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**CONTRACT BETWEEN
GLOUCESTER COUNTY INSTITUTE OF TECHNOLOGY
AND
COUNTY OF GLOUCESTER**

THIS CONTRACT is made effective the 17th day of **May, 2017** by and between the **COUNTY OF GLOUCESTER**, a body politic and corporate, with administrative offices located at 2 South Broad Street, Woodbury, New Jersey, 08096, hereinafter referred to as "County," and **GLOUCESTER COUNTY INSTITUTE OF TECHNOLOGY**, located at 1360 Tanyard Road, Sewell, New Jersey, 08080, hereinafter referred to as "Contractor".

RECITALS

WHEREAS, there exists a need for the County of Gloucester to contract for the provision of services for WIOA eligible youth within the County of Gloucester, as more particularly set forth in **RFP# 017-017**; and

WHEREAS, this Contract is awarded pursuant to competitive contracting in lieu of public bidding pursuant to N.J.S.A. 40A:11-4.1 et. seq., with authorization from the Gloucester County Board of Chosen Freeholders by Resolution adopted May 19, 2010 and consistent with Gloucester County's fair and open procurement process and all applicable state statutes; and

WHEREAS, the Contractor represents that it is qualified to perform said services and desires to so perform pursuant to the terms and provisions of this contract.

NOW THEREFORE, in consideration of the mutual promises, agreements and other considerations made by and between the parties, the County and the Contractor do hereby agree as follows:

TERMS OF AGREEMENT

1. **TERM.** This Contract shall be effective for the period from June 1, 2017 to September 1, 2018.
2. **COMPENSATION.** Contract shall be for estimated units of service, in a contract amount not to exceed \$72,487.00, pursuant to the proposal submitted by the Contractor, therefore this contract is open ended, which does not obligate the County of Gloucester to make any purchase. Services will be billed at the rate cited in the proposal.

Contractor shall be paid in accordance with this Contract document upon receipt of an invoice and a properly executed voucher. After approval by County, the payment voucher shall be placed in line for prompt payment.

Each invoice shall contain an itemized, detailed description of all work performed during the billing period. Failure to provide sufficient specificity shall be cause for rejection of the invoice until the necessary details are provided.

It is also agreed and understood that the acceptance of the final payment by Contractor shall be considered a release in full of all claims against the County arising out of, or by reason of, the work done and materials furnished under this Contract.

3. **DUTIES OF CONTRACTOR.** The specific duties of the Contractor shall be in the County's RFP# 017-017, and Contractor's responsive proposal, which are incorporated in their entirety and made a part of this Contract, together with any other specifications issued by the County in connection with this Contract. Should there occur a conflict between this form of contract and RFP# 017-017, this contract shall prevail.

Contractor agrees that it has or will comply with, and where applicable shall continue throughout the period of this Contract to comply with, all of the requirements of the bid documents.

4. **FURTHER OBLIGATIONS OF THE PARTIES.** 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, sex, veteran status or military service. 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, sex, veteran status or military service. 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, sex, veteran status or military service.

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.

5. **LICENSING AND PERMITTING.** If the Contractor or any of its agents is required to maintain a license, or to maintain in force and effect any permits issued by any governmental or quasi-governmental entity in order to perform the services which are the subject of this Contract, then prior to the effective date of this Contract, and as a condition precedent to its taking effect, Contractor shall provide to County a copy of its current license and permits required to operate in the State of New Jersey, which license and permits shall be in good standing and shall not be

subject to any current action to revoke or suspend, and shall remain so throughout the term of this Contract.

Contractor shall notify County immediately in the event of suspension, revocation or any change in status (or in the event of the initiation of any action to accomplish such suspension, revocation and/or change in status) of license or certification held by Contractor or its agents.

6. **TERMINATION.** This Contract may be terminated as follows:

A. Pursuant to the termination provisions set forth in the Bid Specifications or in the Request for Proposals, if any, as the case may be, which are specifically referred to and incorporated herein by reference.

B. If Contractor is required to be licensed in order to perform the services which are the subject of this Contract, then this Contract may be terminated by County in the event that the appropriate governmental entity with jurisdiction has instituted an action to have the Contractor's license suspended, or in the event that such entity has revoked or suspended said license. Notice of termination pursuant to this subparagraph shall be effective immediately upon the giving of said notice.

C. If, through any cause, the Contractor or subcontractor, where applicable, shall fail to fulfill in timely and proper manner his obligations under this Contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Contract, the County shall thereupon have the right to terminate this Contract by giving written notice to the Contractor of such termination and specifying the effective date thereof. In such event, all finished or unfinished documents, data, studies, and reports prepared by the Contractor under this Contract, shall be forthwith delivered to the County.

