

# AGENDA



6:00 p.m. Wednesday, June 3, 2020

Call to Order

Salute to the Flag

Open Public Meetings Statement

Roll Call

Changes to the Agenda

Approval of the May 27, 2020 meeting minutes.

## PROCLAMATIONS

**P-1** Proclamation to Petty Officer Second Class Christopher VanWell in Appreciation for his Service to our Country. Previously presented by Freeholder Christy.

**P-2** Proclamation to US Army Specialist Morris Macklin in Appreciation for his Service to our Country. Previously presented by Freeholder Christy.

**P-3** Proclamation in honor of Margaret "Peg" Mendoza on her 100th Birthday on May 26, 2020. Previously presented by Deputy Director Frank J. DiMarco.

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

## RESOLUTIONS

**DEPARTMENT OF ADMINISTRATION**

**DIRECTOR DAMMINGER  
FREEHOLDER DIMARCO**

**A-1 RESOLUTION AUTHORIZING INSERTION OF SPECIAL ITEMS OF REVENUE INTO THE 2020 COUNTY BUDGET PURSUANT TO N.J.S.A. 40A:4-87.**

This Resolution authorizes and provides for inserts into the 2020 County Budget as follows:

- **Local Core Capacity for Public Health Emergency Preparedness - \$280,803.00.** This grant will provide funding to enhance the County's capabilities as an emergency ready public health department by upgrading, integrating and evaluating local public health jurisdictions preparedness and responses.
- **Gloucester County Innovation Opioid Crisis Services Grant - \$111,151.00.** These funds are a new allocation from the Division of Mental Health and Addiction Services, which will be used in coordination with our existing CY2020 Addiction Services Grant funds. These funds will provide Opioid Crisis Recovery Support, which will be delivered through service agencies subcontracts. Services will include prevention, intervention, treatment and recovery support services.
- **Section 5311 Coronavirus Aid, Relief and Economic Security Act (CARES) - \$373,657.00.** These funds will provide economic assistance to public rural transportation providers in response to the effects of the COVID-19 virus pandemic. Along with the regular operating expenses associated with the Section 5311 Transportation program, these CARES funds may be used for administrative leave due to the COVID-19 virus and other services or goods now necessary.
- **Clayton-Williamstown Road, CR610 Resurfacing and Safety Improvements From Tuckahoe Road To Fries Mill Road - \$798,000.00.** This Federal Aid funding will provide for resurfacing and safety improvements on Clayton-Williamstown Road, CR610, from Tuckahoe Road to Fries Mill Road in the Borough of Clayton and the Township of Monroe. \$1,100,000 was already on the books for this project (17-19FA), it was placed on the books with the capital budget in 2018. The total project approval is \$1,898,000.

**A-2 RESOLUTION AUTHORIZING A CONTRACT WITH PACKETVIPER, LLC FROM JUNE 3, 2020 TO JUNE 2, 2023 IN AN AMOUNT NOT TO EXCEED \$15,800.00 PER YEAR.**

This resolution will authorize a proprietary contract with PacketViper, LLC for computer hardware, supporting software, and application subscriptions which will provide a highly effective cyber defense approach. PacketViper is configured to drop any IP that attempts to scan any external resource on the County network. The contract will be for a three-year period from June 3, 2020 to June 2, 2023, in an amount not to exceed \$15,800.00 per year.

**A-3 RESOLUTION AUTHORIZING EXECUTION OF A PREDEVELOPMENT LOAN AGREEMENT WITH THE HOUSING AUTHORIZING OF GLOUCESTER COUNTY.**

This Resolution authorizes execution of a Predevelopment Loan Agreement between the County and the Housing Authority of Gloucester County ("HAGC") regarding the provision of gap funding by the County, which will be used to finance costs incurred by HAGC for a project to construct special needs housing containing 24 units, and the associated site improvements. The Agreement sets forth the terms and conditions as to said Predevelopment Loan.

**DEPARTMENT OF BUILDINGS &  
GOVERNMENT SERVICES**

**DEPUTY DIRECTOR DIMARCO  
FREEHOLDER LAVENDER**

**B-1 RESOLUTION AUTHORIZING AN EMERGENCY CONTRACT PURSUANT TO N.J.S.A. 40A:11-6 WITH HOLDEN FACILITY SERVICES FOR \$133,633.00.**

This Resolution authorizes an emergency contract with Holden Facility Services for the purchase of emergency disinfection services of touch point areas in various County buildings due to the COVID-19 virus. The emergency contact is due to the COVID-19 virus. C.A.F. #20-04146 has been obtained to certify funds.

**B-2 RESOLUTION AUTHORIZING A CONTRACT WITH CSI TECHNOLOGY GROUP FOR COMPUTER SOFTWARE AND SERVER MAINTENANCE THROUGH DECEMBER 31, 2020, IN AN AMOUNT NOT TO EXCEED \$55,400.70.**

This Resolution will authorize a Contract with CSI Technology Group for continued computer software maintenance, and Microsoft Azure cloud hosting services and server maintenance. This will ensure continuous cloud space for proprietary Infoshare software components and modules licensed to the County Prosecutor's Office, as well as cloud hosting maintenance through December 31, 2020, in an amount not to exceed \$55,400.70.

**B-3 RESOLUTION AUTHORIZING A CONTRACT WITH RUNBECK ELECTION SERVICES, INC., FOR \$423,000.00.**

Resolution authorizing a Contract for a Sale and Purchase Agreement with Runbeck Election Services, Inc. to purchase election management equipment and a license to use accompanying software to operate the equipment. C.A.F. 20-04283 has been obtained to certify funds.

**DEPARTMENT OF ECONOMIC DEVELOPMENT &  
PUBLIC WORKS**

**FREEHOLDER SIMMONS  
FREEHOLDER CHRISTY**

**C-1 RESOLUTION AUTHORIZING AN AMENDMENT TO A SUBRECIPIENT AGREEMENT WITH THE TOWNSHIP OF MANTUA.**

This Resolution authorizes the execution of an amendment to increase the Subrecipient Agreement, awarded on February 20, 2019 with the Township of Mantua, by \$50,000.00 resulting in a new total amount of \$100,000.00, through December 31, 2020. The increase is necessary due to unforeseen structural issues that need to be addressed to complete the scope of work as intended. C.A.F. 19-01199 has been obtained to certify the additional funds.

**C-2 RESOLUTION AUTHORIZING CONTRACTS WITH MASER CONSULTING, P.A. AND FRENCH & PARRELLO ASSOCIATES FROM JUNE 11, 2020 TO JUNE 10, 2021 IN AN AMOUNT NOT TO EXCEED \$75,000.00 EACH.**

This Resolution will authorize professional services contracts with Maser Consulting, P.A. and French & Parrello Associates for County-wide material testing and inspection of concrete, asphalt and soil, as per RFP-20-032, for a one-year term in an amount not to exceed \$75,000.00 per contractor.

**C-3 RESOLUTION AUTHORIZING THE PURCHASE OF TWO EXTENDED CARGO VANS FROM MALL CHEVROLET FOR A TOTAL AMOUNT OF \$99,167.48.**

This Resolution will authorize the purchase of two 2020 or newer, Chevy 2500 extended cargo vans, with an animal transport conversion from Mavron, Inc., or equal, at \$49,583.74 each, as per PD-020-014, for use by the Animal Control Division. CAF No. 20-04226 has been obtained to certify funds.

**C-4 RESOLUTION AUTHORIZING A CONTRACT WITH SOUTH STATE, INC. FOR \$2,339,863.50 FROM JUNE 3, 2020 TO COMPLETION OF THE PROJECT.**

This Resolution authorizes a contract with South State, Inc. regarding construction of the Rowan/Ellis Mill Road/Route US 322 Connector Road (CR 641 Spur), Phase II, in the Township of Harrison and Borough of Glassboro, known as Engineering Project #18-15. CAF No. 20-04285 has been obtained to certify funds.

**DEPARTMENT OF PUBLIC SAFETY & VETERANS AFFAIRS**

**FREEHOLDER CHRISTY  
FREEHOLDER SIMMONS**

**D-1 RESOLUTION AUTHORIZING A CONTRACT WITH CLEAN AIR COMPANY, INC., FOR \$86,102.00.**

This Resolution authorizes the installation of a vehicle exhaust extraction system for the Gloucester County Department of Emergency Response EMS Division Stations 83-7 and 83-8. The Purchasing Department sent out a bid request PD-020-016 and it is recommended that the contract be awarded to Clean Air Company, Inc. C.A.F. #20-04138 has been obtained to certify funds.

**DEPARTMENT OF EDUCATION**

**FREEHOLDER BARNES  
FREEHOLDER JEFFERSON**

**DEPARTMENT OF HEALTH & HUMAN SERVICES**

**FREEHOLDER JEFFERSON  
FREEHOLDER BARNES**

**F-1 RESOLUTION AUTHORIZING APPLICATION AND ACCEPTANCE OF FUNDS FROM THE STATE OF NEW JERSEY FOR THE ARCH PROGRAM IN AN AMOUNT OF \$31,250.00 FROM JULY 1, 2020 TO SEPTEMBER 30, 2020.**

This Resolution authorizes the execution for all documents necessary to apply for and accept funds from the New Jersey Department of Health for renewal of the Access to Reproductive Care and HIV Services (ARCH Nurse Program) grant in an amount of \$31,250.00, for the period July 1, 2020 to September 30, 2020. The ARCH Program focuses on providing in-depth screenings/services to young women and men of reproductive age at high-risk for HIV and STDs who do not have access to medical care, and includes the provision of Narcan to identified heroin users and/or their families.

**F-2 RESOLUTION AUTHORIZING THE PURCHASE OF A 2020 FORD MODEL F550 BUS FROM ALLIANCE BUS GROUP, INC. FOR \$88,417.00 AND AGREEMENT WITH THE TOWNSHIP OF MONROE PURSUANT TO THE CAPITAL TRANSIT INVESTMENT PLAN FOR RECEIPT OF THE BUS.**

This Resolution authorizes the purchase of a 2020 Ford Model F550 bus, 22 passengers and 2 wheelchair slots with rear lift and video system from Alliance Bus Group, Inc. per the bid specifications in PD-20-010, for the total amount of \$88,417.00, for the Township of Monroe under the Gloucester County Capital Transit Investment Plan (CTIP). The municipality has submitted a letter agreeing to provide a reimbursement to the County in the amount of \$45,084.00 which represents the matching requirement pursuant to the CTIP. CAF #20-04147 has been obtained to certify funds.

**F-3 RESOLUTION AUTHORIZING AN AMENDMENT TO THE CONTRACT WITH JOHN A. ALICE, ESQUIRE TO INCREASE THE CONTRACT AMOUNT BY \$50,000.00.**

This Resolution authorizes a contract amendment with John A. Alice, Enquire, in the amount of \$50,000.00, resulting in a new contract amount of \$100,000.00 through December 31, 2020. This increase is due to additional and unforeseen Professional Legal Services for the Division of Social Services.

**DEPARTMENT OF PARKS & LAND PRESERVATION**

**FREEHOLDER LAVENDER  
FREEHOLDER DIMARCO**

Old Business

New Business

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

Adjournment

**MINUTES**



6:00 p.m. Wednesday, June 3, 2020

Call to Order

Salute to the Flag

Open Public Meetings Statement

Roll Call

<b>FREEHOLDER</b>	<b>PRESENT</b>	<b>ABSENT</b>
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 **May 13, 2020** meeting minutes.

<b>FREEHOLDER</b>	<b>MOTION</b>	<b>SECOND</b>	<b>YES</b>	<b>NO</b>	<b>ABSTAIN</b>	<b>ABSENT</b>
Deputy Director DiMarco	X		X			
Freeholder Barnes		X	X			
Freeholder Christy						X
Freeholder Jefferson			X			
Freeholder Lavender			X			
Freeholder Simmons			X			
Director Damminger			X			

Comments: N/A

**PROCLAMATIONS**

**52509** Proclamation proclaiming May 6-12, 2020 National Nurses Week – Previously presented by Freeholder Jefferson.

**52510** Proclamation recognizing May 2020 as Mental Health Awareness Month - Previously presented by Freeholder Jefferson.

**52511** Proclamation recognizing Emmanuel Baptist Church on celebrating 100 years – Previously Presented by Freeholder Simmons.

**52512** Proclamation recognizing Selena Nichole Chila recipient of the 2020 Paulsboro High School Brotherhood Award - Previously presented by Freeholder Lavender.

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

**OPEN**

<b>FREEHOLDER</b>	<b>MOTION</b>	<b>SECOND</b>	<b>YES</b>	<b>NO</b>	<b>ABSTAIN</b>	<b>ABSENT</b>
Deputy Director DiMarco	X		X			
Freeholder Barnes		X	X			
Freeholder Christy						X
Freeholder Jefferson			X			
Freeholder Lavender			X			
Freeholder Simmons			X			
Director Damminger			X			

Comments: N/A

**CLOSE**

<b>FREEHOLDER</b>	<b>MOTION</b>	<b>SECOND</b>	<b>YES</b>	<b>NO</b>	<b>ABSTAIN</b>	<b>ABSENT</b>
Deputy Director DiMarco	X		X			
Freeholder Barnes		X	X			
Freeholder Christy						X
Freeholder Jefferson			X			
Freeholder Lavender			X			
Freeholder Simmons			X			
Director Damminger			X			

Comments: N/A

**RESOLUTIONS**

**Clerk reads Consent Agenda Statement**

All matters listed under Consent Agenda are considered to be routine by this Board of Chosen Freeholders and will be enacted by one motion in the form listed. There will be no separate discussion of these items. If discussion is desired, that item will be removed from the Consent Agenda and will be considered separately. Where necessary, any item requiring expenditure is supported by Certificate of Available Funds. All Consent Agenda items will be reflected in the minutes.

**Motion to approve Resolutions 52513 THROUGH 52532**

FREEHOLDER	MOTION	SECOND	YES	NO	ABSTAIN	ABSENT
Deputy Director DiMarco	X		X			
Freeholder Barnes		X	X			
Freeholder Christy						X
Freeholder Jefferson			X			
Freeholder Lavender			X			
Freeholder Simmons			X		Bill List: 19-02763, 19-09415, 20-02787	
					Resolution #52515	
Director Damminger			X			

Comments: N/A

DEPARTMENT OF ADMINISTRATION

DIRECTOR DAMMINGER  
FREEHOLDER DIMARCO

**52513 RESOLUTION APPROVING THE BILL LISTS FOR THE MONTH OF MAY 2020.**

**52514 RESOLUTION OF THE BOARD OF CHOSEN FREEHOLDERS OF THE COUNTY OF GLOUCESTER, NEW JERSEY AUTHORIZING THE ISSUANCE AND SALE OF UP TO \$15,507,000 OF ITS GENERAL OBLIGATION BONDS, SERIES 2020; MAKING CERTAIN COVENANTS TO MAINTAIN THE EXEMPTION OF THE INTEREST ON SAID BONDS FROM FEDERAL INCOME TAXATION; AND AUTHORIZING SUCH FURTHER ACTIONS AND MAKING SUCH DETERMINATIONS AS MAY BE NECESSARY OR APPROPRIATE TO EFFECTUATE THE ISSUANCE AND SALE OF THE BONDS.**

**52515 RESOLUTION AUTHORIZING INSERTION OF SPECIAL ITEMS OF REVENUE INTO THE 2020 COUNTY BUDGET PURSUANT TO N.J.S.A. 40A:4-87.**

**52516 RESOLUTION AUTHORIZING THE PURCHASE OF COMPUTER EQUIPMENT AND RELATED SERVICES FROM SOFTWARE HOUSE INTERNATIONAL, CORP. THROUGH STATE CONTRACT FROM JUNE 19, 2020 TO JUNE 18, 2021 IN AN AMOUNT NOT TO EXCEED \$500,000.00.**

This Resolution authorizes the purchase of computer equipment and related services as needed for various County departments, from Software House International, Corp. through State Contracts 89851, 89980, 40166, 87720 and 40121, from June 19, 2020 to June 18, 2021 in an amount not to exceed \$500,000.00.

**52517 RESOLUTION RATIFYING AND ACCEPTING COLLECTIVE BARGAINING AGREEMENTS BETWEEN THE COUNTY OF GLOUCESTER AND PBA LOCAL #122, GLOUCESTER COUNTY PROSECUTOR, INVESTIGATORS AND DETECTIVES, AND LOCAL #122, GLOUCESTER COUNTY PROSECUTOR, SUPERIOR OFFICERS, FOR THE PERIOD JANUARY 1, 2020 TO DECEMBER 31, 2023.**

DEPARTMENT OF BUILDINGS &  
GOVERNMENT SERVICES

DEPUTY DIRECTOR DIMARCO  
FREEHOLDER LAVENDER

**52518 RESOLUTION AUTHORIZING A GRANT APPLICATION AND ACCEPTANCE OF FUNDS WITH THE NEW JERSEY DIVISION OF HIGHWAY TRAFFIC SAFETY FOR THE CLICK IT OR TICKET GRANT FOR A GRANT AMOUNT OF \$40,000.00 FROM MAY 1, 2021 THROUGH JUNE 30, 2021.**

**52519 RESOLUTION AUTHORIZING AN APPLICATION AND ACCEPTANCE OF FUNDS FROM THE NJ DIVISION OF CRIMINAL JUSTICE FOR THE VICTIMS OF CRIME ACT GRANT FOR \$421,181.00, WITH AN IN-KIND MATCH OF \$289,114.00, FOR A TOTAL AMOUNT OF \$710,295.00 FOR GRANT PERIOD JULY 1, 2020 TO JUNE 30, 2021.**

**52520 RESOLUTION AUTHORIZING THE EXECUTION OF A CONTRACT WITH COLORSOURCE, INC., FOR \$101,746.68.**

DEPARTMENT OF ECONOMIC DEVELOPMENT &  
PUBLIC WORKS

FREEHOLDER SIMMONS  
FREEHOLDER CHRISTY

52521 RESOLUTION AUTHORIZING EXECUTION OF A SHARED SERVICES AGREEMENT BETWEEN THE COUNTY AND THE TOWNSHIP OF WEST DEPTFORD FOR THE PURCHASE AND USAGE OF FUEL.

