any other provisions of this Agreement or otherwise at law.

TOWNSHIP OF BLOOMFIELD

STANDARDIZED SUBMISSION REQUIREMENTS & SELECTION CRITERIA
(FAIR & OPEN PUBLIC SOLICITATION PROCESS
FOR PROFESSIONAL SERVICES)

The Township of Bloomfield is seeking sealed submissions in response to a Public Notice for the Solicitation of Professional Service Contracts.

The standard submission requirements shall include:

1. Names and roles of the individuals who will perform the services/tasks and descriptions of their experience with projects similar to the services contained herein including their education, degrees and certifications.
2. References and record of success of same or similar service.
3. Description of ability to provide the services in a timely fashion (including staffing, familiarity and location of key staff).
4. Cost details; including the hourly rates of each of the individuals who will perform services and time estimates for each individual, all expenses and total cost of “not to exceed” amount.

The selection criteria to be used in awarding contracts shall include:

1. Proposals will be evaluated by the Township on the basis of the most advantageous, price and other factors considered. The evaluation will consider:
 - a. Qualifications of the individuals who will perform the services/tasks and the amounts of their respective participation.
 - b. Experience and references.
 - c. Ability to perform the services/tasks in a timely fashion, including staffing and familiarity with the subject matter.
 - d. Cost consideration – including, but not limited to, historical costs for similar professional services, expertise involved and comparable costs for comparable public entities.
 - e. Knowledge of the township and the subject matter to be addressed under the contract.

- f. Other factors if demonstrated to be in the best interest of the Township.
2. **Please Note this Additional Requirement:** Professional services entities shall submit **one (1) original and (2) additional sets** of their sealed submission. In addition, an Electronic copy (PDF File) on Compact Disk (CD) would be appreciated.

TOWNSHIP OF BLOOMFIELD

CHECKLIST

PROFESSIONAL SERVICE TITLE: LABOR ATTORNEY

SUBMISSION DATE: JANUARY 4, 2012

The following items, as indicated below (X), shall be provided with the receipt of sealed submissions:

1. Non-Collusion Affidavit X
2. Disclosure of Ownership Form X
3. Insurance Requirement Acknowledgment Form X
4. Mandatory Equal Employment Opportunity
Notice Acknowledgment X
5. Copy of your **Business Registration Certificate** as issued
by the State of New Jersey, Department of Treasury,
Division of Revenue X
6. Professional Service Entity Information Form X
7. Qualifications Submission X
8. Business Entity Disclosure Certificate X
9. Acknowledgment of Corrections, Additions or Deletions Form X

Reminder

Please submit one (1) original and (2) additional sets of the sealed submission. In addition, if available, an electronic copy (PDF File) or compact disk (CD) would be appreciated.

TOWNSHIP OF BLOOMFIELD

NON-COLLUSION AFFIDAVIT

STATE OF NEW JERSEY :
: COUNTY OF ESSEX :SS.
:

I, Brian J. Aloia of the Law Firm of BRIAN J. ALOIA LLC in the County of Essex and the State of New Jersey, of full age, being duly sworn according to law on my oath depose and say that:

I am an attorney of the firm of BRIAN J. ALOIA LLC the Professional Service Entity making the submission for the above named Service, and that I executed the said submission with full authority to do so; that the Professional Service Entity has not, directly or indirectly, entered into any agreements, participated in any collusion, or otherwise taken any action in restraint of fair and open competition in connection with the above named Service; and that all statements contained in said submission and in this affidavit are true and correct, and made with full knowledge that the Township of Bloomfield relies upon the truth of the statements contained in said submission and in the statements contained in this affidavit in awarding the contract for said Service.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for commission, percentage, brokerage or contingent fee.