D. The County may terminate this Contract for public convenience at any time by a notice in writing from the County to the Contractor. If the Contract is terminated by the County as provided herein, the Contractor will be paid for the services rendered to the time of termination.

E. Notwithstanding the above, the Contractor or subcontractor, where applicable, shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Contract by the Contractor, and the County may withhold any payments to the Contractor for the purpose of set off until such time as the exact amount of damages due the County from the Contractor is determined.

F. Termination shall not operate to affect the validity of the indemnification provisions of this Contract, nor to prevent the County from pursuing any other relief or damages to which it may be entitled, either at law or in equity.

7. **PROPERTY OF THE COUNTY.** All materials developed, prepared, completed, or acquired by Contractor during the performance of the services specified by this Contract, including, but not limited to, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports, shall become the property of the County, except as may otherwise be stipulated in a written statement by the County.

8. **NO ASSIGNMENT OR SUBCONTRACT.** This Contract may not be assigned nor subcontracted by the Contractor, except as otherwise agreed in writing by both parties. Any attempted assignment or subcontract without such written consent shall be void with respect to

the County and no obligation on the County's part to the assignee shall arise, unless the County shall elect to accept and to consent to such assignment or subcontract.

9. **INDEMNIFICATION.** The Contractor or subcontractor, where applicable, shall be responsible for, shall keep, save and hold the County of Gloucester harmless from, shall indemnify and shall defend the County of Gloucester against any claim, loss, liability, expense (specifically including but not limited to costs, counsel fees and/or experts' fees), or damage resulting from all mental or physical injuries or disabilities, including death, to employees or recipients of the Contractor's services or to any other persons, or from any damage to any property sustained in connection with this contract which results from any acts or omissions, including negligence or malpractice, of any of its officers, directors, employees, agents, servants or independent contractors, or from the Contractor's failure to provide for the safety and protection of its employees, or from Contractor's performance or failure to perform pursuant to the terms and provisions of this Contract. The Contractor's liability under this agreement shall continue after the termination of this agreement with respect to any liability, loss, expense or damage resulting from acts occurring prior to termination.

10. **INSURANCE.** Contractor shall, if applicable to the services to be provided, maintain general liability, automobile liability, business operations, builder's insurance, and Workers' Compensation insurance in amounts, for the coverages, and with companies deemed satisfactory by County, and which shall be in compliance with any applicable requirements of the State of New Jersey. Contractor shall, simultaneously with the execution of this Contract, deliver certifications of said insurance to County, naming County as an additional insured.

If Contractor is a member of a profession that is subject to suit for professional malpractice, then Contractor shall maintain and continue in full force and effect an insurance policy for professional liability/malpractice with limits of liability acceptable to the County. Contractor shall, simultaneously with the execution of this Contract, and as a condition precedent to its taking effect, provide to County a copy of a certificate of insurance, verifying that said insurance is and will be in effect during the term of this Contract. The County shall review the certificate for sufficiency and compliance with this paragraph, and approval of said certificate and policy shall be necessary prior to this Contract taking effect. Contractor also hereby agrees to continue said policy in force and effect for the period of the applicable statute of limitations following the termination of this Contract and shall provide the County with copies of certificates of insurance as the certificates may be renewed during that period of time.

11. **SET-OFF.** Should Contractor either refuse or neglect to perform the service that Contractor is required to perform in accordance with the terms of this Contract, and if expense is incurred by County by reason of Contractor's failure to perform, then and in that event, such expense shall be deducted from any payment due to Contractor. Exercise of such set-off shall not operate to prevent County from pursuing any other remedy to which it may be entitled.

12. **PREVENTION OF PERFORMANCE BY COUNTY.** In the event that the County is prevented from performing this Contract by circumstances beyond its control, then any obligations owing by the County to the Contractor shall be suspended without liability for the period during which the County is so prevented.

13. **METHODS OF WORK.** Contractor agrees that in performing its work, it shall employ such methods or means as will not cause any interruption or interference with the operations of County or infringe on the rights of the public.

14. **NON-WAIVER.** The failure by the County to enforce any particular provision of this Contract, or to act upon a breach of this Contract by Contractor, shall not operate as or be construed as a waiver of any subsequent breach, nor a bar to any subsequent enforcement.

15. **PARTIAL INVALIDITY.** In the event that any provision of this Contract shall be or become invalid under any law or applicable regulation, such invalidity shall not affect the validity or enforceability of any other provision of this Contract.