52522 RESOLUTION AUTHORIZING A CONTRACT WITH PEIRCE EAGLE EQUIPMENT COMPANY FROM MAY 27, 2020 TO MAY 26, 2021 FOR \$39,837.24.

52523 RESOLUTION AUTHORIZING CHANGE ORDER #01-FINAL TO DECREASE THE CONTRACT WITH ZONE STRIPING, INC. BY \$113,921.52 FOR ENGINEERING PROJECT #16-13FA.

DEPARTMENT OF PUBLIC SAFETY &  
VETERANS AFFAIRS

FREEHOLDER CHRISTY  
FREEHOLDER SIMMONS

52524 RESOLUTION AUTHORIZING AN AMENDMENT TO THE CONTRACT WITH STRYKER SALES CORPORATION.

52525 RESOLUTION AUTHORIZING AN EMERGENCY PURCHASE PURSUANT TO N.J.S.A. 40A:11-6 FROM CLORDISYS SOLUTIONS, INC., FOR \$19,650.00.

52526 RESOLUTION AUTHORIZING AN EMERGENCY PURCHASE PURSUANT TO N.J.S.A. 40A:11-6 FROM COMPDATA SYSTEMS, FOR \$61,641.50.

DEPARTMENT OF EDUCATION

FREEHOLDER BARNES  
FREEHOLDER JEFFERSON

DEPARTMENT OF HEALTH &  
HUMAN SERVICES

FREEHOLDER JEFFERSON  
FREEHOLDER BARNES

52527 RESOLUTION AUTHORIZING APPLICATION AND ACCEPTANCE OF FUNDS TO THE NEW JERSEY DEPARTMENT OF HEALTH FOR A LOCAL CORE CAPACITY FOR PUBLIC HEALTH EMERGENCY PREPAREDNESS GRANT IN THE AMOUNT OF \$280,803.00 FROM JULY 1, 2020 TO JUNE 30, 2021.

52528 RESOLUTION AUTHORIZING THE FREEHOLDER DIRECTOR AND COUNTY COUNSEL TO AUTHENTICATE THE 2020 CERTIFICATIONS AND ASSURANCES TO RECEIVE FEDERAL TRANSIT ADMINISTRATION (FTA) ASSISTANCE GRANTS ADMINISTERED BY NEW JERSEY TRANSIT.

52529 RESOLUTION AUTHORIZING MARYVILLE, INC. TO OFFER INTERACTIVE VIDEO CLASSES FOR THE 12 HOUR IDRC PROGRAM.

52530 RESOLUTION ACCEPTING FUNDS FROM THE NEW JERSEY DEPARTMENT OF HUMAN SERVICES/DIVISION OF ADDICTION SERVICES FOR THE FY 2020 INNOVATION GRANT IN AN AMOUNT NOT TO EXCEED \$111,151.00 FROM JUNE 30, 2020 TO JUNE 29, 2021.

52531 RESOLUTION AUTHORIZING AN APPLICATION TO THE NEW JERSEY TRANSIT CORPORATION AND THE DEPARTMENT OF TRANSPORTATION FOR CARES ACT FFY20 SECTION 5311 GRANT FUNDING IN AN AMOUNT NOT TO EXCEED \$373,657.00 FROM MARCH 1, 2020 TO DECEMBER 31, 2020.

52532 RESOLUTION AUTHORIZING AN EMERGENCY CONTRACT PURSUANT TO N.J.S.A. 40A:11-6 WITH HAPPY HEALTHY YOU FAMILY MEDICINE IN AN AMOUNT NOT TO EXCEED \$40,000.00.

DEPARTMENT OF PARKS &  
LAND PRESERVATION

FREEHOLDER LAVENDER  
FREEHOLDER DIMARCO

Old Business

New Business

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

OPEN

FREEHOLDER	MOTION	SECOND	YES	NO	ABSTAIN	ABSENT
Deputy Director DiMarco	X		X			
Freeholder Barnes		X	X			
Freeholder Christy						X
Freeholder Jefferson			X			
Freeholder Lavender			X			
Freeholder Simmons			X			
Director Damminger			X			

Comments: N/A

CLOSE

FREEHOLDER	MOTION	SECOND	YES	NO	ABSTAIN	ABSENT
Deputy Director DiMarco	X		X			
Freeholder Barnes		X	X			
Freeholder Christy						X
Freeholder Jefferson			X			
Freeholder Lavender			X			
Freeholder Simmons			X			
Director Damminger			X			

Comments: N/A

Adjournment

FREEHOLDER	MOTION	SECOND	YES	NO	ABSTAIN	ABSENT
Deputy Director DiMarco	X		X			
Freeholder Barnes		X	X			
Freeholder Christy						X
Freeholder Jefferson			X			
Freeholder Lavender			X			
Freeholder Simmons			X			
Director Damminger			X			

Comments: N/A

Time: 6:05 p.m.

# Gloucester County

## Board of Chosen Freeholders

# Proclamation

## Petty Officer Second Class Christopher VanWell

### In Appreciation for Your Service to Our Country

WHEREAS, the Gloucester County Board of Chosen Freeholders would like to take this time to recognize and thank Petty Officer Second Class Christopher VanWell, United States Navy, for his service to our country; and

WHEREAS, Petty Officer Second Class VanWell is a graduate of North Wilkes High School. Petty Officer Second Class VanWell enlisted in the United States Navy and served the majority of his time on the USS Frank Cable as an Electricians Mate; and

WHEREAS, having served with honor and distinction, Petty Officer Second Class VanWell's awards and citations include Navy and Marine Corps Achievement Medal, Navy E Ribbon, Good Conduct Medal, National Defense Service Medal, Global War on Terrorism Expeditionary Medal, Navy Sea Service Deployment Ribbon, and Navy and Marine Corp Overseas Ribbon; and

WHEREAS, upon his graduation from Rowan College at South Jersey the Board of Chosen Freeholders would like to pay tribute to Petty Officer Second Class VanWell and all those servicemen and servicewomen who heroically serve their country; and

NOW THEREFORE, BE IT PROCLAIMED, that I, Robert M. Damminger, as Director, and on behalf of the 2020 Gloucester County Board of Chosen Freeholders, Frank J. DiMarco, Lyman Barnes, Daniel Christy, James B. Jefferson, James J. Lavender, Ed.D. and Heather Simmons are honored to recognize Petty Officer Second Class VanWell and extend our appreciation thanks for his personal sacrifice in the service to our country. Let it not be forgotten that freedom is not free and it is only through the bravery and dedication of our men and women in uniform that ensures America remains free.

IN WITNESS WHEREOF, the Director and Clerk have caused these presents to be executed and the seal of the County of Gloucester to be affixed this 14<sup>th</sup> day of May, 2020.



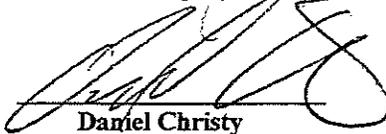
Robert M. Damminger  
Freeholder Director



Frank J. DiMarco  
Freeholder Deputy Director



Lyman Barnes  
Freeholder



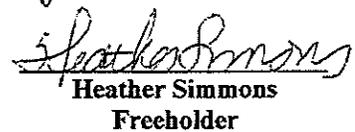
Daniel Christy  
Freeholder



James B. Jefferson  
Freeholder

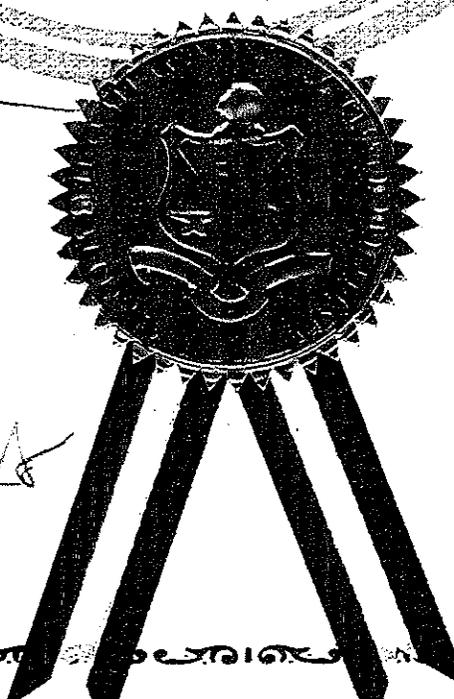


James J. Lavender, Ed.D.  
Freeholder



Heather Simmons  
Freeholder

Attest:   
Laurie J. Burns  
Clerk of the Board



# Gloucester County

## Board of Chosen Freeholders

# Proclamation

## US Army Specialist Morris Macklin

### In Appreciation for Your Service to Our Country

WHEREAS, the Gloucester County Board of Chosen Freeholders would like to take this time to recognize and thank **Specialist Morris Macklin**, United States Army National Guard, for his service to our country; and

WHEREAS, **Specialist Macklin** is a graduate of North Wilkes High School. **Specialist Macklin** enlisted in the United States Army National Guard and served the majority of his time with the 328<sup>th</sup> Military Police Company in Cherry Hill, NJ. **Specialist Macklin** was deployed to Iraq in support of the Global War on Terrorism; and

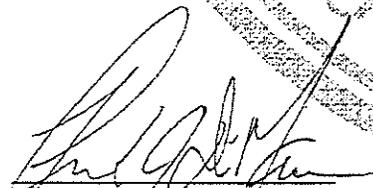
WHEREAS, having served with honor and distinction, **Specialist Macklin's** awards and citations include the National Defense Service Medal, Iraq Campaign Medal with two Stars, Global War on Terrorism Service Medal, Armed Forces Reserve Medal with Mobilization, Army Service Ribbon, and Overseas Service Ribbon; and

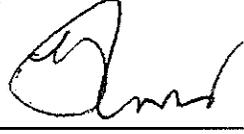
WHEREAS, upon his graduation from Rowan College at South Jersey the Board of Chosen Freeholders would like to pay tribute to **Specialist Macklin** and all those servicemen and servicewomen who heroically serve their country; and

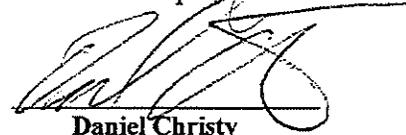
NOW THEREFORE, BE IT PROCLAIMED, that I, Robert M. Damminger, as Director, and on behalf of the 2020 Gloucester County Board of Chosen Freeholders, Frank J. DiMarco, Lyman Barnes, Daniel Christy, James B. Jefferson, James J. Lavender, Ed.D. and Heather Simmons are honored to recognize **Specialist Macklin** and extend our appreciation thanks for his personal sacrifice in the service to our country. Let it not be forgotten that freedom is not free and it is only through the bravery and dedication of our men and women in uniform that ensures America remains free.

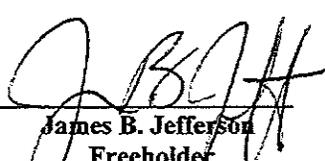
IN WITNESS WHEREOF, the Director and Clerk have caused these presents to be executed and the seal of the County of Gloucester to be affixed this 14<sup>th</sup> day of May, 2020.

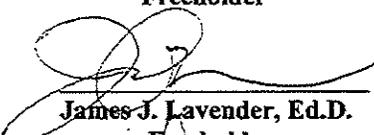
  
Robert M. Damminger  
Freeholder Director

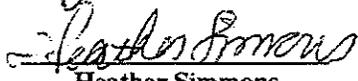
  
Frank J. DiMarco  
Freeholder Deputy Director

  
Lyman Barnes  
Freeholder

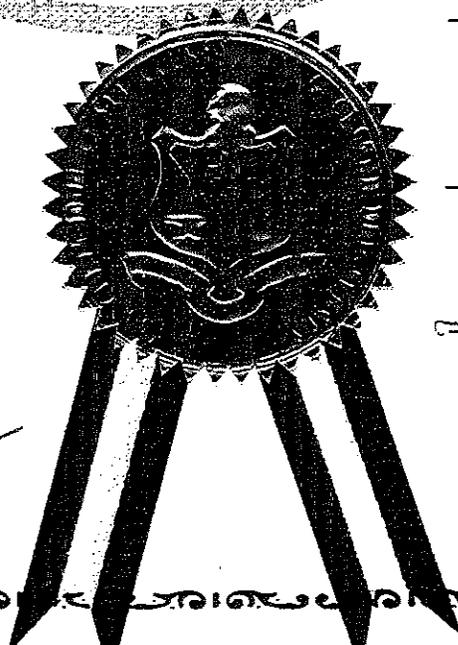
  
Daniel Christy  
Freeholder

  
James B. Jefferson  
Freeholder

  
James J. Lavender, Ed.D.  
Freeholder

  
Heather Simmons  
Freeholder

Attest:   
Laurie J. Burns  
Clerk of the Board



# Gloucester County

## Board of Chosen Freeholders

# Proclamation

~ In Honor Of ~

**Margaret "Peg" Mendoza**  
100<sup>th</sup> Birthday ~ May 26, 2020

WHEREAS, the Gloucester County Board of Chosen Freeholders would like to take this time to recognize and honor Peg Mendoza, a long-time resident of Deptford Township on the occasion of her 100<sup>th</sup> Birthday on May 26, 2020; and

WHEREAS, in 1971, Peg Mendoza was appointed the first Director of Gloucester County Senior Services at a time when there were no clubs and no programs. She is a proven leader, innovator, advocate and, best of all, friend, of the senior population not only in Deptford but throughout Gloucester County; and

WHEREAS, years ago, Peg Mendoza was hired by The Times to write a popular weekly column called, "The Golden Years" and through this column was able to tie the county's seniors together and begin to help start clubs. At that time there was not much for them to do nor places to go; and

WHEREAS, Peg Mendoza has served as President of the Deptford Golden Age Senior Citizen Club, President of the Gloucester County Senior Citizen Organization and Chairperson of the Gloucester County Department of Aging's Advisory Board; and

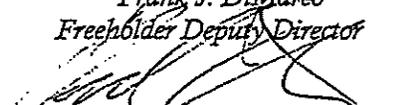
WHEREAS, Peg Mendoza has been honored countless times to include the Presidential Award from George W. Bush, Senior Star Award from Governor Christine Whitman, Community Service Medallion from Gloucester County College and citations from the Greater Woodbury Chamber of Commerce and the Gloucester County Board of Chosen Freeholders; and

WHEREAS, Peg Mendoza devoted her life to Deptford Township and in 2018 received the highest honor bestowed on a Deptford Township citizen, the Legacy Park Award.

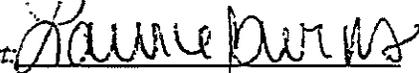
NOW, THEREFORE, BE IT PROCLAIMED, that I, Robert M. Damminger, as Director, and on behalf of the 2020 Gloucester County Board of Chosen Freeholders, Frank J. DiMarco, Lyman Barnes, Daniel Christy, James B. Jefferson, James J. Lavender and Heather Simmons do hereby recognize and honor Peg Mendoza on celebrating her 100<sup>th</sup> Birthday on May 26, 2020.

IN WITNESS WHEREOF, the Director and Clerk have caused these presents to be executed and the seal of the County of Gloucester to be affixed this 26<sup>th</sup> day of May, 2020.

  
Frank J. DiMarco  
Freeholder Deputy Director

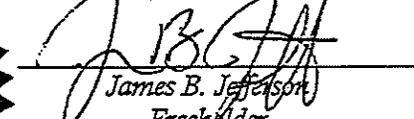
  
Daniel Christy  
Freeholder

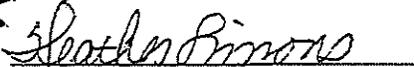
  
James J. Lavender, Ed.D.  
Freeholder

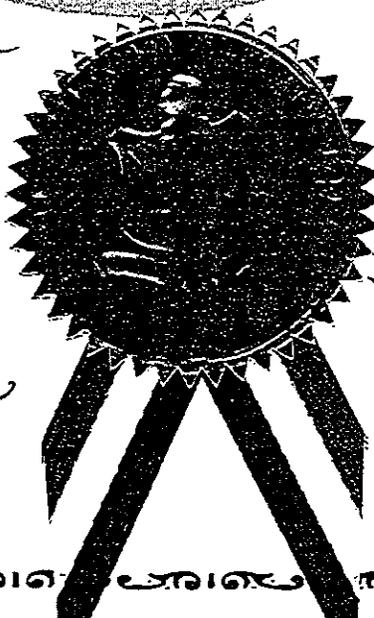
Attest:   
Laurie J. Burns, Clerk of the Board

  
Robert M. Damminger  
Freeholder-Director

  
Lyman Barnes  
Freeholder

  
James B. Jefferson  
Freeholder

  
Heather Simmons  
Freeholder



**RESOLUTION AUTHORIZING INSERTION OF SPECIAL ITEMS  
OF REVENUE INTO THE 2020 COUNTY 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 2020 as follows:

- (1) The sum of **\$280,803.00**, which item is now available as a revenue from the State of New Jersey, Department of Health Local Core Capacity for Public Health Emergency Preparedness, to be appropriated under the caption of the State of New Jersey, Department of Health **Local Core Capacity for Public Health Emergency Preparedness - Other Expenses**
- (2) The sum of **\$111,151.00**, which item is now available as a revenue from the State of New Jersey, Division of Mental Health and Addiction Services Gloucester County Innovation Opioid Crisis Services Grant, to be appropriated under the caption of the State of New Jersey, Division of Mental Health and Addiction Services **Gloucester County Innovation Opioid Crisis Services Grant - Other Expenses**
- (3) The sum of **\$373,657.00**, which item is now available as a revenue from the New Jersey Transit Section 5311 Coronavirus Aid, Relief and Economic Security Act (CARES), to be appropriated under the caption of the New Jersey Transit **Section 5311 Coronavirus Aid, Relief and Economic Security Act (CARES) - Other Expenses**
- (4) The sum of **\$798,000.00**, which item is now available as a revenue from the State of New Jersey, Department of Transportation Clayton-Williamstown Road CR610 Resurfacing and Safety Improvements from Tuckahoe Road to Fries Mill Road, to be appropriated under the caption of the State of New Jersey, Department of Transportation **Clayton-Williamstown Road CR610 Resurfacing and Safety Improvements from Tuckahoe Road to Fries Mill Road - Other Expenses**

**ADOPTED** at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on June 3, 2020 at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

\_\_\_\_\_  
**LAURIE BURNS,  
CLERK OF THE BOARD**

**RESOLUTION AUTHORIZING A CONTRACT WITH PACKETVIPER, LLC  
FROM JUNE 3, 2020 TO JUNE 2, 2023 IN AN AMOUNT NOT  
TO EXCEED \$15,800.00 PER YEAR**

**WHEREAS**, the County of Gloucester has a continued need for cyber protection as new computer security threats develop; and

**WHEREAS**, PacketViper, LLC, through hardware, supporting software, and application subscriptions, provides inbound protections of the County’s network by providing a geographic filter, the ability to block blocking certain bulk mail providers for spam control, and dropping any IP that attempts to scan any external resource on the network; and

**WHEREAS**, the 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; and

**WHEREAS**, the contract is for estimated units of service and is open-ended, which does not obligate the County to make any purchase or engage any service and, therefore, no Certificate of Availability of Funds is required at this time. Continuation of the contract beyond December 31, 2021 is conditioned upon the approval of final Gloucester County budgets each year.

