

AGENDA

6:00 p.m. Wednesday, September 4, 2019.

Call to Order

Salute to the Flag

Open Public Meetings Statement

Roll Call

Changes to the Agenda

Approval of the regular meeting minutes from August 28, 2019.

PROCLAMATIONS

Public portion on agenda items only (time limit of five (5) minutes per person, per public portion).

DEPARTMENT OF ADMINISTRATION

**DIRECTOR DAMMINGER
FREEHOLDER DIMARCO**

A-1 RESOLUTION PROVIDING FOR THE INSERTION OF SPECIAL ITEMS OF REVENUE INTO THE 2019 BUDGET PURSUANT TO N.J.S.A. 40A:4-87.

- Women, Infants & Children (WIC) - \$786,887.00. This grant will provide nutrition education and vouchers redeemable for nutritious food to lactating women, infants and children.
- Route 44 Truck Bypass and Dupont Port Access Road in Greenwich Twp-MOD#2 - \$4,000,000.00. This is the third award related to this project. The \$1.2 million awarded in 2018 was for design and engineering costs. The \$4 million award in 2018 was the first piece of the award for the construction costs. This second \$4 million is the next piece of the construction award and brings the award total so far to \$9,200,000. The total project cost is expected to be \$13.2 million.
- HUD CDBG/Home Investment Partnership - \$1,920,632.00. These grants fund projects to strengthen communities and to expand opportunities for low and moderate income households throughout Gloucester County.

DEPARTMENT OF BUILDINGS & GOVERNMENT SERVICES

**FREEHOLDER DIMARCO
FREEHOLDER LAVENDER**

B-1 RESOLUTION AUTHORIZING THE APPLICATION AND ACCEPTANCE OF THE 2018 HELP AMERICA VOTE ACT (HAVA) ELECTION SECURITY GRANT FROM THE NEW JERSEY DEPARTMENT OF STATE, DIVISION OF ELECTIONS FOR \$50,842.00.

The State of New Jersey announced that an acceptable use funds from the 2018 HAVA Election Security Grant is to help counties secure their election facilities. The County will purchase items with the funds including, but not limited to; security cameras, motion sensors, and data processing equipment.

B-2 RESOLUTION AUTHORIZING A CONTRACT TO PURCHASE COMPUTER SOFTWARE AND RELATED SERVICES FROM CSI TECHNOLOGY GROUP FOR \$82,500.00.

This Resolution authorizes the purchase of a specialty software module for documentation of activities at the Gloucester County Child Advocacy Center with installation and training services, and a Juvenile module for case management for juvenile offender prosecutions. The modules work in conjunction with the proprietary InfoShare applications licensed to the County Prosecutor's office, and N.J.S.A. 40A:11-5(1)(dd) permits the performance of services for the support and maintenance of proprietary computer hardware and software without public advertising for bids. CAF #19-07336 and CAF #19-07337 have been obtained to certify funds.

DEPARTMENT OF ECONOMIC DEVELOPMENT & PUBLIC WORKS

**FREEHOLDER SIMMONS
FREEHOLDER CHRISTY**

C-1 RESOLUTION AUTHORIZING A CONTRACT WITH ZONE STRIPING, INC. FOR \$619,333.77.

This Resolution will authorize a contract with Zone Striping, Inc. for the 2019 County-wide State Aid Roadway Safety Project in various municipalities throughout Gloucester County, as set forth in engineering specifications #19-13SA for \$619,333.77. The Project is 100% State-aid funded. CAF #19-07355 was obtained to certify funds.

C-2 RESOLUTION CONSENTING TO ASSIGNMENT OF A CONTRACT TO MASER CONSULTING, P.A. REGARDING COUNTY-WIDE MATERIAL TESTING AND INSPECTION OF CONCRETE, ASPHALT AND SOILS.

This Resolution sets forth the County's consent to assign a contract to Maser Consulting, P.A., which contract was previously awarded to Craig Testing Laboratories, Inc., for County-wide material testing and inspection of concrete, asphalt and soils, as per RFP-19-037. Craig Testing Laboratories, Inc. was acquired by Maser Consulting, P.A. on July 26, 2019, and they will honor the terms and conditions of the present contract from June 11, 2019 to June 10, 2020, in an amount not to exceed \$50,000.00.

DEPARTMENT OF PUBLIC SAFETY & VETERANS AFFAIRS

**FREEHOLDER CHRISTY
FREEHOLDER SIMMONS**

D-1 RESOLUTION AUTHORIZING CONTRACT AMENDMENTS FOR STRYKER SALES CORPORATION.

Resolution authorizing the County to amend the contracts awarded on August 14, 2019 for PD-019-037 and PD-019-038 from Physio-Control, Inc. to Stryker Sales Corporation with all terms and conditions of the bids remaining the same. The appropriate correspondence has been submitted to the County from Stryker Sales Corporation stating that Physio-Control, Inc. is now a wholly owned subsidiary of Stryker Sales Corporation

DEPARTMENT OF EDUCATION

**FREEHOLDER BARNES
FREEHOLDER JEFFERSON**

DEPARTMENT OF HEALTH & HUMAN SERVICES

**FREEHOLDER JEFFERSON
FREEHOLDER BARNES**

DEPARTMENT OF PARKS & LAND PRESERVATION

**FREEHOLDER LAVENDER
FREEHOLDER DIMARCO**

Old Business

New Business

Public Portion (time limit of five (5) minutes per person)

Adjournment

Time_____

MINUTES

6:00 p.m. Wednesday, August 28, 2019.

Call to Order

Salute to the Flag

Open Public Meetings Statement

Roll Call

	Present	Absent
Deputy Director DiMarco	X	
Freeholder Barnes	X	
Freeholder Christy	X	
Freeholder Jefferson	X	
Freeholder Lavender	X	
Freeholder Simmons	X	
Director Damminger	X	

Changes to the Agenda

Approval of the regular meeting minutes from August 14, 2019.

	Motion	Second	AYE	NAY	Abstain	Absent
Deputy Director DiMarco	X		X			
Freeholder Barnes			X			
Freeholder Christy			X			
Freeholder Jefferson					X	
Freeholder Lavender			X			
Freeholder Simmons		X	X			
Director Damminger			X			

Comments: N/A

PROCLAMATIONS

52012 Proclamation presented to Miss New Jersey's Outstanding Teen 2019, Brynn McKinney. (Presented) (Freeholder Jefferson).

52013 Proclamation recognizing The Emmanuel Baptist Church Community Outreach Event Celebrating 20 Years (1999-2019) (previously presented) (Freeholder Simmons)

INTRODUCTION OF A REFUNDING BOND ORDINANCE

52014 INTRODUCTION OF A REFUNDING BOND ORDINANCE PROVIDING FOR THE REFUNDING OF UP TO ALL OF THE COUNTY'S OUTSTANDING CALLABLE GENERAL OBLIGATION BONDS, SERIES 2010, DATED SEPTEMBER 30, 2010; AUTHORIZING THE ISSUANCE OF UP TO \$16,800,000 OF GENERAL OBLIGATION REFUNDING BONDS OF THE COUNTY OF GLOUCESTER, NEW JERSEY, TO FINANCE THE COSTS THEREOF; MAKING CERTAIN DETERMINATIONS AND COVENANTS IN CONNECTION THEREWITH; AND AUTHORIZING CERTAIN RELATED ACTIONS IN CONNECTION WITH THE FOREGOING

This Refunding Bond Ordinance authorizes the refunding of the County's General Obligation Bonds, Series 2010, to result in interest cost savings to the County. The public hearing and vote for adoption of this Refunding Bond Ordinance will be at the September 18, 2019 Freeholder meeting.

	Motion	Second	AYE	NAY	Abstain	Absent
Deputy Director DiMarco	X		X			
Freeholder Barnes			X			
Freeholder Christy			X			
Freeholder Jefferson			X			
Freeholder Lavender			X			
Freeholder Simmons		X	X			
Director Damminger			X			

Comments: N/A

Public portion on agenda items only (time limit of five (5) minutes per person, per public portion).

OPEN

	Motion	Second	AYE	NAY	Abstain	Absent
Deputy Director DiMarco	X		X			
Freeholder Barnes			X			
Freeholder Christy			X			
Freeholder Jefferson			X			
Freeholder Lavender			X			
Freeholder Simmons		X	X			
Director Damminger			X			

Comments: N/A

CLOSE

	Motion	Second	AYE	NAY	Abstain	Absent
Deputy Director DiMarco	X		X			
Freeholder Barnes			X			
Freeholder Christy			X			
Freeholder Jefferson			X			
Freeholder Lavender			X			
Freeholder Simmons		X	X			
Director Damminger			X			

Comments: N/A

DEPARTMENT OF ADMINISTRATION

**DIRECTOR DAMMINGER
FREEHOLDER DIMARCO**

52015 RESOLUTION AUTHORIZING AND APPROVING THE BILL LISTS FOR THE MONTH OF AUGUST 2019.

	Motion	Second	AYE	NAY	Abstain	Absent
Deputy Director DiMarco	X		X			
Freeholder Barnes			X			
Freeholder Christy			X			
Freeholder Jefferson			X			
Freeholder Lavender			X			
Freeholder Simmons		X	X			
Director Damminger			X			

Comments: N/A

52016 RESOLUTION AUTHORIZING CONTINUANCE OF THE GLOUCESTER COUNTY COOPERATIVE CONTRACT PURCHASING SYSTEMS #CK-01-GC AND #16-GL-CP, FOR A JOINT PURCHASING SYSTEM ALLOWING PARTICIPATING MEMBERS TO PURCHASE CONSISTENT WITH CONTRACTS NEGOTIATED BY THE COUNTY FROM OCTOBER 16, 2019 TO OCTOBER 15, 2024.

	Motion	Second	AYE	NAY	Abstain	Absent
Deputy Director DiMarco	X		X			
Freeholder Barnes			X			
Freeholder Christy			X			
Freeholder Jefferson			X			
Freeholder Lavender			X			
Freeholder Simmons		X	X			
Director Damminger			X			

Comments: N/A

52017 RESOLUTION AUTHORIZING PURCHASE OF THE ESET ENDPOINT PROTECTION RENEWAL LICENSE FROM NETWORK SECURITY GROUP FROM SEPTEMBER 16, 2019 TO SEPTEMBER 15, 2022 FOR A TOTAL AMOUNT OF \$18,600.00.

