

Agenda



6:00 p.m. Wednesday, August 26, 2020

Call to Order

Salute to the Flag

Open Public Meetings Statement

Roll Call

Changes to the Agenda

Approval of the August 12, 2020 and August 20, 2020 meeting minutes.

PROCLAMATIONS

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 CERTIFICATION OF THE ANNUAL AUDIT FOR THE YEAR 2019.

This Resolution authorizes compliance with N.J.S.A. 40A:5-4 wherein the governing body of every local unit is required to have an annual audit of its books, accounts and financial transactions, and sets forth that each member of the Board of Chosen Freeholders has received a copy of the 2019 annual audit, and at a minimum, have reviewed the section entitled "Comments and Recommendations".

A-2 RESOLUTION AUTHORIZING AN EMERGENCY APPROPRIATION IN THE AMOUNT OF \$600,000.00 PURSUANT TO N.J.S.A. 40A:4-48.

This Resolution authorizes an emergency appropriation pursuant to N.J.S.A. 40A:4-48 in the amount of \$600,000.00 into the County's 2020 budget, as a result of necessary expenditures due to Tropical Storm Isaias.

A-3 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 - \$331,000.00.** This modification will increase funding for this program from \$280,803.00 to \$611,803.00. These additional funds will be used to further enhance the County's capabilities of emergency ready public health services related to the COVID 19.
- **Women, Infants & Children (WIC) - \$26,001.00.** This modification will help fully fund the salary and fringe benefit costs for the current Gloucester County WIC Program. Funding will also be used to purchase additional medical supplies.
- **Municipal Alliance - \$44,454.00.** This modification extends the current Municipal Alliance grant for an additional three months to end on September 30, 2020. These additional funds will be used to proportionately pay for administrative and program funds.
- **Childhood Lead Program - \$21,395.00.** This grant modification extends the current Childhood Lead Program until September 30, 2020. This program provides funding for blood level screening, case management and environmental interventions to children with elevated lead levels.

- **FFY2016 Section 5310 Enhanced Mobility of Seniors and Individuals with Disabilities - \$175,000.00.** These funds will provide transportation to medical appointments, personal appointments, employment opportunities and other essential transportation assistance to low income, elderly and disabled Gloucester County residents.
- **Prevention Services - \$300,000.00.** This grant will provide funding for emergency food, prevention, case management and family preservation services to at-risk residents of Gloucester County. This grant funding has remained steady for the past seven (7) years.
- **Women, Infants & Children (WIC) - \$839,860.00.** This grant will provide nutrition education and vouchers redeemable for nutritious food to lactating women, infants and children. Funding for this program has been steadily increasing covering all necessary costs.
- **Job Access and Reverse Commute (JARC) SFY21 Round 7 - \$110,000.00.** This grant provides modified fixed route bus services, subscription type and demand responsive transportation services to job training, sheltered workshops and gainful employment sites for eligible Gloucester County residents.
- **Gloucester County Roadway Safety Improvements - \$176,700.00.** This grant provides funding for the installation of improved safety items including reflective pavement markers, reflective object markers, reflective roadway delineators, guide rail, and other treatments that improve the overall safety and visibility of various roadways in the County.

A-4 RESOLUTION APPROVING THE BILL LISTS FOR THE MONTH OF AUGUST 2020.

This Resolution will approve the County bill lists for August, including ratification of payments made to cover emergency payments made by the Division of Social Services. Upon approval, the Treasurer is then authorized to render payments to vendors appearing on the lists.

A-5 RESOLUTION AUTHORIZING AN OFF-CAMPUS FEDERAL WORK-STUDY AGREEMENT WITH ROWAN UNIVERSITY FROM SEPTEMBER 1, 2020 TO MAY 10, 2021.

This Resolution authorizes the execution of an Off-Campus Federal Work-Study Agreement with Rowan University from September 1, 2020 to May 10, 2021. The Rowan University Office of Career Advancement (OCA) is a participating sponsor of the Rowan University's Federal Work-Study (FWS) Off-Campus Student Employment Program. Students at the University who receive federal funds as part of their financial aid package may work at approved federal, state, municipal agency, government, private non-profit, or school locations off campus. For an off-campus agency or organization to qualify for participation in this program, the organization must be engaged in work that is considered community service with supervision and mentoring. The scope of the work is career exploratory in nature and meaningful, at no cost to the County. The OCA determines the hourly salary (approximately \$11.00 per hour) of the student dependent on the type of work and responsibility. The number of hours a student can work varies depending on their financial aid award, but cannot work more than 20 hours a week during the normal academic year.

**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 GLOBAL INDUSTRIAL FOR \$18,940.99.

This Resolution authorizes an emergency contract with Global Industrial for the purchase of office partition panels for Board of Elections and parcel drop boxes for various County buildings due to the COVID-19 virus. C.A.F. Nos. 20-03067, 20-03848 and 20-04289 have been obtained to certify funds.

B-2 RESOLUTION AUTHORIZING A CONTRACT WITH ELECTION SYSTEMS & SOFTWARE, LLC, FROM AUGUST 26, 2020 TO AUGUST 25, 2021, IN AN AMOUNT NOT TO EXCEED \$30,000.00.

This Resolution authorizes a contract with Election Systems & Software, LLC for ballot paper stock for the printing of Vote By Mail Ballots for the Gloucester County 2020 General Election, from August 26, 2020 to August 25, 2021, in an amount not to exceed \$30,000.00. CAF No. 20-06575 has been obtained to certify funds.

**DEPARTMENT OF ECONOMIC DEVELOPMENT &
PUBLIC WORKS**

**FREEHOLDER SIMMONS
FREEHOLDER CHRISTY**

C-1 RESOLUTION AUTHORIZING A CONTRACT WITH TRIAD ASSOCIATES, FROM SEPTEMBER 1, 2020 TO AUGUST 31, 2021, IN AN AMOUNT NOT TO EXCEED \$45,000.00.

This Resolution authorizes a contract with Triad Associates, pursuant to RFP#20-044, to provide professional services as a planning consultant and project implementation manager for grant funded programs including CDBG and HOME Investment Partnership Programs, from September 1, 2020 to August 31, 2021, in an amount not to exceed \$45,000.00.

C-2 RESOLUTION AUTHORIZING A CONTRACT WITH MASER CONSULTING, P.A., FROM SEPTEMBER 1, 2020 TO AUGUST 31, 2021, IN AN AMOUNT NOT TO EXCEED \$60,000.00.

This Resolution authorizes a contract with Maser Consulting, P.A. pursuant to RFP#20-043 for Housing Inspection and Engineering Services for the County's Owner Occupied Rehabilitation Program funded by the CDBG and HOME Investment Partnership Programs from September 1, 2020 to August 31, 2021, in an amount not to exceed \$60,000.00.

C-3 RESOLUTION AUTHORIZING CHANGE ORDER #02-FINAL TO DECREASE THE CONTRACT WITH SOUTH STATE, INC. BY \$192,152.11.

This Resolution will authorize Change Order #02-Final to decrease the contract with South State Inc. by \$192,152.11, resulting in a new total contract amount of \$2,664,647.10 for the Washington/Monroe Township Bicycle Connector, known as Engineering Project #13-08FA. The decrease is due to a time extension requested by the Contractor for various construction delays as specified in TIE #2 & TIE #3 (Time Impact Evaluation) and as-built quantity adjustments.

C-4 RESOLUTION AUTHORIZING A TRAFFIC SIGNAL AGREEMENT WITH THE TOWNSHIP OF WASHINGTON REGARDING THE INTERSECTION AT MOUNT PLEASANT ROAD AND BLACKWOOD-BARNSBORO ROAD (CR 603).

This Resolution authorizes a Traffic Signal Agreement (TF-18-17) pertaining to Blackwood-Barnsboro Road (CR 603) where it intersects with Mount Pleasant Road in the Township of Washington. The Agreement sets forth the terms and conditions by and between the County and the Township of Washington with respect to the costs of installation, inspection, operation, maintenance, and enforcement of the traffic signal.

C-5 RESOLUTION AUTHORIZING A TRAFFIC SIGNAL AGREEMENT WITH THE TOWNSHIP OF WASHINGTON REGARDING THE INTERSECTION AT EGG HARBOR ROAD AND BLACKWOOD-BARNSBORO ROAD (CR 603) .

This Resolution authorizes a Traffic Signal Agreement (TF-18-75) pertaining to Blackwood-Barnsboro Road (CR 603) where it intersects with Egg Harbor Road in the Township of Washington. The Agreement sets forth the terms and conditions by and between the County and the Township of Washington with respect to the costs of installation, inspection, operation, maintenance, and enforcement of the traffic signal.

C-6 RESOLUTION AUTHORIZING AN EMERGENCY CONTRACT WITH R.E. PIERSON CONSTRUCTION CO., INC. FOR \$305,900.00 FROM AUGUST 26, 2020 TO COMPLETION OF THE PROJECT.

This Resolution authorizes a contract with R. E. Pierson Construction Co., Inc. for emergency repairs at Oldmans Creek Road and Auburn Road due to Tropical Storm Isaias and additional severe summer storms throughout August, which resulted in extensive damage to public and private infrastructure and created hazardous conditions in the Townships of Woolwich, Logan, East Greenwich, South Harrison and Franklin, known as Engineering Project #20-12. C.A.F. No. 20-06719 has been obtained to certify funds.

C-7 RESOLUTION AUTHORIZING THE PURCHASE OF A 2020 FORD EXPEDITION FROM WINNER FORD FOR \$39,410.00 THROUGH STATE CONTRACT.

This Resolution authorizes a purchase from Winner Ford for one (1) 2020 Ford Expedition Max Special Service vehicle 4x4 EL, with additional equipment for a total amount of \$39,410.00 through State Contract 20-FLEET-01189. C.A.F. No. 20-06532 has been obtained to certify funds.

C-8 RESOLUTION AUTHORIZING THE PURCHASE OF TWO (2) FORD SUV POLICE INTERCEPTORS FROM HERTRICH FLEET SERVICES, INC. FOR A TOTAL AMOUNT OF \$69,746.00

This Resolution authorizes a purchase from Hertrich Fleet Services, Inc. of two (2) 2020 or newer Ford SUV Police Interceptors AWD, as per PD-20-034, for use by the Prosecutor's Office for a total amount of \$69,746.00 (\$34,873.00 each). C.A.F. No. 20-06523 has been obtained to certify funds.

DEPARTMENT OF PUBLIC SAFETY & VETERANS AFFAIRS

**FREEHOLDER CHRISTY
FREEHOLDER SIMMONS**

D-1 RESOLUTION AUTHORIZING A CONTRACT WITH MUNICIPAL EMERGENCY SERVICES, INC., FROM JANUARY 1, 2020 TO DECEMBER 31, 2020, IN AN AMOUNT NOT TO EXCEED \$25,000.00.

This Resolution authorizes a contract with Municipal Emergency Services, Inc. to purchase PPE supplies, equipment, protective clothing and outerwear, etc., through State Contract #17-FLEET-00816, from January 1, 2020 to December 31, 2020, in an amount not to exceed \$25,000.00.

D-2 RESOLUTION AUTHORIZING AN EMERGENCY CONTRACT WITH BOUND TREE MEDICAL, LLC, FOR \$62,562.19.

This Resolution authorizes an emergency contract with Bound Tree Medical, LLC for equipment and medical supplies, for a total amount of \$62,562.19. Said contract was exempt from public bidding, as it was required for emergency equipment related to the current COVID-19 Pandemic, which was not anticipated, as set forth in N.J.S.A. 40A:11-6, as certified by Christine Hoffman, Acting County Prosecutor and Joseph T. Butts, Director of Emergency Response. C.A.F. numbers have 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 AN AMENDMENT TO THE LOCAL CORE CAPACITY FOR PUBLIC HEALTH EMERGENCY PREPAREDNESS LINCS GRANT PROGRAM #PHLP21LNC.

This Resolution authorizes an amendment to the Local Core Capacity for Public Health Emergency Preparedness LINCS Grant, to accept an increase of \$331,000.00 in funding from the NJ Department of Health as per their Revised Letter of Intent, resulting in a new total grant amount of \$611,803.00. These funds will be used to enhance the County's capabilities of emergency-ready public health services relative to COVID-19.