**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 to execute and the Clerk of the Board is authorized to attest to, a contract with PacketViper, LLC for the provision of an effective cyber defense approach regarding the County’s network, from June 3, 2020 to June 2, 2023, in an amount not to exceed \$15,800.00 per year; and

**BE IT FURTHER RESOLVED** before any purchase be made or service rendered pursuant to the within award, a certification must be obtained from the County Treasurer certifying that sufficient funds are available at that time for that particular purchase or service and identifying the line item of the County budget out of which said funds will be paid.

**ADOPTED** at a meeting of the Board of Chosen Freeholders of the County of Gloucester held on June 3, 2020 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  
PACKETVIPER, LLC**

**THIS CONTRACT** is made effective the 3<sup>rd</sup> day of **June, 2020**, by and between the **COUNTY OF GLOUCESTER**, a body politic and corporate, with offices at 2 South Broad Street, Woodbury, New Jersey 08096, hereinafter referred to as "**County**", and **PACKETVIPER, LLC**, with offices at 40 Center Avenue, Pittsburgh, PA 15229, hereinafter referred to as "**Contractor**".

**RECITALS**

**WHEREAS**, the County of Gloucester has a need for continued cyber security including the provision of hardware, supporting software, and application subscriptions relative to effective inbound protections of the County's network; and

**WHEREAS**, 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; and

**WHEREAS**, the contract has been awarded consistent with the fair and open provisions of the Gloucester County Administrative Code and pursuant to N.J.S.A. 19:44A-20.4 et seq. the contractor has certified that it has not previously made and will not make a disqualifying contribution during the term of the contract; and

**WHEREAS**, Contractor represents that it has the necessary equipment, 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 Contractor do hereby agree as follows:

**TERMS OF AGREEMENT**

1. **TERM**. The contract shall be for the period of three (3) years from June 3, 2020 to June 2, 2023.
2. **COMPENSATION**. The Contractor shall be compensated in a total amount not to exceed \$15,800.00 per year. Continuation of the contract beyond December 31, 2021 and 2022 is conditioned upon the approval of the final 2022 and 2023 Gloucester County budgets.

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 agreed and understood that acceptance and final payment to Contractor shall be considered a release in full of all claims against the County for the product or service delivered. 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.

3. **DUTIES OF CONTRACTOR.** Contractor shall provide hardware, supporting software, and application subscriptions, relative to effective inbound protections of the County's network as set forth in Contractor's Quote No. GCEXTONLY050620 dated May 6, 2020 annexed hereto and incorporated herein.

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

a. The Contractor will not discriminate against any employee or applicant for employment, and will ensure that equal employment opportunity is afforded to all 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 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 vendor'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, 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. Pursuant to the termination provisions set forth in County Bid Specifications or Requests for Proposal, if any, as the case may be, which are specifically referred to and incorporated herein by reference.

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

c. If, through any cause, the Contractor 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 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 affect the validity of the indemnification provisions of this Contract, nor 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 document and the Contractor's Quote #GCEXTONLY 050620 dated May 6, 2020. Should there occur a conflict in the documents identified above, then this Contract shall prevail.

**THIS CONTRACT** is effective as of the **3<sup>rd</sup>** day of **June, 2020**.

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

**PACKETVIPER, LLC**

\_\_\_\_\_

\_\_\_\_\_  
**By:**  
**Title:**



40 Center Ave. Pittsburgh, PA 15229 www.packetviper.com

**County of Gloucester EXT ONLY**

Prepared For: County of Gloucester  
1200 N. Delsea Drive - IT DEPT  
Clayton, NJ 08312

Attention: Sal Pellerito Administratr spellerito@co.gloucester.nj.us 856.307.6669

Sales Person: Tim Jencka tim.jencka@packetviper.com

412.310.4119

Quote # GCEXTONLY050620

Quote Date May 6, 2020  
Expiration Date June 5, 2020  
Term Years 3.0  
Cancellation Term 30 Days  
Payment See options below

Product/SKU	Description	Category	UOM	Frequency	Unit Price	Qty	Extended Price
<b>SOFTWARE: ENTERPRISE ANNUAL SUBSCRIPTION MODEL</b>							
PV-STD-SUB	PacketViper Standard Edition 1yr Subscription	SW Subscription	1Yr	Annual	\$ 12,000.00	1.0	\$ 4,800.00
PV-STD-INTHA	PacketViper Standard Edition 1Yr Subscription - INTERNAL or H/A	SW Subscription	1Yr	Annual	\$ 6,000.00	1.0	\$ 2,400.00
PV-ADD-GW	Additional Gateway 1yr Subscription - EXT or INT	SW Subscription	1Yr	Annual	\$ 3,000.00	2.0	\$ 2,400.00
PV-ENT-MGR-HOST	Enterprise Manager Single Host 1yr Subscription	SW Subscription	1Yr	Annual	\$ 2,000.00	2.0	\$ 2,000.00
PV-DCP-SEN	VMZ / Deception 4 Port Sensor 1yr Subscription	SW Subscription	1Yr	Annual	\$ 4,000.00	2.0	\$ 2,000.00
PV-ADV-RPT	Advanced Analytics Single Host 1yr Subscription	SW Subscription	1Yr	Annual	\$ 2,000.00	2.0	\$ 2,000.00
<b>HARDWARE: ONE-TIME FEES</b>							
PV320-C-M-2U	PV320 2U Hardware Appliance Bundled Base	Hardware	Ea	1X	\$ 9,995.00	2.0	\$ -
NIC-SIL-PE210G2BPC	1 each/unit 2-port copper 10GbE Bypass Network Card	Hardware	Ea	1X	\$ 4,000.00	2.0	\$ -
<b>SUPPORT &amp; SERVICES</b>							
PV-SHIP	Shipping - All PacketViper Hardware (per appliance)	Shipping	1 Day	1X	\$ 100.00	2.0	\$ 200.00

Annual Fees \$ 15,600.00  
One-Time Fees \$ 200.00  
First Year Fees \$ 15,800.00

<b>Term At-a-Glance Summary:</b>	
<b>Annual Fees</b>	\$ 15,600
<b>1X Fees</b>	\$ 200
<b>Totals:</b>	\$ 15,800

	Year 1	Year 2	Year 3	Total Fees	Total Fees Paid in Full
Annual Fees	\$ 15,600	\$ 15,600	\$ 15,600	\$ 46,800	\$ 42,120
1X Fees	\$ 200			\$ 200	\$ 200
<b>Totals:</b>	<b>\$ 15,800</b>	<b>\$ 15,600</b>	<b>\$ 15,600</b>	<b>\$ 47,000</b>	<b>\$ 42,320</b>

**Quote Summary: Refer to Terms and Conditions for greater detail**

**QUOTE DESCRIPTION:**

Prices quoted do not include any applicable taxes.  
TWO PV-320 Devices each with 1 10G Copper Bypass NIC; 1 4P 1G Bypass NIC; 1 Deception NIC

**HIGHLIGHTED TERMS AND CONDITIONS:**

Annual subscription software pricing model		
No-cost hardware terms concession value:	\$	27,990.00
Paid in full discounted annual fees value:	10% \$	4,680.00
Annual software subscription discount:	70% \$	24,400.00
Total term software subscription discount:	\$	73,200.00

**1.0 GENERAL.** This quote ("Quote" or "Proposal" of "Agreement") constitutes an offer by Viper Network Systems DBA PacketViper, LLC. ("PacketViper") to the buying party named on page 1 of this Quote ("Customer", "you" or "your") for the sale of the products and services itemized herein ("Products"). You may accept this offer by signing below. By accepting this Quote, you accept all terms and conditions stated herein. Customer and PacketViper may be referred to together as "Parties" or individually as "Party".

**1.1 EULA.** This Quote is to be taken in consideration with PacketViper's End User License Agreement ("EULA"). The EULA is available upon request.

**2.0 LICENSE.** Subject to the terms and conditions of this Agreement, Customer is granted a nonexclusive and nontransferable license the Software and the Documentation for which Customer has paid the required license fees for use in Customer business environment.

**2.1 Restrictions.** Customer has no right to receive, use or examine any source code or design documentation relating to the Products. Customer may not copy The Product in whole or in part and hereby agrees not to create or attempt to create by reverse engineering, disassembly or otherwise the source code, internal structure, hardware design or organization of the product or any part thereof, or to aid or to permit others to do so.

**3.0 ASSIGNMENT.** Customer may not assign their rights or obligations under This Agreement without the prior written consent of PacketViper.

**4.0 TERM AND TERMINATION.** This Agreement is valid for the length of time provided for on page 1 of this Proposal in the section marked 'Term Years' and which starts on the Go-Live Date (the day on which the unit(s) start passing traffic in the production environment after the PacketViper software licenses are registered is the "Go-Live Date").

**4.1 Termination.** Upon termination of This Agreement Customer agrees to cease all use of The Products and either return to PacketViper, or destroy, all documentation and related materials, and so certify to PacketViper.

**5.0 PAYMENT.** Customer agrees to pay the indicated purchase price for the Products and all sales, use and other taxes and all customs duties and tariffs now or hereafter claimed or imposed by any governmental authority upon the sales of the Products.

**5.1 Invoices.** Upon receiving this executed Proposal PacketViper will issue an invoice as per the terms and conditions stated herein. All invoices are due Net 30, unless otherwise indicated or agreed to, and the payment cycle is indicated on the first page of this proposal.

**5.2 Paid in full discount opportunity.** This Section shall only apply if Customer has been presented with a Paid in Full discount option on page 1 of This Proposal. At the time of the initial payment, Customer may elect to pre-pay the entire term in-full and if this election is made PacketViper will discount all software licensing fees based on the Paid in Full discount percentage indicated herein. In order to qualify for this Customer must notify PacketViper of their intent to pay in full in full before the Cancellation Date. PacketViper will then issue an updated invoice reflecting the additional discount. Failure by Customer to pay invoices in a timely manner may result in the suspension of subscription software licensing.

**5.3 Currency.** All payments are due in U.S. Dollars and free of any currency control or other restrictions. Customer accepts all risk associated with variances in currency exchanges where applicable.

**6.0 SATISFACTION GUARANTEED, RISK-FREE CANCELLATION TERMS & CONDITIONS.** Customer may cancel this order within the allotted number of days identified on the first page of this proposal as "Cancellation Term". Once Customer has an established Go-Live Date (as defined herein), Customer then has the allotted number of days identified on the first page of this proposal to determine their satisfaction with PacketViper. The Go-Live Date plus the number of days allowed as the Cancellation Term determines the effective "Cancellation Date". Should Customer decide to cancel on or before the Cancellation Date, Customer must inform PacketViper of the intent to cancel via written notice to their sales representative or by contacting Accounts Receivable at 855.758.4737 x1898.

**6.1 Cancellation.** Cancellation at any time prior to the Cancellation Date and will result in the associated invoice being null and void. Failure to cancel by the Cancellation date will be construed as acceptance of this proposal and all terms, conditions, and obligations by Customer. In the event of cancellation on or before the Cancellation Date, Customer agrees to return the product(s) to PacketViper in the original packaging provided by PacketViper within ten (10) days. If Customer is unable to return the product(s) in the original packaging provided by PacketViper Customer will contact PacketViper to get instructions on the best way to return the loaned product(s) and Customer agrees to follow those instructions.

**6.2 Product Welfare.** Customer agrees that through the Cancellation Date, Customer assumes all responsibility regarding the welfare of the PacketViper product(s) and agrees to use the PacketViper product(s) in a manner that is consistent with guidance and training provided by PacketViper. In the event of loss, damage, theft, etc., prior to the cancellation period, Customer will be held fully responsible for replacement costs.

**6.3 Applicability.** All terms in this Section are to be applied strictly and solely to this Section as defined herein.

**7.0 NO COST HARDWARE.** This Section shall only apply if Customer has been offered a no-cost hardware option on page 1 of This Proposal and all terms in This Section apply only to hardware (not to any software or services) when the no-cost option has been offered to Customer.

**7.1 Term.** The term of this hardware lease will be run coincident with the entire term of This Proposal.

**7.2 Equipment.** All of the hardware identified in This Quote required to support the PacketViper software will be provided in the form of a no-cost lease.

**7.3 Ownership.** Throughout the term of this hardware lease Customer will act as lessee with PacketViper acting as lessor and maintaining ownership of the hardware.

**7.4 Payment.** Customer and PacketViper agree that as long as Customer is in good standing with respect to payments required in This Agreement the monthly amount due as lease payment for the hardware is zero U.S. dollars (\$0.00). The failure by Customer to make required payment may result in the termination of these no-cost hardware lease provisions.

**7.5 Responsibility.** Customer agrees that through the lease portion of This Agreement, Customer assumes all responsibility regarding the welfare of the PacketViper hardware and agrees to use the PacketViper hardware in a manner that is consistent with guidance and training provided by PacketViper. In the event of loss, damage, theft, etc., of hardware prior to the end of the lease term, Customer will be held fully responsible for replacement costs.

**8.0 OWNERSHIP AND LICENSE OF INTELLECTUAL PROPERTY.** The provisioning of Products pursuant to this Proposal does not convey any express or implied license under any patent, copyright, trademark, or other proprietary rights owned or controlled by PacketViper. Customer agrees to not infringe, directly or indirectly, any intellectual property rights of PacketViper. PacketViper shall own all intellectual property rights in technology developed by PacketViper. Jointly developed intellectual property shall be jointly owned, without the right to sublicense it to third parties without the other joint Party's agreement. PacketViper shall own all intellectual property rights in technology developed by PacketViper.

**9.0 GOVERNMENT REGULATION.** Customer warrants and agrees to not be on the U.S. Treasury Department list of Specially Designated Nationals or the U.S. Commerce Department's Table of Deny Orders.

**10.0 ACCEPTANCE.** The person signing this Proposal on behalf of Customer represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Proposal. The person signing this Proposal is acknowledging that This Proposal is a valid and legal agreement binding on each party and enforceable in accordance with all terms ("Acceptance").

Signed and accepted :

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**RESOLUTION AUTHORIZING EXECUTION OF A PREDEVELOPMENT  
LOAN AGREEMENT WITH THE HOUSING AUTHORITY OF  
GLOUCESTER COUNTY**

**WHEREAS**, the Housing Authority of Gloucester County (“HAGC”) is an agency within the County of Gloucester (“County”), which provides affordable housing opportunities to qualified residents; and

**WHEREAS**, the HAGC entered into an Agreement to Enter into Ground Lease with Rowan College of South Jersey on April 23, 2020, relative to the construction of special needs housing consisting of 24 units (“Project”), and intends to apply for project funding through NJDCA’s Affordable Housing Trust Fund or Low-Income Housing Tax Credits; and

**WHEREAS**, in the interim, the County is willing to provide gap funding in the amount of \$644,500.00, to be utilized solely to finance costs incurred by HAGC for the Project, and desires to enter into a loan agreement to set forth the terms and conditions of said loan.

**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 is directed to attest to, the execution of the Predevelopment Loan Agreement between the County and the Housing Authority of Gloucester County for the provision of gap funding by the County to be used to finance costs incurred by HAGC for the Project, as well as associated site improvements.

**ADOPTED** at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on June 3, 2020 at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

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

**PREDEVELOPMENT LOAN AGREEMENT**

**RCSJ SPECIAL NEEDS HOUSING**

**THIS PREDEVELOPMENT LOAN AGREEMENT** (the "**Loan Agreement**"), made this \_\_\_\_ day of May, 2020 ("**Effective Date**"), by and between the **COUNTY OF GLOUCESTER**, a political subdivision of the State of New Jersey, with principal offices located at 2 South Broad Street, Woodbury, New Jersey 08096 ("**County**") and the **HOUSING AUTHORITY OF GLOUCESTER COUNTY**, an agency and instrumentality of the County of Gloucester, with principal offices located at 100 Pop Moylan Boulevard, Deptford, New Jersey 08096 ("**HAGC**" or the "**Borrower**"). County and the Borrower may be collectively referred to herein as the "**Parties**", or individually as a "**Party**".

**RECITALS**

**WHEREAS**, HAGC has entered into an Agreement to Enter into Ground Lease dated April 23, 2020 with Rowan College of South Jersey (RCSJ) to establish site control of a portion of Block 417, Lot 1 on the Official Tax Map of the Township of Deptford, County of Gloucester for the purpose of constructing special needs housing containing twenty-four (24) units and associated site improvements as further described in the project narrative attached hereto and incorporated herein as Exhibit A ("**Project**"); and

**WHEREAS**, HAGC intends to apply for Project funding through either the New Jersey Department of Community Affairs (NJDCA) Affordable Housing Trust Fund (AHTF) or Low-Income Housing Tax Credits (LIHTC); and

**WHEREAS**, County has agreed to provide gap funding for the Project; and

**WHEREAS**, the parties desire to enter into this Loan Agreement setting forth the terms and conditions of a predevelopment loan for the Project.

**NOW THEREFORE**, in consideration of the payments and mutual promises set forth below, the adequacy and receipt of which are acknowledged, County and the Borrower agree as follows:

1. Amount of Loan Proceeds. County shall provide a predevelopment loan for the Project of up to Six Hundred, Forty-Four Thousand, Five Hundred Dollars (\$644,500.00) (the "**Loan**") to the Borrower to be utilized in accordance with the terms and conditions set forth below.