	Motion	Second	AYE	NAY	Abstain	Absent
Deputy Director DiMarco	X		X			
Freeholder Barnes			X			
Freeholder Christy			X			
Freeholder Jefferson			X			
Freeholder Lavender			X			
Freeholder Simmons		X	X			
Director Damminger			X			

Comments: N/A

52018 RESOLUTION AUTHORIZING THE PURCHASE OF EQUIPMENT AND RELATED SERVICES FROM PLATINUM NETWORKS, LLC FROM AUGUST 28, 2019 TO AUGUST 27, 2020 IN AN AMOUNT NOT TO EXCEED \$50,000.00.

	Motion	Second	AYE	NAY	Abstain	Absent
Deputy Director DiMarco	X		X			
Freeholder Barnes			X			
Freeholder Christy			X			
Freeholder Jefferson			X			
Freeholder Lavender			X			
Freeholder Simmons		X	X			
Director Damminger			X			

Comments: N/A

DEPARTMENT OF BUILDINGS & GOVERNMENT SERVICES

**FREEHOLDER DIMARCO
FREEHOLDER LAVENDER**

52019 RESOLUTION AUTHORIZING THE PURCHASE OF FURNITURE AND FIXTURES FROM GROUP LACASSE, LLC THROUGH STATE CONTRACT FOR \$19,210.75.

	Motion	Second	AYE	NAY	Abstain	Absent
Deputy Director DiMarco	X		X			
Freeholder Barnes			X			
Freeholder Christy			X			
Freeholder Jefferson			X			
Freeholder Lavender		X	X			
Freeholder Simmons			X			
Director Damminger			X			

Comments: N/A

52020 RESOLUTION AUTHORIZING GRANT APPLICATION AND AGREEMENT WITH NJ DEPARTMENT OF LAW AND PUBLIC SAFETY AND ACCEPTING FUNDS FROM THE SFY 2019 OPERATION HELPING HAND GRANT FOR \$100,000.00 FOR GRANT TERM SEPTEMBER 1, 2019 TO AUGUST 31, 2020.

	Motion	Second	AYE	NAY	Abstain	Absent
Deputy Director DiMarco	X		X			
Freeholder Barnes			X			
Freeholder Christy			X			
Freeholder Jefferson			X			
Freeholder Lavender		X	X			
Freeholder Simmons			X			
Director Damminger			X			

Comments: N/A

52021 RESOLUTION AUTHORIZING A CONTRACT WITH SOUTH JERSEY OVERHEAD DOOR COMPANY FROM SEPTEMBER 19, 2019 TO SEPTEMBER 18, 2021, IN AN AMOUNT NOT TO EXCEED \$80,000.00 PER YEAR.

	Motion	Second	AYE	NAY	Abstain	Absent
Deputy Director DiMarco	X		X			
Freeholder Barnes			X			
Freeholder Christy					X	
Freeholder Jefferson			X			
Freeholder Lavender		X	X			
Freeholder Simmons			X			
Director Damminger			X			

Comments: N/A

52022 RESOLUTION AUTHORIZING CHANGE ORDER #1 TO A CONTRACT WITH DUALL BUILDING RESTORATION, INC., INCREASING THE CONTRACT BY \$6,421.60.

	Motion	Second	AYE	NAY	Abstain	Absent
Deputy Director DiMarco	X		X			
Freeholder Barnes			X			
Freeholder Christy			X			
Freeholder Jefferson			X			
Freeholder Lavender		X	X			
Freeholder Simmons			X			
Director Damminger			X			

Comments: _____

**DEPARTMENT OF ECONOMIC DEVELOPMENT
& PUBLIC WORKS**

**FREEHOLDER SIMMONS
FREEHOLDER CHRISTY**

52023 RESOLUTION AUTHORIZING THE COUNTY TO ASSUME JURISDICTIONAL CONTROL OVER A PORTION OF DELAWARE STREET, COOPER STREET, AND RED BANK AVENUE IN THE CITY OF WOODBURY.

	Motion	Second	AYE	NAY	Abstain	Absent
Deputy Director DiMarco			X			
Freeholder Barnes			X			
Freeholder Christy		X	X			
Freeholder Jefferson			X			
Freeholder Lavender			X			
Freeholder Simmons	X		X			
Director Damminger			X			

Comments: N/A

52024 RESOLUTION AUTHORIZING THE COUNTY TO VACATE A PORTION OF EAST BARBER AVENUE, SOUTH BARBER AVENUE, AND RAILROAD AVENUE IN THE CITY OF WOODBURY.

	Motion	Second	AYE	NAY	Abstain	Absent
Deputy Director DiMarco			X			
Freeholder Barnes			X			
Freeholder Christy		X	X			
Freeholder Jefferson			X			
Freeholder Lavender			X			
Freeholder Simmons	X		X			
Director Damminger			X			

Comments: N/A

52025 RESOLUTION AUTHORIZING THE COUNTY TO VACATE A PORTION OF PANCOAST ROAD IN THE TOWNSHIP OF WOOLWICH.

	Motion	Second	AYE	NAY	Abstain	Absent
Deputy Director DiMarco			X			
Freeholder Barnes			X			
Freeholder Christy		X	X			
Freeholder Jefferson			X			
Freeholder Lavender			X			
Freeholder Simmons	X		X			
Director Damminger			X			

Comments: N/A

52026 RESOLUTION INCREASING THE CONTRACT WITH STANTEC CONSULTING SERVICES, INC. BY \$189,624.64 FOR A NEW TOTAL CONTRACT AMOUNT OF \$688,041.56.

	Motion	Second	AYE	NAY	Abstain	Absent
Deputy Director DiMarco	X		X			
Freeholder Barnes					X	
Freeholder Christy		X	X			
Freeholder Jefferson			X			
Freeholder Lavender			X			
Freeholder Simmons					X	
Director Damminger			X			

Comments:

52027 RESOLUTION AUTHORIZING AMENDMENTS TO THE CONTRACTS WITH MID-ATLANTIC STATES CAREER AND EDUCATION CENTER AND ST. JOHN OF GOD COMMUNITY SERVICES.

	Motion	Second	AYE	NAY	Abstain	Absent
Deputy Director DiMarco			X			
Freeholder Barnes			X			
Freeholder Christy		X	X			
Freeholder Jefferson			X			
Freeholder Lavender			X			
Freeholder Simmons	X		X			
Director Damminger			X			

Comments: N/A

52028 RESOLUTION APPROVING AMENDMENTS TO THE WORKFORCE DEVELOPMENT BOARD LOCAL PLAN, 2017-2020.

	Motion	Second	AYE	NAY	Abstain	Absent
Deputy Director DiMarco			X			
Freeholder Barnes			X			
Freeholder Christy		X	X			
Freeholder Jefferson			X			
Freeholder Lavender			X			
Freeholder Simmons	X		X			
Director Damminger			X			

Comments: N/A

52029 RESOLUTION AUTHORIZING AGREEMENTS WITH SEVEN NONPROFIT AGENCIES FOR PUBLIC SERVICE PROJECTS, FROM SEPTEMBER 1, 2019 TO AUGUST 31, 2020.

	Motion	Second	AYE	NAY	Abstain	Absent
Deputy Director DiMarco			X			
Freeholder Barnes			X			
Freeholder Christy		X	X			
Freeholder Jefferson			X			
Freeholder Lavender					X	
Freeholder Simmons	X		X			
Director Damminger			X			

Comments: N/A

DEPARTMENT OF PUBLIC SAFETY & VETERANS AFFAIRS

**FREEHOLDER CHRISTY
FREEHOLDER SIMMONS**

DEPARTMENT OF EDUCATION

**FREEHOLDER BARNES
FREEHOLDER JEFFERSON**

DEPARTMENT OF HEALTH & HUMAN SERVICES

**FREEHOLDER JEFFERSON
FREEHOLDER BARNES**

52030 RESOLUTION ENDORSING THE YOUTH SERVICES COMMISSION 2020 COMPREHENSIVE PLAN UPDATE AND AUTHORIZING APPLICATION TO THE STATE OF NEW JERSEY JUVENILE JUSTICE COMMISSION FOR STATE/COMMUNITY PARTNERSHIP, AND FAMILY COURT FUNDS TOTALING \$557,805.00, FROM JANUARY 1, 2020 TO DECEMBER 31, 2020.

	Motion	Second	AYE	NAY	Abstain	Absent
Deputy Director DiMarco			X			
Freeholder Barnes		X	X			
Freeholder Christy			X			
Freeholder Jefferson	X		X			
Freeholder Lavender			X			
Freeholder Simmons			X			
Director Damminger			X			

Comments: N/A

52031 RESOLUTION AUTHORIZING THE COUNTY TO USE COMPETITIVE CONTRACTING TO ADVERTISE REQUEST FOR PROPOSALS TO SERVE AS THE GLOUCESTER COUNTY INTOXICATED DRIVER RESOURCE CENTER FOR 12 HOUR AND 48 HOUR PROGRAMS.

	Motion	Second	AYE	NAY	Abstain	Absent
Deputy Director DiMarco			X			
Freeholder Barnes		X	X			
Freeholder Christy			X			
Freeholder Jefferson	X		X			
Freeholder Lavender			X			
Freeholder Simmons			X			
Director Damminger			X			

Comments: N/A

52032 RESOLUTION AUTHORIZING A CONTRACT WITH TYLER TECHNOLOGIES, INC. FOR \$19,162.50.

	Motion	Second	AYE	NAY	Abstain	Absent
Deputy Director DiMarco			X			
Freeholder Barnes		X	X			
Freeholder Christy			X			
Freeholder Jefferson	X		X			
Freeholder Lavender			X			
Freeholder Simmons			X			
Director Damminger			X			

Comments: N/A

**DEPARTMENT OF PARKS &
LAND PRESERVATION**

**FREEHOLDER LAVENDER
FREEHOLDER DIMARCO**

52033 RESOLUTION AUTHORIZING THE PURCHASE OF A JOHN DEERE 4066 M TRACTOR FROM CENTRAL JERSEY EQUIPMENT, LLC FOR \$28,000.00.