F-2 RESOLUTION AUTHORIZING APPLICATION TO THE STATE DEPARTMENT OF HEALTH FOR A CHILDHOOD LEAD EXPOSURE PREVENTION (CLEP) PROJECT GRANT FROM OCTOBER 1, 2020 TO JUNE 30, 2021, FOR AN AMOUNT TO BE DETERMINED.

This Resolution authorizes an application to the State Department of Health for a Childhood Lead Exposure Prevention (CLEP) Project grant, to implement blood screenings, case management and environmental intervention services for children with elevated lead blood levels. Grant period is from October 1, 2020 to June 30, 2021, for an amount to be determined.

DEPARTMENT OF PARKS & LAND PRESERVATION

**FREEHOLDER LAVENDER
FREEHOLDER DIMARCO**

G-1 RESOLUTION UPDATING COUNTY PARKS RULES AND REGULATIONS, MISCELLANEOUS VISITOR INFORMATION AND ADMINISTRATIVE CODE SECTION PRK-8.

This Resolution updates the County Parks Rules & Regulations, miscellaneous visitor information and Administrative Code Section Prk-8 (Advertising Policy), to reflect new program offerings and facility uses, revised visitor guidelines and expanded promotional opportunities at County Parks, as recommended by the Parks Director.

Old Business

New Business

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

Adjournment

MINUTES



6:00 p.m. Wednesday, August 12, 2020

Call to Order

Salute to the Flag

Open Public Meetings Statement

Roll Call

FREEHOLDER	PRESENT	ABSENT
Deputy Director DiMarco	X	
Freeholder Barnes	X	
Freeholder Christy	X	
Freeholder Jefferson	X	
Freeholder Lavender	X	
Freeholder Simmons	X	
Director Damminger		X

Changes to the Agenda

Approval of the **July 22, 2020** meeting minutes.

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

Comments: N/A

PROCLAMATIONS

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

OPEN

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

Comments: N/A

Clerk read 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 Consent Agenda

FREEHOLDER	MOTION	SECOND	YES	NO	ABSTAIN	ABSENT
Deputy Director DiMarco			X			
Freeholder Barnes	X		X			
Freeholder Christy		X	X		52634, 52635, 52636, 52645	
Freeholder Jefferson			X			
Freeholder Lavender			X			
Freeholder Simmons			X		52623 and 52643	
Director Damminger						X

Comments: N/A

RESOLUTIONS

DEPARTMENT OF ADMINISTRATION

DIRECTOR DAMMINGER
FREEHOLDER DIMARCO

52621 RESOLUTION PROVIDING FOR THE INSERTION OF SPECIAL ITEMS OF REVENUE INTO THE 2020 BUDGET PURSUANT TO N.J.S.A. 40A:4-87.

52622 RESOLUTION AUTHORIZING A SHARED SERVICES AGREEMENT WITH THE GLOUCESTER COUNTY IMPROVEMENT AUTHORITY REGARDING VARIOUS SERVICES.

52623 RESOLUTION AUTHORIZING A SHARED SERVICES AGREEMENT WITH ROWAN UNIVERSITY REGARDING ENGINEERING, PUBLIC HEALTH AND WELLNESS AND OSTEOPATHIC MEDICAL SERVICES.

52624 RESOLUTION EXTENDING THE CONTRACT WITH W.B. MASON CO., INC. FROM AUGUST 22, 2020 TO AUGUST 21, 2021 IN AN AMOUNT NOT TO EXCEED \$40,000.00.

52625 RESOLUTION AUTHORIZING A PURCHASE FROM CDW GOVERNMENT, INC. THROUGH THE SOURCEWELL NATIONAL COOPERATIVE PRICING SYSTEM FROM AUGUST 12, 2020 TO AUGUST 11, 2022 IN AN AMOUNT NOT TO EXCEED \$100,000.00 PER YEAR.

52626 RESOLUTION AUTHORIZING A PURCHASE FROM GOV CONNECTION, INC. THROUGH THE SOURCEWELL NATIONAL COOPERATIVE PRICING SYSTEM FROM AUGUST 12, 2020 TO AUGUST 11, 2022 IN AN AMOUNT NOT TO EXCEED \$200,000.00 PER YEAR.

52627 RESOLUTION AUTHORIZING THE PURCHASE OF COMPUTER SOFTWARE AND RELATIVE LICENSING FROM DELL MARKETING, L.P. THROUGH STATE CONTRACT FROM AUGUST 3, 2020 TO AUGUST 2, 2021 IN AN AMOUNT NOT TO EXCEED \$200,000.00.

52628 RESOLUTION AUTHORIZING A CONTRACT AND LICENSE AGREEMENT WITH SOFTWARE HOUSE INTERNATIONAL CORP. FROM JULY 16, 2020 TO JULY 15, 2023 FOR A TOTAL AMOUNT OF \$74,166.87.

52629 RESOLUTION AUTHORIZING AND CONFIRMING SETTLEMENT OF STATE TAX COURT TAX APPEALS.

DEPARTMENT OF BUILDINGS &
GOVERNMENT SERVICES

DEPUTY DIRECTOR DIMARCO
FREEHOLDER LAVENDER

52630 RESOLUTION AUTHORIZING AWARD OF A CONTRACT WITH ELECTION SYSTEMS & SOFTWARE, LLC, FROM AUGUST 12, 2020 TO AUGUST 11, 2021, FOR \$1,262,490.00.

52631 RESOLUTION AUTHORIZING A CONTRACT WITH ELECTION SUPPORT & SERVICES, INC. TO PROVIDE VOTING MACHINE SERVICES TO GLOUCESTER COUNTY, FROM JULY 25, 2020 TO JULY 24, 2021, IN AN AMOUNT NOT TO EXCEED \$50,000.00.

52632 RESOLUTION AUTHORIZING A SHARED SERVICES AGREEMENT WITH MUNICIPALITIES PARTICIPATING IN THE TRAP-NEUTER-RETURN PROGRAM WITH THE COUNTY OF GLOUCESTER.

52633 RESOLUTION AUTHORIZING THE EXECUTION OF A CONTRACT WITH COLORSOURCE, INC., FROM JULY 22, 2020 TO DECEMBER 31, 2020, IN AN AMOUNT NOT TO EXCEED \$805,575.00.

52634 RESOLUTION AUTHORIZING A CONTRACT WITH GAROZZO SCIMECA CONSTRUCTION INC., FOR \$35,100.00.

52635 RESOLUTION AUTHORIZING A CONTRACT WITH THINK PAVERS HARDSCAPING, LLC, IN AN AMOUNT NOT TO EXCEED \$100,000.00.

52636 RESOLUTION AUTHORIZING THE PURCHASE OF LABOR, MATERIALS AND INSTALLATION OF CARPET/FLOORING FROM COMMERCIAL INTERIORS DIRECT, INC., THROUGH STATE CONTRACT FROM APRIL 3, 2020 TO APRIL 2, 2021 IN AN AMOUNT NOT TO EXCEED \$150,000.00.

52637 RESOLUTION AUTHORIZING A GRANT APPLICATION AND ACCEPTANCE OF FUNDS WITH NJ DEPARTMENT OF LAW & PUBLIC SAFETY FOR THE SEXUAL ASSAULT RESPONSE TEAM/FORENSIC NURSE EXAMINER GRANT FROM OCTOBER 1, 2020 TO SEPTEMBER 30, 2021 IN THE AMOUNT OF \$86,793.00, WITH AN IN-KIND MATCH OF \$100,336.00, FOR A TOTAL PROGRAM AMOUNT OF \$187,129.00.

52638 RESOLUTION AUTHORIZING AN INCREASE TO THE PURCHASING AMOUNT FOR POLICE SUPPLIES THROUGH STATE CONTRACT WITH ATLANTIC TACTICAL OF NJ.

52639 RESOLUTION AUTHORIZING A CONTRACT TO PURCHASE COMPUTER SOFTWARE AND PROGRAMMING SERVICES FROM COMPUTER SQUARE, INC. DBA CSI TECHNOLOGY GROUP FOR \$25,000.00, FROM AUGUST 12, 2020 TO AUGUST 11, 2021.

52640 RESOLUTION AUTHORIZING GRANT APPLICATIONS TO THE NEW JERSEY DEPARTMENT OF LAW & PUBLIC SAFETY FOR THE 2020 STATE BODY ARMOR REPLACEMENT FUND GRANT IN AN AMOUNT TO BE DETERMINED BY THE FUNDING AGENCY FOR FISCAL YEAR 2020.

52641 RESOLUTION AUTHORIZING THE PURCHASE OF FIREARMS, LAW ENFORCEMENT SUPPLIES AND EQUIPMENT FROM LAWMEN SUPPLY CO. OF NJ, INC. THROUGH STATE CONTRACT IN AN AMOUNT NOT TO EXCEED \$75,000.00 THROUGH DECEMBER 31, 2020.

DEPARTMENT OF ECONOMIC DEVELOPMENT & PUBLIC WORKS

FREEHOLDER SIMMONS
FREEHOLDER CHRISTY

52642 RESOLUTION AUTHORIZING A CONTRACT WITH RIGGINS, INC. FROM AUGUST 4, 2020 TO AUGUST 3, 2022 IN AN AMOUNT NOT TO EXCEED \$750,000.00 PER YEAR.

52643 RESOLUTION AMENDING THE CONTRACT WITH T&M ASSOCIATES FOR AN INCREASE OF \$42,845.00, RESULTING IN A NEW TOTAL CONTRACT AMOUNT NOT TO EXCEED \$330,301.00.

52644 RESOLUTION AUTHORIZING CHANGE ORDER #01 TO INCREASE THE CONTRACT WITH COMMAND CO., INC. BY \$50,822.75.

52645 RESOLUTION AUTHORIZING A CONTRACT WITH R.E. PIERSON CONSTRUCTION CO., INC. FOR \$2,693,021.45 FROM AUGUST 12, 2020 TO COMPLETION OF THE PROJECT.

52646 RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES CONTRACT WITH MASER CONSULTING, P.A. FOR \$68,697.71 FROM AUGUST 12, 2020 TO COMPLETION OF THE PROJECT.

DEPARTMENT OF PUBLIC SAFETY & VETERANS AFFAIRS

FREEHOLDER CHRISTY
FREEHOLDER SIMMONS

52647 RESOLUTION CONFIRMING THE AWARD OF AN EMERGENCY CONTRACT TO INDCO, INC., FOR \$31,350.00.

52648 RESOLUTION CONFIRMING THE AWARD OF AN EMERGENCY CONTRACT TO WEISS TRUE VALUE HARDWARE FOR \$35,624.76.

52649 RESOLUTION AUTHORIZING A CONTRACT WITH W. W. GRAINGER, INC., FROM MARCH 1, 2020 TO DECEMBER 31, 2020, IN AN AMOUNT NOT TO EXCEED \$142,000.00.

DEPARTMENT OF EDUCATION

FREEHOLDER BARNES
FREEHOLDER JEFFERSON

DEPARTMENT OF HEALTH &
HUMAN SERVICES

FREEHOLDER JEFFERSON
FREEHOLDER BARNES

52650 RESOLUTION ACCEPTING GRANT RENEWAL FUNDS FROM NJ TRANSIT FOR THE FFY 2016 SECTION 5310 GRANT FOR \$175,000.00 WITH AN IN-KIND MATCH OF \$175,000.00 FOR A TOTAL AMOUNT OF \$350,000.00 THROUGH DECEMBER 31, 2020.

DEPARTMENT OF PARKS &
LAND PRESERVATION

FREEHOLDER LAVENDER
FREEHOLDER DIMARCO

52651 RESOLUTION AUTHORIZING CONTRACTS WITH STEVEN W. BARTELT MAI, MOLINARI & ASSOCIATES P.C., T.W. SHEEHAN & ASSOCIATES, LLC, AND R.W. FRANKENFIELD ASSOCIATES, FROM AUGUST 9, 2020 TO AUGUST 8, 2021, IN AN AMOUNT NOT TO EXCEED \$35,000.00 EACH.

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

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

Comments: N/A

TIME: 6:07 p.m.