Subscribed and sworn to before me
this 30th day of December 2011

Jean L. DePoe
Notary Public

(Signature of Professional)

State of New Jersey

My Commission Expires 11/12/14

Brian J. Aloia
Brian J. Aloia
For the Firm

JEAN L. DE POE
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires November 12, 2014

TOWNSHIP OF BLOOMFIELD

DISCLOSURE OF OWNERSHIP FORM

N.J.S.A. 52:25-24.2 reads in part that “no corporation or partnership shall be awarded any contract by the State, County, Municipality or School District, or any subsidiary or agency thereof, unless prior to the receipt of the submission of the corporation or partnership, there is provided to the public contracting unit a statement setting forth the names and addresses of all individual who own 10% or more of the stock or interest in the corporation or partnership”

1. If the professional service entity is a *partnership*, then the statement shall set forth the names and addresses of all partners who own a 10% or greater interest in the partnership.
2. If the professional service entity is a *corporation*, then the statement shall set forth the names and addresses of all stockholders in the corporation who own 10% or more of its stock of any class.
3. If a corporation owns all or part of the stock of the corporation or partnership providing the submission, then the statement shall include a list of the stockholders who own 10% or more of the stock of any class of that corporation.
4. If the professional service entity is other than a corporation or partnership, the contractor shall indicate the form or corporate ownership as listed below.

COMPLETE ONE OF THE FOLLOWING STATEMENTS:

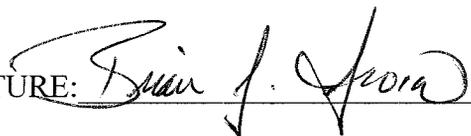
I. Stockholders or Partners owning 10% or more of the company providing the submission:

Name:

Address:

Brian J. Aloia

Brian J. Aloia LLC
2 Broad Street, Suite 407
Bloomfield, New Jersey 07003

SIGNATURE: 

DATE: December 30, 2011

II. No Stockholder or Partner owns 10% or more of the company providing this submission:

SIGNATURE: _____

DATE: _____

III. Submission is being provided by an individual who operates as a sole proprietorship:

SIGNATURE: _____

DATE: _____

IV. Submission is being provided by a corporation or partnership that operates as a (check one of the following):

_____ Limited Partnership XXX Limited Liability Corporation

_____ Limited Liability Partnership _____ Subchapter S Corporation

SIGNATURE: _____

Brian J. Flora

DATE: _____

December 30, 2011

TOWNSHIP OF BLOOMFIELD

INSURANCE REQUIREMENTS AND ACKNOWLEDGEMENT FORM

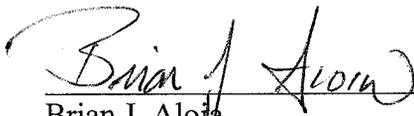
Certificate(s) of Insurance shall be filed with Township Clerk's Office upon award of contract by the Mayor and Council.

The minimum amount of insurance to be carried by the Professional Service Entity shall be as follows:

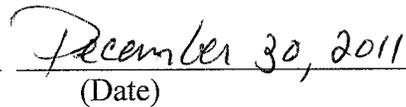
PROFESSIONAL LIABILITY INSURANCE

Limits shall be a minimum of \$1,000,000.00 for each claim and \$1,000,000.00 aggregate each policy period.

Acknowledgment of Insurance Requirement:



Brian J. Aloia
For the Firm


(Date)

TOWNSHIP OF BLOOMFIELD

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY NOTICE

(N.J.S.A. 10:5-31 ET SEQ. AND N.J.A.C. 17:27 ET SEQ.)

GOODS, PROFESSIONAL SERVICES AND GENERAL SERVICE CONTRACTS

This form is a summary of the successful professional service entity's requirement to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 et seq.

The successful professional service entity shall submit to the Township one of the following three documents as forms of evidence:

- (a) A photocopy of a valid letter that the vendor 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. 17:27-1.1 et seq.;

OR

- (c) A photocopy of an Employee Information Report (Form AA302) provided by the Division of Contract Compliance and distributed to the Township of Bloomfield to be completed by the vendor in accordance with N.J.A.C. 17:27-1.1 et seq.