2. Use of Loan Proceeds: Advances.

(a) The proceeds of the Loan shall be used for services to further the development of the Project ("**Development Services**") and disbursed to HAGC and used solely to finance the Borrower's costs incurred in connection with the Project as more fully set forth in the Approved Predevelopment Budget attached hereto and incorporated herein as Exhibit B (the "**Approved Predevelopment Budget**"). Costs for development Services shall be limited to items and amounts

shown on Exhibit B. The Borrower shall not use the Loan funds for any other purpose without the prior written consent of County.

(b) On the Effective Date, County shall disburse to HAGC Twenty-Five Thousand Dollars (\$25,000.00) of Loan funds to be held by HAGC for the payment of Development Services ("**Disbursement Escrow**"). No later than the fifth day of each month following the Effective Date and until Closing, Borrower shall submit to County a monthly disbursement report of costs paid in connection with Development Services performed during the preceding calendar month ("**Disbursement Report**"). The Disbursement Report shall include separate billing statements or invoices from each party to which a payment was made. The Disbursement Report shall be in such form acceptable to County and shall be signed by an authorized representative of HAGC. All such costs shall not exceed the amount set forth in the Approved Predevelopment Budget unless a budget revision is approved in advance by County. Upon the written request of HAGC, County shall disburse additional Loan funds to replenish the Disbursement Escrow.

3. Assignment. The obligation of the Borrower to repay the Loan shall be evidenced by this Loan Agreement. The Borrower hereby assigns to County, as collateral for its obligations hereunder, all work product acquired, constructed, performed, prepared or completed by or for the Borrower with respect to Project and all contracts relating to such work product (the "**In-Kind Contributions**"). subject to the Borrower's continuing right to use the same.

4. Interest Rate. The Loan shall bear interest at an annual rate of 0%.

5. Repayment. The entire principal amount of the portion of the Loan advanced with respect to costs relating to the Project, together with all accrued and unpaid interest thereon, shall be payable on or before the earlier of (a) the closing date of the HAGC's financing for development of the Project, or (b) April 30, 2022 (the "**Payment Date**"). Borrower may extend the Payment Date by an additional twelve (12) month period by providing written notice to County prior to the Payment Date. If the Closing has not occurred by the Payment Date, or any extension thereto, County may at its option declare the Loan due and payable upon written notice to the Borrower, and the Borrower may transfer the In-Kind Contributions in full satisfaction of the Borrower's obligations to repay the Loan and accrued interest thereon, provided that such In-Kind Contributions shall be acceptable in quality and value to County in its sole reasonable discretion or costs related to such In-Kind Contributions shall have previously been approved by County as provided in Section 1(b) above.

6. Representations and Warranties. The Borrower represents and warrants as follows:

(a) HAGC is a Housing Authority duly organized pursuant to the Local Redevelopment and Housing Law (*N.J.S.A. 40A:12A-1 et seq.*).

(b) The Borrower has full power and authority to enter into the transactions provided for in this Loan Agreement and has been duly authorized to do so by all necessary and appropriate action and when executed and delivered by the Borrower, this Loan Agreement shall constitute the legal, valid and binding obligations of the Borrower, enforceable in accordance with its terms.

(c) Neither the execution nor delivery of this Loan Agreement or of any other documents or instruments executed and delivered, or to be executed or delivered, pursuant to this Loan Agreement, nor the performance of any provision, condition, covenant or other term hereof or thereof, shall conflict with or result in a breach of any statute, rule or regulation, or any judgment, decree or order of any court, board, commission or agency whatsoever binding on the Borrower, or any provision of the organizational documents of the Borrower, or shall conflict with or constitute a breach of or a default under any agreement to which the Borrower is a party, or shall result in the creation or imposition of any lien upon any assets or property of the Borrower, other than liens established pursuant hereto.

(d) The Borrower is not in default under any law or regulation or under any order of any court, board, commission or agency whatsoever, and there are no claims, actions, suits or proceedings pending or, to the knowledge of the Borrower, threatened against or affecting the Borrower or the Project, at law or in equity, before or by any court, board, commission or agency whatsoever which might, if determined adversely to the Borrower, affect the Borrower's ability to repay the Loan or impair the security to be given to County pursuant hereto.

7. Events of Default. Each of the following events shall be an "Event of Default" hereunder:

(a) Failure to Make Payment. The Borrower shall fail to pay on or before the Payment Date any payment of principal or interest required to be paid under the Loan Agreement, which failure is not cured within five (5) days following the giving by County to the Borrower of written notice thereof:

(b) Default in Performance of the Borrower's Duties. The Borrower (i) shall fail to perform any of its duties and obligations set forth herein within ten (10) days after written notice of such default, or (ii) shall fail to perform any of the Borrower's duties and obligations set forth in any other agreement between the Borrower and County, which failure continues beyond the expiration of any applicable cure period specified therein:

(c) Breach of Representation or Warranty. Any representation or warranty made by the Borrower shall prove to have been false or misleading in any material respect at or as of the time made; or

(d) Use of Loan Proceeds for Other than Permitted Project Costs. The Borrower shall use the proceeds of the Loan for any purpose other than Project costs permitted pursuant to this Loan Agreement.

8. Remedies. Upon the occurrence and during the continuation of any Event of Default, County may: (a) declare the entire unpaid balance of the principal amount of the Loan Agreement, together with any and all accrued and unpaid interest thereon, immediately due and payable without presentment, demand, protest or other notice of any kind, all of which are expressly waived by the Borrower; (b) terminate this Agreement; (c) withhold further advances of the Loan; or (d) exercise any and all rights and remedies available to it at law or in equity.

9. Other Conditions. Prior to the execution of the Loan Agreement, County may terminate this Loan Agreement if a material adverse change occurs with respect to the Borrower, or if the Borrower fails to comply with any of the terms and conditions of this Loan Agreement, or if County reasonably determines that any of the conditions cannot be met.

10. Miscellaneous. This Loan Agreement is governed by the laws of the State of New Jersey. No modification or waiver of any of the terms of this Loan Agreement, nor any consent to any departure by the Borrower therefrom, shall be effective unless made in a writing signed by County, and then such waiver or consent shall be effective only in the specific instance and for the purpose for which given. When accepted, this Loan Agreement shall constitute the entire agreement between County and the Borrower concerning the Loan, and shall replace all prior understandings, statements, negotiations and written materials relating to the Loan.

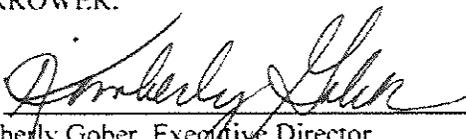
11. Nonrecourse. For so long as no Event of Default has occurred the liability of the Borrower for any amount payable hereunder for the performance of any obligation set forth herein shall be enforceable only out of the Borrower's interest in any real estate that is part of the Project and its interest in the In-Kind Contributions, and neither County nor any subsequent holder of the Loan Agreement shall have the right to seek collection of any sum or the enforcement of any obligations out of other assets of the Borrower.

**IN WITNESS WHEREOF,** the parties hereto have duly executed this Loan Agreement the day and year first above written.

COUNTY:

By: \_\_\_\_\_  
Robert Damminger, Director  
Board of Chosen Freeholders of Gloucester County

BORROWER:

By:   
Kimberly Gober, Executive Director  
Housing Authority of Gloucester County

## EXHIBIT A

### RCSJ Special Needs Housing - Project Description and Schedule

The Housing Authority of Gloucester County (HAGC) and the Rowan College of South Jersey (RCSJ) have been planning a Special Needs housing project to be located on RCSJ's Gloucester County Campus in Deptford Township. The site is approximately 3 acres and will be a portion of Block 417, Lot 1 on the tax map of Deptford Township.

The housing project will consist of 24 one-bedroom units in a 2 – 3 story complex of building(s). The project will contain community space and space to deliver required services to the residents. It is the intention that the units will be reserved for adult developmentally disabled individuals. The units will be reserved for households earning less than 50% of the area medium income.

RCSJ will provide services as part of its on-going programs including the ACT which has its support facility directly adjacent to this proposed project.

All units will be fully accessible and will meet at a minimum the Energy Star 3 energy efficiency standards. The project will be incorporated into the broader RCSJ campus. It is the intention of RCSJ and HAGC to set a series of design charrettes with County representatives so that the final architectural design meets with the expectations of the parties.

The State of New Jersey through the NJDCA is offering funding for small projects through the Affordable Housing Trust Fund. The project will qualify if Deptford Township is able to enter into a settlement agreement which includes this project with respect to its COAH requirements. This program provides up to six-million dollars to fund projects of 25 units or less. In the event this program is not available to the HAGC for this project, it will pursue 4% Low Income Housing Tax Credits through the NJHMFA. Both of the aforementioned funding sources will require a certain amount of gap funds so that the project can be complete. The development team will pursue available sources such as but not limited to FHLB-AHP, HOME funds and other County funds that might be available. It is the intention of HAGC to maximize hard debt to the greatest extent possible. If successful and with HUD approval HAGC will use Section 8 Project based vouchers to maximize the amount HAGC can borrow in hard debt. This will also allow the project to serve the very low-income residents that may need the units developed in the project as the rent will be subsidized.

<b>SCHEDULE</b>	
Site Control (Ground Lease)	May 2020
Draft budgets both AHTF and LIHTC	July 2020
Application to DCA Affordable Housing Trust Fund (AHTF) (if applicable)	August 2020
Application for first mortgage to go with AHTF. (if applicable)	August 2020
Procurement of Professionals (Architect. Engineer. Environmental. Development partner if applicable. etc.)	August 2020
Phase I environmental Review	October 2020
Submission to NJHMFA of DOI (if no AHTF)	November 2020
NJ Treatment Works Approval (Sewer)	January 2021
NJ Division Water Supply Permit	January 2021
Revised Project budget for County review and review of needs for Gap funds	January 2021
Site Plan submission	February 2021
Final Site Plan approval	March 2021
Completion of Architectural Design	April 2021
Uniap application (tax exempt bonds 4% LIHTC) If applicable	May 2021
Completion of Procurement of GC (starts 90 days prior)	July 2021
Approval of funding DCA (including first mortgage) or NJHMFA financing	September 2021
Due Diligence docs completion	February 2022
Forecast of Financial Closing	March 2022
Construction Start	April 2022
Marketing of units	December 2022
Commencement of tenant selection	March 2023
Construction Completion	August 2023
Forecast Date of Full Occupancy	October 2023

The HAGC shall provide to County on a quarterly basis an updated project schedule starting August 1, 2020.

**EXHIBIT B**

**RCSJ Special Needs Housing Predevelopment Budget**  
**24 Affordable Special Needs Rental Units**

<b>Budget Items</b>	<b>Funded Under this Predevelopment Loan</b>
Architect	\$110,000
Engineer	\$80,000
Other fees/Utilities hook ups, TWA	\$25,000
HUD required approvals (Part 58 ERR, SLR for PBV's)	\$12,000
Fees/site plan/Governmental	\$9,500
Geo Technical studies	\$20,000
Environmental	\$10,000
Appraisal/Market Study	\$15,000
Survey	\$15,000
Legal/includes Lender	\$75,000
Application Fees	\$5,000
Owner Entity creation, taxes and insurance	\$2,500
Mortgage Commitment Fee	\$39,500
Negative Arbitrage	\$95,000
1 <sup>st</sup> ½ issuance tax credit fee	\$18,500
Energy Star plan review	\$2,500
Contingency	\$35,000
Project Consultant (reimbursed from Development Fees)	\$75,000
<b>TOTAL</b>	<b>\$644,500</b>

B-1

**RESOLUTION AUTHORIZING AN EMERGENCY CONTRACT PURSUANT TO N.J.S.A. 40A:11-6 WITH HOLDEN FACILITY SERVICES FOR \$133,633.00**

**WHEREAS**, there is an urgent need for emergency disinfection services of accessible touch point areas in various County buildings due to the COVID-19 virus; and

**WHEREAS**, an emergency contract pursuant to N.J.S.A. 40A:11-6 may be awarded without advertisement for bids or bidding, in that an emergency affecting the health and public safety requires immediate performance or service; and

**WHEREAS**, it has been determined that the County may obtain necessary disinfection services for various County buildings, contracted with Holden Facility Services, 425 Hurffville Cross Keys Rd., Unit #8921, Blackwood, NJ 08012 for the emergency provision of such services; and

**WHEREAS**, the Purchasing Agent of Gloucester County has certified the availability of funds in the amount of \$133,633.00 which have been charged against budget line item #0-01-35-470-001-20208, pursuant to CAF# 20-04146.

**WHEREAS**, the certification of Request for an Emergency Purchase is attached to the original of this resolution, a copy of which is on file in the Office of the Clerk of the Board; and

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Chosen Freeholders of the County of Gloucester that an emergency contract pursuant to N.J.S.A. 40A:11-6 with Holden Facility Services is hereby authorized and approved for the term May 1, 2020 to December 31, 2020 for a total of \$133,633.00.

**ADOPTED** at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, June 3, 2020 at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

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

**CONTRACT BETWEEN  
THE COUNTY OF GLOUCESTER  
AND  
HOLDEN FACILITY SERVICES, LLC**

**THIS CONTRACT** is made effective the 3<sup>rd</sup> day of June, 2020, 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 **HOLDEN FACILITY SERVICES, LLC** with offices at 425 Hurffville Cross Keys Rd., Unit #8921, Blackwood, NJ 08012, hereinafter referred to as "**Contractor**".

**RECITALS**

**WHEREAS**, there exists a need for the County to contract for emergency services as defined in the Local Public Contracts Law in N.J.S.A. 40A:11-6, with regard to emergency provision of disinfection services of touch point areas for various County buildings due to COVID-19, as certified by the Director of the County Buildings and Grounds Department; and

**WHEREAS**, the Director of the Buildings and Grounds Department notified the County Purchasing Agent, of the need for the said contract, the nature of the emergency, the time of its occurrence, and the need for invoking the Emergency Provisions, and certified to same; and

**WHEREAS**, Contractor represents that it is qualified to provide 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, County and Contractor do hereby agree as follows:

**TERMS OF AGREEMENT**

1. **CONTRACT TERM**. Contract shall terminate upon completion of emergency services.
2. **COMPENSATION**. Contractor shall be compensated for the total amount of \$133,633.00 as per CAF #20-04146.

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

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

It is also agreed and understood that the acceptance of the final payment by Contractor shall be considered a release in full of all claims against the County arising out of, or by reason

of, the work done and materials furnished under this Contract.

3. **DUTIES OF CONTRACTOR.** The specific duties of the Contractor shall be for the provision of emergency disinfection services as set forth in here as attachment "A".

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

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

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

The Contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the 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, sex, veteran status or military service.

The Contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the Contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The Contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The Contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

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

A. Pursuant to the termination provisions set forth in any Bid Specifications 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.

6. **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.

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 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, whether or not due to negligence, fault, or default of the Contractor. The Contractor's liability under this Contract shall continue after the termination of this Contract with respect to any liability, loss, expense or damage resulting from acts occurring prior to termination.

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

If Contractor is a member of a profession which 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 certificates for sufficiency and compliance with this paragraph, and approval of said certificates 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 perform the services which Contractor is required to perform in accordance with the terms of this Contract, and if expense is incurred by County by reason of Contractor's failure to perform, then and in that event, such expense shall be deducted from any payment due to Contractor. Exercise of such set-off shall not operate to prevent County from pursuing any other remedy to which it may be entitled.

**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. **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.

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. **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.

15. **COMPLIANCE WITH APPLICABLE LAW.** Contractor shall at all times during the course of the effective period of this Contract comply with and be subject to all applicable laws, rules and regulations of the State of New Jersey and of the United States and of any other entity having jurisdiction pertaining to the performance of Contractor's services.

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

17. **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 written approval of the County.

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

19. **CONTRACT PARTS.** This Contract consists of this Contract and any specifications promulgated by the County, and the bidder's bid package, all of which are referred to and incorporated herein by reference, if applicable. 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 bid package, then this Contract and the specifications shall prevail.