MINUTES



9:00 a.m. Thursday, August 20, 2020

Call to Order

Salute to the Flag

Open Public Meetings Statement

Roll Call

FREEHOLDER	PRESENT	ABSENT
Deputy Director DiMarco	X	
Freeholder Barnes	X	
Freeholder Christy		X
Freeholder Jefferson	X	
Freeholder Lavender		X
Freeholder Simmons	X	
Director Damminger		X

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

OPEN

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

Comments: N/A

CLOSE

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

Comments: N/A

RESOLUTIONS

DEPARTMENT OF ADMINISTRATION

**DIRECTOR DAMMINGER
FREEHOLDER DIMARCO**

52652 RESOLUTION AUTHORIZING EXECUTION OF A MEMORANDUM OF AGREEMENT BETWEEN THE COUNTY, THE NJ OFFICE OF EMERGENCY MANAGEMENT AND THE NJ DEPARTMENT OF HEALTH.

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

Comments: N/A

Old Business

New Business

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

OPEN

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

Comments: N/A

CLOSE

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

Comments: N/A

Adjournment

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

Comments: N/A

Time: 9:06 A.M.

RESOLUTION AUTHORIZING CERTIFICATION OF THE ANNUAL AUDIT FOR THE YEAR 2019

WHEREAS, N.J.S.A. 40A:5-4 requires the governing body of every local unit to have an annual audit of its books, accounts and financial transactions, and

WHEREAS, the Annual Report of Audit for 2019 has been filed by a Registered Municipal Accountant with the Clerk of the Board of Chosen Freeholders pursuant to N.J.S.A. 40A:5-6, and a copy has been received by each member of the governing body; and

WHEREAS, the Local Finance Board of the State of New Jersey is authorized to prescribe reports pertaining to local fiscal affairs as per R.S. 52:27BB-34, and has promulgated a regulation requiring that the governing body of each municipality and county shall by resolution, certify that all members of the governing body have reviewed, as a minimum, the sections of the annual audit entitled "Comments and Recommendations"; and

WHEREAS, the members of the governing body have personally reviewed as a minimum the Annual Report of Audit, and specifically the sections of the Annual Audit entitled "Comments and Recommendations", as evidenced by the group affidavit form of the governing body attached hereto; and

WHEREAS, pursuant to N.J.A.C. 5:30-6.5, such resolution of certification shall be adopted by the Governing Body no later than forty-five days after the receipt of the annual audit; and

WHEREAS, all members of the governing body have received and have familiarized themselves with, at least, the minimum requirements of the Local Finance Board as stated aforesaid, and have subscribed to the affidavit; and

WHEREAS, failure to comply with the regulations of the Local Finance Board may subject the members of the local governing body to the penalty provisions of R.S. 52:27BB-52, to wit:

"A local officer or member of a local governing body who, after a date fixed for compliance, fails or refuses to obey an order of the director (Director of Local Government Services), under the provisions of this Article, shall be guilty of a misdemeanor and, upon conviction, may be fined not more than one thousand dollars (\$1,000.00) or imprisoned for not more than one year, or both, in addition shall forfeit his office."

NOW, THEREFORE, BE IT RESOLVED that the Board of Chosen Freeholders of the County of Gloucester hereby states that it has complied with N.J.A.C. 5:30-6.5, and does hereby submit a certified copy of this resolution and the required affidavit to the Local Finance Board of New Jersey as evidence of said compliance.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on August 26, 2020 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

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

**CERTIFICATION OF THE COUNTY OF GLOUCESTER
OF THE ANNUAL AUDIT**

GROUP AFFIDAVIT

STATE OF NEW JERSEY

COUNTY OF *GLOUCESTER*

We, members of the governing body of the County of Gloucester, being duly sworn according to law, upon our oath depose and say:

1. We are duly elected members of the **Board of Chosen Freeholders** of the *County of Gloucester*;
2. In the performance of our duties, and pursuant to N.J.A.C. 5:30-6.5, we have familiarized ourselves with the contents of the County Report of Annual Audit filed with the Clerk pursuant to N.J.S.A. 40A:5-6 for the year **2019**;
3. We certify that we have personally reviewed and are familiar with, as a minimum, the sections of the Annual Report of Audit entitled "Comments and Recommendations."

Robert M. Damminger, Director

Frank J. DiMarco, Deputy Director

Lyman Barnes, Freeholder

Daniel Christy, Freeholder

Heather Simmons, Freeholder

Jim Jefferson, Freeholder

Jim Lavender, Freeholder

LAURIE J. BURNS, Clerk of the Board

Sworn to and subscribed before me this
_____ day of _____, 2020

notary

The Clerk of the Board of Chosen Freeholders shall set forth the reason for the absence of signature of any members of the governing body.

IMPORTANT: This certificate must be sent to: Bureau of Financial Regulation and Assistance, Division of Local Government Services, P.O. Box 803, Trenton, New Jersey 08625.

**RESOLUTION AUTHORIZING AN EMERGENCY APPROPRIATION
IN THE AMOUNT OF \$600,000.00 PURSUANT TO N.J.S.A. 40A:4-48**

WHEREAS, an emergency has arisen with respect to expenditures related to Tropical Storm Isaias and no adequate provision was made in the 2020 budget for the aforesaid purpose; and, N.J.S.A. 40A:4-48 provides for the creation of an emergency appropriation for the purpose herein mentioned, and

WHEREAS, the total amount of emergency appropriation created, including the emergency to be created by this resolution is\$ 600,000.00 and three percent (3%) of the total operating appropriations in the budget for the year 2020 is.....\$5,202,615.09

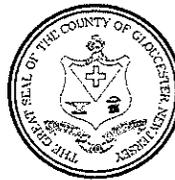
NOW, THEREFORE, BE IT RESOLVED (not less than two-thirds of all the members thereof affirmatively concurring) that in accordance with NJS 40A:4-48:

- 1. An emergency appropriation be and the same is hereby made for:

Engineering OE..... \$600,000.00

- 2. That said emergency appropriation shall be provided for in full in the 2021 budget, and is requested to be excluded from CAPS, pursuant to N.J.S.A. 40A:4-53.3c(1).
- 3. That the statement required by the Local Finance Board has been filed with the Clerk of the Board of Chosen Freeholders and a copy transmitted to the Director of Local Government Services.
- 4. That two (2) certified copies of this Resolution shall be filed with the Director of Local Government Services.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on August 26, 2020 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

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

**CERTIFICATION OF EMERGENCY APPROPRIATION
CHIEF FINANCIAL OFFICER**

This statement must be prepared in duplicate by the Chief Financial Officer or other responsible official, and must be filed with the Clerk of the Board prior to the adoption of the emergency resolution. The duplicate thereof must be filed with the Director of Local Government Services at the time of filing the emergency resolution.

Please answer all questions:

Purpose of Emergency Appropriation: Tropical Storm Isaias and additional severe summer storms throughout August, 2020 have resulted in extensive damage to public and private infrastructure and created hazardous conditions in various Townships throughout Gloucester County requiring emergent repairs.

Date of Occurrence: August 4, 2020

Have any contracts been awarded or purchase orders placed in connection with this emergency appropriation? Yes. To R.E. Pierson Construction Co., Inc. for \$305,900.00. \$294,100.00 is appropriated for any unforeseen costs.

Signed: _____
 Chief Financial Officer

Dated: _____

A-3

**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 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 **\$331,000.00**, 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 **\$26,001.00**, which item is now available as a revenue from the State of New Jersey, Division of Family Health Services Women, Infants & Children (WIC), to be appropriated under the caption of the State of New Jersey, Division of Family Health Services **Women, Infants & Children (WIC) - Other Expenses**.
- (3) The sum of **\$44,454.00**, which item is now available as a revenue from the State of New Jersey, Governor's Council on Alcoholism and Drug Abuse Municipal Alliance, to be appropriated under the caption of the State of New Jersey, Governor's Council on Alcoholism and Drug Abuse **Municipal Alliance - Other Expenses**.
- (4) The sum of **\$21,395.00**, which item is now available as a revenue from the State of New Jersey, Department of Health Childhood Lead Program, to be appropriated under the caption of the State of New Jersey, Department of Health **Childhood Lead Program - Other Expenses**.
- (5) The sum of **\$175,000.00**, which item is now available as a revenue from New Jersey Transit FFY2016 Section 5310 Enhanced Mobility of Seniors and Individuals with Disabilities, to be appropriated under the caption of New Jersey Transit **FFY2016 Section 5310 Enhanced Mobility of Seniors and Individuals with Disabilities - Other Expenses**.
- (6) The sum of **\$300,000.00**, which item is now available as a revenue from the State of New Jersey, Department of Children and Families Prevention Services, to be appropriated under the caption of the State of New Jersey, Department of Children and Families **Prevention Services - Other Expenses**.
- (7) The sum of **\$839,860.00**, which item is now available as a revenue from the State of New Jersey, Division of Family Health Services Women, Infants & Children (WIC), to be appropriated under the caption of the State of New Jersey, Division of Family Health Services **Women, Infants & Children (WIC) - Other Expenses**.
- (8) The sum of **\$110,000.00**, which item is now available as a revenue from New Jersey Transit Job Access and Reverse Commute (JARC) SFY21 Round 7, to be appropriated under the caption of New Jersey Transit **Job Access and Reverse Commute (JARC) SFY21 Round 7 - Other Expenses**.
- (9) The sum of **\$176,700.00**, which item is now available as a revenue from the State of New Jersey, Department of Transportation Gloucester County Roadway Safety Improvements, to be appropriated under the caption of the State of New Jersey, Department of Transportation **Gloucester County Roadway Safety Improvements - Other Expenses**.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on August 26, 2020 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

LAURIE J. BURNS,
CLERK OF THE BOARD

**RESOLUTION APPROVING THE BILL LISTS FOR
THE MONTH OF AUGUST 2020**

WHEREAS, the Board of Chosen Freeholders of the County of Gloucester has received and reviewed the bill list for the County as prepared, reviewed, and approved by the County Treasurer for the monthly period ending August 21, 2020; and

WHEREAS, the County Division of Social Services (“Division”) has submitted their bill list, including daily payments made by the Division and Administrative payments to be issued, which list was reviewed and approved by the Division’s Finance Officer and Director, and also reviewed and approved by the County Treasurer for the monthly period ending August 21, 2020.

NOW, THEREFORE, BE IT RESOLVED that the County’s bill list for the period ending August 21, 2020, as prepared, reviewed and approved by the County Treasurer is hereby approved by the Board of Chosen Freeholders, and the County Treasurer is authorized to render payment to each vendor appearing on said list; and

BE IT FURTHER RESOLVED that the Division of Social Services’ bill list for the period ending August 21, 2020, which includes ratification of prior emergency payments made, as prepared, reviewed and approved by the Division’s Finance Officer and Director and the County Treasurer, is hereby approved, and the Treasurer is authorized to render payment to each vendor appearing on said list.

ADOPTED at a meeting of the Board of Chosen Freeholders of the County of Gloucester held on August 26, 2020 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

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

**RESOLUTION AUTHORIZING AN OFF-CAMPUS FEDERAL WORK-STUDY
AGREEMENT WITH ROWAN UNIVERSITY FROM
SEPTEMBER 1, 2020 TO MAY 10, 2021**

WHEREAS, Rowan University has invited the County of Gloucester to participate in the Off-Campus Federal Work Study Program which it sponsors; and

WHEREAS, pursuant to the program, Rowan's students are made available to the County of Gloucester to work in County operations; and

WHEREAS, the students will engage in meaningful and educational work which will introduce them to various career opportunities; and

WHEREAS, the County does not have a financial obligation to pay any portion of student wages to Rowan University, as long as a student does not exceed their Federal Work Study Award and work hours which exceed 20 hours per week during the normal academic period, as per the guidelines set forth by Rowan University; and

WHEREAS, this Agreement does not obligate the County of Gloucester to make any payments and, therefore, no Certificate of Availability of Funds is required at this time; and

WHEREAS, the program should prove to be beneficial to the County and to the students involved.

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 the Off-Campus Federal Work Study Agreement with Rowan University annexed hereto, for the period September 1, 2020 to May 10, 2021, at no cost to the County.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on August 26, 2020 at Woodbury, New Jersey



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

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

Rowan University

Off-Campus Federal Work-Study Agreement

Effective from 09/01/2020 to 5/10/2021

This agreement is entered into between Rowan University, hereinafter known as the "Institution" and County of Gloucester, hereinafter known as the "Organization," a federal, state, or municipal agency or a private nonprofit organization, for the purpose of providing work to students eligible to participate in the Federal Work-Study (FWS) Program.