The successful professional service entity may obtain the Employee Information Report (AA302) from the Township of Bloomfield during normal business hours.

The undersigned professional service entity certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 et seq. and agrees to furnish the required forms of evidence.

The undersigned professional service entity further understands that his/her submission shall be rejected as non-responsive if said professional service entity fails to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 et seq.

COMPANY: BRIAN J. ALOIA LLC

SIGNATURE: Brian J. Aloia PRINT NAME: Brian J. Aloia

TITLE: Attorney DATE: December 30 2011

TOWNSHIP OF BLOOMFIELD

PROFESSIONAL SERVICE ENTITY INFORMATION FORM

If the Professional Service Entity is an **INDIVIDUAL**, sign name and give the following information:

Name: _____

Address: _____

Telephone No: _____ Social Security No: _____

Fax No: _____ E-Mail: _____

If individual has a TRADE NAME, give such trade name:

Trading As: _____ Telephone No: _____

If the Professional Service Entity is a **PARTNERSHIP**, give the following information:

Name of Partners: _____

Firm Name: _____

Address: _____

Telephone No: _____ Federal I.D. No: _____

Fax No: _____ E-Mail: _____

Social Security No: _____

Signature of Authorized Agent: _____

If the Professional Service Entity is **INCORPORATED**, give the following information:

State under whose laws incorporated: New Jersey

Location of Principal Office: 2 Broad Street, Bloomfield, New Jersey 07003

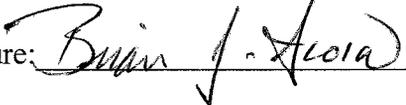
Telephone No: (973)337-6626 Federal I.D. No: 45-3972422

Fax No: (973)337-6535 E-Mail: brian@aloialawfirm.com

Name of agent in charge of said office upon whom notice may be legally served:

Brian J. Aloia

Telephone No: (973)337-6626 Name of Corporation: BRIAN J. ALOIA LLC

Signature:  By: Brian J. Aloia

Title: Attorney Address: 2 Broad Street, Bloomfield, New Jersey 07003

TOWNSHIP OF BLOOMFIELD

SUBMISSION FORM

1. Names and roles of the individuals who will perform the services and description of their education and experience with projects similar to the services contained herein including their education, degree and certifications.

I, Brian J. Aloia, will be the attorney providing the services to the Township. As you know, I have served as the Township's labor attorney for the past few years and during that time the Township has realized significant cost savings due to beneficial contractual changes negotiated with the Union employees. For example, the Township has increased the number of steps in the employee salary guides, eliminated the Traditional Health Plan, required new employees to pay 15% of the cost of health benefits, and has begun to account for employees' earned time off.

2. References and record of success of same or similar service:

Gary Fare, Linden Roselle Sewage Authority, Linden, New Jersey (908) 862-7100

Angelo Tedesco, President West Orange Firefighters, Local 28 (973)650-6020

Robert Renna, Director of Finance, Township of Bloomfield (973)680-4041

3. Description of ability to provide the services in a timely fashion (including staffing, familiarly and location of key staff):

I have a long history of committed client service to all of my clients, including the Township of Bloomfield. Furthermore, my office is located in Bloomfield, walking distance from Town Hall, which will ensure that I am always available when needed. I pursue a progressive advocacy philosophy and I understand the sometime emergent nature of representing public entities. I pride myself on prompt responses to all inquiries, especially telephone calls, and provide quick, accurate written responses when needed. I have dedicated my practice to being available as needed to each of my clients. To that end, I will make myself available to attend all meetings, negotiations or hearings at your convenience.

4. Cost details, including the hourly rates of each of the individuals who will perform Services and all expenses:

Based upon the current economic climate, I believe the Township will benefit from entering into a fixed rate agreement for the calendar year. In that regard, I propose to provide the Township with unlimited labor service at a fixed rate of \$135,000 for the calendar year (\$11,250 per month

or any portion thereof) which I believe is approximately a 35% reduction of the cost incurred by the Township for these same services over the past few years. In addition to the fixed cost, the Township will be responsible to reimburse BRIAN J. ALOIA LLC for all necessary disbursements and expenses incurred on the Township's behalf. The Township will be provided with interim periodic statements which will set forth in detail the services rendered, as well as any and all disbursements or expenses incurred. Any additional work performed beyond the scope will be billed at \$140 per hour.