	Motion	Second	AYE	NAY	Abstain	Absent
Deputy Director DiMarco		X	X			
Freeholder Barnes			X			
Freeholder Christy			X			
Freeholder Jefferson			X			
Freeholder Lavender	X		X			
Freeholder Simmons			X			
Director Damminger			X			

Comments: N/A

52034 RESOLUTION AUTHORIZING THE PURCHASE OF A TRIPLEX MOWER, JACOBSEN GP 400 FROM LAWN AND GOLF SUPPLY CO., INC. FOR \$34,607.00.

	Motion	Second	AYE	NAY	Abstain	Absent
Deputy Director DiMarco		X	X			
Freeholder Barnes			X			
Freeholder Christy			X			
Freeholder Jefferson			X			
Freeholder Lavender	X		X			
Freeholder Simmons			X			
Director Damminger			X			

Comments: N/A

Old Business

New Business

Public Portion (time limit of five (5) minutes per person)

OPEN

	Motion	Second	AYE	NAY	Abstain	Absent
Deputy Director DiMarco	X		X			
Freeholder Barnes			X			
Freeholder Christy			X			
Freeholder Jefferson			X			
Freeholder Lavender			X			
Freeholder Simmons		X	X			
Director Damminger			X			

Comments: N/A

CLOSE

	Motion	Second	AYE	NAY	Abstain	Absent
Deputy Director DiMarco	X		X			
Freeholder Barnes			X			
Freeholder Christy			X			
Freeholder Jefferson			X			
Freeholder Lavender			X			
Freeholder Simmons		X	X			
Director Damminger			X			

Comments: N/A

Adjournment

	Motion	Second	AYE	NAY	Abstain	Absent
Deputy Director DiMarco	X		X			
Freeholder Barnes			X			
Freeholder Christy			X			
Freeholder Jefferson			X			
Freeholder Lavender			X			
Freeholder Simmons		X	X			
Director Damminger			X			

Comments: N/A

Time: 6:20

A-1

RESOLUTION PROVIDING FOR THE INSERTION OF SPECIAL ITEMS OF REVENUE INTO THE 2019 BUDGET PURSUANT TO N.J.S.A. 40A:4-87

WHEREAS, N.J.S.A. 40A:4-87 provides that the Director of the Division of Local Government Services may approve the insertion of any special item of revenue in the budget of any County or Municipality when such item shall have been made available by law, and the amount thereof was not determined at the time of the adoption of the budget; and

WHEREAS, said Director may also approve the insertion of an item of appropriation for equal amount.

NOW, THEREFORE, BE IT RESOLVED that the County of Gloucester hereby requests the Director of the Division of Local Government Services approve the insertion of special items of revenue into the Gloucester County budget for the year 2019 as follows:

- **Women, Infants & Children (WIC)** - \$786,887.00. This grant will provide nutrition education and vouchers redeemable for nutritious food to lactating women, infants and children.
- **Route 44 Truck Bypass and Dupont Port Access Road in Greenwich Twp-MOD#2** - \$4,000,000.00. This is the third award related to this project. The \$1.2 million awarded in 2018 was for design and engineering costs. The \$4 million awarded in 2018 was the first portion of the award for the construction costs. This second \$4 million is the next portion of the construction award, and brings the award total to date to \$9,200,000.00. The total project cost is expected to be \$13.2 million.
- **HUD CDBG/Home Investment Partnership** - \$1,920,632.00. These two grants are used to fund projects that strengthen communities and will expand opportunities for low and moderate income households throughout Gloucester County.

ADOPTED at a meeting of the Board of Chosen Freeholders of the County of Gloucester held on September 4, 2019 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

**Laurie Burns,
Clerk of the Board**

B-1

**RESOLUTION AUTHORIZING THE APPLICATION AND ACCEPTANCE
OF THE 2018 HELP AMERICA VOTE ACT (HAVA) ELECTION SECURITY
GRANT FROM THE NEW JERSEY DEPARTMENT OF STATE,
DIVISION OF ELECTIONS FOR \$50,842.00**

WHEREAS, the State of New Jersey announced that an acceptable use of funds from the 2018 HAVA Election Security Grant is to help counties secure election facilities; and

WHEREAS, the County of Gloucester is applying for funds in the amount of \$50,842.00 which will be used for purchases that will include, but not be limited to, security cameras, motion sensors, and data processing equipment.

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester, that the Director of the Board, is hereby authorized and directed to execute and the Clerk of the Board is authorized to attest to, the grant agreement and any and all necessary documents with the New Jersey Department of State, Division of Elections to accept the 2018 Help America Vote Act (HAVA) Election Security Grant in the amount of \$50,842.00, or an amount as adjusted by the grantor.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester and State of New Jersey held on Wednesday, September 4, 2019 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

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

GRANT REQUEST FORM

DATE: 8/6/19

1. TYPE OF GRANT
 NEW GRANT RENEWAL

2. GRANT TITLE: HAVA Election Security Grant

3. GRANT TERM: FROM: _____ TO: _____

4. DATE APPLICATION DUE TO GRANTOR: _____

5. CFDA NUMBER: _____

6. STATE GRANT NUMBER: _____

7. COUNTY DEPARTMENT: Supt of Elections

8. DEPT. CONTRACT PERSON & PHONE NO. Mark Harris 856-384-4500

9. NAME OF FUNDING AGENCY: NJ Dept of State Division of Elections

10. BRIEF DESCRIPTION OF GRANT PROGRAM (TO BE USED FOR CLERK OF BOARD): The State of New Jersey announced it will use funds from the 2018 HAVA Election Security Grant to help counties implement a remediation plan to secure their election facilities. Our office will use these funds to purchase security camera, motion sensors and data processing equipment.

11. _____

12. DID YOU READ THE GRANT AND UNDERSTAND ITS TERMS? yes

13. INDIRECT COST (IC) RATE %

14. IC CHARGED TO GRANT : \$ _____

15. FINANCIAL: REQUESTED MANDATED

GRANT FUNDS \$ 50,842.00

CASH MATCH \$ _____

IN-KIND MATCH \$ _____
(Attached Documentation) (Attach Documentation)
TOTAL PROGRAM BUDGET \$ 50,842.00

16. TOTAL PROGRAM COST (GRANT REVIEW SHEET)

TOTAL SALARY & WAGES (a): \$ _____

TOTAL OTHER EXPENSES (b): \$ _____

TOTAL FRINGE (c): \$ _____

TOTAL PROGRAM COST (d): \$ 50,842.00

TOTAL GRANT FUNDING (e): \$ 50,842.00

TOTAL COUNTY FUNDING (f): \$ _____

DEPT. HEAD: 
Signature

DATE: 8.6.19

***PLEASE FORWARD ONE HARD COPY AND ONE ELECTRONIC COPY OF THE FOLLOWING ITEMS TO YOUR ACCOUNTANT AT THE TREASURER'S OFFICE:

- GRANT REQUEST FORM
- GRANT REVIEW SHEET
- C-2 FORM
- GRANT APPLICATION
- RESOLUTION AND BLURB

***IF SIGNATURES ARE REQUIRED PLEASE HAVE THE NAME TYPED OUT AND FLAGGED.

***IF THE GRANT PROVIDES FOR OUTSIDE CONTRACTING, INCLUDE AN EXPLANATION OF YOUR SELECTION PROCEDURES FOR SUB-GRANTEES.

HAVA 2018 Election Security Grant

Physical Security Reimbursement Application Guidelines

The purpose of this grant is to set forth the requirements that must be met by each county seeking use of the 2018 Help America Vote Act (HAVA) funding to remediate physical security vulnerabilities in County Election locations.

The NJ Department of State (DOS), using the HAVA 2018 Election Security Grant, has allotted funds to conduct a physical vulnerability assessment on current county facilities, voting machines and election materials. This assessment will result in the counties receiving a gap analysis and remediation plan. DOS will offer a sub-grant to the counties to help them implement the remediation plan to secure their election facilities. These funds will be distributed to the counties based on their grant application and availability of funds. The guidelines and stipulations set forth below must be followed. All funding and expenditures will be subject to state and federal audits.

Use of Grant Funds

Grant funds must be used for one or more of the following activities:

Additional Staff Hours and Overtime – The worksheets provided by the state must be completed and include all relevant fields of work activity used to support the remediation plan. The cost of any overtime hours reasonably incurred by the county election office staff, which would not have occurred but for the security remediation plan, will be assumed by the State. The cost of regular work hours will not be reimbursed by the State.

The cost of any additional temporary staff that would not have been hired but for implementation of the security remediation plan, will be assumed by the State.

Vendor Expenses - An outside vendor may be contracted to complete the security remediation tasks. Before a vendor can be contracted the County must obtain a fixed price not-to-exceed quote for work to be performed and submit to the Division of Elections for approval.

Submission of County Application for Reimbursement

The Division of Elections will provide a payment of up to 100% of the total award upon receipt and acceptance of a completed and signed Grant Agreement. Funds cannot be used for anything other than completing the security remediation plan and associated corrections.

1. Application for Reimbursement and Expenditure detail forms provided by the State of NJ Division of Elections may be used by either County Commissioner of Registration, County Board of Election or County Clerk's office.
2. The forms package will be emailed to county election offices requesting to participate.
3. The County Election officials will be provided with:
 - a. 2018 Physical Security Remediation-Application for Reimbursement
 - b. Office Staff Overtime worksheet
 - c. Temporary Staff Hours worksheet
 - d. Vendor Expenses worksheet
4. The County Election official will complete all required documentation as proof of expenditure for each allowable cost category.
5. Source documentation must be provided to back-up each expenditure.
6. The County will sign and date the Application for Reimbursement form and submit along with the detail expenditure worksheets and associated back up materials to the State of NJ, Division of Elections.



State of New Jersey
 Department of State
 Division of Elections

2018 Physical Security Remediation – Application for Reimbursement Commissioner of Registration

Applicant Information:

County: Gloucester Federal Identification # (FEIN): _____
 Address: _____ Zip Code: _____
 Contact Person: _____ Phone #: _____
 Fax #: _____ Email: _____

TOTAL REIMBURSEMENT REQUEST: \$ _____

Office Staff OT (Box 1)	Temporary Staff Hours/OT (Box 2)	Vendor Expenses (Box 3)	TOTAL (Box 4)
\$ _____	\$ _____	\$ _____	\$ _____

Certification:

The undersigned certify that the information contained in this application is true to their best knowledge and belief.