The parties agree to and understand that work to be performed under this agreement is to be in the public interest, and which (1) will not result in the displacement of employed workers (including those on strike) or impair existing contracts for services; (2) will be governed by such conditions of employment, including compensation, as will be appropriate and reasonable in light of such factors as type of work performed, geographical region and proficiency of the employee and as mutually agreed by the Institution and the Organization; (3) does not involve the construction, operation, or maintenance of so much of any part of a facility that is used, or is to be used, for sectarian instruction or as a place for religious worship; and (4) does not involve any partisan or nonpartisan political activity associated with a candidate, or contending faction or group, in an election for public or party office.

FWS Employment Authorization Forms, signed by an authorized official of the Organization, and Job Description Forms, will set forth the names of students employed under this agreement, their hourly rates of pay, description of duties, and maximum gross earnings per student, and are considered part of this agreement.

During periods of regular enrollment, students employed under this agreement may work no more than twenty (20) hours per week. Students may work only when academic classes are in session. During the summer, students may work up to thirty (30) hours per week only if specific FWS criteria is met.

Students can only be paid for hours actually worked, and may not be paid for lunch, vacation, holiday, sick days, or other hours not actually worked. When a student's accumulated gross earnings reach their Federal Work-Study Award, (s)he must stop working under this agreement.

Students will be made available to the Organization by the Institution as the Institution shall determine for performance of specific work assignments as described in the posted Job Description. Students may be removed from work on a particular assignment or from the Organization by the Institution, either on its own initiative or at the request of the Organization.

The Organization agrees that no student will be denied work or subjected to different treatment under this agreement on the grounds of race, color, religion, sex, or national origin, and that it will comply with the provisions of the Civil Rights Act of 1964 (P.L. 88-352; 78 Stat. 252) and the Regulations of the Department of Health, Education and Welfare which implement that act, and Title IX of the Education Amendments of 1972 (Pub. L. 92-318).

The Institution is considered the employer for purposes of this agreement. It has the ultimate right to control and direct the services of each student for the Organization. It has the responsibility to determine whether the students meet the eligibility requirements for employment under the Federal Work-Study Program, to assign students to work for the Organization, and reserves the right to determine whether students are performing appropriate work. The Organization's right is limited to the direction of the details and means by which the result is to be accomplished.

Transportation for students to and from their work assignments will not be provided by either the Institution or the Organization. In the event of injury incurred by a student employee while acting within the scope of their duties, the Institution shall assume responsibility as the employer.

Compensation for work performed on a project under this agreement will be disbursed-- and all payments due as an employer's contribution under State or local worker's compensation laws, under Federal or State social security laws, or under any other applicable laws, will be made by the Institution.

The student will be paid by the Institution based on the established hourly rate and number of hours worked. A written record of hours worked is to be submitted by the Organization to the Institution on a biweekly basis in accordance with a schedule issued annually by the Institution. At the Institution's request, the Organization agrees to confirm these hours by an authorized signature of an Organization official on verification statements before the Institution will release payments to the students employed under this agreement.

Contract Authorization:

Date: _____

Signed for the Institution: _____

Amy A. Bosio
Vice President for Finance
Rowan University

Date: _____

Signed for the Organization: _____

Printed/Typed Name: _____

Robert M. Damminger

Title: _____

Freeholder Director

B-1

RESOLUTION AUTHORIZING AN EMERGENCY CONTRACT PURSUANT TO N.J.S.A. 40A:11-6 WITH GLOBAL INDUSTRIAL FOR \$18,940.99

WHEREAS, there is an urgent need for the purchase of office partition panels for Board of Elections and parcel drop boxes for 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 purchase required office partition panels and parcel boxes for various County buildings, through Global Industrial, 11 Harbor Park Drive, Fort Washington, NY 11050; and

WHEREAS, the County Treasurer has certified the availability of funds pursuant to CAF # 20-04289, which have been charged against budget line item #0-01-35-470-001-20208, in an amount of \$1,215.00; CAF # 20-03067, which have been charged against budget line item #0-01-35-470-001-20208, in amount of \$15,179.00; and CAF # 20-03848, which have been charged against budget line item #0-01-35-470-001-20208, in an amount of \$2,546.99, for a total amount of \$18,940.99; and

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 Global Industrial is hereby authorized and approved for the term August 26, 2020 to December 31, 2020 for a total of \$18,940.99.

BE IT FURTHER 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.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, August 26, 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
GLOBAL INDUSTRIAL**

THIS CONTRACT is made effective the 26th day of August, 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 **GLOBAL INDUSTRIAL** with offices at 11 Harbor Park Drive, Fort Washington, NY 11050, 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 purchase of office partition panels for Board of Elections and parcel drop boxes 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 Qualified 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 purchase.
2. **COMPENSATION.** Contractor shall be compensated for the total amount of \$18,940.99 as per CAF #20-03848, CAF #20-04289, and CAF #20-03067.

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 purchases as set forth in here as attachment "A", The duties herein shall be binding upon execution of this Contract and shall be considered fulfilled upon the purchased item(s) being received and accepted by the County.

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:

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. TERMINATION. This Contract may be terminated as follows:

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

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

c. If, through any cause, the Contractor 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.

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 26th day of August, 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:

GLOBAL INDUSTRIAL

By:
Title:

ATTACHMENT "A"

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.	20-03848

Pg 1

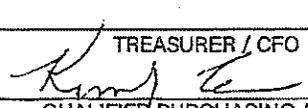
S H I P T O	GLOUC. CO BOARD OF ELECTIONS 550 GROVE RD. PAULSBORO, NJ 08066 856-384-4500
--	--

ORDER DATE: 05/13/20
REQUISITION NO: R0-17169
DELIVERY DATE:
STATE CONTRACT:
ACCOUNT NUM:

V E N D O R	VENDOR #: GLOBA004 GLOBAL INDUSTRIAL 11 HARBOR PARK DRIVE PORT WASHINGTON, NY 11050
--	--

SALES TAX ID # 21-6000660

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
10.00	OFFICE PARTITION PANELS PART#238640FGY INTERION FREESTANDING OFFICE PARTITION PANEL 60-1/4"W x 72"H, GRAY	0-01-35-470-001-20208 COVID-19 Emergency Funds	239.0000	2,390.00
1.00	SHIPPING AND HANDLING	0-01-35-470-001-20208 COVID-19 Emergency Funds	156.9900	156.99
			TOTAL	2,546.99

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

VOUCHER COPY-SIGN AT X AND RETURN FOR PAYMENT

Pye, Judy

From: Parker, Tracey
Sent: Tuesday, May 5, 2020 10:22 AM
To: Salvatore, Stephanie; Pye, Judy
Subject: FW: quote

Good morning ladies,
Below is the quote for the partition panels.
Have a great day!

Tracey Parker
Gloucester County Purchasing
856-853-3412

From: Mackenzie, Thomas <tmackenzie@globalindustrial.com>
Sent: Tuesday, May 5, 2020 9:26 AM
To: Parker, Tracey <tparker@co.gloucester.nj.us>
Subject: RE: quote



11 HARBOR PARK DRIVE
PORT WASHINGTON, NY 11050

Sales Quote

Account #:1865925	Quote #:5570344	Quote Issued:05/05/2020
GLOUCESTER COUNTY, NJ	TPARKER@CO.GLOUCESTER.NJ.US	*Pricing valid for 14 days from quote issue date
TRACEY PARKER	Phone: (856) 525-16777	
550 GROVE RD	Fax:	
PAULSBORO, New Jersey 08066		
CLICK HERE TO LOGIN AND PLACE THIS ORDER ONLINE.		

Part#	Description	Shipping	Quantity	Price	Extended
238640FGY	Interion® Freestanding Office Partition Panel, 60-1/4"W x 72"H, Gray	TRUCK	10	\$239.00	\$2,390.00
Item Total:					\$2,390.00
Shipping and Handling:					\$156.99
PLEASE BE SURE TO REVIEW OUR TERMS AND CONDITIONS					*Total: \$2,546.99

Notes	<p>Thank you for the opportunity to help with your needs. To place your order or for further assistance please contact me.</p> <p>Name: THOMAS MACKENZIE Email: tmackenzie@globalindustrial.com Phone: (516) 608-7323 x206558 Fax: (516) 608-3543</p>
-------	---

*Applicable taxes and shipping charges will be added to invoice.

Thomas Mackenzie
Account Manager

11 Harbor Park Drive, Port Washington, New York 11050
Phone: +1 (516) 608-7323
Fax: 516-608-3543
Email: tmackenzie@globalindustrial.com
Web: <https://www.globalindustrial.com>



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From: Parker, Tracey <tparker@co.gloucester.nj.us>
Sent: Monday, May 4, 2020 8:42 AM
To: Mackenzie, Thomas <tmackenzie@globalindustrial.com>
Subject: quote

Good morning Tom,
I hope you are doing well!
Can you please send me a quote for the following:

10 each Item# WG238640FGY Interior Freestanding Office Partition Panel, 60 – 1/4" W x 72"H, Gray

This is for:
GC Board of Elections
550 Grove Road
Paulsboro, NJ 08066

If you have any questions, please let me know.
Stay Safe!

Tracey Parker
Gloucester County Purchasing
856-853-3412

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. 20-04289

ORDER DATE: 06/01/20
 REQUISITION NO: R0-17759
 DELIVERY DATE:
 STATE CONTRACT:
 ACCOUNT NUM:

Pg 1

SHIP TO

GLOUC. CO BUILDINGS & GROUNDS
 SHADY LANE COMPLEX (251-6700)
 254 COUNTY HOUSE ROAD
 CLARKSBORO, NJ 08020

VENDOR

VENDOR #: GLOBA004

GLOBAL INDUSTRIAL
 11 HARBOR PARK DRIVE
 PORT WASHINGTON, NY 11050

SALES TAX ID # 21-6000660

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
1.00	QUOTE #5600214 - 5/28/2020	0-01-35-470-001-20208 COVID-19 Emergency Funds	0.0000	0.00
10.00	PART #1365117 - LLP16SMALTAN SURFACE MOUNT FOR LLAPLSTD-DRP ALUMINUM STANDARD PARCEL DROP BOX	0-01-35-470-001-20208 COVID-19 Emergency Funds	110.0000	1,100.00
1.00	SHIPPING & HANDLING	0-01-35-470-001-20208 COVID-19 Emergency Funds	115.0000	115.00
			TOTAL	1,215.00

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

VOUCHER COPY-SIGN AT X AND RETURN FOR PAYMENT

Parker, Tracey

From: Novatkoski, Michael <MNovatkoski@globalindustrial.com>
Sent: Friday, May 29, 2020 8:31 AM
To: Parker, Tracey
Subject: RE: Your Global Industrial Order # 17181197 Has Been Shipped

Morning Tracey, Happy Friday I hope, here is your quote for the stands

Sales Quote

Account #:1865925	Quote #:5600214	Quote Issued:05/28/2020
GLOUCESTER COUNTY, NJ	TPARKER@CO.GLOUCESTER.NJ.US	*Pricing valid for 14 days from quote issue date
TRACEY PARKER	Phone: (856) 525-16777	
254 COUNTY HOUSE RD	Fax: (856) 863-5839	
CLARKSBORO, New Jersey 08020		
CLICK HERE TO LOGIN AND PLACE THIS ORDER ONLINE.		