**THIS CONTRACT** shall be effective the 3<sup>rd</sup> day of June, 2020.

**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 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:**

**HOLDEN FACILITY SERVICES, LLC**

\_\_\_\_\_

\_\_\_\_\_  
**BY: TOM HOLDEN  
TITLE**

## **ATTACHMENT "A"**

17180

# HFS | HOLDEN FACILITY SERVICES

425 Hurffville Cross Keys  
RD, Unit #8921  
Blackwood, NJ 08012

## PROPOSAL

Job# \_\_\_\_\_

<b>PROPOSAL SUBMITTED TO:</b>		<b>DESCRIPTION OF JOB:</b>	<b>DATE: 5/5/2020</b>
Gloucester County Buildings & Grounds		<b>Job</b> Disinfecting Service -- Round Two	
254 County House Rd.		<b>Address</b> 254 County House Rd.	
Clarksboro NJ, 08020		<b>City</b> Clarksboro, NJ	
Attn. Lorrie Hawthorn		<b>Phone</b> 856-251-6711	<b>Email</b> lhawthorn@co.gloucester.nj.us
		<b>Proposal Submitted By</b> Tom Holden	
<b>We Hereby Submit specifications and estimates</b>			
Holden Facility Services agrees to provide all labor, supervision, materials necessary to assure performance of the specified. This shall include services described.			
Contractor shall disinfect accessible "touch point areas" using a combination of electrostatic and atomizer sprayers mixed with a cleaner that has qualified for the use of against SARS-CoV-2, the novel coronavirus that's causes COVID19			
<b>Priced Per Service</b>			
• Health Center - \$5,675.00		S/9	
• Social Services - \$9,650.00		S/9	
• VA - \$5,350.00		S/9	
• Justice Complex - \$57,500.00		S/9	
• Administration (old family court) - \$9,850.00		S/9	
• Court House, County Buildings, Surrogate and Bank Building - \$22,950.00		S/9	
• 5 pts. Plaza - 1893 Hurffville Rd. Deptford \$7,400.00		S/16	
• WIC - 1000 Delaware St., Paulsboro \$1,200.00		S/16	
• BOE - 550 Grove Road, W. Deptford \$14,058.00		S/16	

Eng form

0-01-35-470-001-20208

We Heraby Propose to furnish labor and materials complete in accordance with the above specifications, for the sum of <b>\$ 133,633.00</b>	
Authorized Signature: <u>Tom Holden</u>	Note: This proposal may be withdrawn by us if not accepted within <u>30</u> days.
Acceptance of Proposal - I hereby authorize the above described work. Balance must be paid within (30) days of invoice. A service charge of 2% per month will be added to all balances not paid within specified time frame.	
Date Accepted _____	Signature _____

**County of Gloucester Purchasing Department**

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

<b>PURCHASE ORDER / CAF CERTIFICATE AVAILABILITY FUNDS</b>	
THIS NUMBER MUST APPEAR ON ALL INVOICES	
<b>NO.</b>	20-04146

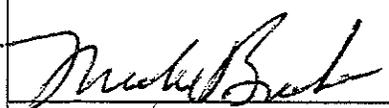
<b>SHIP TO</b>	GLOUC. CO BUILDINGS & GROUNDS SHADY LANE COMPLEX (251-6700) 254 COUNTY HOUSE ROAD CLARKSBORO, NJ 08020
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ORDER DATE: 05/22/20  
 REQUISITION NO: R0-17180  
 DELIVERY DATE:  
 STATE CONTRACT:  
 ACCOUNT NUM:

<b>VENDOR</b>	VENDOR #: HOLDE008 HOLDEN FACILITY SERVICES, LLC 425 HURFFVILLE CROSSKEYS RD UNIT #8921 BLACKWOOD, NJ 08012
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**SALES TAX ID # 21-6000660**

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
1.00	PROPOSAL - 5/5/2020 DISINFECTION SERVICE - HOLDEN FACILITY SERVICES AGREES TO PROVIDE ALL LABOR, SURVERVISION, MATERIALS NECESSARY TO ASSURE PERFORMANC EOF THE SPECIFIED. THIS SHALL INCLUDE SERVICES DESCRIBED.  CONTRACTOR SHALL DISINFECT ACCESSIBLE "TOUCH POINT AREAS" USING ELECTROSTATIC SPRAYER(S) MIXED IWTH A CLEANER THAT HAS QUALIFIED FOR THE USE OF AGAINST SARS-COV-2, THE NOVEL CORONAVIRUS THAT'S CAUSES COVID19  5/9: HEALTH CTR ----- \$5,675 5/9: SOCIAL SVC ----- \$9,650 5/9: VA ----- \$5,350 5/9: JUSTICE ----- \$57,500 5/9: ADMIN ----- \$9,850 5/9: OCH, COUNTY BUILDINGS, SURROGATE & BANK BLG ----- \$22,950 5/16: 5PTS ----- \$7,400 5/16: WIC ----- \$1,200 5/16: BOE ----- \$14,058	0-01-35-470-001-20208 COVID-19 Emergency Funds	133,633.0000	133,633.00
			TOTAL	133,633.00

<b>CLAIMANT'S CERTIFICATE &amp; DECLARATION</b>	<b>RECEIVER'S CERTIFICATION</b>	<b>APPROVAL TO PURCHASE</b>
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.	<b>DO NOT ACCEPT THIS ORDER UNLESS IT IS SIGNED BELOW</b>
X VENDOR SIGN HERE _____ DATE _____		 TREASURER / CFO
TAX ID NO. OR SOCIAL SECURITY NO. _____ DATE _____		 QUALIFIED PURCHASING AGENT
<b>MAIL VOUCHER WITH INVOICE TO THE "SHIP TO" ADDRESS</b>	DEPARTMENT HEAD _____ DATE _____	

**VOUCHER COPY-SIGN AT X AND RETURN FOR PAYMENT**

**COUNTY OF GLOUCESTER**  
**CERTIFICATION OF REQUEST FOR EMERGENCY PURCHASES**

THE UNDERSIGNED DEPARTMENT HEAD (OR DESIGNATED AGENT) CERTIFIES AS FOLLOWS:

1. AN EMERGENCY CONDITION EXISTS IN Buildings & Grounds  
(NAME OF DEPARTMENT)
2. THIS EMERGENCY OCCURRED ON May 16, 2020  
(DATE) (TIME)

3. THE NATURE OF THE EMERGENCY IS:  
Covid -19 virus outbreak throughout the country spreading infections to mass amount of people.

THIS CONDITION CONSTITUTES AN EMERGENCY AFFECTING THE IMMEDIATE HEALTH, SAFETY OR WELFARE OF THE PUBLIC.

5. DESCRIPTION OF CONDITION AND HOW IT AFFECTS HEALTH, SAFETY OR WELFARE.

The United States and the World is amidst a pandemic outbreak of Covid-19. County government must continue operating essential governmental business during this pandemic. Therefore for the health and safety of all those involved in essential county business building disinfecting must be done

6. IT IS NECESSARY TO INVOKE N.J.S.A. 40A:11-6 (EMERGENCY PURCHASES AND CONTRACTS) IN ORDER TO OBTAIN THE DELIVERY OF THE MATERIALS, SUPPLIES, OR SERVICES DESCRIBED IN THE ATTACHED REQUISITION # R0-17180. THE ESTIMATED COST OF FURNISHING THE MATERIALS, SUPPLIES OR SERVICES IS \$ \$133,633.00

7. PERMISSION IS REQUESTED FOR APPROVAL TO ISSUE A PURCHASE ORDER WITHOUT OBTAINING BIDS, PURSUANT TO THE ABOVE CITED STATUTE.

8. I CERTIFY THAT THE FOREGOING STATEMENTS MADE BY ME ARE TRUE. I AM AWARE THAT IF ANY OF THE FOREGOING STATEMENTS MADE BY ME ARE WILLFULLY FALSE, I AM SUBJECT TO PUNISHMENT.

DEPARTMENT HEAD

*[Signature]*

DATE

5/22/20

AUTHORIZED PURCHASING AGENT

*[Signature]*

APPROVED BY COUNTY ADMINISTRATOR

*[Signature]*

B-2

**RESOLUTION AUTHORIZING A CONTRACT WITH CSI TECHNOLOGY GROUP FOR COMPUTER SOFTWARE AND SERVER MAINTENANCE THROUGH DECEMBER 31, 2020, IN AN AMOUNT NOT TO EXCEED \$55,400.70**

**WHEREAS**, the County of Gloucester (hereinafter "County"), through the County Prosecutor's Office utilizes the Microsoft Azure Government Cloud, as well as specialty applications and modules that work with proprietary InfoShare applications which are licensed to that office; and

**WHEREAS**, the Prosecutor's Office has a need for continued software maintenance and Azure cloud hosting services and server maintenance for the third and fourth quarters of 2020, 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

**WHEREAS**, the County can obtain said goods and services from CSI Technology Group of 330 Mac Lane, Keasbey, NJ 08832, in an amount not to exceed \$55,400.70 through December 31, 2020 (comprised of \$12,762.85 per quarter for Microsoft Azure services and server maintenance, and \$14,937.50 per quarter for Infoshare software maintenance); and

**WHEREAS**, the contract is for estimated units of service or purchases on an as-needed basis and is open-ended, which does not obligate the County to obtain any service or make any purchase, and therefore, no Certificate of Availability of Funds is required at this time.

**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 directed to attest to, a contract with CSI Technology Group for proprietary software maintenance, and Azure cloud hosting services and server maintenance through December 31, 2020, in an amount not to exceed \$55,400,70; and

**BE IT FURTHER RESOLVED** before any purchase be made or service rendered pursuant to the within award, a certification must be obtained from the County Treasurer certifying that sufficient funds are available at that time for that particular purchase and identifying the line item of the County budget out of which said funds will be paid.

**ADOPTED** at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on June 3, 2020 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 3<sup>rd</sup> day of **June, 2020**, 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 continued proprietary Infoshare software maintenance and Microsoft Azure cloud services and server maintenance for the third and fourth quarters of 2020 for the County Prosecutor's Office; and

**WHEREAS**, 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 effective from July 1, 2020 to December 31, 2020.
2. **COMPENSATION**. Contract shall be for a total amount not to exceed \$55,400.70 (comprised of \$12,762.85 per quarter for Microsoft Azure services and server maintenance, and \$14,937.50 per quarter for Infoshare software maintenance), as per Contractor's invoice #72353 dated May 15, 2020, 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 Infoshare software maintenance and Microsoft Azure cloud services and server maintenance for the third and fourth quarters of 2020 for the County Prosecutor's Office, as per Schedule A attached hereto, consisting of Contractor's Invoice #72353 dated 5/15/2020, reflecting 3<sup>rd</sup> and 4<sup>th</sup> quarter services, which is 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 Schedule A which is incorporated herein. Should there occur a conflict as to the documents identified above, then this Contract shall prevail.

**THIS CONTRACT is effective as of the 3<sup>rd</sup> day of June, 2020.**

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

# Invoice

Date	Invoice #
5/15/2020	72353

<b>Bill to:</b> Gloucester County Prosecutor's Office P.O. BOX 623 ,Criminal Justice Complex Woodbury ,NJ 08096 Attn: Chief Thomas Gilbert tgilbert@co.gloucester.nj.us
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<b>Ship to:</b> Gloucester County Prosecutor's Office P.O. BOX 623 ,Criminal Justice Complex Woodbury ,NJ 08096 Attn: Chief Thomas Gilbert tgilbert@co.gloucester.nj.us
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P.O. NO.	Terms	Rep	Ship	Via	Customer Code
Contract	NET 30	James Parent	1/1/2020	Service	PNJME1

Quantity	Item Code	Description	Price Each	Amount
1	Cloud Hosting Services -1	<b>Cloud Services for eDiscovery</b> Maintenance Period: 01/01/2020 to 12/31/2020 (Annual ) PO#20-00970 INV#72250: :\$3,600.00 <b>PAID</b> with check#399316	\$3,600.00	\$3,600.00
1	Maintenance	<b>1st Quarter 2020 Software Maintenance</b> ** Infoshare Maintenance Services ** Discovery Component ** Internal Affairs Module Maintenance Period: 01/01/2020 to 03/31/2020 PO#20-00971 INV#72249: \$14,937.50 <b>PAID</b> with check#399316	\$14,937.50	\$14,937.50
1	Cloud Hosting Services -2	<b>1st Quarter 2020 Microsfot Azure Services &amp; Server Maintenance</b> Maintenance Period: 01/01/2020 to 03/31/2020 Status : PO#20-00972 INV#72248: \$12,762.85 <b>PAID</b> with check #399316	\$12,762.85	\$12,762.85
1	Maintenance	<b>2nd Quarter 2020 Software Maintenance</b> ** Infoshare Maintenance Services ** Discovery Component ** Internal Affairs Module Maintenance Period: 04/01/2020 to 06/30/2020 Status : PO#20-02463 INV#72294 :\$14,937.50 <b>Pending Payment</b>	\$14,937.50	\$14,937.50
1	Cloud Hosting Services -2	<b>2nd Quarter 2020 Microsfot Azure Services &amp; Server Maintenance</b> Maintenance Period: 04/01/2020 to 06/30/2020 Status : PO#20-02462 INV#72295: \$12,762.85 <b>Pending Payment</b>	\$12,762.85	\$12,762.85

**Computer Square, Inc.**

330 MAC LANE, KEASBEY, NJ 08832 USA

TEL: (732)346-0200 FAX: (732)346-0209

<http://www.csitech.com>**Invoice**

Date	Invoice #
5/15/2020	72353

<b>Bill to:</b> <b>Gloucester County Prosecutor's Office</b> P.O. BOX 623 ,Criminal Justice Complex Woodbury ,NJ 08096 Attn: Chief Thomas Gilbert <a href="mailto:tgilbert@co.gloucester.nj.us">tgilbert@co.gloucester.nj.us</a>
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<b>Ship to:</b> <b>Gloucester County Prosecutor's Office</b> P.O. BOX 623 ,Criminal Justice Complex Woodbury ,NJ 08096 Attn: Chief Thomas Gilbert <a href="mailto:tgilbert@co.gloucester.nj.us">tgilbert@co.gloucester.nj.us</a>
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P.O. NO.	Terms	Rep	Ship	Via	Customer Code
Contract	NET 30	James Parent	1/1/2020	Service	PNJME1

1	Mainteance	3rd Quarter 2020 <b>Software Maintenance</b> ** Infoshare Maintenance Services ** Discovery Component ** Internal Affairs Module Maintenance Period: 07/01/2020 to 09/30/2020 <b>Pending PO</b>	\$14,937.50	\$14,937.50
1	Cloud Hosting Services -2	3rd Quarter 2020 <b>Microsfot Azure Services &amp; Server Maintenance</b> Maintenance Period: 07/01/2020 to 09/30/2020 <b>Pending PO</b>	\$12,762.85	\$12,762.85
1	Mainteance	4th Quarter 2020 <b>Software Maintenance</b> ** Infoshare Maintenance Services ** Discovery Component ** Internal Affairs Module Maintenance Period: 10/01/2020 to 12/31/2020 <b>Pending PO</b>	\$14,937.50	\$14,937.50
1	Cloud Hosting Services -2	4th Quarter 2020 <b>Microsfot Azure Services &amp; Server Maintenance</b> Maintenance Period: 10/01/2020 to 12/31/2020 <b>Pending PO</b>	\$12,762.85	\$12,762.85

<b>Note:</b>	<b>Subtotal</b>	\$114,401.40
	<b>Sales Tax (0.0%)</b>	\$0.00
	<b>Total</b>	<b>\$114,401.40</b>

**RESOLUTION AUTHORIZING A CONTRACT WITH RUNBECK ELECTION  
SERVICES, INC., FOR \$423,000.00**

**WHEREAS**, the County of Gloucester has determined that there is a need to purchase election management equipment ("Equipment") and a license to use accompanying software ("Software") to operate the Equipment; and

**WHEREAS**, the County of Gloucester has recommended that said professional services be provided by Runbeck Election Services, Inc., 2800 S. 36<sup>th</sup> Street, Phoenix, Arizona, 85034; and

**WHEREAS**, the purchase of the Equipment is for a total amount of \$303,000.00 and the four (4) year term of the Software License and the Equipment Maintenance and Support Services provisions shall commence on the date of delivery of the Equipment to the County; and

**WHEREAS**, the Annual Equipment Maintenance Fee for the first year of the Agreement is included in the purchase price and installation price of the Equipment. All subsequent payments for the License Fees, Maintenance and Support Type Services is \$40,000.00 per year and shall be made on each successive anniversary term of this Agreement. The annual fees are subject to an annual adjustment not to exceed five percent (5%); and

**WHEREAS**, the Treasurer has certified the availability of funds in the amount of \$303,000.00, pursuant to C.A.F.# 20-04283, which amount shall be charged against budget line item C-04-19-017-140-17248. Balance will be encumbered upon adoption of the 2021, 2022, and 2023 Gloucester County Budgets. Continuation of the contract beyond the first three months of 2021, 2022, and 2023 is conditioned upon the approval of the Gloucester County Budget and any required State of New Jersey approvals; and

**WHEREAS**, the contract has been awarded consistent with the fair and open provisions of the Gloucester County Administrative Code and with N.J.S.A. 19:44A-20.4 et seq., which exempt this contract from competition because vendor has certified that it has not made or will not make during the term of the contract a disqualifying contribution; and

**WHEREAS**, this contract may be awarded without public advertising for bids pursuant to the provisions of the Local Public Contracts Law of the State of New Jersey in that the subject matter of the contract is for Services required to prepare and conduct an Election in accordance with N.J.S.A. 40A:11-5(l).

**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 execution of the contract for a Sale and Purchase Agreement with Runbeck Election Services, Inc. to purchase election management equipment and a license to use accompanying software to operate the equipment for the Gloucester County Office of Elections for \$303,000.00 and for \$120,000.00, to be paid in annual installments, for License Fees, Maintenance and Support Type Services for 2021, 2022, and 2023; and

**BE IT FURTHER RESOLVED**, that prior to any purchase being made pursuant to the within award, a Certificate of Availability must be obtained from the Treasurer of the County of Gloucester certifying that sufficient monies are available at that time for that particular purchase, identifying the line item from the County Budget out of which said funds will be paid; and

**BE IT FURTHER RESOLVED**, that continuation of this contract beyond December 31, 2020 is conditioned upon the approval of the 2021, 2022, and 2023 Gloucester County Budget.

**ADOPTED** at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, June 3, 2020 at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

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

**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

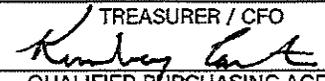
**NO.** 20-04283

ORDER DATE: 05/29/20  
 REQUISITION NO: R0-17744  
 DELIVERY DATE:  
 STATE CONTRACT:  
 ACCOUNT NUM:

SHIP TO	GLOUC. CO BOARD OF ELECTIONS 550 GROVE RD. PAULSBORO, NJ 08066 856-384-4500
	VENDOR #. RUNBE010 RUNBECK ELECTION SERVICES, INC 2800 S. 36TH STREET PHOENIX, AZ 85034

**SALES TAX ID # 21-6000660**

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
1.00	EQUIPMENT AND SOFTWARE PURCHASE OF ELECTION MANAGEMENT EQUIPMENT AND LICENSE FOR ACCOMPANYING SOFTWARE TO OPERATE THE EQUIPMENT  N.J.S.A. 40A:11-5(10)	C-04-19-017-140-17248 Voting Syst. Improvement Proj.-Elections	303,000.0000	303,000.00
			TOTAL	303,000.00

<b>CLAIMANT'S CERTIFICATE &amp; DECLARATION</b>		<b>RECEIVER'S CERTIFICATION</b>	<b>APPROVAL TO PURCHASE</b>
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.  <b>X</b>		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.	<b>DO NOT ACCEPT THIS ORDER                  UNLESS IT IS SIGNED BELOW</b>
VENDOR SIGN HERE	DATE		
TAX ID NO. OR SOCIAL SECURITY NO.	DATE	DEPARTMENT HEAD	DATE
MAIL VOUCHER WITH INVOICE TO THE "SHIP TO" ADDRESS			TREASURER / CFO  QUALIFIED PURCHASING AGENT

**VOUCHER COPY-SIGN AT X AND RETURN FOR PAYMENT**

C-1

**RESOLUTION AUTHORIZING AN AMENDMENT TO A SUBRECIPIENT AGREEMENT WITH THE TOWNSHIP OF MANTUA**

**WHEREAS**, on February 20, 2019, the County adopted a resolution authorizing a Subrecipient Agreement through February 19, 2020 with the Township of Mantua to use Community Development Block Grant (“CDBG”) Entitlement Funds in the management of a community development program specifically set forth and submitted to the U.S. Department of Housing and Urban Development in the FY2018 Year 4 Action Plan for the installation of a new roof and other improvements at the Township Senior Center in the amount of \$50,000.00; and

**WHEREAS**, the County has determined that an amendment is necessary to increase the Subrecipient Agreement by \$50,000.00, resulting in a new total amount of \$100,000.00, due to unforeseen structural issues that need to be addressed to complete the scope of work as intended and to extend the term through December 31, 2020; and

**WHEREAS**, the Treasurer of the County of Gloucester has certified the availability of funds for the additional \$50,000.00, pursuant to C.A.F. # 19-01199, which amount shall be charged against budget line item G-02-18-155-000-21210.

