

CITY COUNCIL

The City of Orange Township, New Jersey

DATE May 5, 2020

NUMBER 192-2020

TITLE: A RESOLUTION AUTHORIZING THE AWARD OF AN EMERGENCY CONTRACT BETWEEN THE CITY OF ORANGE TOWNSHIP AND CONTINENTAL TRADING & HARDWARE, INC., 400 DELANCY STREET, NEWARK, NEW JERSEY 07105 TO PROVIDE HARDWARE MATERIALS AND SUPPLIES IN RESPONSE TO THE COVID-19 PANDEMIC IN AN AMOUNT NOT TO EXCEED \$29,000.00.

WHEREAS, the emergency appropriation is being made to meet a pressing need for public expenditure to protect and promote the public health, safety and welfare of the citizens of the City of Orange Township; and

WHEREAS, on March 9, 2020 Governor Murphy, through Executive Order No. 103, issued a state of emergency due to the COVID-19 Pandemic; and

WHEREAS, in responsive to COVID-19 Coronavirus Pandemic, hardware materials and supplies needs to be purchased for the safety of protecting the residents, as well as employees of the City of Orange Township; and

WHEREAS, the City reached out to the vendors under the MCCPC and they are unable to provide the needs to the City until June or July of 2020; and

WHEREAS, N.J.S.A. 40A:11-6. Emergency Contracts, any contract may be negotiated or awarded for a contracting unit without public advertising for bids and bidding therefore, notwithstanding that the contract price will exceed the bid threshold, when an emergency affecting the public health, safety of welfare requires immediate delivery of goods or the performance of services; and

WHEREAS, the Qualified Purchasing Agent is satisfied that an emergency exists and recommends that a contract be awarded to Continental Trading & Hardware, Inc. of Newark, New Jersey; and

WHEREAS, a Certification of Availability of Funds is not required given the emergency appropriation.

NOW, THEREFORE, BE IT RESOLVED that the Municipal Council of the City of Orange Township be and hereby authorizes the award of a contract with Continental Trading & Hardware, Inc. to provide hardware materials and supplies in response to the COVID-19 Pandemic under the emergency provisions established by N.J.S.A. 40A:11-6, in an amount not to exceed \$29,000.00.

BE IT FURTHER RESOLVED that this contract is awarded without competitive bidding as an "Emergency Contract" in accordance with N.J.S.A. 40A:11-6 of the Local Public Contracts Law because an emergency affecting the public health, safety or welfare requires the immediate delivery of goods and services.

BE IT FURTHER RESOLVED that notice of this action shall be printed once a City of Orange Township designated publication as required by law within ten (10) days of its passage.

Adopted:

Joyce L. Lanier
City Clerk

Tency A. Eason
Council President

Vaughn Parshment
City Attorney
[Signature]

AGREEMENT

This Agreement, made and entered into this ____ day of _____2020, between the City of Orange Township, 29 North Day Street, Orange, New Jersey 07050 and **Continental Trading & Hardware, Inc., 400 Delancy Street, Newark, New Jersey 07105.**

WHEREAS, the City of Orange Township wishes to retain a firm for the purpose of **purchasing hardware materials in response to the COVID-19 Pandemic** for the City of Orange Township, as specifically set forth in the attached notification of award in an amount not to exceed **\$29,000.00.**

WHEREAS, the City of Orange Township wishes to retain **Continental Trading & Hardware, Inc.** with offices located at **400 Delancy Street, Newark, New Jersey 07105.**

WHEREAS, this firm and the individuals of the firm are to be retained pursuant to the Agreement as specified under the **COVID-19 Pandemic**; and

WHEREAS, the City Council of the City of Orange Township has, by **Resolution No. _____-2020** dated _____2020, authorized **Continental Trading & Hardware, Inc.** for the purpose of **purchasing hardware materials and supplies**, as specified in the attached notification of award.

NOW, THEREFORE, BE IT AGREED by and between the parties, for the mutual promises set forth herein below:

1. **Continental Trading & Hardware, Inc.** is hereby contracted by the City of Orange Township to provide services as specified in the attached notification of award.

2. This agreement shall be effective commencing on **March 13, 2020** and terminating on **December 31, 2020**.
3. This agreement shall not be assigned nor shall any duties under this agreement be delegated by **Continental Trading & Hardware, Inc.** without prior written consent of the City.
4. The validity of this agreement and its terms or provisions, as well as the rights and duties of the contracting parties, shall be governed by and construed in accordance with the laws of the State of New Jersey.
5. This agreement shall be binding on and inure to the benefit of the contracting parties and their respective heirs, executors, administrators, legal representatives, successors, and assigns when not expressly prohibited by this agreement.
6. This agreement constitutes the sole agreement of the contracting parties and supersedes any prior understandings or written or oral agreements between the parties respecting its subject matter.
7. All notices and other communications shall be sent by certified mail, return receipt requested, and shall be deemed to have been given when sent to the parties at their respective addresses as set forth above, unless a different address has been selected after the execution of this agreement and has been duly communicated to the party giving notice.

8. The City may terminate this Agreement upon three days notice with **Continental Trading & Hardware, Inc.** In the event that this agreement is deemed to be terminated, the City shall pay **Continental Trading & Hardware, Inc.** for those services provided as of the effective date of termination. This agreement is final and cannot be amended, supplemented, changed or modified without said being in writing.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

ATTEST:

CITY OF ORANGE TOWNSHIP:

Joyce L. Lanier Date
City Clerk

Dwayne D. Warren, Esq. Date
Mayor

ATTEST:

Continental Trading & Hardware, Inc
400 Delancy Street
Newark, New Jersey 07105

Print Name

Print Name

Signature Date

Signature Date

Approved as to Form and Sufficiency

Gracia R. Montilus Date
City Attorney





STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: CONTINENTAL HARDWARE, INC.

Trade Name:

Address: 400 DELANCY ST
NEWARK, NJ 07105-3846

Certificate Number: 0423397

Effective Date:

Date of Issuance: June 18, 2014

For Office Use Only:

20140618094704080

Request for Taxpayer Identification Number and Certification

Give Form to the
 requester. Do not
 send to the IRS.

Name (as shown on your income tax return)
Continental Trading + Hardware, Inc.

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification (required):
 Individual/sole proprietor S Corporation S Corporation Partnership Trust/estate
 Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) _____ Exempt payee
 Other (see instructions) _____

Address (number, street, and apt. or suite no.)
400 Delancy St

City, state, and ZIP code
Newark NJ 07105

Requester's name and address (optional)

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note: If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

| | |
|---|--|
| Social security number | |
| [] [] [] - [] [] [] - [] [] [] | |
| Employer identification number | |
| 22-2040050 | |

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here: Signature of U.S. person

Date: _____

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.