16. **CHANGES.** This Contract may be modified by approved change orders, consistent with applicable laws, rules and regulations. The County, without invalidating this Contract, may order changes consisting of additions, deletions, and/or modifications, and the contract sum shall be adjusted accordingly. This Contract and the contract terms may be changed only by change order. The cost or credit to the County from change in this Contract shall be determined by mutual agreement before executing the change involved.

17. **NOTICES.** Notices required by this Contract shall be effective upon mailing of notice by regular and certified mail to the addresses set forth above, or by personal service, or if such notice cannot be delivered or personally served, then by any procedure for notice pursuant to the Rules of Court of the State of New Jersey.

18. **APPLICABLE LAW.** The terms and provisions of this Contract shall be construed pursuant to the laws of the State of New Jersey and, where applicable, the laws of the United States of America. Applicant/Contractor shall comply with the following Federal Code/Regulations concerning the Environment:

Sec. 306- Clean Air Act (42 USC 1857(h))
Sec. 508- Clean Water Act (33 USC 1368)
Environmental Protection Regs. 40CFR Part 15
Energy Policy and Conservation Act 89 Stat.891

19. **INDEPENDENT CONTRACTOR STATUS.** The parties acknowledge that Contractor is an independent contractor and is not an agent of the County.

20. **CONFLICT OF INTEREST.** Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services pursuant to this Contract. The Company further covenants that in the performance of this Contract, no person having any such interest shall be employed.

21. **CONFIDENTIALITY.** Contractor agrees not to divulge or release any information, reports, or recommendations developed or obtained in connection with the performance of this Contract, during the term of this Contract, except to authorized County personnel or upon prior approval of the County.

22. **BINDING EFFECT.** This Contract shall be binding on the undersigned and their successors and assigns.

23. **CONTRACT PARTS.** This Contract consists of this Contract document, RFP# 017-017 issued by the County of Gloucester and Contractor's responsive proposal. Should there occur a conflict between this form of contract and RFP# 017-017, then this contract shall prevail. If there should occur a conflict between this Contract or RFP# 017-017, then this Contract or the RFP, as the case may be, shall prevail.

THIS CONTRACT is made effective the 17th day of May, 2017.

IN WITNESS WHEREOF, the County has caused this instrument to be signed by its Director, attested by its Clerk, and its corporate seal affixed hereunto, pursuant to a Resolution of the said party of the first part passed for that purpose, and Contractor has caused this instrument to be signed by its properly authorized representative and its corporate seal affixed the day and year first above written.

ATTEST:



**LAURIE J. BURNS,
CLERK OF THE BOARD**

COUNTY OF GLOUCESTER



ROBERT M. DAMMING, DIRECTOR

ATTEST:

**GLOUCESTER COUNTY INSTITUTE
OF TECHNOLOGY**



**MICHAEL C. DICKEN,
SUPERINTENDENT**



New Jersey Schools Insurance Group

6000 Midlantic Drive Suite 300
Mt. Laurel, NJ 08054
(609)386-6060 * FAX 386-8877

June 27, 2016

Helen Goodwin
Hardenbergh Insurance Group
P.O. Box 8000

Marlton, NJ 08053-8099

Re: GCITSD & BOE of SSSD & VSDCG

Dear Helen:

Thank you for binding coverage with the New Jersey Schools Insurance Group.
The following coverages are effective July 1, 2016 to July 1, 2017.

Policy Type	Policy Number	Total Premium
Package	P373AH	\$173,887.39
Errors & Omissions	E373AH	\$36,705.13
Workers' Compensation	W373AH	\$213,797.60
Supplemental Indemnity	6477-5774	\$6,043.10
Total Bound Account Premium		\$430,433.22

The policies are in the process of being prepared and will be forwarded to you as soon as possible. In the interim, this letter shall serve to assure you that coverage is provided in accordance with the terms and conditions of the policies.

Sincerely,
Kelly Machu
Underwriting Manager



New Jersey Schools Insurance Group
Educational Risk and Insurance Consortium - South
General Change Endorsement

Policy Number: P608AH-01

Premium: Waived

Named Insured:

GCSSSD & BOE of SSSD & VSDCG
1340 Tanyard Road
P.O. Box 800
Sewell, NJ 08080-9510

Agent:

Hardenbergh Insurance Group
P.O. Box 8000
Marlton, NJ 08053-8099

Policy Term: July 1, 2016 to July 1, 2017 12:01 AM Eastern Standard Time

It is hereby understood and agreed that:

Section C Persons Insured by the Comprehensive General Liability Coverage NJSIG-G1 is amended to include the person(s) or organization(s) named on the attached Certificate of Insurance as an Additional Insured, but only for the accidents directly caused by the Named Insured's operations or accidents on that part of the premises owned by, rented to, or used by the Named Insured, and only for the Additional Insured's vicarious liability for the Named Insured's acts or omissions. This insurance does not cover the Additional Insured's own negligence (either active or passive) or liability due to its independent acts or omissions.