**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 to execute and the Clerk of the Board is authorized to attest to the execution of an amendment to increase the Subrecipient Agreement with the Township of Mantua by \$50,000.00, resulting in a new total amount of \$100,000.00 and to extend the term through December 31, 2020; and

**BE IT FURTHER RESOLVED**, that all other terms and provisions of the original Agreement that are consistent with this amendment and all State requirements shall remain in full force and effect shall remain in full force and effect.

**ADOPTED** at a regular meeting of the Board of Chosen Freeholders, County of Gloucester and State of New Jersey held on Wednesday, June 3, 2020 at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

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

**SUBRECIPIENT AGREEMENT AMENDMENT  
BETWEEN  
TOWNSHIP OF MANTUA  
AND  
COUNTY OF GLOUCESTER**

**THIS** is an Amendment to a Subrecipient Agreement entered into on the 20<sup>th</sup> of February, 2019, by and between the Township of Mantua (“Subrecipient”) and the County of Gloucester (“County”).

In further consideration for the mutual promises made by and between Subrecipient and County in the above-described contract, Subrecipient and County hereby agree to amend the contract as follows:

**The Agreement will be increased by \$50,000.00, resulting in a new total Agreement amount of \$100,000.00 due to unforeseen structural issues that need to be addressed to complete the scope of work as intended and to extend the term through December 31, 2020.**

The Treasurer of the County of Gloucester has certified the availability of funds for the additional amount of \$50,000.00, pursuant to C.A.F. # 19-01199, which amount shall be charged against budget line item G-02-18-155-000-21201.

All other terms and provisions of the contract and conditions set forth therein that are consistent with this amendment and all State requirements shall remain in full force and effect.

**THIS AMENDMENT** is effective as of the 3<sup>rd</sup> day of June, 2020.

**ATTEST:**

**COUNTY OF GLOUCESTER**

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

\_\_\_\_\_  
**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

**TOWNSHIP OF MANTUA**

\_\_\_\_\_  
By:  
Title:

**RESOLUTION AUTHORIZING CONTRACTS WITH MASER CONSULTING, P.A. AND FRENCH & PARRELLO ASSOCIATES FROM JUNE 11, 2020 TO JUNE 10, 2021 IN AN AMOUNT NOT TO EXCEED \$75,000.00 EACH**

**WHEREAS**, the County of Gloucester, Department of Engineering, has a need for professional engineering services regarding county-wide material testing and inspection of concrete, asphalt and soil, and requested proposals via RFP-20-032 from interested providers, and evaluated those proposals consistent with the County's fair and open procurement process; and

**WHEREAS**, the evaluation, based on the established criteria, concluded that (1) Maser Consulting, P.A. of 1000 Waterview Drive, Suite 201, Hamilton, NJ 08691, and, (2) French & Parrello Associates of 1800 Route 34, Suite 101, Wall, NJ 07718, made advantageous proposals to provide said services; and

**WHEREAS**, each contract shall be awarded for a one-year term from June 11, 2020 to June 10, 2021, for estimated units of service in an amount not to exceed \$75,000.00 per contractor, which does not obligate the County to make any purchase so that no Certificate of Availability of Funds is required at this time; and

**WHEREAS**, the contracts may be awarded without public bidding in that the subject matter of the contract is the provision of professional services for which competitive bids could not be received in accordance with N.J.S.A. 40A:11-5(1)(a)(i).

**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 to attest to, the contracts with Maser Consulting, P.A. and French & Parrello Associates, for material testing and inspection of concrete, asphalt, and soils as per RFP-20-032, from June 11, 2020 to June 10, 2021, in an amount not to exceed \$75,000.00 per Contractor; and

**BE IT FURTHER RESOLVED** that before any purchase be made or service rendered pursuant to the within award, a certification must be obtained from the County Treasurer certifying that sufficient funds are available at that time for that particular purpose, and identifying the line item of the County budget out of which said funds will be paid; and

**BE IT FURTHER RESOLVED**, that a brief notice stating the nature, duration, service and amount of the contract, if applicable, and a copy of this Resolution and the contract are on file and available for public inspection in the Office of the Clerk of the Board of Gloucester County. The aforementioned notice shall be published once in the South Jersey Times pursuant to the requirements of the Local Public Contracts Law.

**ADOPTED** at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, June 3, 2020, at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ATTEST:**

**ROBERT M. DAMMINGER, DIRECTOR**

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

**CONTRACT FOR PROFESSIONAL SERVICES  
BETWEEN  
COUNTY OF GLOUCESTER  
AND  
MASER CONSULTING, P.A.**

**THIS CONTRACT** is made this 3<sup>rd</sup> day of **June, 2020**, by and between the **COUNTY OF GLOUCESTER**, a body politic and corporate of the State of New Jersey, with administrative offices at 2 South Broad Street, Woodbury, New Jersey, 08096, hereinafter referred to as “**County**”, and **MASER CONSULTING, P.A.**, with offices at 1000 Waterview Drive, Suite 201, Hamilton, NJ 08691, hereinafter referred to as “**Contractor**”.

**RECITALS**

**WHEREAS**, there exists a need by the County to contract for professional engineering services regarding county-wide material testing and inspection of concrete, asphalt and soil, and requested proposals via **RFP-20-032**, known as Engineering Project #19-10 (hereinafter “**Project**”).

**WHEREAS**, Contractor represents that it is qualified to perform the said required services for the Project, and desires to so perform pursuant to the terms and provisions of this Contract.

**WHEREAS**, this Contract is awarded pursuant to, and consistent with, the County’s Fair and Open Procurement Process and the terms and provisions of N.J.S.A. 19:44A-20.4.

**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 OF SERVICES**. This Contract shall be effective from June 11, 2020 to June 10, 2021.

2. **COMPENSATION**. Contractor shall be compensated in an amount not to exceed \$75,000.00, pursuant to the unit prices set forth in, and subject to all terms and provisions of the Contractor’s proposal dated May 20, 2020 submitted in response to the County’s Request for Proposal, RFP-20-032. The Proposal is incorporated into and made part of this Contract by reference.

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 for engineering services regarding county-wide material testing and inspection of concrete, asphalt and soil, and requested proposals via **RFP-20-032**, known as Engineering Project #19-10, and Contractor's Proposal, which are incorporated by reference in their entirety, and made a part of this Contract.

Contractor agrees that it has or will comply with, and where applicable shall continue throughout the period of the Contract to comply with, all of the requirements set out in RFP-020-032.

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

a. The Contractor will not discriminate against any employee or applicant for employment, and will ensure that equal employment opportunity is afforded to all 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 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 vendor'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, 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.

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.

**5. LICENSING.** If the Contractor, or any of its agents, is required to maintain a license 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 the County a copy of all current licenses to operate in the State of New Jersey, which license 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 the 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 and/or subcontractors.

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

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

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

C. If, through any cause, the Contractor, 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, 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.

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 such subcontractor or assignee shall arise, unless the County shall elect to accept, and 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 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 disability, 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 negligent acts or omissions 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, whether or not due to negligence, fault, or default of the Contractor. The Contractor's liability under this Contract shall continue after the termination of this Contract 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, builders and Workers' Compensation insurance in amounts and with companies deemed satisfactory by the County. Said policies shall be in compliance with any applicable requirements of the State of New Jersey and of the United States. 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 which 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 perform the services which Contractor is required to perform in accordance with the terms of this Contract, and if expense is incurred by County by reason of Contractor's failure to perform, then and in that event, such expenses 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. **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

13. **PARTIAL INVALIDITY**. In the event that any provisions 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 provisions of this Contract.

14. **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.

15. **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.

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

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

**18. CONTRACT PARTS.** This Contract consists of this Contract document, RFP-20-032 issued by the County, and the Contractor's Proposal. Should there occur a conflict between this Contract or RFP-20-032, and Contractor's Proposal, then this Contract, or the RFP, as the case may be, shall prevail.

**THIS CONTRACT** is effective as of the date first written above.

**IN WITNESS WHEREOF**, the County has caused this instrument to be signed by its Director and attested by its Clerk, pursuant to a Resolution of the Board of Chosen Freeholders 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**

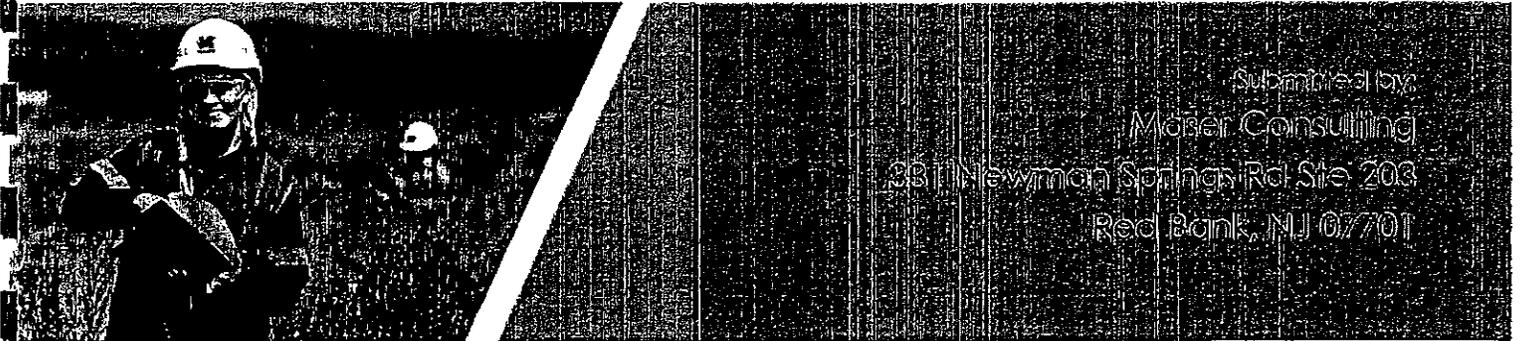
\_\_\_\_\_  
**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

**MASER CONSULTING, P.A.**

\_\_\_\_\_

\_\_\_\_\_  
**By:**  
**Title:**



Submitted by:  
Maser Consulting  
3811 Newman Springs Rd Ste 203  
Red Bank, NJ 07701



Prepared for:

**2020 County Wide Material Testing & Inspection**

**County of Gloucester, New Jersey**

**RFP # 20-032**

**ATTACHMENT 1**  
**Specification No. ENGRG. 20-08**  
**Schedule of Prices**

Item	Quantity	Unit	Description	Unit Price	Total Cost
1	5	Each	Soil Wash Gradation	\$ 83.00	\$ 415.00
2	5	Each	Proctor Analysis & Wash Gradation	\$ 190.00	\$ 950.00
3	5	Each	Soil Sampling/Pick up only	\$ 80.00	\$ 400.00
4	20	Day	Onsite Soil Compaction (8hrs)	\$ 340.00	\$ 6,800.00
5	20	½ Day	Onsite Soil Compaction (4hrs)	\$ 244.00	\$ 4,880.00
6	40	Hrs	Overtime- Soil Compaction	\$ 63.75	\$ 2,550.00
7	25	Days	Concrete Field Monitoring & Testing (8hrs)	\$ 340.00	\$ 8,500.00
8	25	½ Day	Concrete Field Monitoring & Testing (4hrs)	\$ 244.00	\$ 6,100.00
9	10	Hrs	Overtime- Concrete Field Monitoring	\$ 63.75	\$ 637.50
10	200	Each	Testing of Concrete Cylinders	\$ 16.00	\$ 3,200.00
11	35	Trips	Delivery/Pickup of cylinders made	\$ 50.00	\$ 1,750.00
12	5	Each (single shot)	Nondestructive Concrete Testing- Schmidt Hammer	\$ 10.00	\$ 50.00
13	5	Each (single shot)	Nondestructive Concrete Testing- Windsor Probe	\$ 50.00	\$ 250.00
14	25	Lots	Drill 6" cores & perform air void & thickness analysis, top only (variable thickness 2"-3")	\$ 830.00	\$ 20,750.00
15	10	Lots	Drill 6" cores & perform, air void & thickness analysis, top (variable thickness 2"-3" & 4" base)	\$ 975.00	\$ 9,750.00
16	350	Each	Patch Core Hole Area with cold asphalt Patch	\$ 4.00	\$ 1,400.00
17	10	Trip	Asphalt Pavement Field Inspection w/ Nuclear Moisture Density Meter- Day Rate	\$ 360.00	\$ 3,600.00

18	4	Trip	Asphalt Pavement Field Inspection w/ Nuclear Moisture Density Meter- Night Rate	\$ 540.00	\$ 2,160.00
19	5	Hr	Asphalt Pavement Field Inspection w/ Nuclear Moisture Density Meter- Overtime	\$ 67.50	\$ 337.50
20	10	Day	NJSAT plant level 2 technician for plant QC-Day rate	\$ 410.00	\$ 4,100.00
21	10	½ Day	NJSAT plant level 2 technician for plant QC-Day rate	\$ 287.00	\$ 2,870.00
22	10	Day	NJSAT plant level 2 technician for plant QC-night & weekend rate	\$ 615.00	\$ 6,150.00
23	10	½ Day	NJSAT plant level 2 technician for plant QC-night & weekend rate	\$ 615.00	\$ 6,150.00
24	20	Hr	NJSAT plant level 2 technician for plant QC-overtime rate	\$ 76.75	\$ 1,535.00
25	5	Each	Cancellation charge (cancellation less than 4hrs prior to scheduled inspection)	\$ 287.00	\$ 1,435.00

**Total Amount Bid**                      \$ 96,720.00

+ Testing performed within four (4) business days. Less than four (4) business days, expedited charge of 1.5x.

\* Half Day is 4 hours between 6am-11am or 12pm to 6pm, otherwise 8 hours to be charged.

**CONTRACT FOR PROFESSIONAL SERVICES  
BETWEEN  
COUNTY OF GLOUCESTER  
AND  
FRENCH & PARRELLO ASSOCIATES**

**THIS CONTRACT** is made this 3<sup>rd</sup> day of **June, 2020**, by and between the **COUNTY OF GLOUCESTER**, a body politic and corporate of the State of New Jersey, with administrative offices at 2 South Broad Street, Woodbury, New Jersey, 08096, hereinafter referred to as “**County**”, and **FRENCH & PARRELLO ASSOCIATES**, a NJ Corporation with offices at 2 Riverside Drive, Suite 503, Camden, NJ 08101, hereinafter referred to as “**Contractor**”.

**RECITALS**

**WHEREAS**, there exists a need by the County to contract for professional engineering services regarding county-wide material testing and inspection of concrete, asphalt and soil, and requested proposals via **RFP-20-032**, known as Engineering Project #19-10 (hereinafter “**Project**”).

**WHEREAS**, Contractor represents that it is qualified to perform the said required services for the Project, and desires to so perform pursuant to the terms and provisions of this Contract.

**WHEREAS**, this Contract is awarded pursuant to, and consistent with, the County’s Fair and Open Procurement Process and the terms and provisions of N.J.S.A. 19:44A-20.4.

**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 OF SERVICES**. This Contract shall be effective from June 11, 2020 to June 10, 2021.

2. **COMPENSATION**. Contractor shall be compensated in an amount not to exceed \$75,000.00, pursuant to the unit prices set forth in, and subject to all terms and provisions of the Contractor’s proposal dated May 21, 2020 submitted in response to the County’s Request for Proposal, RFP-20-032. The Proposal is incorporated into and made part of this Contract by reference.

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 for engineering services regarding county-wide material testing and inspection of concrete, asphalt and soil, and requested proposals via **RFP-20-032**, known as Engineering Project #19-10, and Contractor's Proposal, which are incorporated by reference in their entirety, and made a part of this Contract.

Contractor agrees that it has or will comply with, and where applicable shall continue throughout the period of the Contract to comply with, all of the requirements set out in RFP-020-032.

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

a. The Contractor will not discriminate against any employee or applicant for employment, and will ensure that equal employment opportunity is afforded to all 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 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 vendor'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, 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.

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.

**5. LICENSING.** If the Contractor, or any of its agents, is required to maintain a license 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 the County a copy of all current licenses to operate in the State of New Jersey, which license 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 the 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 and/or subcontractors.

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

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

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

C. If, through any cause, the Contractor, 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, 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.

**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 such subcontractor or assignee shall arise, unless the County shall elect to accept, and 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 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 disability, 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 negligent acts or omissions 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, whether or not due to negligence, fault, or default of the Contractor. The Contractor's liability under this Contract shall continue after the termination of this Contract 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, builders and Workers' Compensation insurance in amounts and with companies deemed satisfactory by the County. Said policies shall be in compliance with any applicable requirements of the State of New Jersey and of the United States. 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 which 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 perform the services which Contractor is required to perform in accordance with the terms of this Contract, and if expense is incurred by County by reason of Contractor's failure to perform, then and in that event, such expenses 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. **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

13. **PARTIAL INVALIDITY**. In the event that any provisions 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 provisions of this Contract.

14. **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.

15. **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.

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

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

**18. CONTRACT PARTS.** This Contract consists of this Contract document, RFP-20-032 issued by the County, and the Contractor's Proposal. Should there occur a conflict between this Contract or RFP-20-032, and Contractor's Proposal, then this Contract, or the RFP, as the case may be, shall prevail.