Stephanie Salvatore _____ Date _____
 County Superintendent of Elections (Printed Name) Signature

Christopher Powell _____ Date _____
 County Board of Election Chairman (Printed name) Signature

David Ferrucci _____ Date _____
 County Board of Election Secretary/Commissioner (Printed Name) Signature

 County Fiscal Officer (Printed Name) Signature _____ Date _____



State of New Jersey
 Department of State
 Division of Elections

2018 Physical Security Remediation- Application for Reimbursement Commissioner of Registration

Applicant Information:

County: _____ Federal Identification # (FEIN): _____
 Address: _____ Zip Code: _____
 Contact Person: _____ Phone #: _____
 Fax #: _____ Email: _____

TOTAL REIMBURSEMENT REQUEST: \$ _____

Office Staff OT (Box 1)	Temporary Staff Hours/OT (Box 2)	Vendor Expenses (Box 3)	TOTAL (Box 4)
\$ _____	\$ _____	\$ _____	\$ _____

Certification:

The undersigned certify that the information contained in this application is true to their best knowledge and belief.

County Superintendent of Elections (Printed Name)	_____	Signature	_____	Date	_____
County Board of Election Chairman (Printed name)	_____	Signature	_____	Date	_____
County Board of Election Secretary/Commissioner (Printed Name)	_____	Signature	_____	Date	_____
County Fiscal Officer (Printed Name)	_____	Signature	_____	Date	_____

B-2

**RESOLUTION AUTHORIZING A CONTRACT TO PURCHASE
COMPUTER SOFTWARE AND RELATED SERVICES FROM
CSI TECHNOLOGY GROUP FOR \$82,500.00**

WHEREAS, the County of Gloucester (hereinafter "County"), through the County Prosecutor's Office has the need for specialty modules for documentation of activities at the Child Advocacy Center, including installation and training services, as well as a Juvenile module for case management for Juvenile offender prosecutions; and

WHEREAS, the modules work with proprietary InfoShare applications licensed to the County Prosecutor's office, and N.J.S.A. 40A:11-5(1)(dd) permits the provision and performance of goods and services for the support and maintenance of proprietary computer hardware and software without public advertising for bids, and the County Prosecutor's Office has determined said modules are proprietary; and

WHEREAS, the County can obtain said goods and services from CSI Technology Group of 330 Mac Lane, Keasbey, NJ 08832, for a total amount of \$82,500.00; and

WHEREAS, a Certificate of Availability of Funds has been provided by the County Treasurer certifying funds in the total amount of \$82,500.00, pursuant to CAF #19-07336 for \$30,000.00 to be charged against budget line item G-02-18-243-000-20652, and CAF #19-07337 for \$52,500.00 to be charged against line item G-02-18-243-000-20652.

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester that the Freeholder Director is authorized to execute and the Clerk of the Board is authorized to attest to, a contract with CSI Technology Group for the purchase of the computer modules and related installation and training services, as per contractor's estimates dated July 30, 2019, for a total amount of \$82,500.00.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on September 4, 2019 at Woodbury New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

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

**CONTRACT BETWEEN
COUNTY OF GLOUCESTER
AND
CSI TECHNOLOGY GROUP**

THIS CONTRACT is made effective the 4th day of **September, 2019**, by and between the **COUNTY OF GLOUCESTER**, a body politic and corporate, with administrative offices at 2 South Broad Street, Woodbury, New Jersey 08096, hereinafter referred to as "**County**", and **CSI TECHNOLOGY GROUP**, with offices at 330 Mac Lane, Keasbey, NJ 08832, hereinafter referred to as "**Contractor**".

RECITALS

WHEREAS, the County of Gloucester has a need for specialty modules for the documentation of activities at the Child Advocacy Center of Gloucester County, including installation and training services, as well as a Juvenile module for case management regarding Juvenile offender prosecutions; and

WHEREAS, the modules work with proprietary applications licensed to the County Prosecutor's office, and N.J.S.A. 40A:11-5(1)(dd) permits the provision and performance of goods and services for the support and maintenance of proprietary computer hardware and software without public advertising for bids, and the County Prosecutor's Office has determined said modules are proprietary; and

WHEREAS, the contract is being awarded consistent with provisions of the Gloucester County Administrative Code and N.J.S.A. 19:44A-20.4 et seq., with this Contractor having certified that it has not previously made and will not make a disqualifying contribution during the term of the contract; and

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

TERMS OF AGREEMENT

1. **TERM**. The contract shall be for the period of one (1) year from September 4, 2019 to September 3, 2020.
2. **COMPENSATION**. Contract shall be for a total amount of \$82,500.00 (comprised of \$45,000.00 for the specialty module plus \$7,500.00 for installation and training services; and, \$30,000.00 for the Juvenile module), as per Contractor's estimates dated July 30, 2019 attached hereto as Schedule A.

Contractor shall be paid in accordance with this Contract document within 30 days upon date 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.

3. **DUTIES.** The specific duties of the Contractor shall be for the provision of the specialty module to be used by the County Prosecutor's Office for documentation of Child Advocacy Center activities, with installation and training services included, as well as provision of the Juvenile module, as per Schedule A attached hereto, and incorporated herein and made a part of this Contract.

4. **FURTHER OBLIGATIONS OF THE PARTIES.** During the performance of this Contract, the Contractor agrees as follows:

a. The Contractor where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the Contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

b. The Contractor where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

c. The Contractor 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.

d. The Contractor 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 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. 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.

B. 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.

C. 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.

D. 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.

E. 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. **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.

8. **INDEMNIFICATION.** The Contractor or subcontractor, where applicable, shall be responsible for, shall keep, save and hold the County of Gloucester harmless from, and 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 personal injury, including death, to employees or recipients of the Contractor's services or to any other persons, or from any damage to any property of third parties sustained in connection with this contract which results from any negligent acts or omissions of any of its officers, directors, employees, agents, servants or independent contractors. 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.

9. **POLITICAL CONTRIBUTION DISCLOSURE AND PROHIBITION.** This contract has been awarded to Contractor based on the merits and abilities of Contractor to provide the goods or services described in this Contract. This contract was awarded through a non-competitive process pursuant to N.J.S.A. 19:44A-20.4 et seq. The signer of this Contract does hereby certify that Contractor, its subsidiaries, assigns or principals controlling in excess of 10% of the Contractor will not make a reportable contribution during the term of the contract to any political party committee in Gloucester County if a member of that political party is serving in an elective public office of Gloucester County when the contract is awarded, or to any candidate committee of any person serving in an elective public office of Gloucester County when the contract is awarded.

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 carriers 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.

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

12. **NON-WAIVER.** The failure by either party to enforce any particular provision of this Contract, or to act upon a breach of this Contract, the other party shall not operate as or be construed as a waiver of any subsequent breach, nor a bar to any subsequent enforcement.
13. **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.
14. **CHANGES.** This Contract may be modified by 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.
15. **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.
16. **GOVERNING LAW, JURISDICTION AND VENUE.** This agreement and all questions relating to its validity, interpretation, performance or enforcement shall be governed by and construed in accordance with the laws of the State of New Jersey. The parties each irrevocably agree that any dispute arising under, relating to, or in connection with, directly or indirectly, this agreement or related to any matter which is the subject of or incidental to this agreement (whether or not such claim is based upon breach of contract or tort) shall be subject to the exclusive jurisdiction and venue of the state and/or federal courts located in Gloucester County, New Jersey or the United States District Court, District of New Jersey, Camden, New Jersey. This provision is intended to be a "mandatory" forum selection clause and governed by and interpreted consistent with New Jersey law and each waives any objection based on forum non conveniens.
17. **INDEPENDENT CONTRACTOR STATUS.** The parties acknowledge that Contractor is an independent contractor and is not an agent of the County.
18. **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.
19. **BINDING EFFECT.** This Contract shall be binding on the undersigned and their successors and assigns.
20. **CONTRACT PARTS.** This Contract consists of this Contract document, and Contractor's estimates dated July 30, 2019, which are attached hereto as Schedule A and incorporated herein. Should there occur a conflict as to the documents identified above, then this

to in the documents identified above, then this Contract shall prevail.

THIS CONTRACT is effective as of the **4th** day of **September, 2019**.

IN WITNESS WHEREOF, the County has caused this instrument to be signed by its Director and attested by its Board Clerk, 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:

COUNTY OF GLOUCESTER

LAURIE J. BURNS,
CLERK OF THE BOARD

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

CSI TECHNOLOGY GROUP

By: (print)
Title:

SCHEDULE A

**Computer Square, Inc.**

330 MAC LANE, KEASBEY, NJ 08832 USA

TEL: (732)346-0200 FAX: (732)346-0209
<http://www.csitech.com>**ESTIMATE**

Date	Version #
07/30/2019	v2

Attention To

Prosecutor Charles A. Fiore
 Gloucester County Prosecutor's Office
 P.O. BOX 623
 Criminal Justice Complex
 WOODBURY, NJ 08096
 Email: cfiore@co.gloucester.nj.us

From

James Parent
 CSI Technology Group
 330 Mac Ln
 Keasbey, NJ 08832
 Phone: (732) 346-0200

RE: Juvenile Module

Line Item	Item	Description	QTY	Unit Price	Extension
01	NJPros Juvenile	Juvenile Module - Prosecution case management for Juvenile offender prosecution - Purchase of module alone does not include FACTS automated feed	1	\$30,000.00	\$30,000.00
Note:				Subtotal	\$30,000.00
* This estimate does not include licenses for Microsoft SQL, Operating System or Office Programs.				Sales Tax (0.0%)	\$0.00
** Limited time offer.				Total	\$30,000.00
*** Unless additional items are purchased, this amount is fixed.					

**Computer Square, Inc.**

330 MAG LANE, KEASBEY, NJ 08832 USA

TEL: (732)346-0200 FAX: (732)346-0209
<http://www.esitech.com>**ESTIMATE**

Date	Version #
07/30/2019	v2

Attention To
Prosecutor Charles A. Fiore Gloucester County Prosecutor's Office P.O. BOX 623 Criminal Justice Complex WOODBURY, NJ 08096 Email: cfiore@co.gloucester.nj.us

From
James Parent CSI Technology Group 330 Mac Ln Keasbey, NJ 08832 Phone: (732) 346-0200

RE: Child Advocacy Center (CAC)

Line Item	Item	Description	QTY	Unit Price	Extension
01	Child Advocacy Center Programming Services	Specialty Module for the Documentation of Child Advocacy Center Activities Separate module with permission based security. Victim and witness services tracking. Ability to add CAC details to Investigations cases via sub-module. Integrated NCA reporting.	1	\$45,000.00	\$45,000.00
02	Installation	Installation Services	1	\$2,500.00	\$2,500.00
03	Training-1	Training Services	2	\$2,500.00	\$5,000.00
Note:				Subtotal	\$52,500.00
* This estimate does not include licenses for Microsoft SQL, Operating System or Office Programs.				Sales Tax (0.0%)	\$0.00
** Limited time offer.				Total	\$52,500.00
*** Unless additional items are purchased, this amount is fixed.					