In the alternative, I propose to continue to provide the labor services at a straight hourly rate of \$140.00 per hour for all work performed. This is a very competitive rate. In addition, the Township will be responsible to reimburse BRIAN J. ALOIA LLC for all necessary disbursements and expenses incurred on the Township's behalf. The Township will be provided with interim periodic statements which will set forth in detail the services rendered, as well as any and all disbursements or expenses incurred.

Note: Attach Additional sheets as necessary.

Firm: BRIAN J. ALOIA LCC

Date:

Authorized Representative (Print): Brian J. Aloia

Signature:  _____

Title: Attorney

Telephone No: (973)337-6626

Fax No: (973)-337-6535

**TOWNSHIP OF BLOOMFIELD
BUSINESS ENTITY DISCLOSURE CERTIFICATION
FOR FAIR AND OPEN CONTRACTS**

Part I – Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that it has listed in the table below all reportable contributions as defined under N.J.S.A. 19:44A-3 that were made in the one year period preceding the solicitation notice that were made by the individual, firm, partnership, corporation or association of principals responding to this solicitation to any of the following named elected officials and committees listed.

<u>Elected Officials</u>
Mayor Raymond J. McCarthy
Councilman Bernard Hamilton
Councilman Elias N. Chalet
Councilwoman Peggy O’Boyle-Dunigan
Councilman Michael J. Venezia
Councilman Nicholas Joanow
Councilman Carlos Bernard

<u>Committees</u>
Bloomfield Democratic Committee
Elias N. Chalet for Councilman
The Ray McCarthy Election Fund
The Election Fund of Nicholas Joanow
Friends of Carlos Bernard Councilman
Margaret O’Boyle-Dunigan Election Fund
The Election Fund of Michael Venezia
The Committee to Elect the McCarthy Team
Friends in Support of Bernard Hamilton
Bloomfield Town Council Candidates – Carlos Bernard & Elias N. Chalet

Part II – Signature and Attestation:

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

Name of Business Entity:

Signed: Brian J. Aloia Title: Attorney

Print Name: Brian J. Aloia Date: December 30, 2011

Subscribed and sworn before me this 30th day of December, 2011.

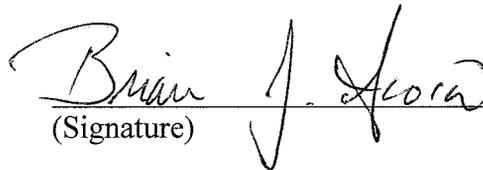
My Commission expires: 11/12/14

Jean L. DePoe
(Affiant)
Notary
(Print name & title of affiant) (Corporate Seal)
JEAN L. DE POE
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires November 12, 2014

TOWNSHIP OF BLOOMFIELD

ACKNOWLEDGMENT OF CORRECTIONS, ADDITIONS AND DELETIONS FORM

I, Brian J. Aloia of the firm of BRIAN J. ALOIA LLC hereby acknowledge that any corrections, additions and/or deletions have been initialed and dated in the Submission Package.



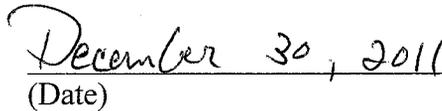
(Signature)

Brian J. Aloia

Brian J. Aloia, Esq.

For the Firm

(Type or print name of Affined and Title, under signature)



(Date)

END OF SUBMISSION PACKAGE

**AGREEMENT FOR LEGAL SERVICES
TOWNSHIP OF BLOOMFIELD**

This Agreement made and entered into this _____ day of March 2012, effective as of January 1, 2012, by and between the Township of Bloomfield (the "Township") and BRIAN J. ALOIA LLC Attorneys at Law (the Contractor), 2 Broad Street, Suite 407, Bloomfield, New Jersey, 07003.