Part#	Description	Shipping	Quantity	Price	Extended
1365117	LLP16SMALTAN SURFACE MOUNT FOR LLAPLSTD-DRP ALUMINUM STANDARD PARCEL DROP BOX Country Of Origin: UNITED STATES * Please note: This item is Non Returnable and Non Cancellable.	UPS - GROUND	10	\$110.00	\$1,100.00
Item Total:					\$1,100.00
Shipping and Handling:					\$115.00
PLEASE BE SURE TO REVIEW OUR TERMS AND CONDITIONS				*Total:	\$1,215.00

Notes	<p>Thank you for the opportunity to help with your needs. To place your order or for further assistance please contact me.</p> <p style="text-align: right;">Name: Email: Phone: Fax:</p>
--------------	---

*Applicable taxes and shipping charges will be added to invoice

11 Harbor Park Drive, Port Washington, N.Y. 11050
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Michael Novatkoski

Territory Sales Manager



24 Applegate Drive, Robbinsville, New Jersey 08691

Phone: +1 (609) 223-6610

Mobile: +1 (609) 306-2669

Fax: 609-223-6210

Email: MNovatkoski@globalindustrial.com

Web: <https://www.globalindustrial.com>

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From: Parker, Tracey [<mailto:tparker@co.gloucester.nj.us>]
Sent: Thursday, May 28, 2020 10:19 AM
To: Novatkoski, Michael
Subject: FW: Your Global Industrial Order # 17181197 Has Been Shipped

Good morning!

I need your help. We ordered the boxes below, but I don't think the stands were ordered. The boxes have not arrived yet, but we will need the stands if they are not included with the boxes.

Can you please call me when you get a chance?

Thank you!!

Tracey Parker
Gloucester County Purchasing
856-853-3412

From: tmackenzie@globalindustrial.com <tmackenzie@globalindustrial.com>
Sent: Thursday, May 21, 2020 11:57 AM
To: Parker, Tracey <tparker@co.gloucester.nj.us>
Subject: Your Global Industrial Order # 17181197 Has Been Shipped



Shipment Confirmation

Account #:	<u>1865925</u>
Order #:	<u>17181197</u>
PO #:	<u>20-03067</u>

Shipment Confirmation

Dear Tracey Parker,

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. 20-03067

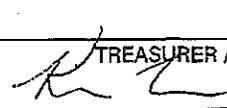
ORDER DATE: 04/15/20
 REQUISITION NO: R0-16586
 DELIVERY DATE:
 STATE CONTRACT: QUOTE
 ACCOUNT NUM:

SHIP TO
 Pg 1
 GLOUC. CO BUILDINGS & GROUNDS
 SHADY LANE COMPLEX (251-6700)
 254 COUNTY HOUSE ROAD
 CLARKSBORO, NJ 08020

VEIN DO F
 VENDOR #: GLOBA004
 GLOBAL INDUSTRIAL
 11 HARBOR PARK DRIVE
 PORT WASHINGTON, NY 11050

SALES TAX ID # 21-6000660

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
10.00/EA	PARCEL DROP BOX PART # 268740TN JAYCO LLAPLSTD-DRP ALUMINUM STANDARD PARCEL DROP BOX 8"H DROP SLOT FRONT TAN	0-01-35-470-001-20208 COVID-19 Emergency Funds	1,375.0000	13,750.00
1.00	AS PER QUOTE 5544603 DATED 4/14/20 SHIPPING & HANDLING PLEASE DELIVER TO: GLOUCESTER COUNTY BUILDINGS & GROUNDS SHADY LANE COMPLEX 252 COUNTY HOUSE ROAD CLARKSBORO, NJ 08020 856-251-6700	0-01-35-470-001-20208 COVID-19 Emergency Funds	1,429.0000	1,429.00
			TOTAL	15,179.00

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

VOUCHER COPY-SIGN AT X AND RETURN FOR PAYMENT

RO-16586

To: Parker, Tracey <tparker@co.gloucester.nj.us>
Subject: Your Global Industrial Quotation # 5544603



11 HARBOR PARK DRIVE
PORT WASHINGTON, NY 11050

Sales Quote

Account #:1865925	Quote #:5544603	Quote Issued:04/14/2020
GLOUCESTER COUNTY, NJ	TPARKER@CO.GLOUCESTER.NJ.US	*Pricing valid for 14 days from quote issue date
TRACEY PARKER	Phone: (856) 525-1677	
1200 N. DELSEA DR	Fax: (856) 863-5839	
CLAYTON, New Jersey 08312		
CLICK HERE TO LOGIN AND PLACE THIS ORDER ONLINE.		

Part#	Description	Shipping	Quantity	Price	Extended
268740TN	Jayco LLAPLSTD-DRP Aluminum Standard Parcel Drop Box 8"H Drop Slot Front Tan	TRUCK	10	\$1,375.00	\$13,750.00
Item Total:					\$13,750.00
Shipping and Handling:					\$1,429.00
PLEASE BE SURE TO REVIEW OUR TERMS AND CONDITIONS					*Total: \$15,179.00

Notes	Thank you for the opportunity to help with your needs. To place your order or for further assistance please contact me.
	Name: THOMAS MACKENZIE
	Email: tmackenzie@globalindustrial.com
	Phone: (516) 608-7323 x206558 Fax: (516) 608-3543

*Applicable taxes and shipping charges will be added to invoice.

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B+G Shady Lane Complex
252 C.H.R.
Clarksboro, NJ 08026
251-6700

RESOLUTION AUTHORIZING A CONTRACT WITH ELECTION SYSTEMS & SOFTWARE, LLC, FROM AUGUST 26, 2020 TO AUGUST 25, 2021, IN AN AMOUNT NOT TO EXCEED \$30,000.00

WHEREAS, there exists a need for the County to contract for ballot paper stock for the printing of Vote By Mail Ballots for the Gloucester County 2020 General Election; and

WHEREAS, the Clerk of Gloucester County recommends that said product be provided by Election Systems & Software, LLC of 11208 John Galt Boulevard, Omaha, Nebraska 68137; and

WHEREAS, the ES&S CountRight Ballot Paper Parent Stock has been specifically engineered to run on ES&S tabulators and meet all ES&S specifications for the equipment; and

WHEREAS, the contract is from August 26, 2020 to August 25, 2021, in an amount not to exceed \$30,000.00; and

WHEREAS, the County Treasurer has certified the availability of funds in the amount of \$25,000.00, pursuant to C.A.F. #20-06575, which amount shall be charged against budget line item 0-01-20-120-002-20275.

WHEREAS, Election Systems & Software, LLC will ship the ballot paper stock on an as needed basis and standard shipping charges will be determined at the time of each shipment; and

WHEREAS, the continuation of the contract beyond the first three (3) months of 2021 is conditioned upon the approval of the 2021 Gloucester County budget; 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 the vendor has certified that it will not make a disqualifying contribution during the term of the contract; and

WHEREAS, the services to be performed as to this contract are relative to election expenses and therefore is an exception to the Local Public Contracts Law as described and provided by N.J.S.A. 40A:11-5(1).

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester, that the Director of the Board is authorized and directed to execute and the Clerk of the Board is authorized to attest to the execution of the contract with Election Systems & Software, LLC for the purchase of ballot paper stock, from August 26, 2020 to August 25, 2021, in an amount not to exceed \$30,000.00.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, August 26, 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
ELECTION SYSTEMS & SOFTWARE, LLC**

THIS CONTRACT is made effective the 26th day of August, 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 **Election Systems & Software, LLC** of 11208 John Galt Boulevard, Omaha, Nebraska 68137, hereinafter referred to as "**Vendor**".

RECITALS

WHEREAS, there exists a need for the County to purchase ballot paper stock for the printing of Vote By Mail Ballots for the Gloucester County 2020 General Election; 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, the services to be performed as to this contract are relative to election expenses and therefore is an exception to the Local Public Contracts Law as described and provided by N.J.S.A. 40A:11-5(1); and

WHEREAS, Vendor represents that he 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.** The term of the contract is from August 26, 2020 to August 25, 2021.
2. **COMPENSATION.** Vendor shall be compensated in an amount not to exceed \$30,000.00.

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.

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 Vendor 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 VENDOR.** Vendor shall be compensated in an amount not to exceed \$30,000.00, as per Vendor's Proposal, dated July 30, 2020, attached hereto as Attachment A and made a part of this contract.

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 any specifications, which may have been issued by the County of Gloucester in connection with the work to be performed.

Vendor shall be paid in accordance with this Contract document 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.

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

8. **NO ASSIGNMENT OR SUBCONTRACT.** This Contract may not be assigned nor subcontracted by the 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.

9. **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 Vendors, 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.

10. **POLITICAL CONTRIBUTION DISCLOSURE AND PROHIBITION.** This contract has been awarded to Vendor based on the merits and abilities of Vendor 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 Vendor, its subsidiaries, assigns or principals controlling in excess of 10% of the Vendor 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.

11. **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.

12. **SET-OFF.** Should Vendor either refuse or neglect to perform the service that Vendor is required to perform 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.

13. **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.

14. **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.

15. **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.

16. **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.

17. **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.

18. **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.

19. **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.

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

21. **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 with the performance of services pursuant to this Contract. The Company further covenants that in the performance of this Contract, no person having any such interest shall be employed.

22. **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.

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

24. **CONTRACT PARTS.** This contract shall consist of this document and Vendor's Proposal, dated July 30, 2020, attached hereto as Attachment A. If there is a conflict between this Contract and the Vendor's Proposal, then this Contract shall control.

THIS CONTRACT shall be effective the **26th** day of **August, 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:

ELECTION SYSTEMS & SOFTWARE, LLC

By:
Title:

ATTACHMENT A



July 30, 2020

Heather L. Pool, Deputy Clerk
 Gloucester County Clerk,
 1 North Broad Street
 Old Courthouse, 1st Floor
 Woodbury, New Jersey 08096

Dear Heather,

Please see pricing below for the ES&S CountRight Ballot Paper Stock.

ES&S CountRight™ Ballot Paper Parent Stock

ES&S CountRight™ Ballot Stock has been specially engineered to run on ES&S tabulators and meet all ES&S specifications for the equipment. As the manufacturer of the scanning equipment, ES&S understands the critical synergy required between the ballot paper, the ink on the paper, and the tabulator logic. As a result, all ES&S ballot stock is designed with specific consideration regarding the following measurements:

- Caliper – Thickness of the paper.
- Opacity – Amount of light absorbed vs. reflected by the paper.
- Brightness – Reflectance of the paper when measured under a calibrated wave of light.
- Smoothness – Measurement of surface “roughness” of the paper.
- Basis Weight – Mass (expressed as weight) per number of sheets.

ES&S Proposal

Description	Price
62,500 ES&S CountRight 23 1/2" x 35 1/4" Parent Sheets Ballot Stock @ \$0.40 per sheet (Each sheet yields 4 ballots per sheet, totaling 250,000 ballots)	\$25,000.00
Standard Shipping Charges to be determined	TBD

Although unlikely, any expedited/overnight freight charges not attributable to ES&S will be the responsibility of the Gloucester County Clerk's Office.

Thank you,
 Christine Valeriano
 Regional Sales Manager

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. 20-06575

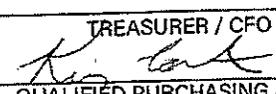
Pg **SHIP TO** GLOUC. CO CO CLERK ELECT DIV.
 550 GROVE ROAD
 WEST DEPTFORD, NJ 08066
 856-384-4530

VENDOR VENDOR #. ELECT020
 ELECTION SYSTEMS & SOFTWARE
 11208 JOHN GALT BLD.
 OMAHA, NE 68137-2364

ORDER DATE: 08/10/20
 REQUISITION NO: R0-20000
 DELIVERY DATE:
 STATE CONTRACT: QUOTE ATTACHED
 ACCOUNT NUM:

SALES TAX ID # 21-6000660

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
62500.00	ES&S COUNTRIGHT BALLOT STOCK 23" X 35" PARENT SHEETS BALLOT STOCK @ \$0.40 PER SHEET EACH SHEET YIELDS 4 BALLOTS PER SHEET, TOTALING 250,000 BALLOTS QUANTITY 62,500 STANDARD SHIPPING CHARGES TO BE DETERMINED PASSED BY RESOLUTON 8/26/20 CONTRACT TERM: 8/26/20 - 8/25/21	0-01-20-120-002-20275 Printing - Elections	0.4000	25,000.00
			TOTAL	25,000.00

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

By signing below, you are certifying that the information you have provided is accurate, and that you are aware that if you have made any misrepresentation in this certification, then you and/or your business entity will be liable for any penalty permitted under the law.

Name of Business Entity: Election Systems & Software, LLC
Signed: *Richard J. Jablonski* Title: VP of Finance
Print Name: Richard J. Jablonski Date: 08/04/2020

Note: Copies of certain portions of the applicable law are attached to this certification as an accommodation to the vendor. However, the vendor is responsible for determining and certifying its compliance with the applicable law.