County of Gloucester Purchasing Department

PO Box 337, Woodbury, NJ 08096
(856) 853-3420 • Fax (856) 251-6777

PURCHASE ORDER / CAF CERTIFICATE AVAILABILITY FUNDS	
THIS NUMBER MUST APPEAR ON ALL INVOICES	
NO.	19-07336

Pg 1

SHIP TO	GLOUC. CO PROSECUTORS OFFICE
	PO BOX 623, 70 HUNTER ST.
	WOODBURY, NJ 08096 (3RD FLOOR)
	856-384-5500/JUSTICE COMPLEX

ORDER DATE: 08/22/19
REQUISITION NO: R9-21504
DELIVERY DATE:
STATE CONTRACT:
ACCOUNT NUM:

VENDOR	VENDOR #: CSITE010
	CSI TECHNOLOGY GROUP
	330 MAC LANE
	KEASBEY, NJ 08832-1200

SALES TAX ID # 21-6000660

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
1.00	Juvenile Module -Prosecution case management for Juvenile offender prosecution. -Purchase of module alone does not include FACTS automated feed	G-02-18-243-000-20652 Equipment	30,000.0000	30,000.00
			TOTAL	30,000.00

CLAIMANT'S CERTIFICATE & DECLARATION	RECEIVER'S CERTIFICATION	APPROVAL TO PURCHASE
I do solemnly declare and certify under penalties of the law that the within bill is correct in all its particulars; that the articles have been furnished or services rendered as stated therein; that no bonus has been given or received by any persons within the knowledge of this claimant in connection with the above claim; that the amount therein stated is justly due and owing; and that the amount charged is a reasonable one.	I, having knowledge of the facts, certify that the materials and supplies have been received or the services rendered; said certification being based on signed delivery slips or other reasonable procedures.	DO NOT ACCEPT THIS ORDER UNLESS IT IS SIGNED BELOW
X		
VENDOR SIGN HERE _____ DATE _____		TREASURER / CFO
TAX ID NO. OR SOCIAL SECURITY NO. _____ DATE _____		
MAIL VOUCHER WITH INVOICE TO THE "SHIP TO" ADDRESS	DEPARTMENT HEAD _____ DATE _____	QUALIFIED PURCHASING AGENT

VOUCHER COPY-SIGN AT X AND RETURN FOR PAYMENT

County of Gloucester Purchasing Department

PO Box 337, Woodbury, NJ 08096
(856) 853-3420 • Fax (856) 251-6777

PURCHASE ORDER / CAF CERTIFICATE AVAILABILITY FUNDS	
THIS NUMBER MUST APPEAR ON ALL INVOICES	
NO.	19-07337

Pg

S H I P T O	GLOUC. CO PROSECUTORS OFFICE
	PO BOX 623, 70 HUNTER ST.
	WOODBURY, NJ 08096 (3RD FLOOR)
	856-384-5500/JUSTICE COMPLEX

V E N D O R	VENDOR #: CSITE010
	CSI TECHNOLOGY GROUP
	330 MAC LANE
	KEASBEY, NJ 08832-1200

ORDER DATE: 08/22/19
REQUISITION NO: R9-21502
DELIVERY DATE:
STATE CONTRACT:
ACCOUNT NUM:

SALES TAX ID # 21-6000660

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
1.00	Specialty Module for the Documentation of Child Advocacy Center Activities -Separate module with permission based security. -Victim and witness services tracking. -Ability to add CAC details to Investigations cases via sub-module. -Integrated NCA reporting.	G-02-18-243-000-20652 Equipment	45,000.0000	45,000.00
1.00	Installation Services	G-02-18-243-000-20652 Equipment	2,500.0000	2,500.00
2.00	Training Services	G-02-18-243-000-20652 Equipment	2,500.0000	5,000.00
			TOTAL	52,500.00

CLAIMANT'S CERTIFICATE & DECLARATION	RECEIVER'S CERTIFICATION	APPROVAL TO PURCHASE
I do solemnly declare and certify under penalties of the law that the within bill is correct in all its particulars; that the articles have been furnished or services rendered as stated therein; that no bonus has been given or received by any persons within the knowledge of this claimant in connection with the above claim; that the amount therein stated is justly due and owing; and that the amount charged is a reasonable one.	I, having knowledge of the facts, certify that the materials and supplies have been received or the services rendered; said certification being based on signed delivery slips or other reasonable procedures.	DO NOT ACCEPT THIS ORDER UNLESS IT IS SIGNED BELOW
X		
VENDOR SIGN HERE	DATE	TREASURER / CFO
TAX ID NO. OR SOCIAL SECURITY NO.	DATE	
MAIL VOUCHER WITH INVOICE TO THE "SHIP TO" ADDRESS	DEPARTMENT HEAD	DATE
		QUALIFIED PURCHASING AGENT

VOUCHER COPY-SIGN AT X AND RETURN FOR PAYMENT

**RESOLUTION AUTHORIZING A CONTRACT WITH ZONE STRIPING, INC.
FOR \$619,333.77**

WHEREAS, the County of Gloucester (hereinafter the "County") advertised for the receipt of public bids for the "2019 County-wide State Aid Roadway Safety Project", bid as Engineering Project #19-13SA (hereinafter the "Project"); and

WHEREAS, bids were publicly received and opened for the Project by the County on August 21, 2019; and

WHEREAS, after following proper public bidding procedure, it was determined that Zone Striping, Inc., with a mailing address of P.O Box 568 Glassboro, NJ 08028, was the lowest responsive and responsible bidder to construct the Project as set forth in the specifications for \$619,333.77; and

WHEREAS, the County's Purchasing and Engineering Departments recommend award of a contract to Zone Striping, Inc. for the Project; and

WHEREAS, the Contract for the Project is awarded pursuant to, and consistent with, the terms and provisions of the Local Public Contracts Law, N.J.S.A. 40A:11-1, et seq.; and

WHEREAS, the Treasurer for the County has certified the availability of funds for this contract in the amount of \$619,333.77 pursuant to CAF #19-07355, to be charged against budget line item C-04-19-012-165-13211 for \$419,333.77, and line item C-04-19-013-165-13211 for \$200,000.00.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that the Freeholder Director, is hereby authorized to execute and the Clerk of the Board to attest to, a contract with Zone Striping, Inc. for the hereinabove Project, as set forth in specifications #19-13SA, for \$619,333.77, commencing upon receipt of the Notice to Proceed and concluding upon completion of the Project, pursuant to N.J.S.A. 40A:11-15(9).

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on September 4, 2019 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

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

**CONTRACT BETWEEN
COUNTY OF GLOUCESTER
AND
ZONE STRIPING, INC.**

THIS CONTRACT is made effective this 4th day of **September, 2019**, by and between the **COUNTY OF GLOUCESTER**, a body politic and corporate, with administrative offices at 2 South Broad Street, Woodbury, New Jersey 08096, hereinafter referred to as "**County**", and **ZONE STRIPING, INC.**, a New Jersey Corporation, with a mailing address of P.O Box 568, Glassboro, NJ 08028, hereinafter referred to as "**Contractor**".

RECITALS

WHEREAS, there exists a need for the County to contract for labor and materials required regarding the "2019 County-wide State Aid Roadway Safety Project", bid as Engineering Project #19-13SA, (hereinafter the "Project"); and

WHEREAS, Contractor represents that it is qualified to perform said services by providing all labor and materials necessary for the Project, 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 commence upon receipt of the Notice to Proceed and conclude upon completion of the Project, pursuant to N.J.S.A. 40A:11-15(9).
2. **COMPENSATION**. Contractor shall be compensated in the amount of \$619,333.77 for labor and materials required for completion of the Project, as per the Specifications issued by the County identified as #19-13SA (hereinafter the "Specifications"), and the unit prices set out in the Contractor's bid for the Project (hereinafter the "Bid").

Contractor shall be paid in accordance with this Contract document upon receipt of an invoice and a properly executed voucher. After approval by the 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 as set forth in this Contract and Specifications #19-13SA, which are incorporated herein in their entirety, and made a part hereof by reference. The Contractor shall construct the Project in accordance with the Specifications, and the Bid, which is also incorporated herein by reference.

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 Specifications, as well as all applicable laws and regulations.

4. **FURTHER OBLIGATIONS OF THE PARTIES.** During the performance of this Contract, the Contractor agrees as follows:

a. 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.

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, gender identity or expression, disability, nationality, sex, veteran status or military service.

c. 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.

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 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 permit 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 Specifications, if any, 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. **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 subcontractor or assignee shall arise, unless the County shall elect to accept and to consent to such assignment or subcontract.

8. **INDEMNIFICATION.** The Contractor or subcontractor, where applicable, shall be responsible for, shall keep, save and hold the County harmless from, and shall indemnify and shall defend the County 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.

9. **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 carriers deemed satisfactory by County, and which shall be in compliance with any applicable requirements of the State of New Jersey and the Specifications. Contractor shall, simultaneously with the execution of this Contract, deliver certifications of said insurance to County, naming the 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.

10. **SET-OFF.** Should Contractor either refuse or neglect to provide the labor and materials that Contractor is required to provide 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.

11. **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.

12. **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.

13. **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.

14. **PROCEDURE FOR PAYMENT OF BILLS.** The Contractor shall bill on a monthly basis for work performed pursuant to this Contract, including interim bills, final bills and bills for the release of retainage.

The Contractor shall submit its bill only on the County's periodic billing date.

The periodic billing date for such bills shall be that date which is 20 days prior to the second monthly meeting of the County Board of Chosen Freeholders, (the "Bill Approval Meeting"). At each such Bill Approval Meeting, the Board of Freeholders shall approve and certify the submitted bills, and direct that payment be made within ten (10) days of such meeting date.

All bills received for a particular billing cycle shall be deemed to have been received on the billing date.