Effective Date: 07/01/2016

Endorsement Number: 3

Endorsement Issue Date: 08/02/2016

This endorsement should be attached to the existing policy as noted above. All other terms and conditions of the policy remain unchanged.


William M. Mayo
NJSIG Executive Director

CERTIFICATE OF COVERAGE				Certificate #: 15	Date: July 29, 2016										
Producer / Issuer: Hardenbergh Insurance Group P.O. Box 8000 Marlton, NJ 08053-8099		This Certificate is issued as a matter of information only and confers no rights upon the Certificate Holder. This Certificate does not amend, extend or alter the coverage afforded by the policies below.													
Insured: GCITSD & BOE of SSSD & VSDCG P.O. Box 800 1360 Tanyard Road Sewell, NJ 08080-9510		Companies Affording Coverage													
		Company A	New Jersey Schools Insurance Group												
		Company B													
		Company C													
COVERAGES															
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.															
CO LTR	Type of Insurance	Policy Number	Effective Date	Expiration Date	Limits										
A	General Liability COMMERCIAL GENERAL LIABILITY OCCURRENCE	P373AH-01	07/01/2016	07/01/2017	<table border="1"> <tr> <td>GENERAL AGGREGATE</td> <td>NONE</td> </tr> <tr> <td>PRODUCTS COMP/OP AGG</td> <td>\$16,000,000</td> </tr> <tr> <td>PERSONAL & ADV INJURY</td> <td>\$16,000,000</td> </tr> <tr> <td>EACH OCCURRENCE</td> <td>\$16,000,000</td> </tr> <tr> <td>FIRE DAMGE (Any one fire)</td> <td>\$16,000,000</td> </tr> </table>	GENERAL AGGREGATE	NONE	PRODUCTS COMP/OP AGG	\$16,000,000	PERSONAL & ADV INJURY	\$16,000,000	EACH OCCURRENCE	\$16,000,000	FIRE DAMGE (Any one fire)	\$16,000,000
GENERAL AGGREGATE	NONE														
PRODUCTS COMP/OP AGG	\$16,000,000														
PERSONAL & ADV INJURY	\$16,000,000														
EACH OCCURRENCE	\$16,000,000														
FIRE DAMGE (Any one fire)	\$16,000,000														
DESCRIPTION OF OPERATIONS/LOCATIONS/SPECIAL ITEMS															
RE: with respects to funding for participation in Summer Youth Education and Career Center Program only for days and times that GCITSD & BOE of SSSD and VSDCG High School Students are scheduled from July 1, 2016 through July 1, 2017. Certificate Holder is listed as Additional Insured per Endorsement # 3 but only for the negligent acts on the part of GCITSD & BOE of SSSD and VSDCG.															
Certificate Holder: County of Gloucester Bd of Chsn Freeholders its Depts & Agencies et al P.O. Box 337 Woodbury, NJ 08096			Cancellation Should any of the above described policies be cancelled before the expiration date thereof, the issuing insurer will endeavor to mail 30 days written notice to the Certificate Holder named to the left, but failure to do so shall impose no obligation or liability of any kind upon the insurer, its agents, or representatives.												
			Authorized Representative: 												

*Gloucester County
Special Services
School District*
1340 Tanyard Road
Sewell, NJ 08080



Michael C. Dicken, Superintendent
856-468-1445, Ext. 2711
mdicken@gcecnj.org

*Gloucester County
Vocational-Technical
School District*
1360 Tanyard Road
Sewell, NJ 08080

AN EQUAL OPPORTUNITY EMPLOYER

May 31, 2017

Pete Mercanti, Director
Purchasing Department
County Of Gloucester
PO Box 337
Woodbury, NJ 08096

RE: RFP-#017-017 "Youth Summer Program for High School Students Ages 17-21"

Dear Mr. Mercanti:

Enclosed please find an executed agreement between the Gloucester County Institute of Technology and the County of Gloucester for the above mentioned services. Also, enclosed is the Certificate of Insurance naming the County as certificate holder as well as additional insured.

If you have any questions or require additional information, please contact me at (856) 468-1445, Ext. 2702.

Yours truly,

A handwritten signature in blue ink that reads "Michael C. Dicken".

Michael C. Dicken
Superintendent

Attachments