PARTIAL SCHEDULE OF RELEVANT STATUTES

N.J.S.A. 19:44A-20.26 Not later than 10 days prior to entering into any contract having an anticipated value in excess of \$17,500, except for a contract that is required by law to be publicly advertised for bids, a State agency, county, municipality, independent authority, board of education, or fire district shall require any business entity bidding thereon or negotiating therefor, to submit along with its bid or price quote, a list of political contributions as set forth in this subsection that are reportable by the recipient pursuant to the provisions of P.L.1973, c.83 (C.19:44A-1 et seq.) and that were made by the business entity during the preceding 12 month period, along with the date and amount of each contribution and the name of the recipient of each contribution. A business entity contracting with a State agency shall disclose contributions to any State, county, or municipal committee of a political party, legislative leadership committee, candidate committee of a candidate for, or holder of, a State elective office, or any continuing political committee. A business entity contracting with a county, municipality, independent authority, other than an independent authority that is a State agency, board of education, or fire district shall disclose contributions to: any State, county, or municipal committee of a political party; any legislative leadership committee; or any candidate committee of a candidate for, or holder of, an elective office of that public entity, of that county in which that public entity is located, of another public entity within that county, or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county, or any continuing political committee.

The provisions of this section shall not apply to a contract when a public emergency requires the immediate delivery of goods or services.

b. When a business entity is a natural person, a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity. When a business entity is other than a natural person, a contribution by any person or other business entity having an interest therein shall be deemed to be a contribution by the business entity. When a business entity is other than a natural person, a contribution by: all principals, partners, officers, or directors of the business entity or their spouses; any subsidiaries directly or indirectly controlled by the business entity; or any political organization organized under section 527 of the Internal Revenue Code that is directly or indirectly controlled by the business entity, other than a candidate committee, election fund, or political party committee, shall be deemed to be a contribution by the business entity.

PARTIAL SCHEDULE OF RELEVANT STATUTES (continued)

c. As used in this section:

“business entity” means a natural or legal person, business corporation, professional services corporation, limited liability company, partnership, limited partnership, business trust, association or any other legal commercial entity organized under the laws of this State or of any other state or foreign jurisdiction;

“interest” means the ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit, as appropriate; and

“State agency” means any of the principal departments in the Executive Branch of the State Government, and any division, board, bureau, office, commission, or other instrumentality within or created by such department, the Legislature of the State and any office, board, bureau or commission within or created by the Legislative Branch, and any independent State authority, commission, instrumentality or agency.

d. Any business entity that fails to comply with the provisions of this section shall be subject to a fine imposed by the New Jersey Election Law Enforcement Commission in an amount to be determined by the commission which may be based upon the amount that the business entity failed to report.

BUSINESS ENTITY DISCLOSURE CERTIFICATION
Contracting Agency: County of Gloucester

N.J.S.A. 19:44A-20-4 et seq., commonly known as the New Jersey Local Unit Pay-to-Play Law, provides that Gloucester County may not award a contract for more than \$17,500.00 to any business entity which has made certain reportable campaign contributions unless the contract is awarded pursuant to a fair and open process.

Reportable campaign contributions (as defined by N.J.S.A. 19:44A-1 et seq.) may not have been made to any County committee of a political party in Gloucester County if a member of that political party is serving in an elective public office of Gloucester County at the time that 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.

The law further prohibits the business entity receiving the contract from making such contributions during the term of the contract, unless the contract is awarded pursuant to a fair and open process.

Having considered the limitations set forth above, the undersigned business entity hereby certifies that neither it nor anyone with an interest in it has, during the one year period preceding the award of the contract, made such a reportable contribution that would bar the award of a contract to it. The undersigned further certifies that neither it, nor anyone within an interest in it, will make any such contribution during the term of the contract awarded.

The undersigned is fully aware that if he/she has made any misrepresentation in this certification, he/she and/or the business entity will be liable for any penalty permitted under the law.

Name of Business Entity: Election Systems & Software, LLC
Signed: *Richard J. Jablonski* Title: VP of Finance
Print Name: Richard J. Jablonski Date: 08/04/2020

Note: Copies of certain portions of the applicable law are attached to this certification as an accommodation to the vendor. However, the vendor is responsible for determining and certifying its compliance with the applicable law.

PARTIAL SCHEDULE OF RELEVANT STATUTES

19:44A-20.6. Person as business entity; contributions by spouse or child of person; contributions by persons having interest in business

When a business entity is a natural person, a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity. When a business entity is other than a natural person, a contribution by any person or other business entity having an interest therein shall be deemed to be a contribution by the business entity.

19:44A-20.7. Definitions

As used in sections 2 through 12 of this act:

"business entity" means any natural or legal person, business corporation, professional services corporation, limited liability company, partnership, limited partnership, business trust, association or any other legal commercial entity organized under the laws of this State or of any other state or foreign jurisdiction;

"interest" means the ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit, as appropriate;

"fair and open process" means, at a minimum, that the contract shall be: publicly advertised in newspapers or on the Internet website maintained by the public entity in sufficient time to give notice in advance of the contract; awarded under a process that provides for public solicitation of proposals or qualifications and awarded and disclosed under criteria established in writing by the public entity prior to the solicitation of proposals or qualifications; and publicly opened and announced when awarded. The decision of a public entity as to what constitutes a fair and open process shall be final.

"State agency in the Legislative Branch" means the Legislature of the State and any office, board, bureau or commission within or created by the Legislative Branch.

19:44A-20.8. Duty to report contributions

a. Prior to awarding any contract, except a contract that is awarded pursuant to a fair and open process, a State agency in the Legislative Branch, a county, or a municipality shall require the business entity to which the contract is to be awarded to provide a written certification that it has not made a contribution that would bar the award of a contract pursuant to this act.

PARTIAL SCHEDULE OF RELEVANT STATUTES

b. A business entity shall have a continuing duty to report to the Election Law Enforcement Commission any contributions that constitute a violation of this act that are made during the duration of a contract.

19:44A-20.9. Repayment of contribution

If a business entity makes a contribution that would cause it to be ineligible to receive a public contract or, in the case of a contribution made during the term of a public contract, that would constitute a violation of this act, the business entity may request, in writing, within 60 days of the date on which the contribution was made, that the recipient thereof repay the contribution and, if repayment is received within those 60 days, the business entity would again be eligible to receive a contract or would no longer be in violation, as appropriate.

19:44A-20.10. Violation of act by business entity; penalty

A business entity which is determined by the Election Law Enforcement Commission to have willfully and intentionally made a contribution or failed to reveal a contribution in violation of this act may be liable to a penalty of up to the value of its contract with the public entity and may be debarred by the State Treasurer from contracting with any public entity for up to five years.

C-1

**RESOLUTION AUTHORIZING A CONTRACT WITH TRIAD ASSOCIATES,
FROM SEPTEMBER 1, 2020 TO AUGUST 31, 2021,
IN AN AMOUNT NOT TO EXCEED \$45,000.00**

WHEREAS, the County of Gloucester requires the services of a Planning Consultant/ Project Implementation Manager on various projects for the County's Planning Division relative to the Community Development Block Grant and HOME Investment Partnership Programs and the County requested proposals via RFP#20-044 from interested providers and evaluated those proposals consistent with the New Jersey Local Public Contracting Law and the County's fair and open procurement process; and

WHEREAS, the contract shall be for estimated units of service in an amount not to exceed \$45,000.00, from September 1, 2020 to August 31, 2021, and may be awarded pursuant to N.J.S.A.40A:11-5(1)(a)(i), et seq., in that the subject matter of the contract is for professional services; and

WHEREAS, based on the established criteria, the evaluation concluded that Triad Associates, with offices at 1301 W. Forrest Grove Road, Vineland, New Jersey 08360, made the most advantageous proposal; and

WHEREAS, a Certificate of Availability of Funds has not been issued at this time as this is an open-ended contract, which does not obligate the County to make any purchase, and prior to any purchase being made and/or services being rendered 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 service, identifying the line item from the County budget out of which said funds will be paid.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that the Director of the Board be and is hereby authorized to execute and the Clerk of the Board be and is hereby authorized to attest to the contract with Triad Associates, for consulting and project implementation services relative to the Community Development Block Grant and HOME Investment Partnership Programs, in an amount not to exceed \$45,000.00, from September 1, 2020 to August 31, 2021; 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; and

BE IT FURTHER RESOLVED before any purchase be made pursuant to the within award, a certification must be obtained from the Treasurer of the County of Gloucester 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 Gloucester County Board of Chosen Freeholders, County of Gloucester, held on Wednesday, August 26, 2020 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

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

**PROFESSIONAL SERVICES CONTRACT
BETWEEN
COUNTY OF GLOUCESTER
AND
TRIAD ASSOCIATES**

THIS CONTRACT is made this 26th day of August, 2026, by and between the **COUNTY OF GLOUCESTER**, a body politic and corporate, with offices in Woodbury, New Jersey, hereinafter referred to as "**County**," and **TRIAD ASSOCIATES**, of 1301 W. Forrest Grove Road, Vineland, New Jersey 08360, hereinafter referred to as "**Contractor**".

RECITALS

WHEREAS, the County of Gloucester has determined that there is a need for the services of Planning Consultant and Project Implementation and Activity Delivery Services for its Community Development Block Grant (CDBG) and HOME Investment Partnership (HOME) Programs as per **RFP#20-044**; and

WHEREAS, this contract is awarded pursuant to and consistent with Gloucester County's fair and open procurement process and the terms and provisions of N.J.S.A. 19:44A-20.4; and

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

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

TERMS OF AGREEMENT

1. **TERM**. The term of the contract shall be from September 1, 2020 to August 31, 2021.
2. **COMPENSATION**. Contractor shall be compensated in an amount not to exceed \$45,000.00, pursuant to the rates submitted by the Contractor in the proposal, dated June 17, 2020, and/or in accordance with Attachment A attached hereto.

It is agreed and understood that this is an open-ended contract, thereby requiring the County to use Contractor's services only on an as-needed basis. There is no obligation on the part of the county to make any purchase whatsoever.

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 as set forth in the County's RFP#20-044 and Contractor's responsive proposal dated June 17, 2020, which are incorporated in their entirety by reference and made part of this Contract. Should there occur a conflict between this form of contract and RFP#20-044, this contract shall prevail.

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

4. FURTHER OBLIGATIONS OF THE PARTIES. During the performance of this Contract, the parties agree as follows, where applicable:

The Contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of gender, age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation and gender identity or expression, disability, nationality, sex, veteran status or military service. 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 and gender identity or expression, disability, nationality, sex, veteran status, or military service. Such equal employment opportunities 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 non-discrimination clause.

The Contractor or subcontractor, where applicable, will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to gender, 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, where applicable, 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, where applicable, agrees to make good faith efforts to meet targeted 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 the County a copy of all current licenses 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 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 RFP#20-044 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 any time by a notice in writing from the County to the Contractor. If the Contract is terminated by the County as provided herein, the Contractor will be paid for the services rendered to the time of termination.

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

F. Termination shall not operate to affect the validity of the indemnification provisions of this Contract, nor to prevent the County from pursuing any other relief 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 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 and with companies deemed satisfactory by County, and which shall be in compliance with any applicable requirements of the State of New Jersey. Contractor shall, simultaneously with the execution of this Contract, deliver certifications of said insurance to County, naming County as an additional insured.

If Contractor is a member of a profession 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 service 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. **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. **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. **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.

16. **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.

17. **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.

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

19. **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.