The County shall examine the bills submitted on the periodic billing date prior to the Bill Approval Meeting. In the event that the County shall determine that all or some portion of the payment should be withheld, the County shall notify the Contractor in writing of the amount withheld and of their reasons for withholding payment.

The balance of the bill will be presented for payment at the Bill Approval Meeting.

Either party to this Contract may demand that a dispute concerning whether a party has failed to make payments pursuant to the provisions of N.J.S.A. 2A:30A-1 et. seq., be submitted to non-binding mediation.

If mediation is demanded, it shall be demanded consistent with the County's provisions concerning Alternative Dispute Resolution for contracts to which N.J.S.A. 40A:11-50 is applicable. Those provisions are set forth below, [Note: Alternative Dispute Resolution shall not be available with regard to disputes concerning the bid solicitation or award process or the formation of contracts or subcontracts entered into pursuant to the New Jersey Local Public Contracts Law.]

The County's Alternative Dispute Resolution procedure is as follows:

- A. **Controversies and Claims Subject to Mediation.** Any controversy or claim arising out of or related to the contract, or the breach thereof, shall be settled by mediation.
If a dispute between County and Contractor arises during the course of the contract, the parties will make a good faith effort to resolve the dispute through non-binding mediation.
- B. **Contract Performance Pending Mediation.** During mediation proceedings, Contractor shall continue to perform, and County shall continue to make payments pursuant to the terms of the Contract.
- C. **When Mediation May be Demanded.** Prior to either party demanding mediation, the aggrieved party shall attempt to resolve the problem directly with the other party. The aggrieved party shall submit a written notice of dispute to the other party. The other party shall respond in writing.

Demand for mediation of any claim shall not be made until the earlier of the following:

- (a) five (5) business days after the other party has provided its written response to the aggrieved party's notice of dispute;
- (b) 30 days have passed after submission of the original, written claim by the aggrieved party and the other party has not responded.

If the written response from the other party does not resolve the dispute, the aggrieved party shall have 30 days from the delivery of the other party's response to file a demand for mediation. If the aggrieved party fails to do so, it shall be deemed to have waived its right pursuant to this contract to demand Alternative Dispute Resolution.

A party who files a "Notice of Demand for Mediation" must assert in the demand all claims then known to that party for which mediation may be demanded. If a party fails to include a claim because of excusable neglect, or when a claim has matured or been acquired subsequently, the mediator or mediators may permit amendments.

- D. **Procedure to Request Mediation.** Either party may demand mediation by written notice to the other party. The written notice shall contain at minimum (1) a brief statement of the nature of the dispute, and (b) the name, address and the phone number of that party's designated representative for purposes of mediation. The other party shall designate its representative for mediation in writing no later than five (5) business days after receipt of the demand for mediation. The respective designees shall thereupon promptly, and with due regard for the need for timely action, choose a mediator. If the parties cannot agree on a mediator, they shall choose a reputable mediation firm.

Any mediation firm so chosen shall present a list of at least five (5) proposed mediators to the parties and shall provide the parties with a summary of each person's qualifications to serve as mediator. Each party shall rank the proposed mediators in order of preference.

The fifth and any lower ranked persons on each list will be excluded from further consideration.

The chosen mediator shall be the remaining person who is the combined highest ranking mediator on both preference lists, after deleting all excluded persons.

In the event of a tie, the mediator shall be chosen by lot.

- E. **Procedures at Mediation.** The mediation shall be conducted in such reasonable and efficient manner as may be agreed between the parties and the mediator or, if the parties cannot agree, as may be determined by the mediator.

The parties will not be bound by the Rules of Evidence in presenting their positions before the mediator.

- F. **Cost of Mediation.** Each party will bear its own cost of participation in the mediation. The mediator's fee will be divided equally between the parties.

- G. **Failure of Mediation.** If a good faith effort to resolve the dispute through mediation is unsuccessful, either party may terminate the mediation by written notice to the mediator and to the other party. Thereafter, either party may submit the dispute to the Superior Court of New Jersey, Gloucester County, for adjudication, which court shall have exclusive original jurisdiction over the dispute.

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. **GOVERNING LAW, JURISDICTION AND VENUE.** This agreement and all questions relating to its validity, interpretation, performance or enforcement shall be governed by

and construed in accordance with the laws of the State of New Jersey. The parties each irrevocably agree that any dispute arising under, relating to, or in connection with, directly or indirectly, this agreement or related to any matter which is the subject of or incidental to this agreement (whether or not such claim is based upon breach of contract or tort) shall be subject to the exclusive jurisdiction and venue of the state and/or federal courts located in Gloucester County, New Jersey or the United States District Court, District of New Jersey, Camden, New Jersey. This provision is intended to be a "mandatory" forum selection clause and governed by and interpreted consistent with New Jersey law and each waives any objection based on forum non conveniens.

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

20. **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.

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

22. **CONTRACT PARTS.** This Contract consists of this Contract document and the Specifications #19-13SA, and the Proposal, all of which are referred to and incorporated herein by reference. Should there occur a conflict between this form of Contract and the Specifications, then this Contract shall prevail. If there should occur a conflict between either this form of Contract or the Specifications and the Proposal, then this Contract and the Specifications shall prevail.

THIS CONTRACT is effective as of this 4th day of **September, 2019.**

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

ATTEST:

COUNTY OF GLOUCESTER

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

**ROBERT M. DAMMINGER,
DIRECTOR**

ATTEST:

ZONE STRIPING, INC.

**By:
Title:**

RIDER
DIFFERING SITE CONDITIONS

A. Differing Site Conditions.

(1) If the Contractor encounters differing site conditions during the progress of the work of the contract, the Contractor shall promptly notify the contracting unit in writing of the specific differing site conditions encountered before the site is further disturbed and before any additional work is performed in the impacted area.

(2) Upon receipt of a differing site conditions notice in accordance with paragraph one (1) of this subsection, or upon the County (hereinafter "Contracting unit") otherwise learning of differing site conditions, the Contracting unit shall promptly undertake an investigation to determine whether differing site conditions are present.

(3) If the Contracting unit determines different site conditions that may result in additional costs or delays exist, the Contracting unit shall provide prompt written notice to the Contractor containing directions on how to proceed.

(4) (a) The Contracting unit shall make a fair and equitable adjustment to the contract price and contract completion date for increased costs and delays resulting from the agreed upon differing site conditions encountered by the Contractor.

(b) If both parties agree that the Contracting unit's investigation and directions decrease the Contractor's costs or time of performance, the Contracting unit shall be entitled to a fair and equitable downward adjustment of the contract price or time of performance.

(c) If the Contracting unit determines that there are no differing site conditions present that would result in additional costs or delays, the Contracting unit shall so advise the Contractor, in writing, and the Contractor shall resume performance of the contract, and shall be entitled to pursue a differing site conditions claim against the Contracting unit for additional compensation or time attributable to the alleged differing site conditions.

(5) Execution of the contract by the Contractor shall constitute a representation that the Contractor has visited the site and has become generally familiar with the local conditions under which the work is to be performed.

(6) As used in this subsection, "differing site conditions" mean physical conditions at the contract work site that are subsurface or otherwise concealed and which differ materially from those indicated in the contract documents or are of such an unusual nature that the conditions differ materially from those ordinarily encountered and generally recognized as inherent in the work of the character provided for in the contract.

B. Suspension of Work Provisions.

(1) The Contracting unit shall provide written notice to the Contractor in advance of any suspension of work lasting more than ten (10) calendar days of the performance of all or any portion of the work of the contract.

(2) If the performance of all or any portion of the work of the contract is suspended by the Contracting unit for more than ten (10) calendar days due to no fault of the Contractor or as a consequence of an occurrence beyond the Contracting unit's control, the Contractor shall be entitled

to compensation for any resultant delay to the project completion or additional Contractor expenses, and to an extension of time, provided that, to the extent feasible, the Contractor, within ten (10) calendar days following the conclusion of the suspension, notifies the Contracting unit, in writing, of the nature and extent of the suspension of work. The notice shall include available supporting information, which information may thereafter be supplemented by the Contractor as needed and as may be reasonably requested by the Contracting unit. Whenever a work suspension exceeds 60 days, upon seven days' written notice, either party shall have the option to terminate the contract for cause and to be fairly and equitably compensated therefor.

(3) Upon receipt of the Contractor's suspension of work notice in accordance with paragraph (2) of this subsection, the Contracting unit shall promptly evaluate the Contractor's notice and promptly advise the Contractor of its determination on how to proceed in writing.

(4) (a) If the Contracting unit determines that the Contractor is entitled to additional compensation or time, the Contracting unit shall make a fair and equitable upward adjustment to the contract price and contract completion date.

(b) If the Contracting unit determines that the Contractor is not entitled to additional compensation or time, the Contractor shall proceed with the performance of the contract work, and shall be entitled to pursue a suspension of work claim against the Contracting unit for additional compensation or time attributable to the suspension.

(5) Failure of the Contractor to provide timely notice of a suspension of work shall result in a waiver of a claim if the Contracting unit can prove by clear and convincing evidence that the lack of notice or delayed notice by the Contractor actually prejudiced the Contracting unit's ability to adequately investigate and defend the claim.

C. Change in Character of Work Provisions.

(1) If the Contractor believes that a change directive by the Contracting unit results in a material change to the contract work, the Contractor shall so notify the Contracting unit in writing. The Contractor shall continue to perform all work on the project that is not the subject of the notice.

(2) Upon receipt of the Contractor's change in character notice in accordance with paragraph (1) of this subsection, the Contracting unit shall promptly evaluate the Contractor's notice and promptly advise the Contractor of its determination on how to proceed in writing.

(3) (a) If the Contracting unit determines that a change to the Contractor's work caused or directed by the Contracting unit materially changes the character of any aspect of the contract work, the Contracting unit shall make a fair and equitable upward adjustment to the contract price and contract completion date. The basis for any such price adjustment shall be the difference between the cost of performance of the work as planned at the time of contracting and the actual cost of such work as a result of its changes in character, or as otherwise mutually agreed upon by the Contractor and the Contracting unit prior to the Contractor performing the subject work.

(b) If the Contracting unit determines that the Contractor is not entitled to additional compensation or time, the Contractor shall continue the performance of all contract work, and shall be entitled to pursue a claim against the Contracting unit for additional compensation or time attributable to the alleged material change.