WITNESSETH:

WHEREAS, the Township wishes to engage the professional services of the Contractor to perform legal services for the Township for the period commencing January 1, 2012 and terminating immediately upon notice as provided herein (the "Contract Period"); and

WHEREAS, the Township and the Contractor do hereby wish to enter into this Agreement for professional services (the "Contract").

NOW, THEREFORE, the Township and the Contractor mutually agree as follows:

1. **APPOINTMENT**: The Township hereby retains the Contractor for the Contract Period and the Contractor hereby accepts such appointment.
2. **SCOPE OF PROFESSIONAL SERVICES**: The Contractor shall act as Labor Attorney and shall do, perform and carry out all necessary professional services in a satisfactory and proper manner, as determined by the Township.
3. **PAYMENT** The Township agrees to pay the Contractor the following:
 - a. Fee: Contractor shall be paid at the rate of \$135,000 per year/\$11,250 per month or any portion thereof.
 - b. Monthly Invoices: The Township agrees to pay monthly bills submitted by the Contractor for professional services within thirty (30) days of their receipt by the Township subject to the Township's right to withhold payment for any bill in dispute until such disputes are resolved to the mutual satisfaction of the parties. The Township will notify the Contractor in writing of any disputed bills within thirty (30) days of their receipt. Such notice will identify the disputed charge, the basis for the dispute and the proposed remedy.
4. **TERMINATION**: The Township may terminate this Contract for any reason, or for no reason, at any time by adoption of a Resolution to such effect. Should this Contract be so terminated, the Contractor shall be entitled to compensation for services rendered prior to the date of termination and any balance due for any month or any portion thereof incurred prior to termination.
5. **BINDING OF PARTIES**: The Township and the Contractor agree to be bound and do hereby bind themselves as far as duties required of the Contractor and payment therefore by the Township.
6. **NO EMPLOYER - EMPLOYEE RELATIONSHIP**: Notwithstanding anything to the contrary herein, the Township and the Contractor agree that this Contract shall not be deemed to create an employer-employee relationship between the Township and the Contractor, and

that no rights and privileges of a Township's employees shall inure to the Contractor hereby.

7 MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE: During the performance of this Contract, the Contractor agrees to comply with the requirements of N.J.S.A. 10:5-31 et seq., N.J.A.C. 17:27) as follows:

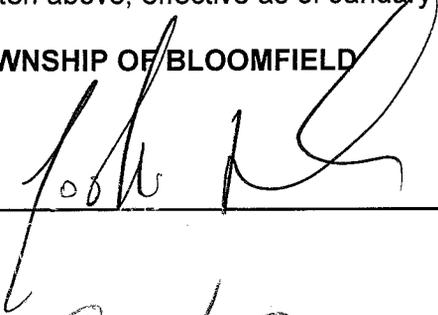
- a. During the performance of this contract, the contractor agrees as follows: The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual 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 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.
- b. 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.
- c. 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.
- d. 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.
- e. 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.
- f. 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 or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