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 RFP#20-044 issued by the County, and Contractor's responsive proposal, dated June 17, 2020. If there is a conflict between this contract and the specifications or the Contractor's proposal, then this contract and the specification 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:

TRIAD ASSOCIATES

**By: MICHAEL ZUMPINO,
Title: CHAIRMAN**

ATTACHMENT A

Payment Schedule

The services provided under this agreement shall be paid for monthly by the County, payable after the services are completed and the invoice is submitted and approved by the County. Purchasing will then match the invoice with the voucher, receiving report and purchase order. After all paperwork is reviewed the voucher will be prepared for payment. Invoices will be payable consistent with the Contractor's cost proposal below:

Flat rate schedule:

- ♦ Preparation of PY2021 Annual Action Plan \$ 8,900
- ♦ Preparation of PY2021 Environmental Review Record \$ 6,120
- ♦ Preparation of PY2020 CAPER \$ 7,500

Technical Services Hourly **"blended"** rate schedule per the RFP: \$150/hour \$ 22,480

- ♦ Principal (Chairman/President/Vice President)
- ♦ Technical Advisor
- ♦ Senior Associate
- ♦ Associate
- ♦ Junior Associate

The following services are provided under the technical services component of this contract include, but are not limited to:

- ♦ Preparation and submission of formal USDA Housing Preservation Grant (HPG) application
- ♦ Technical advisory services for administration of HPG
- ♦ Strategy and Application for available grants/funds related to economic and community development
- ♦ Assist with monitoring of Public Services, Housing Rehabilitation and Labor Compliance Files, and other programs as needed
- ♦ Assist with contract/labor standard compliance
- ♦ Assist with Administration/Implementation of Housing Rehabilitation and Downpayment Assistance Programs as needed
- ♦ Provide HOME/Subsidy layering analysis
- ♦ Develop and Implement IDIS Training and Technical Assistance component
- ♦ Amendments to Action Plan including change of projects/activities and Environmental review records
- ♦ Strategies for implementing current funding sources
- ♦ Provide General Technical Services as required

C-2

**RESOLUTION AUTHORIZING A CONTRACT WITH MASER CONSULTING, P.A.,
FROM SEPTEMBER 1, 2020 TO AUGUST 31, 2021, IN AN AMOUNT NOT TO
EXCEED \$60,000.00**

WHEREAS, the County of Gloucester requires the services of a Housing Inspector/engineering services for the Community Development Block Grant (CDBG) and HOME Investment Partnership Programs and the County requested proposals via RFP#20-043 from interested providers and evaluated those proposals consistent with the New Jersey Local Public Contracting Law and the County's fair and open procurement process; and

WHEREAS, the contract shall be for estimated units of service in an amount not to exceed \$60,000.00, from September 1, 2020 to August 31, 2021, and may be awarded pursuant to the provisions of N.J.S.A. 40A:11-5(1)(a)(i) et seq., in that the subject matter of the contract is for the provision of professional services; and

WHEREAS, based on the established criteria, the evaluation concluded that Maser Consulting, P.A. with offices at 500 Scarborough Drive, Suite 108, Egg Harbor Township, New Jersey 08234, made the most advantageous proposal; and

WHEREAS, the Certificate of Availability of Funds has not been issued at this time as this is an open-ended contract, which does not obligate the County to make any purchase, and prior to any purchase being made and/or services being rendered pursuant to the within award, a Certificate of Availability shall be obtained from the Treasurer of the County of Gloucester certifying that sufficient monies are available at that time for that particular purpose and identifying the line item of the County budget from which said funds will be paid.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that the Director of the Board be and is hereby authorized to execute and the Clerk of the Board be and is hereby authorized to attest to the contract with Maser Consulting, P.A. for the provision of Housing Inspector/engineering services relative to the CDBG and HOME Investment Partnership Programs, in an amount not to exceed \$60,000.00, from September 1, 2020 to August 31, 2021; 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; and

BE IT FURTHER RESOLVED before any purchase be made pursuant to the within award, a certification must be obtained from the Treasurer of the County of Gloucester 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 Gloucester County Board of Chosen Freeholders, County of Gloucester, held on Wednesday, August 26, 2020 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

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

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

THIS CONTRACT is made this 26th day of August, 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 **MASER CONSULTING, P.A.** of 500 Scarborough Drive, Suite 108, Egg Harbor Township, New Jersey 08234 hereinafter referred to as "**Contractor**".

RECITALS

WHEREAS, the County of Gloucester has determined that there is a need for the services of Housing Inspector/Engineering Services for its Owner Occupied Rehabilitation Program funded by the Community Development Block Grant (CDBG) and HOME Investment Partnership (HOME) Programs as per **RFP#20-043**; and

WHEREAS, this contract is awarded pursuant to and consistent with Gloucester County's fair and open procurement process and the terms and provisions of N.J.S.A. 19:44A-20.4; and

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

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

TERMS OF AGREEMENT

1. **TERM.** The term of the contract shall be from September 1, 2020 to August 31, 2021.
2. **COMPENSATION.** Contractor shall be compensated as per the proposal submitted by the Contractor, dated June 17, 2020, incorporated in its entirety by reference and made part of this Contract in an amount not to exceed \$60,000.00.

It is agreed and understood that this is an open-ended contract, thereby requiring the County to use Contractor's services only on an as-needed basis. There is no obligation on the part of the county to make any purchase whatsoever.

Contractor shall be paid in accordance with this Contract document upon County's 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 as set forth in the County's RFP#20-043 and Contractor's responsive proposal, which are incorporated in their entirety by reference and made a part of this Contract. Should there occur a conflict between this form of contract and RFP#20-043 and/or the Contractor's proposal, this Contract shall prevail. Should there occur a conflict between the RFP and the Contractor's proposal, the RFP shall prevail.

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

4. FURTHER OBLIGATIONS OF THE PARTIES. During the performance of this Contract, the parties agree as follows, where applicable:

The Contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of gender, age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation and gender identity or expression, disability, nationality, sex, veteran status or military service. 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 and gender identity or expression, disability, nationality, sex, veteran status or military service. Such equal employment opportunities shall include, but not be limited to, the following: employment, promotion, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

The Contractor or subcontractor, where applicable, will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to gender, 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, where applicable, 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, where applicable, agrees to make good faith efforts to meet targeted 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 the County a copy of all current licenses 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 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 any 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 RFP#20-043 which are specifically referred to and incorporated herein by reference.

B. If Contractor or Subcontractor 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, provisions, terms, conditions, 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 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, negligence, or gross misconduct 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 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 in writing.

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 mental or physical injuries or disabilities, including death, to employees or recipients of the Contractor's services or to any other third party, 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 or omissions 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 and with companies deemed satisfactory by County, and which shall be in compliance with any applicable requirements of the State of New Jersey. Contractor shall, simultaneously with the execution of this Contract, deliver certifications of said insurance to County, naming County as an additional insured.

If Contractor is a member of a profession 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 service 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. **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 or subcontractors, 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. **CHANGES.** This Contract may be modified by approved written 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 in writing. The cost or credit to the County from change in this Contract shall be determined by mutual agreement before executing the change involved.

16. **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.

17. **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.

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

19. **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.

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 RFP#20-043 issued by the County, and Contractor's responsive proposal, dated June 17, 2020. If there is a conflict between this contract and the specifications or the Contractor's proposal, then this contract and the specification shall control.

THIS CONTRACT is dated this 26th day of August, 2020.

IN WITNESS WHEREOF, the County has caused this instrument to be signed by its Director, attested by its Clerk, and its corporate seal affixed hereunto, 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: J. TIMOTHY KERNAN, PE, PP, CME

RESOLUTION AUTHORIZING CHANGE ORDER #02-FINAL TO DECREASE THE CONTRACT WITH SOUTH STATE, INC. BY \$192,152.11

WHEREAS, the County of Gloucester (hereinafter "County") previously received public bids regarding construction of the Monroe/Washington Township Bicycle Connector in the Townships of Washington and Monroe, as set forth in Engineering Specifications #13-08FA (hereinafter the "Project"); and

WHEREAS, by Resolution adopted on June 5, 2019, the County awarded a contract for the Project to South State, Inc. for \$2,817,977.75, and thereafter, by Resolution adopted March 18, 2020 the County approved Change Order #01 to increase the contract by \$38,821.46, due to construction delays, supplemental items and quantity increases, resulting in a new total contract amount of \$2,856,799.21; and

WHEREAS, the County Engineer has recommended Change Order #02-Final to decrease the contract by \$192,152.11 due to final as-built quantity adjustment, resulting in a new total contract amount of \$2,664,647.10.

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, Change Order #02-Final to decrease the contract with South State, Inc. by \$192,152.11, resulting in a new total contract amount of \$2,664,647.10.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on August 26, 2020 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

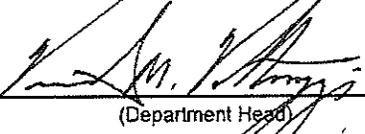
ATTEST:

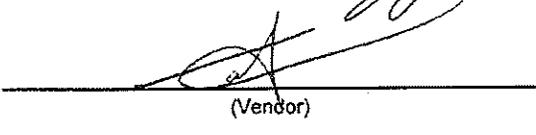
**LAURIE J. BURNS,
CLERK OF THE BOARD**

**COUNTY OF GLOUCESTER
CHANGE ORDER FORM (FINAL)**

- 1. Name & Address of Vendor: South State, Inc.
202 Reeves Rd.
Bridgeton, NJ 08302
- 2. Description of Project or Contract: Monroe/Washington Twp Bicycle Connector
- 3. Date of Original Contract: 5-Jun-19
- 4. P.O. Number: PO 19-04178
- 5. Amount of Original Contract: \$2,817,977.75
- 6. Amount of Previously Authorized Change Order \$38,821.46
- 7. Amount of this Change Order No. 2 Final: -\$192,152.11
- 8. New Total Amount of Contact (Total of Numbers 5, 6 & 7 Above) \$2,664,647.10

9. Need or Purpose of this Change Order: A time extension requested by the Contractor due to various construction delays as specified in TIE #2 and TIE #3 (attached). Approved supplemental items as deemed necessary by the County for the construction of the project. As-built quantity adjustment/final change order. This project is federally funded.

This change order requested by  on 8-13-2020
(Department Head) (Date)

Accepted by  on 8-11-20
(Vendor) (Date)

Approved by the Board of Chosen Freeholders, County of Gloucester

Attest:

By: Laurie J. Burns Clerk of the Board Robert M. Damminger, Director

To All Vendors:

This Change Order is not official nor authorized until such time as this Change Order is accepted by The Board of Chosen Freeholders, County of Gloucester with appropriate Resolution.

**NEW JERSEY DEPARTMENT OF TRANSPORTATION
DIVISION OF LOCAL AID & ECONOMIC DEVELOPMENT
FEDERAL AID CHANGE ORDER**

Sheet 1 of 4
Order No. 2 Final
Interim
Final
Date 7/30/20

Project Monroe/Washington Township Bicycle Connector
Federal Project No. TAP-D00S(024) Doc. No. _____ NJDOT Job No. 6218321
Contractor South State, Inc.

You are hereby directed to implement the following changes in accordance with the provisions of the specifications for this contract.

Nature and reason of order:

A time extension requested by the Contractor due to various construction delays as specified in TIE #2 and TIE #3 (attached).

Approved supplemental items as deemed necessary by the County for construction of the project.

As-built quantity adjustment/final change order.

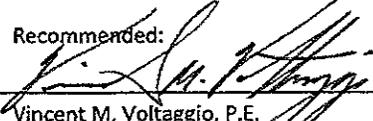
Extension Reduction of time recommended this order 144 days

CONTRACT AMOUNT	ROAD	BRIDGE	TOTAL
Amount of original contract	\$ 2,817,977.75	\$ (N/A)	\$ 2,817,977.75
Adjusted amount based on order Nos. <u>1</u> , <u>2</u> , _____	\$ 2,664,647.10	\$ (N/A)	\$ 2,664,647.10

ORDER NO. <u>2 Final</u>	<input checked="" type="checkbox"/> Road	<input type="checkbox"/> Bridge	<input type="checkbox"/> Other
	Road	Bridge	Total
New Work	\$ 47,827.44	\$ _____	\$ _____
Quantity Increases	\$ 83,408.34	\$ _____	\$ _____
Quantity Decreases	\$ 323,486.89	\$ _____	\$ _____
Total	\$ -192,152.11	\$ _____	\$ _____

CONTRACT TIME	
Original Completion Date	November 16, 2019
Adjustment This Order (+ or -)	144
Previous Adjustments (+ or -)	51
Adjusted Completion Date	May 29, 2020

Recommended:


Vincent M. Voltaggio, P.E.
Gloucester County Engineer

8-13-2020
Date

Approved:

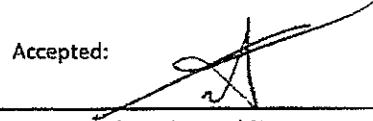
Robert M. Damminger
Freeholder Director

Date

Approved:

Manager, Local Aid, District 4
Name: _____ Date

Accepted:


Contractor's Authorized Signature Date 8-11-20

Unprotected
 Protested by letter dated _____ attached.