(4) As used in this subsection, "material change" means a character change which increases or decreases the Contractor's cost of performing the work, increases or decreases the amount of time by

which the Contractor completes the work in relation to the contractually required completion date, or both.

D. Change in Quantity Provisions.

(1) The Contracting unit may increase or decrease the quantity of work to be performed by the Contractor.

(2) (a) If the quantity of a pay item is cumulatively increased or decreased by 20 percent or less from the bid proposal quantity, the quantity change shall be considered a minor change in quantity.

(b) If the quantity of a pay item is increased or decreased by more than 20 percent from the bid proposal quantity, the quantity change shall be considered a major change in quantity.

(3) For any minor change in quantity, the Contracting unit shall make payment for the quantity of the pay item performed at the bid price for the pay item.

(4) (a) For a major increase in quantity, the Contracting unit or Contractor may request to renegotiate the price for the quantity in excess of 120 percent of the bid proposal quantity. If a mutual agreement cannot be reached on a negotiated price for a major quantity increase, the Contracting unit shall pay the actual costs plus an additional 10 percent for overhead and an additional 10 percent for profit, unless otherwise specified in the original bid.

(b) For a major decrease in quantity, the Contracting unit or Contractor may request to renegotiate the price for the quantity of work performed. If a mutual agreement cannot be reached on a negotiated price for a major quantity decrease, the Contracting unit shall pay the actual costs plus an additional 10 percent for overhead and an additional 10 percent for profit, unless otherwise specified in the original bid; provided, however, that the Contracting unit shall not make a payment in an amount that exceeds 80 percent of the value of the bid price multiplied by the bid proposal quantity.

(5) As used in this subsection, the term "bid proposal quantity" means the quantity indicated in the bid proposal less the quantities designated in the project plans as "if and where directed."

County of Gloucester Purchasing Department

PO Box 337, Woodbury, NJ 08096
(856) 853-3420 • Fax (856) 251-6777

PURCHASE ORDER / CAF CERTIFICATE AVAILABILITY FUNDS	
THIS NUMBER MUST APPEAR ON ALL INVOICES	
NO.	19-07355

SHIP TO	GLOUC. CO ENGINEERING DEPT. 1200 N. DELSEA DR. BLDG A CLAYTON, NJ 08312 856-307-6600, ALAN
	VENDOR #.: ZONE5010
VENDOR	ZONE STRIPING INC. PO BOX 568 KEN DRAYCOTT GLASSBORO, NJ 08028

ORDER DATE: 08/23/19
REQUISITION NO: R9-22261
DELIVERY DATE:
STATE CONTRACT: ENG 19-13SA
ACCOUNT NUM:

SALES TAX ID # 21-6000660

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
1.00	2019 COUNTYWIDE STATE AID ROADWAY SAFETY PROJECT IN VARIOUS MUNICIPALITIES THROUGHOUT GLOUCESTER COUNTY ENGINEERING PROJECT #19-13SA PASSED BY RESOLUTION: SEPTEMBER 4, 2019	C-04-19-012-165-13211 Long Life Striping (SA)	419,333.7700	419,333.77
1.00	**TO BE TAKEN IN PARTIALS** BALANCE	C-04-19-013-165-13211 Long Life Striping (SA)	200,000.0000	200,000.00
			TOTAL	619,333.77

CLAIMANT'S CERTIFICATE & DECLARATION	RECEIVER'S CERTIFICATION	APPROVAL TO PURCHASE
I do solemnly declare and certify under penalties of the law that the within bill is correct in all its particulars; that the articles have been furnished or services rendered as stated therein; that no bonus has been given or received by any persons within the knowledge of this claimant in connection with the above claim; that the amount therein stated is justly due and owing; and that the amount charged is a reasonable one. X	I, having knowledge of the facts, certify that the materials and supplies have been received or the services rendered; said certification being based on signed delivery slips or other reasonable procedures.	DO NOT ACCEPT THIS ORDER UNLESS IT IS SIGNED BELOW  TREASURER / CFO
VENDOR SIGN HERE _____ DATE _____ TAX ID NO. OR SOCIAL SECURITY NO. _____ DATE _____	DEPARTMENT HEAD _____ DATE _____	QUALIFIED PURCHASING AGENT _____
MAIL VOUCHER WITH INVOICE TO THE "SHIP TO" ADDRESS		

VOUCHER COPY-SIGN AT X AND RETURN FOR PAYMENT

C-2

RESOLUTION CONSENTING TO ASSIGNMENT OF A CONTRACT TO MASER CONSULTING, P.A. REGARDING COUNTY-WIDE MATERIAL TESTING AND INSPECTION OF CONCRETE, ASPHALT AND SOILS

WHEREAS, by Resolution adopted June 5, 2019, the County of Gloucester ("County") authorized award of a contract to Craig Testing Laboratories, Inc. of 5439 Harding Highway, Mays Landing, NJ 08330, for professional engineering services regarding county-wide material testing and inspection of concrete, asphalt and soil, as per RFP-19-037, from June 11, 2019 to June 10, 2020, in an amount not to exceed \$50,000.00; and

WHEREAS, the County received correspondence dated August 20, 2019 from both Craig Testing Laboratories and Maser Consulting, P.A., confirming that on July 26, 2019, Maser Consulting, P.A. acquired all staff, equipment, and contracts of Craig Testing Laboratories, Inc., and requesting the County authorize an assignment of the current contract; and

WHEREAS, in accordance with paragraph 7 of said contract, the County may consent to an assignment, and Maser Consulting, P.A. has advised they would honor the terms and conditions of the present contract in the performance of the services as set forth in RFP-19-037.

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester as follows:

1. The contract previously awarded to Craig Testing Laboratories, Inc. for services as set forth in RFP-19-037, for the period from June 11, 2019 to June 10, 2020 in an amount not to exceed \$50,000.00, shall be assigned to Maser Consulting, P.A., with all terms and conditions remaining in full force and effect.
2. The Freeholder Director is authorized to execute and the Clerk of the Board to attest to, a contract amendment and any other document consistent with the execution of this assignment.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on September 4, 2019 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

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

**AMENDMENT TO CONTRACT
BETWEEN
COUNTY OF GLOUCESTER
AND
Craig Testing Laboratories
n/k/a MASER CONSULTING, P.A.**

THIS is an amendment to a contract which was entered into on the **11th** day of **June, 2019**, by and between the **COUNTY OF GLOUCESTER**, hereinafter referred to as "**County**", and **Craig Testing Laboratories** of 5439 Harding Highway, P.O. Box 427, Mays Landing, NJ 08330, hereinafter referred to as "**Contractor**".

NOW, THEREFORE, in further consideration for the mutual promises made by and between County and Contractor in the above-described contract, the parties hereby agree to an amendment to the Contract as follows:

This amendment acknowledge the acquisition of Craig Testing Laboratories, Inc. by Maser Consulting, P.A. effective July 26, 2019, and sets forth the County's agreement and consent to assignment of the existing contract to Maser Consulting, P.A., for services relative to County-wide material testing and inspection of concrete, asphalt and soil, as per RFP-19-037, from June 11, 2019 to June 10, 2020 in an amount not to exceed \$50,000.00.

ALL OTHER TERMS and provisions of the contract and the conditions set forth therein shall remain in full force and effect.

THIS AMENDMENT is effective as of the **4th** day of **September, 2019**.

ATTEST:

COUNTY OF GLOUCESTER

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

**ROBERT M. DAMMINGER,
FREEHOLDER DIRECTOR**

ATTEST:

MASER CONSULTING, P.A.

**By:
Title:**



5439 Harding Highway • P.O. Box 427 • Mays Landing, NJ 08330 • P:609.625.1700 • F:609.625.1798

August 20, 2019

County of Gloucester
Board of Chosen Freeholders
It's Department and Agencies et al
PO Box 337
Woodbury, NJ 08096

Attn.: Ms. Andi Lombardi

RE: Craig Testing Laboratories Acquisition by Maser Consulting P.A.
Materials Testing and Inspection Services

Ms. Lombardi,

This letter is to notify Gloucester County that Craig Testing Laboratories was acquired by Maser Consulting P.A. on July 26, 2019. We respectfully request that Gloucester County transfer our County Material Testing and Inspection Services Contract to Maser Consulting P.A.

Should you have any questions or require additional information please feel free to contact our office.

Respectfully submitted,
CRAIG TESTING LABORATORIES, INC.

A handwritten signature in black ink, appearing to read 'E. M. Freire', is written over a horizontal line.

Eduardo M. Freire, P.E.
President

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE
FOR STATE AGENCY AND CASINO SERVICE CONTRACTORS

DEPARTMENT OF TREASURY/
DIVISION OF REVENUE
PO BOX 252
TRENTON, N.J. 08646-0252

TAXPAYER NAME:
MASER CONSULTING P.A.

TRADE NAME:
MASER ASSOCIATES

TAXPAYER IDENTIFICATION#:
222-651-610/000

SEQUENCE NUMBER:
0099895

ADDRESS:
331 NEWMAN SPRINGS RD
RED BANK NJ 07701-5699

ISSUANCE DATE:
06/08/04

EFFECTIVE DATE:
10/15/85

FORM-BRC(08-01)

John S. Tully
Acting Director

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

**RESOLUTION AUTHORIZING CONTRACT AMENDMENTS FOR
STRYKER SALES CORPORATION**

WHEREAS, the County of Gloucester adopted a Resolution on August 14, 2019 awarding contracts for PD-019-037 and PD-019-038 to Physio-Control, Inc.; and

WHEREAS, the County of Gloucester received correspondence from Stryker Sales Corporation stating that Physio-Control, Inc. is now a wholly owned subsidiary of Stryker Sales Corporation and requesting the County adjust all pertinent documents to reflect this development.