**THIS CONTRACT** is effective as of the date first written above.

**IN WITNESS WHEREOF**, the County has caused this instrument to be signed by its Director and attested by its Clerk, pursuant to a Resolution of the Board of Chosen Freeholders 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:**

**FRENCH & PARRELLO ASSOCIATES**

\_\_\_\_\_

\_\_\_\_\_  
**By: STEVEN A. TARDY, PE  
Title: EXECUTIVE V.P. /  
CHIEF OPERATOIN OFFICER**



**Corporate Office**  
1800 Route 34, Suite 101, Wall, New Jersey 07719

**Regional Offices**  
King of Prussia, Pennsylvania  
Bethlehem, Pennsylvania  
Hackettstown, New Jersey  
Camden, New Jersey  
Newark, New Jersey  
New York, New York  
Atlanta, Georgia

May 21, 2020

Kim Larter, Qualified Purchasing Agent  
Purchasing Department  
**COUNTY OF GLOUCESTER**  
2 S. Broad Street  
Woodbury, New Jersey 08096

Re: **Proposal for Countywide Material Testing and  
Inspection of Concrete, Asphalt and Soil**  
Gloucester County RFP No. 20-032  
FPA No. 1827.T12

Dear Ms. Larter:

**French & Parrello Associates (FPA)**, a New Jersey corporation, is pleased to submit one original and five copies of the above referenced proposal. We are confident that you will find our firm's experience and assigned personnel a perfect fit for the various Gloucester County Capital Projects associated with this Request for Proposal. We have a thorough understanding of the issues and constraints present with the County's Capital Projects as demonstrated in this technical proposal.

FPA has assembled a team of highly qualified professionals, each are highly respected and available to proceed with work on this project at the County's request. It is our objective to successfully provide the County with a quality work product that will meet the goals and project schedule outlined in the Request for Proposal. Our project manager and team members are committed to the overall success of this project.

If selected, we look forward to working with Gloucester County on the various projects throughout the County. We are committed to the overall success of the various projects and the benefits it will offer to the residents of Gloucester County and the motoring public.

Respectfully submitted,  
**FRENCH & PARRELLO ASSOCIATES**

Michael Schappert, PE  
Project Consultant

**ATTACHMENT 1**  
**Specification No. ENGRG 19-10**

**Schedule of Prices**

Item	Quantity	Unit	Description	Unit Price	Total Cost
1	5	Each	Soil Wash Gradation	\$ 60.00	\$ 300.00
2	5	Each	Proctor Analysis & Wash Gradation	\$ 250.00	\$ 1,250.00
3	5	Each	Soil Sampling/Pick up only	\$ 200.00	\$ 1,000.00
4	20	Day	Onsite Soil Compaction (8hrs)	\$ 500.00	\$ 10,000.00
5	20	½ Day	Onsite Soil Compaction (4hrs)	\$ 425.00	\$ 8,500.00
6	40	Hrs	Overtime- Soil Compaction	\$ 55.00	\$ 2,200.00
7	25	Days	Concrete Field Monitoring & Testing (8hrs)	\$ 525.00	\$ 13,125.00
8	25	½ Day	Concrete Field Monitoring & Testing (4hrs)	\$ 450.00	\$ 11,250.00
9	10	Hrs	Overtime- Concrete Field Monitoring	\$ 55.00	\$ 550.00
10	200	Each	Testing of Concrete Cylinders	\$ 15.00	\$ 3,000.00
11	35	Trips	Delivery/Pickup of cylinders made	\$ 200.00	\$ 7,000.00
12	5	Each (single shot)	Nondestructive Concrete Testing- Schmidt Hammer	**	**
13	5	Each (single shot)	Nondestructive Concrete Testing- Windsor Probe	\$ 30.00	\$ 150.00
14	25	Lots	Drill 6" cores & perform air void & thickness analysis, top only (variable thickness 2"-3")	\$ 1,050.00	\$ 26,250.00
15	10	Lots	Drill 6" cores & perform, air void & thickness analysis, top (variable thickness 2"-3" & 4" base)	\$ 1,800.00	\$ 18,000.00
16	350	Each	Patch Core Hole Area with cold asphalt Patch	\$ 10.00	\$ 3,500.00
17	10	Trip	Asphalt Pavement Field Inspection w/ Nuclear Moisture Density Meter- Day Rate	\$ 525.00	\$ 5,250.00

18	4	Trip	Asphalt Pavement Field Inspection w/ Nuclear Moisture Density Meter- Night Rate	\$ 525.00	\$ 2,100.00
19	5	Hr	Asphalt Pavement Field Inspection w/ Nuclear Moisture Density Meter- Overtime	\$ 55.00	\$ 275.00
20	10	Day	plant QC	\$ 620.00	\$ 6,200.00
21	10	½ Day	NJSAT plant level 2 technician for plant QC-Day rate	\$ 475.00	\$ 4,750.00
22	10	Day	NJSAT plant level 2 technician for plant QC-night & weekend rate	\$ 620.00	\$ 6,200.00
23	10	½ Day	NJSAT plant level 2 technician for plant QC-night & weekend rate	\$ 525.00	\$ 5,250.00
24	20	Hr	NJSAT plant level 2 technician for plant QC-overtime rate	\$ 55.00	\$ 1,100.00
25	5	Each	Cancellation charge (cancellation less than 4 hrs prior to scheduled inspection)	\$ 200.00	\$ 1,000.00

\*\* Note: FPA does not perform this test. It has been our experience that it's not a valid quantitative method.

**Total Bid Amount \$ 138,200.00**

**RESOLUTION AUTHORIZING THE PURCHASE OF TWO EXTENDED CARGO VANS FROM MALL CHEVROLET, INC. FOR A TOTAL AMOUNT OF \$99,167.48**

**WHEREAS**, the County of Gloucester has a need to purchase two (2) 2020 or newer 2500 extended cargo vans, with an animal transport conversion from Mavron, Inc., or equal, as per PD-020-014, for use by the Animal Control Division; and

**WHEREAS**, bids were publicly received and opened on March 26, 2020, and after following proper bid opening and evaluation procedure, it was determined that Mall Chevrolet, Inc. of 75 Haddonfield Road, Cherry Hill, NJ 08002, was the sole responsive and responsible bidder to provide said vehicles as set forth in the specifications, at \$49,583.72 each, for a total amount of \$99,167.48; and

**WHEREAS**, the County Treasurer has certified the availability of funds pursuant to CAF No. 20-04226, for the total amount of \$99,167.48 (\$39,167.48 to be charged against budget line item 0-01-26-315-001-20672, and \$60,000.00 to be charged against budget line item T-03-08-536-340-20672).

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Chosen Freeholders of the County of Gloucester that the purchase from Mall Chevrolet, Inc. of two (2) 2020 or newer Chevy 2500 extended cargo vans, with an animal transport conversion from Mavron, Inc., or equal, as per PD-020-014 is hereby authorized for \$99,167.48; and

**BE IT FURTHER RESOLVED** that the Freeholder Director and the County's Qualified Purchasing Agent are hereby authorized and directed to execute all documents necessary for the aforementioned purchase on behalf of the County.

**ADOPTED** at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on June 3, 2020 at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

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

Bid Opening 03/26/20 at 10:00 am.

SPECIFICATIONS FOR SUPPLYING TWO (2) 2020 OR NEWER CHEVY VAN 2500 EXTENDED CARGO VANS WITH AN ANIMAL TRANSPORT CONVERSION FROM MAVRON, INC. (OR EQUAL) TO THE COUNTY OF GLOUCESTER AND EXISTING UNITS WITHIN THE COUNTY AS ALLOWED THROUGH THE COUNTY CONTRACT PURCHASING SYSTEM NUMBERS CK-01-GC AND 16GLCP				
VENDOR: Mail Chevrolet Inc, 76 Haddonfield Rd, Cherry Hill, NJ 08002 Richard DiRenzo, Comm. Sales Mgr 856-662-7000 856-504-0108 - Fax				
ITEM DESCRIPTION				
1. TWO (2) 2020 OR NEWER CHEVY VAN 2500 EXTENDED CARGO VANS WITH AN ANIMAL TRANSPORT CONVERSION FROM MAVRON, INC. (OR APPROVED EQUAL)	Unit Price: \$49,583.74    Cost for 2: \$99,167.48			
DELIVERY	360 Days due to current COVID situation, GM has closed factories			
VARIATIONS	NONE			
Will you extend your prices to local government entities within the County	YES			
Bid specifications sent to:	Prime Vendor    On/Via Deltek			
Based upon the bids received, I recommend Mail Chevrolet be awarded the contract as the lowest, responsive, responsible bidder.				
	Sincerely,			
	Kimberly Larter, CPA			

**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.** 20-04226

ORDER DATE: 05/28/20  
REQUISITION NO: R0-17696  
DELIVERY DATE:  
STATE CONTRACT: PD-020-014  
ACCOUNT NUM:

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GLOUC. CO ENGINEERING DEPT.  
1200 N. DELSEA DR. BLDG A  
CLAYTON, NJ 08312  
856-307-6600

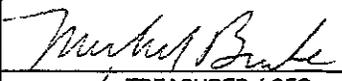
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MALL CHEVROLET, INC.  
75 HADDONFIELD ROAD  
CHERRY HILL, NJ 08002

VENDOR #: MALLC010

**SALES TAX ID # 21-6000660**

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
1.00	TWO (2) 2020 OR NEWER CHEVY VAN 2500 EXTENDED CARGO VANS WITH ANIMAL TRANSPORT CONVERSION FROM MAVRON, INC. (OR APPROVED EQUAL) AS ALLOWED THROUGH THE COUNTY CONTRACT PURCHASING SYSTEM NUMBERS CK-01-GC AND 16GLCP  UNIT PRICE EACH: \$49,583.74 X 2 VANS = \$99,167.48	0-01-26-315-001-20672 Pick-up Trucks	39,167.4800	39,167.48
1.00	PASSED BY RESOLUTION: JUNE 3, 2020 BALANCE	T-03-08-536-340-20672 Truck	60,000.0000	60,000.00
			TOTAL	99,167.48

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.	<b>DO NOT ACCEPT THIS ORDER UNLESS IT IS SIGNED BELOW</b>
<b>X</b>		
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**

C-4

**RESOLUTION AUTHORIZING A CONTRACT WITH SOUTH STATE, INC.  
FOR \$2,339,863.50 FROM JUNE 3, 2020 TO COMPLETION OF THE PROJECT**

**WHEREAS**, the County of Gloucester ("County") advertised for the receipt of public bids for construction of the Rowan/Ellis Mill Road/Route US 322 Connector Road (CR 641 Spur), Phase II, in the Township of Harrison and Borough of Glassboro ("Project"), known as Engineering Project #18-15 ("Project"); and

**WHEREAS**, bids were publicly received and opened by the County on May 29 2020, and after following proper public bidding procedure, it was determined that South State, Inc., with an address of 202 Reeves Road, P.O. Box 68, Bridgeton, NJ 08302, was the lowest responsive and responsible bidder, for a total contract amount of \$2,339,863.50; and

**WHEREAS**, pursuant thereto, the County's Purchasing and Engineering Departments recommend award of a contract to South State, Inc., which contract shall commence June 3, 2020 and conclude upon completion of the project, pursuant to N.J.S.A. 40A:11-15(9), and be consistent with all terms and provisions of the Local Public Contracts Law, N.J.S.A 40A:11-1, et seq.; and

**WHEREAS**, the County Treasurer has certified the availability of funds for this contract pursuant to CAF No. 20-04285, with \$1,745,836.42 to be charged against budget line item C-04-19-012-165-12264 and \$594,027.08 charged against budget line item C-04-20-012-165-12244.

**NOW, THEREFORE, BE IT RESOLVED**, by the Board of Chosen Freeholders of the County of Gloucester that the Freeholder Director is hereby authorized and directed to execute and the Clerk of the Board to attest to, a contract with South State, Inc., for construction of the Rowan/Ellis Mill Road/Route US 322 Connector Road (CR 641 Spur), Phase II, in the Township of Harrison and Borough of Glassboro, as per Engineering specifications #18-15, for \$2,339,863.50, commencing June 3, 2020 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 Wednesday, June 3, 2020 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  
SOUTH STATE, INC.**

**THIS CONTRACT** is made effective this 3<sup>rd</sup> day of **June, 2020**, 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 **SOUTH STATE, INC.**, with an address of 202 Reeves Road, P.O. Box 68, Bridgeton, NJ 08302, hereinafter referred to as "**Contractor**".

**RECITALS**

**WHEREAS**, there exists a need for the County to contract for construction of the Rowan/Ellis Mill Road/Route US 322 Connector Road (CR 641 Spur), Phase II, in the Township of Harrison and Borough of Glassboro, as per Engineering specifications #18-15 ("Project"); and

**WHEREAS**, Contractor represents that it is qualified to perform said services as 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 on June 3, 2020 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 total amount of **\$2,339,863.50** for the Project, as per Specifications issued by the County identified as #18-20SA (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 construction of the Rowan/Ellis Mill Road/Route US 322 Connector Road (CR 641 Spur), Phase II, in the Township of Harrison and Borough of Glassboro, as per Specifications #18-15, and Contractor's bid response, which are both incorporated herein in their entirety, and made a part hereof 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.

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

a. The Contractor will not discriminate against any employee or applicant for employment, and will ensure that equal employment opportunity is afforded to all 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 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 vendor'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, 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.

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.

**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, 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, 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, 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 Specifications #18-15, and Contractor's Proposal, all of which are referred to and incorporated herein by reference. 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 3<sup>rd</sup> day of **June, 2020**.

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

**SOUTH STATE, INC.**

\_\_\_\_\_  
**By: CHESTER OTTINGER, JR.**  
**Title: PRESIDENT**

D-1

**RESOLUTION AUTHORIZING A CONTRACT  
WITH CLEAN AIR COMPANY, INC., FOR \$86,102.00**

**WHEREAS**, the County, after due notice and advertisement, received sealed bids for the installation of a vehicle exhaust extraction system for the Gloucester County Division of EMS at Stations 83-7 and 83-8; and

**WHEREAS**, bids were publicly received and opened on May 20, 2020; and

**WHEREAS**, after following proper public bidding procedure, it was determined that Clean Air Company, Inc., with offices at 428 New Brunswick Avenue, Fords, New Jersey 08863, was the lowest, responsive, and responsible bidder to perform said services, for a total contract amount of \$86,102.00, as more specifically described in the bid specifications PD-020-016; and

**WHEREAS**, the Treasurer of the County of Gloucester has certified the availability of funds in the amount of \$86,102.00, pursuant to C.A.F. #20-04138, which \$49,770.00 shall be charged against budget line item C-04-20-020-250-20204 and \$36,332.00 shall be charged against budget line item C-04-20-020-250-20006.

**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 to execute, and the Clerk of the Board is authorized to attest to the execution of, the contract with Clean Air Company, Inc., for the installation of vehicle exhaust extraction system for the Gloucester County Division of EMS at Stations 83-7 and 83-8, for a total contract amount of \$86,102.00.

**ADOPTED** at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, June 3, 2020 at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

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

**CONTRACT BETWEEN  
CLEAN AIR COMPANY, INC.  
AND  
COUNTY OF GLOUCESTER**

**THIS CONTRACT** is made effective the 3<sup>rd</sup> day of **June, 2020**, by and between the **COUNTY OF GLOUCESTER**, a body politic and corporate, with offices in Woodbury, New Jersey, hereinafter referred to as “County”, and **CLEAN AIR COMPANY, INC.**, of 428 New Brunswick Avenue, Fords, New Jersey 08863, hereinafter referred to as “Vendor”.

**RECITALS**

**WHEREAS**, the County, after due notice and advertisement, received sealed bids for the installation of a vehicle exhaust extraction system for the Gloucester County Division of EMS at Stations 83-7 and 83-8; 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-020-016 or within a reasonable period of time.

2. **COMPENSATION.** Vendor shall be compensated in a total contract amount of \$86,102.00, as per PD-020-016.

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-020-016, 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, sex, veteran status or military service. 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, 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 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, sex, veteran status or military service.

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 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 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-020-016 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 \_\_\_\_\_, **2020**.

**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:**

**CLEAN AIR COMPANY, INC.**

\_\_\_\_\_

\_\_\_\_\_  
**By:**  
**Title:**

**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.** 20-04138

ORDER DATE: 05/22/20  
REQUISITION NO: R0-17545  
DELIVERY DATE:  
STATE CONTRACT: PD-20-016  
ACCOUNT NUM:

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GLOUC. CO COMMUNICATION CENTER  
1200 N. DELSEA DR., BUILDING B  
CLAYTON, NJ 08312  
856-307-7100

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CLEAN AIR COMPANY, INC  
428 NEW BRUNSWICK AVENUE  
FORDS, NJ 08863

VENDOR #: CLEAN020

**SALES TAX ID # 21-6000660**

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
1.00	INSTALLATION OF VEHICLE EXHAUST EXTRACTION SYSTEM FOR GCEMS STATIONS 83-7 AND 83-8 AS PER PD 020-016	C-04-20-020-250-20204 Station Diesel Exhaust Systems	49,770.0000	49,770.00
1.00	BALANCE OF ABOVE	C-04-20-020-250-20006 EMS Station Start Up - Deptford/Monroe	36,332.0000	36,332.00
			TOTAL	86,102.00

CLAIMANT'S CERTIFICATE & DECLARATION	RECEIVER'S CERTIFICATION	APPROVAL TO PURCHASE
<p>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.</p> <p><b>X</b></p>	<p>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.</p>	<p><b>DO NOT ACCEPT THIS ORDER UNLESS IT IS SIGNED BELOW</b></p>
<p>VENDOR SIGN HERE _____ DATE _____</p>		<p><i>Michael Burke</i> TREASURER / CFO</p>
<p>TAX ID NO. OR SOCIAL SECURITY NO. _____ DATE _____</p>		<p><i>Kimberly [Signature]</i> QUALIFIED PURCHASING AGENT</p>
<p><b>MAIL VOUCHER WITH INVOICE TO THE "SHIP TO" ADDRESS</b></p>	<p>DEPARTMENT HEAD _____ DATE _____</p>	

**VOUCHER COPY-SIGN AT X AND RETURN FOR PAYMENT**

F-1

**RESOLUTION AUTHORIZING APPLICATION AND ACCEPTANCE OF FUNDS FROM THE STATE OF NEW JERSEY FOR THE ARCH PROGRAM IN AN AMOUNT OF \$31,250.00 FROM JULY 1, 2020 TO SEPTEMBER 30, 2020**

**WHEREAS**, the County, through its Department of Health and Human Services, desires to apply to the New Jersey Department of Health for the Reproductive Care and HIV Services (ARCH Nurse Program), in an amount of \$31,250.00, for the grant period from July 1, 2020 to September 30, 2020; and

**WHEREAS**, the New Jersey Department of Health utilizes ARCH nurses to enhance basic health and health education services to county residents, and to counsel individuals about reproductive health and reducing HIV transmission, conduct pregnancy and STD testing, offer adult vaccines, teach safer injection practices, provide wound care consultation and arrange referrals for preconception, antenatal and HIV specialty care; and

**WHEREAS**, the County's Department of Health and Human Services reviewed all data supplied or to be supplied in the application and in its attachments, and certifies to the Board of Chosen Freeholders of the County of Gloucester that all data contained in the application and in its attachments is true and correct and that it has submitted the grant application to the County Treasurer's Office for review, and the Treasurer has approved said application.