- g. 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.
 - h. 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.
 - i. 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.
8. **GOVERNING LAW:** This Contract shall be deemed to be a Contract under the laws of the State of New Jersey and for all purposes, including interpretation hereof and performance hereunder, shall be governed in accordance with the laws of the State of New Jersey.
9. **ENTIRE AGREEMENT:** This Contract fully and completely expresses the parties' understandings and agreements, supersedes any understandings or agreements previously made between the parties. Moreover, this Contract may not be changed or orally terminated by either party. It may be amended only by a written agreement, executed by both parties hereto.
10. **DEFAULT AND CURE:** The Contractor will be deemed to be in default of this Agreement if the Contractor fails to fully perform all of the services set forth in paragraph 2 above. The Township shall notify the Contractor of its default, and the Contractor shall have fourteen (14) days within which to cure its default. If the Contractor fails to cure its default within fourteen (14) days, the Township shall be entitled to all damages arising out of the Contractor's default, including, but not limited to, compensatory, special and/or actual damages.
11. **SEVERABILITY AND LEGALITY:** The parties understand that this Agreement is governed by the Laws of the State of New Jersey. If any provision of this Agreement is deemed unenforceable, illegal or inconsistent with the then current Statutes or Rules or Regulations, such Statutes or Rules or Regulations shall govern. However, to the extent that enforceable provisions of this Agreement continue to exist and are not inconsistent with such Statutes or Rules or Regulations, they shall remain binding upon the parties.
12. **MODIFICATION OR WAIVER:** No modification or waiver of any of the terms of this Agreement, including this provision, shall be held valid unless in writing and signed by the party or parties sought to be charged. No waiver of any breach or default hereunder shall be deemed a waiver of any subsequent breach or default of the same or similar nature.

- 13. **COMPLETE AGREEMENT:** This Agreement contains the entire understanding of the parties and there are no representations, covenants or promises other than those expressly set forth herein.
- 14. **SECTION HEADINGS:** The section headings contained in this Agreement are for reference purposes only, and shall not in any way affect the meaning or interpretation of this Agreement.
- 15. **BINDING EFFECT:** This Agreement is intended to bind and shall inure to the benefit of the parties hereto and their respective successor Townships, administrations, officers, directors, agents, successors, assigns and affiliates.

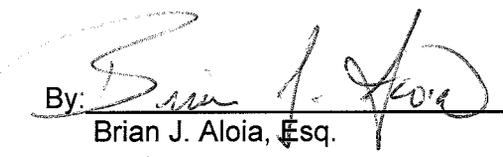
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above, effective as of January 1, 2011.

TOWNSHIP OF BLOOMFIELD

BY: 

Attest: 

BRIAN J ALOIA LLC

By: 

Brian J. Aloia, Esq.

Attest: 

This Agreement is being executed in two original copies.

383660_1

12/12/11

Taxpayer Identification# 453-972-422/000

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		<small>DEPARTMENT OF TREASURY/ DIVISION OF REVENUE PO BOX 252 TRENTON, N.J. 08646-0252</small>
TAXPAYER NAME: BRIAN J. ALOIA LLC	TRADE NAME:	
ADDRESS: 2 BROAD STREET STE 407 BLOOMFIELD NJ 07003	SEQUENCE NUMBER: 1681495	
EFFECTIVE DATE: 12/12/11	ISSUANCE DATE: 12/12/11	
		 Director New Jersey Division of Revenue
<small>FORM-BRC This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.</small>		

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 HANSON & RYAN INC 87 LACKAWANNA AVENUE P O BOX 347 Totowa, NJ 07511	CONTACT NAME: PHONE (A/C, No., Ext): 973 256-6000		FAX (A/C, No): 9732564788	
	E-MAIL ADDRESS: PRODUCER CUSTOMER ID #:			
INSURED BRIAN J ALOIA, LLC 16 HATHAWAY LANE Verona, NJ 07044	INSURER(S) AFFORDING COVERAGE		NAIC #	
	INSURER A : NY Marine&General Insurance Co.			
	INSURER B :			
	INSURER C :			
	INSURER D :			
	INSURER E :			
	INSURER F :			

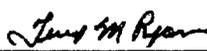
COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N <input type="checkbox"/> N/A				<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	PROFESSIONAL		PL20110000288	12/22/2011	12/22/2012	\$1,000,000 each claim \$2,000,000 aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

LAWYERS PROFESSIONAL LIABILITY

CERTIFICATE HOLDER EVIDENCE OF INSURANCE	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 
---	--

Certification 48479

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 APR 2018 to 15 APR 2019

BRIAN J ALOIA, LLC
2 BROAD STREET, SUITE 400
BLOOMFIELD NJ 07008


Andrew P. Sidamon-Eristoff
State Treasurer