NOW, THEREFORE, BE IT RESOLVED, that the contracts for PD-019-037 and PD-019-038 are amended to reflect awards to Stryker Sales Corporation in lieu of Physio-Control, Inc., with all terms and conditions of the bids remaining the same; and

BE IT FURTHER RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that the Director of the Board is hereby authorized to execute, and the Clerk of the Board is authorized to attest to the execution of the contracts with Stryker Sales Corporation for the purchase of twelve (12) Chest Compression Systems for the Gloucester County Division of EMS, for a total contract amount of \$185,584.76 pursuant to PD-019-037, and for the purchase of twelve (12) Biphasic Automated External Defibrillators (AED) with one training simulation package for the Gloucester County Division of EMS, for a total contract amount of \$34,756.20, pursuant to PD-019-038.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester and State of New Jersey held on Wednesday, September 4, 2019 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

LAURIE J. BURNS, CLERK OF THE BOARD

**CONTRACT BETWEEN
STRYKER SALES CORPORATION
AND
COUNTY OF GLOUCESTER**

THIS CONTRACT is made effective the 4TH day of **September, 2019**, by and between the **COUNTY OF GLOUCESTER**, a body politic and corporate, with offices in Woodbury, New Jersey, hereinafter referred to as "County", and **STRYKER SALES CORPORATION**, of 11811 Willows Road, NE, Redmond, WA 98052, hereinafter referred to as "Vendor".

RECITALS

WHEREAS, the County, after due notice and advertisement, received sealed bids for the purchase of twelve (12) Biphasic Automated External Defibrillators (AED) to provide emergency medical service with one training simulation package for the Gloucester County Division of EMS; and

WHEREAS, Vendor 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 Vendor do hereby agree as follows:

TERMS OF AGREEMENT

1. **TERM.** Contract shall be effective upon the execution of contract and Vendor shall complete delivery and all services as indicated in bid PD-019-038 or within a reasonable period of time.
2. **COMPENSATION.** Vendor shall be compensated in a total contract amount of \$34,756.20, as per PD-019-038.

Vendor 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.

3. **DUTIES OF CONTRACTOR.** The specific duties of the Vendor shall as set forth in specifications identified as PD-019-038, which are incorporated herein and made a part hereof by reference. Should there occur a conflict between this form of contract and the bid documents, the bid documents shall prevail.

Vendor 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 Vendor agrees as follows:

The Vendor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the Vendor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Vendor 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 Vendor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the Vendor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The Vendor 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 Vendor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The Vendor 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 Vendor or subcontractor 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 Vendor 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, Vendor 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.

Vendor 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 Vendor 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 Vendor 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 Vendor'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 Vendor or subcontractor, where applicable, shall fail to fulfill in timely and proper manner his obligations under this Contract, or if the Vendor 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 Vendor of such termination and specifying the effective date thereof. In such event, all finished or unfinished documents, data, studies, and reports prepared by the Vendor 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 Vendor. If the contract is terminated by the County as provided herein, the Vendor will be paid for the services rendered to the time of termination.

E. Notwithstanding the above, the Vendor 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 Vendor.

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. **NO ASSIGNMENT OR SUBCONTRACT.** This contract may not be assigned nor subcontracted by the Vendor, 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.

8. **INDEMNIFICATION.** The Vendor 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 reasonable 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 Vendor's services or to any other persons, or from any damage to any property sustained in connection with this contract which results from defects in products purchased pursuant to this agreement or the negligence of any acts or omissions, of any of its officers, directors, employees, agents, servants or independent contractors in the performance of this agreement, or from the Vendor's failure to provide for the safety and protection of its employees, or from Vendor's performance or failure to perform pursuant to the terms and provisions of this contract. The Vendor'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.

9. **INSURANCE**. Vendor 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. Vendor shall, simultaneously with the execution of this contract, deliver certifications of said insurance to County, naming County as an additional insured.

If Vendor is a member of a profession that is subject to suit for professional malpractice, then Vendor shall maintain and continue in full force and effect an insurance policy for professional liability/malpractice with limits of liability acceptable to the County. Vendor 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. Vendor 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.

10. **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 Vendor shall be suspended without liability for the period during which the County is so prevented.

11. **METHODS OF WORK**. Vendor 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.

12. **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 Vendor, shall not operate as or be construed as a waiver of any subsequent breach, nor a bar to any subsequent enforcement.

13. **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.

14. **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.

15. **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.

16. **GOVERNING LAW, JURISDICTION AND VENUE.** This agreement and all questions relating to its validity, interpretation, performance or enforcement shall be governed by and construed in accordance with the laws of the State of New Jersey. The parties each irrevocably agree that any dispute arising under, relating to, or in connection with, directly or indirectly, this agreement or related to any matter which is the subject of or incidental to this agreement (whether or not such claim is based upon breach of contract or tort) shall be subject to the exclusive jurisdiction and venue of the state and/or federal courts located in Gloucester County, New Jersey or the United States District Court, District of New Jersey, Camden, New Jersey. This provision is intended to be a "mandatory" forum selection clause and governed by and interpreted consistent with New Jersey law and each waives any objection based on forum non conveniens.

17. **INDEPENDENT VENDOR STATUS.** The parties acknowledge that Vendor is an independent Vendor and is not an agent of the County.

18. **CONFLICT OF INTEREST.** Vendor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree 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.

19. **CONFIDENTIALITY.** Vendor 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.

20. **BINDING EFFECT.** This contract shall be binding on the undersigned and their successors and assigns.

21. **CONTRACT PARTS.** This contract shall consist of this document, the specifications of PD-019-038 and Vendor's bid response. If there is a conflict between this Contract and the specification or the bid response, then this Contract and the Specifications shall control.

THIS CONTRACT shall be effective the _____ day of _____, 2019.

IN WITNESS WHEREOF, the County has caused this instrument to be signed by its Director and attested by the Board Clerk pursuant to a Resolution passed for that purpose, and Vendor 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:

COUNTY OF GLOUCESTER

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

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

STRYKER SALES CORPORATION

**By:
Title:**

**CONTRACT BETWEEN
STRYKER SALES CORPORATION
AND
COUNTY OF GLOUCESTER**

THIS CONTRACT is made effective the 4th day of **September, 2019**, by and between the **COUNTY OF GLOUCESTER**, a body politic and corporate, with offices in Woodbury, New Jersey, hereinafter referred to as "County", and **STRYKER SALES CORPORATION**, of 11811 Willows Road, NE, Redmond, WA 98052, hereinafter referred to as "Vendor".

RECITALS

WHEREAS, the County, after due notice and advertisement, received sealed bids for the purchase of twelve (12) Chest Compression Systems for the Gloucester County Division of EMS; and

WHEREAS, Vendor 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 Vendor do hereby agree as follows:

TERMS OF AGREEMENT

1. **TERM**. Contract shall be effective upon the execution of contract and Vendor shall complete delivery and all services as indicated in bid PD-019-037 or within a reasonable period of time.

2. **COMPENSATION**. Vendor shall be compensated in a total contract amount of \$185,584.76, as per PD-019-037.

Vendor 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.

3. **DUTIES OF CONTRACTOR**. The specific duties of the Vendor shall as set forth in specifications identified as PD-019-037, which are incorporated herein and made a part hereof by reference. Should there occur a conflict between this form of contract and the bid documents, the bid documents shall prevail.

Vendor 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 Vendor agrees as follows:

The Vendor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the Vendor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Vendor 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 Vendor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the Vendor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The Vendor 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 Vendor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The Vendor 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 Vendor or subcontractor 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 Vendor 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, Vendor 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.

Vendor 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 Vendor 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 Vendor 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 Vendor'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 Vendor or subcontractor, where applicable, shall fail to fulfill in timely and proper manner his obligations under this Contract, or if the Vendor 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 Vendor of such termination and specifying the effective date thereof. In such event, all finished or unfinished documents, data, studies, and reports prepared by the Vendor 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 Vendor. If the contract is terminated by the County as provided herein, the Vendor will be paid for the services rendered to the time of termination.

E. Notwithstanding the above, the Vendor 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 Vendor.

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. **NO ASSIGNMENT OR SUBCONTRACT.** This contract may not be assigned nor subcontracted by the Vendor, 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.

8. **INDEMNIFICATION.** The Vendor 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 reasonable 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 Vendor's services or to any other persons, or from any damage to

any property sustained in connection with this contract which results from defects in products purchased pursuant to this agreement or the negligence of any acts or omissions, of any of its officers, directors, employees, agents, servants or independent contractors in the performance of this agreement, or from the Vendor's failure to provide for the safety and protection of its employees, or from Vendor's performance or failure to perform pursuant to the terms and provisions of this contract. The Vendor'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.

9. **INSURANCE**. Vendor 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. Vendor shall, simultaneously with the execution of this contract, deliver certifications of said insurance to County, naming County as an additional insured.

If Vendor is a member of a profession that is subject to suit for professional malpractice, then Vendor shall maintain and continue in full force and effect an insurance policy for professional liability/malpractice with limits of liability acceptable to the County. Vendor 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. Vendor 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.

10. **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 Vendor shall be suspended without liability for the period during which the County is so prevented.

11. **METHODS OF WORK**. Vendor 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.

12. **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 Vendor, shall not operate as or be construed as a waiver of any subsequent breach, nor a bar to any subsequent enforcement.

13. **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.

14. **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.

15. **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.

16. **GOVERNING LAW, JURISDICTION AND VENUE.** This agreement and all questions relating to its validity, interpretation, performance or enforcement shall be governed by and construed in accordance with the laws of the State of New Jersey. The parties each irrevocably agree that any dispute arising under, relating to, or in connection with, directly or indirectly, this agreement or related to any matter which is the subject of or incidental to this agreement (whether or not such claim is based upon breach of contract or tort) shall be subject to the exclusive jurisdiction and venue of the state and/or federal courts located in Gloucester County, New Jersey or the United States District Court, District of New Jersey, Camden, New Jersey. This provision is intended to be a "mandatory" forum selection clause and governed by and interpreted consistent with New Jersey law and each waives any objection based on forum non conveniens.

17. **INDEPENDENT VENDOR STATUS.** The parties acknowledge that Vendor is an independent Vendor and is not an agent of the County.

18. **CONFLICT OF INTEREST.** Vendor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree 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.

19. **CONFIDENTIALITY.** Vendor 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.

20. **BINDING EFFECT.** This contract shall be binding on the undersigned and their successors and assigns.

21. **CONTRACT PARTS.** This contract shall consist of this document, the specifications of PD-019-038 and Vendor's bid response. If there is a conflict between this Contract and the specification or the bid response, then this Contract and the Specifications shall control.

THIS CONTRACT shall be effective the ____ day of _____, 2019.

IN WITNESS WHEREOF, the County has caused this instrument to be signed by its

Director and attested by the Board Clerk pursuant to a Resolution passed for that purpose, and Vendor 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:

COUNTY OF GLOUCESTER

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

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

STRYKER SALES CORPORATION

**By:
Title:**