**NOW, THEREFORE, BE IT RESOLVED**, that the Board of Chosen Freeholders hereby confirms that the funds received will be used pursuant to the terms of the grant, and that it will comply with all applicable regulations of the granting authority and will provide any necessary additional assurances as may be required, and that the County Department of Health and Human Services shall be responsible for grant implementation.

**BE IT FURTHER RESOLVED**, that the Board of Chosen Freeholders hereby confirms that the funds received will be used pursuant to the terms of the grant, and that it will comply with all applicable regulations of the granting authority and will provide any necessary additional assurances as may be required, and that the County Department of Health and Human Services shall be responsible for grant implementation.

**ADOPTED** at a meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, June 3, 2020 at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

**Laurie Burns, Clerk of the Board**





# BUDGET AMENDMENT FORM

INCLUDE GRANT AGREEMENT AND/OR COMMITMENT LETTER, ATTACH (AMENDED) BUDGET PAGE WITH COUNTY BUDGET EXPENEDITURE EXPLANATIONS (C-2 FORM) AND CODE NUMBER (PER BUDGET MANUAL).

DATE May 27, 2020

1. GRANT TITLE: ARCH Program/ Access to Reproductive Care & HIV Services  
2. DEPARTMENT: Health Department

3. GRANT ID NUMBER: STATE: DHST21OPI005  
FEDERAL: \_\_\_\_\_

4. FUNDING AGENCY CONTACT PERSON: Lisa Jones

5. FUNDING AGENCY PHONE NUMBER: (609) 826-5976

6. GRANT AMOUNT: \$31,250.00.00

7. A. CASH MATCH AMOUNT: \_\_\_\_\_  
(Attach mandated documentation)

B. IN-KIND MATCH: \_\_\_\_\_

C. MODIFICATION AMOUNT: \_\_\_\_\_

D. NEW TOTAL: \$ 31,250.00

8. CONTRACT PERIOD: FROM: 7-01-2020 TO: 09/30/2020

9. HOW DOES COUNTY RECEIVE PAYMENT: ADVANCE

REIMBURSEMENT: MONTHLY: \_\_\_\_\_

QUARTERLY: x \_\_\_\_\_

END OF CONTRACT: \_\_\_\_\_

OTHER (EXPLAIN) \_\_\_\_\_

10. ARE EXPENDITURE REPORTS DUE TO GRANTOR? YES x NO \_\_\_\_\_  
ARE THEY MONTHLY \_\_\_\_\_ QUARTERLY x END OF CONTRACT \_\_\_\_\_

LIST DATES REPORTS ARE DUE: \_\_\_\_\_

\_\_\_\_\_

11. WILL THIS GRANT HAVE ANY SUB-GRANTEES? YES \_\_\_\_\_  
NO   x  

(IF SO PLEASE INCLUDE A COPY OF THE PROPOSAL THAT IS BEING SENT OUT FOR RFP'S)

12. IS THIS GRANT EXPECTED IN FUTURE YEARS? YES   x   NO \_\_\_\_\_  
EXPLAIN: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

13. PLEASE PROVIDE A BRIEF DESCRIPTION WHICH WILL BE USED FOR THE BUDGET RESOLUTION:

The Access to Reproductive Care and HIV Services (ARCH Nurse) Program is dedicated to reducing the spread of HIV/AIDS and other infectious diseases by offering drug treatment assessment, education and prevention services, and community partner linkages for individuals in the community, including pregnant woman, at high risk for HIV & STD's.

14. ARE BUDGET TRANSFERS PERMITTED WITHOUT GRANTOR APPROVAL?

YES   x   NO \_\_\_\_\_

DEPARTMENT HEAD: \_\_\_\_\_

Signature

DATE: \_\_\_\_\_

5/27/2025

.....  
Departmental Use Only

DATE RECEIVED BY GRANTS DIVISION: \_\_\_\_\_

DATE RECEIVED BY BUDGET OFFICE: \_\_\_\_\_

REVIEWED:

DEPARTMENT OF TREASURY, GRANTS DIVISION:

1. \_\_\_\_\_  
Signature

2. \_\_\_\_\_  
Signature



F-2

**RESOLUTION AUTHORIZING THE PURCHASE OF A 2020 FORD MODEL F550 BUS FROM ALLIANCE BUS GROUP, INC. FOR \$88,417.00 AND AGREEMENT WITH THE TOWNSHIP OF MONROE PURSUANT TO THE CAPITAL TRANSIT INVESTMENT PLAN FOR RECEIPT OF THE BUS**

**WHEREAS**, the Gloucester County Department of Health and Human Services, Division of Transportation Services, seeks to purchase a 2020 Ford Model F550 bus, 22 passengers and 2 wheelchair slots with rear lift and video system, per the bid specifications set forth in PD-20-010 for the Township of Monroe under the Gloucester County Capital Transit Investment Plan (CTIP); and

**WHEREAS**, bids were publicly received and opened on March 11, 2020 and it was determined that Alliance Bus Group, Inc., 51 Kero Road, Carlstadt, NJ 07072, was the lowest responsive and responsible bidder with a bid of \$88,417.00; and

**WHEREAS**, the Township of Monroe has submitted a letter to the County dated April 16, 2019 indicating that they are interested in participating in the CTIP and are ready, willing and able to provide their matching requirement; and

**WHEREAS**, the Treasurer of the County has certified the availability of funds pursuant to CAF# 20-04147 which amount shall be charged against budget line item C-04-19-019-333-19202 for the amount of \$49,800.00, and budget line item C-04-20-019-333-19202 for the amount of \$38,617.00, for a total of \$88,417.00; and

**NOW, THEREFORE BE IT RESOLVED**, by the Board of Chosen Freeholders of the County of Gloucester that the County Purchasing Agent is authorized to purchase 2020 Ford Model F550 bus, 22 passengers and 2 wheelchair slots with rear lift and video system, from Alliance Bus Group, Inc. per the bid specifications set forth in bid specification PD-20-010, for a total amount of \$88,417.00, with Monroe Township reimbursing the County \$45,084.00, pursuant to the CTIP matching requirement upon their receipt of the vehicle.

**BE IT FURTHER RESOLVED**, that the Freeholder Director is authorized to execute any documents related to the purchase of the bus or its transfer to the municipality.

**ADOPTED** at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, June 3, 2020, at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

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

# **PURCHASE CONTRACT**

## **COUNTY OF GLOUCESTER AND ALLIANCE BUS GROUP, INC.**

**THIS PURCHASE CONTRACT** is made effective the 3<sup>rd</sup> day of June, 2020 by and between the **COUNTY OF GLOUCESTER**, a body politic and corporate, with offices in Woodbury, New Jersey, hereinafter referred to as "**County**", and **ALLIANCE BUS GROUP, INC.**, with offices at 51 Kero Road, Carlstadt, NJ 07072, hereinafter referred to as "**Vendor**".

### **RECITALS**

**WHEREAS**, the County seeks to purchase a 2020 Ford Model F550 bus, 22 passengers and 2 wheelchair slots with rear lift and video system per the specifications set forth in PD#20-010; and

**WHEREAS**, bid responses were publicly received and opened by the County on March 11, 2020 with Vendor being the successful bidder, and representing that it is ready, willing and able to provide the item(s) set forth in the County specifications; and

**WHEREAS**, this Purchase Contract, hereinafter referred to as "Contract", is awarded pursuant to and consistent with Gloucester County's fair and open procurement process and all statutory terms and provisions required for public contracting; and

**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 binding upon execution and deemed completed once the Vendor has completed delivery and the purchased item(s) been received and accepted by the County.

2. **COMPENSATION**. Vendor shall be compensated a total contract amount of \$88,417.00.

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 VENDOR**. The specific product and any delivery or installation details to be provided or rendered by the Vendor are set forth in specifications of PD#20-010 and the Vendor's bid response, which are incorporated and made a part hereof by reference. Should there

occur a conflict between this form of contract and bid documents, the bid documents shall prevail.

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

Vendor or subcontractor, if 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. 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, 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. 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, sex, veteran status or military service.

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 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 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 supply the item(s) 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, and the County may withhold any payments to the Vendor for the purpose of set off until such time as the exact amount of damages due the County from the Vendor 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 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 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 any acts or omissions, including negligence or malpractice, of any of its officers, directors, employees, agents, servants or independent contractors, 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, 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. SET-OFF.** Should Vendor either refuse or neglect to perform as required in accordance with the terms of this Contract, and if expense is incurred by County by reason of Vendor's failure to perform, then and in that event, such expense shall be deducted from any payment due to Vendor. 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 Vendor shall be suspended without liability for the period during which the County is so prevented.

12. **METHODS OF WORK.** Vendor agrees that if an installation of equipment is required, 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 Vendor, shall not operate as or be construed as a waiver of any subsequent breach, nor a bar to any subsequent enforcement.

14. **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.

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. **COMPLIANCE WITH APPLICABLE LAW.** The terms and provisions of this Contract shall be construed pursuant to the laws of the State of New Jersey and, where applicable, the laws of the United States of America.

17. **INDEPENDENT CONTRACTOR STATUS.** The parties acknowledge that Vendor is an independent contractor 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 and 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-020-010 and Contractor'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 3<sup>rd</sup> day of **June, 2020**.

**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 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**

\_\_\_\_\_  
**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

**ALLIANCE BUS GROUP, INC.**

\_\_\_\_\_  
**JEFFREY KRAHENBUHL,  
GENERAL MANAGER**

## **ATTACHMENT “A”**

PD 020-010 Bid Opening 03/11/2020 10:00am SPECIFICATIONS FOR SUPPLYING 2019 OR NEWER FORD MODEL F 650 BUS, 22 PASSENGERS & 2 WHEELCHAIR SEATS WITH REAR LIFT (OR EQUAL) FOR THE TOWNSHIP OF MONROE IN COOPERATION WITH THE COUNTY OF GLOUCESTER AND EXISTING UNITS WITHIN THE COUNTY AS ALLOWED THROUGH THE COUNTY CONTRACT PURCHASING SYSTEM NUMBERS CK-01-GC & 106LCP				
FORD MODEL F 650 BUS, 22 PASSENGERS & 2 WHEELCHAIR SEATS WITH REAR LIFT (OR EQUAL) FOR THE TOWNSHIP OF MONROE IN COOPERATION WITH THE COUNTY OF GLOUCESTER AND EXISTING UNITS WITHIN THE COUNTY AS ALLOWED THROUGH THE COUNTY CONTRACT PURCHASING SYSTEM NUMBERS CK-01-GC & 106LCP		Vendor: Rohrer Enterprises, Inc. DBA Rohrer Bus Sales 314 Dickinson Street Trenton, NJ 08638 Howard E. Rohrer, President 800-735-3900 717-987-4884 - Fax	Vendor: Alliance Bus Group, Inc. 51 Kero Road Christad, NJ 07072 Jeffrey Kramhuber, General Manager 201-507-8500 201-807-5372 - Fax	Vendor: Wellington Body Company 1315 Route 38 Hainesport, NJ 08036 Robert Schweb, Sales Administrator 609-287-0763 609-281-9470 - Fax
DESCRIPTION One Ford Model 22 passengers & 2 wheelchair seats with a rear lift Model Year 2019 or newer	\$87,259.00	\$98,567.00	\$90,515.76	\$77,813.76
MODEL YEAR 2020	2020	2020	2020 - Gravel Bus	2020-Gravel Bus- Alternate Bid-Gravel Bus built on E460 Chassis ILO F-550 Chassis
OPTIONS SHEET: The Township of Monroe is requesting itemized pricing on additional options to the bus specifications previously outlined				
OPTION a) Video System \$1,195.00 b) Backup Camera System \$547.00				
a) Brief Description/Comments on video system option: Video System includes Rostec Dual Vision camera system and recorder, which is dash mounted. Additional dash cameras may be added at cost of \$375.00 each		2 Camera System-See Attached	28" TV/Monitor mounted behind the driver on driver stanchion	28" TV/Monitor mounted behind the driver on driver stanchion
TOTAL FOR 1 BUS WITH OPTIONS \$99,001.00		\$98,417.00	\$91,915.76	\$78,013.76
Delivery Date 160 Days ARO	See attached	See attached	See attached	See attached
Variations Will you extend your prices to local government entities within the County YES	YES	YES	YES	YES
Bid Specifications sent to: Prime Vendor Onvia	TactZone Visual Lightsource	Bidnet Creative Bus Sales	H.A. DeHart	
Based upon the bids received, I recommend Alliance Bus Group be awarded the contract as the lowest responsive, responsible bidder.				
Sincerely, Kimberly Larler Purchasing				

**County of Gloucester Purchasing Department**

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

<b>PURCHASE ORDER / CAF CERTIFICATE AVAILABILITY FUNDS</b>	
THIS NUMBER MUST APPEAR ON ALL INVOICES	
<b>NO.</b>	20-04147

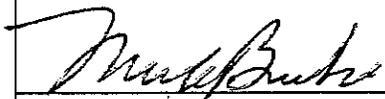
<b>SHIP TO</b>	GLOUC. CO SPECIAL TRANSPORT
	115 BUDD BLVD.
	WOODBURY, NJ 08096
	856-686-8355

<b>VENDOR</b>	VENDOR #: ALLIA008
	ALLIANCE BUS GROUP, INC
	51 KERO ROAD
	CARLSTADT, NJ 07072

ORDER DATE: 05/22/20  
REQUISITION NO: R0-17612  
DELIVERY DATE:  
STATE CONTRACT: PD 020-010  
ACCOUNT NUM:

**SALES TAX ID # 21-6000660**

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
1.00	Bus purchase - CTIP 2020 Ford Model F550 bus, 22 passengers and two (2) wheelchair slots with Rear Lift and Video system for Monroe Twp., through Capital Transit Investment Program PD 020-010	C-04-19-019-333-19202 Capital Transit Investment Program	49,800.0000	49,800.00
1.00	Bus purchase - CTIP	C-04-20-019-333-19202 Capital Transit Investment Program	38,617.0000	38,617.00
			TOTAL	88,417.00

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.	<b>DO NOT ACCEPT THIS ORDER UNLESS IT IS SIGNED BELOW</b>   TREASURER / CFO
<input checked="" type="checkbox"/> VENDOR SIGN HERE	DATE		
TAX ID NO. OR SOCIAL SECURITY NO.	DATE	DEPARTMENT HEAD	DATE
<b>MAIL VOUCHER WITH INVOICE TO THE "SHIP TO" ADDRESS</b>			

VOUCHER COPY SIGN AND RETURN FOR PAYMENT

F-3

**RESOLUTION AUTHORIZING AN AMENDMENT TO THE CONTRACT WITH  
JOHN A. ALICE, ESQUIRE TO INCREASE THE CONTRACT  
AMOUNT BY \$50,000.00**

**WHEREAS**, the Board of Chosen Freeholders of the County of Gloucester adopted a Resolution on January 3, 2020 authorizing the award of RFP-20-007, from January 1, 2020 to December 31, 2020; and

**WHEREAS**, in accordance with N.J.S.A. 40A:11-4, a contract was awarded by the County Purchasing Agent to John A. Alice, Esquire at the rate of \$150.00 per hour, for an amount not to exceed \$50,000.00; and

**WHEREAS**, an amendment to this Contract is necessary to authorize an increase of \$50,000.00 to the contract amount, resulting in an amount not to exceed \$100,000.00, for additional and unforeseen Professional Legal Services for the County Division of Social Services; and

**WHEREAS**, all other terms and provisions of the original contract which are not inconsistent with this amendment shall remain in full force and effect.

**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 to the execution of amendment to increase the contract with John A. Alice, Esquire by \$50,000.00, resulting in a contract amount not to exceed \$100,000.00, from January 1, 2020 to December 31, 2020.

**ADOPTED** at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on June 3, 2020 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  
JOHN A. ALICE, ESQUIRE**

**THIS** is an amendment to a contract which was entered into on the 3<sup>rd</sup> day of **January, 2020**, by and between the **COUNTY OF GLOUCESTER**, with administrative offices at 2 S. Broad Street, Woodbury, NJ 08096, hereinafter referred to as “**County**”, and **JOHN A. ALICE, ESQUIRE**, with an address of 28 Cooper Street, Woodbury, NJ 08096, hereinafter referred to as “**Attorney**”.

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

**This Amendment shall increase the above cited Contract in an amount not to exceed \$50,000.00, for an amended Contract amount not to exceed \$100,000.00 through December 31, 2020; for the provision of professional legal services on behalf of the County Division of Social Services, as set forth in RFP #20-007.**

**ALL OTHER TERMS** and provisions of the contract and the conditions set forth therein that are consistent with this amendment shall remain in full force and effect.

**THIS AMENDMENT** is effective as of the 3<sup>rd</sup> day of **June, 2020**.

**ATTEST:**

**COUNTY OF GLOUCESTER**

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

\_\_\_\_\_  
**ROBERT M. DAMMINGER,  
DIRECTOR**

**ATTEST:**

**ATTORNEY**

\_\_\_\_\_  
**JOHN A. ALICE, ESQUIRE**