Name Souni Malaneson

Title PROJECT MANAGER

**NEW JERSEY DEPARTMENT OF TRANSPORTATION
DIVISION OF LOCAL AID & ECONOMIC DEVELOPMENT
FEDERAL AID CHANGE ORDER**

Sheet 2 of 4
Order No. 2 Final
Interim
Final
Date 7/30/20

Project Monroe/Washington Township Bicycle Connector
Federal Project No. TAP-D00S(024) Doc. No. _____ NIDOT Job No. 6218321
Contractor South State, Inc.

ITEM NO.	DESCRIPTION	QUANTITY [+ Increase "or" - Decrease "or" New Work]	UNIT	UNIT PRICE	AMOUNT
	Supplemental Items				
S-7	Emerald Greens, 7'-8' Tall	+105	UN	\$375.00	\$39,375.00
S-8	Wood Mulching	+99.7	SY	\$6.00	\$598.20
S-9	Park Benches	+4	UN	\$1,963.56	\$7,854.24
				Total:	\$47,827.44
	Quantity Increases				
23	Concrete Sidewalk, 4" Thick	+92.75	SY	\$90.00	\$8,347.50
27	Traffic Stripes, Long-Life, Epoxy Resin 4"	+1036	LF	\$0.29	\$300.44
38	RPM, Bi-Directional, Blue Lens	+5	Unit	\$31.00	\$155.00
39	RPM, Bi-Directional, Red/White Lens	+25	Unit	\$31.00	\$775.00
40	RPM, Bi-Directional, Amber Lens	+123	Unit	\$31.00	\$3,813.00
43	Removal of Traffic Stripes	+19280	LF	\$0.54	\$10,411.20
55	Chain-Link Fence, Black PVC-Coated Steel, 6' High	+96	LF	\$35.00	\$3,360.00
70	Police Traffic Directors	+787.5	MH	\$60.00	\$47,250.00
78	Topsoil Stabilization Mat	+486.22	SY	\$10.00	\$4,862.20
S-2	Test Pit	+9.36	CY	\$400.00	\$3,744.00
S-3	Vinyl Three Rail Ranch Style Fencing, White	+13	LF	\$30.00	\$390.00
				Total:	\$83,408.34

	Quantity Decreases				
3	Excavation, Unclassified	-944.45	CY	\$38.00	-\$35,889.10
11	Geotextile Fabric	-1215.54	SY	\$2.50	-\$3,038.85
12	HMA Milling 3" or Less	-3557.31	SY	\$4.75	-\$16,897.22
13	Hot Mix Asphalt 9.5H65 Leveling Course	-500	Ton	\$40.00	-\$20,000.00
14	Tack Coat	-4686.6	Gal	\$0.01	-\$46.87
15	Dense-Graded Aggregate, 6" Thick	-780.93	SY	\$20.00	-\$15,618.60
16	Hot Mix Asphalt 19M64 Base Course, 4" Thick	-36.71	Ton	\$100.00	-\$3,671.00
17	Hot Mix Asphalt 12.5ME Surface Course, 3"	-614.45	Ton	\$94.00	-\$57,758.30
18	Open-graded 9.5MM Friction Course, 2-1/2" Thick	-55.70	Ton	\$105.00	-\$5,848.50
19	Coarse Aggregate, No. 57 Stone, 6" Thick	-30.64	SY	\$17.00	-\$520.88
20	Detectable Warning Surface	-14.10	SY	\$250.00	-\$3,525.00
21	Hot Mix Asphalt Driveway, 2" Thick	-310.84	SY	\$30.00	-\$9,325.20
22	Concrete Island Reinforced, 8" Thick	-7.04	SY	\$125.00	-\$880.00
24	Curb Piece	-1	Unit	\$400.00	-\$400.00
25	Reconstructed Inlet, Type B, Using Existing Casting	-3	Unit	\$1500.00	-\$4,500.00
26	9"x18" Concrete Vertical Curb	-611.55	LF	\$38.00	-\$23,238.90
28	Traffic Markings, Thermoplastic	-449.4	SF	\$5.15	-\$2,314.41
29	MMA Bike Lane Treatment	-94.65	SF	\$7.65	-\$724.07
30	Concrete Driveway Reinforced, 6" Thick	-50.85	SY	\$125.00	-\$6,356.25
31	Polymerized Joint Adhesive	-11000	LF	\$1.50	-\$16,500.00
32	18" Corrugated Metal Pipe	-16	LF	\$250.00	-\$4,000.00
33	Beam Guide Rail Element	-231	LF	\$25.00	-\$5,775.00
34	Bicycle Safe Grate	-1	Unit	\$400.00	-\$400.00
36	Regulatory Warning and Guide Signs	-55	SF	\$42.00	-\$2,310.00
37	Reflective "U" Post Inserts	-9	Unit	\$45.00	-\$405.00

41	Reset Existing Casting	-2	Unit	\$450.00	-\$900.00
42	Reset Valve Box	-8	Unit	\$50.00	-\$400.00
59	Deciduous Shrub, 4'-5' High	-105	Unit	\$75.00	-\$7,875.00
60	Small Deciduous Tree, 6'-8' High	-20	Unit	\$450.00	-\$9,000.00
71	Flashing Arrow Board, 4'x8'	-3	Unit	\$10.00	-\$30.00
72	Traffic Control Truck with Mounted Crash Cushion	-3	Unit	\$100.00	-\$300.00
73	Construction Signs	-120	Unit	\$15.00	-\$1,800.00
74	Drum	-242	Unit	\$1.00	-\$242.00
75	Traffic Cones	-225	Unit	\$1.00	-\$225.00
76	Breakaway Barricade	-30	Unit	\$1.00	-\$30.00
77	Turf Repair Strip	-5830	LF	\$0.25	-\$1,457.50
79	Topsoiling, 4" Thick	-356.5	SY	\$6.00	-\$2,139.00
80	Fertilizing and Seeding, Type A-3	-356.5	SY	\$0.50	-\$178.25
81	Straw Mulching	-100	SY	\$0.01	-\$1.00
82	Asphalt Price Adjustment	-0.8580252	LS	\$25000.00	-\$21,450.63
83	Fuel Price Adjustment	-1.258818	LS	\$20000.00	-\$25,176.36
84	Heavy Duty Silt Fencing	-1370	LF	\$7.00	-\$9,590.00
85	Inlet Protection	-4	Unit	\$100.00	-\$400.00
106	Bollard	-3	Unit	\$750.00	-\$2,250.00
				Total:	-\$323,387.89

Amount of Original Contract	\$	2,817,977.75
Adjusted Amount Based on Change Order No. <u>1</u> , <u>2</u> , _____	\$	2,664,647.10
Total Change (+ or -)	\$	-\$153,330.65
% Change in Contract [(+) Increase or (-) Decrease]		-5.44%

RESOLUTION AUTHORIZING A TRAFFIC SIGNAL AGREEMENT WITH THE TOWNSHIP OF WASHINGTON REGARDING THE INTERSECTION AT MOUNT PLEASANT ROAD AND BLACKWOOD-BARNSBORO ROAD (CR 603)

WHEREAS, a traffic condition exists on Blackwood-Barnsboro Road (CR 603) where it intersects with Mount Pleasant Road in the Township of Washington, which requires the installation and operation of a traffic signal in order to minimize the number of potential accidents and to expedite the safe movement of pedestrian and vehicular traffic; and,

WHEREAS, a Traffic Signal Agreement has been proposed and prepared for execution between the County of Gloucester and the Township of Washington with respect to the costs of installation, inspection, operation, maintenance, and enforcement of the traffic signal.

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

- (1) That the Director of the Board and the Clerk of the Board be and are hereby authorized to execute the Traffic Signal Agreement (TF-18-17) by and between the County and the Township of Washington, regarding the traffic light on Blackwood-Barnsboro Road (CR 603) where it intersects with Mount Pleasant Road.
- (2) That all conditions and responsibilities of the County of Gloucester and the Township of Washington shall be in accordance with the terms and provisions of said Traffic Signal Agreement annexed hereto and made a part hereof.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on August 26, 2020 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

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

🌀 Traffic Signal Agreement 🌀

THIS AGREEMENT, is made this ____ day of _____, 2020, between the **COUNTY OF GLOUCESTER**, hereinafter referred to as “County”, and the **TOWNSHIP OF WASHINGTON**, hereinafter referred to as “Township”.

WHEREAS, a traffic condition exists at Blackwood-Barnsboro Road (CR 603) where it intersects Mount Pleasant Road in the Township of Washington, County of Gloucester, State of New Jersey, which requires the installation and operation of a traffic signal in order to minimize the number and severity of traffic accidents, and to expedite the safe movement of traffic, and

WHEREAS, the parties wish to enter into an agreement with respect to the installation, inspection, operation, maintenance, and enforcement of the traffic signal, and

WHEREAS, it is the purpose of this agreement to provide for the participation of the County, and the Borough in the cost of the design, installation, inspection, maintenance, operation, and enforcement of the said traffic signal, at the aforesaid intersection;

NOW, THEREFORE, WITNESSETH, that for and in consideration of the mutual covenants and agreements contained herein, the County and the Township agree as follows:

1. The County shall prepare appropriate design drawings and specifications for the construction and installation of a traffic signal at the Intersection for the review and final approval of the County’s Engineer.
2. The County shall submit to the County’s Engineer the design drawings and specifications for the traffic signal for review and final approval; and shall be responsible to obtain such approval.
3. The County Engineer shall review the traffic signal design drawings and specifications, and when same meet with all applicable Federal, State, County and Municipal statutes, laws, rules, regulations, and ordinances, issue a final approval of and for them.
4. The County Engineer will determine the character, type, location, and operation of the traffic signal in accordance with N.J.S.A. 39:4-120, and all other applicable statutes, laws, rules and regulations.
5. The County shall construct and install the traffic signal in accordance with the design drawings and specifications that are given final approval by the County Engineer.
6. The Township’s electrical inspector shall inspect the electrical installation for the traffic signal upon completion, and certify it to the electrical utility.
7. The cost of approval, design, installation and construction of the traffic signal shall be borne and paid by the County.
8. The Township shall pay all the cost of the electrical power for the traffic signal following completion of the construction and installation of same; and shall continue to be responsible for the payment of the ongoing electrical power for the traffic signal, as long as the traffic signal shall remain in operation.
9. Prior to the traffic signal being made operational, the County Engineer, shall inspect the traffic signal to verify that it has been properly constructed and installed.
10. The County, at its sole cost and expense, shall periodically inspect, and provide all routine maintenance for the traffic signal.

11. If the County or Township desires to have the traffic signal, or any part of it, relocated in the future, any cost incurred in the relocation shall be borne by the party requesting same. No relocation of the traffic signal may be undertaken unless the County and Township shall both agree in writing to same.
12. If the County requests assistance of the Township Police Department during construction, routine or emergency maintenance of the traffic signal, the Township shall provide traffic assistance at no cost to the County. If Police assistance is required for construction or routine maintenance of the traffic signal, the County shall schedule same with the Township Police Department at least forty-eight (48) hours in advance. In an emergency, the Police Department shall respond as necessitated by a County request; and no work will be undertaken without police protection, if deemed necessary by the County in its sole discretion.
13. The Township hereby agrees that it will defend, indemnify and save the County harmless from and against any and all claims resulting from the acts or omissions of its agents, servants, employees or contractors.
14. The County hereby agrees that it will defend, indemnify and save the Township harmless from and against any and all claims resulting from the acts or omissions of its agents, servants, employees, or contractors.
15. The County and the Township certify that all things required by law to be done and performed by them to enable them to carry out this Agreement have been done and performed, or will be done and performed in a timely manner.
16. The operation of the traffic signal shall not be discontinued unless the County and Township shall both agree in writing to such discontinuance, and removal of same.
17. This Agreement shall be governed by the laws of the State of New Jersey.
18. The County may record this Agreement with the County Clerk.

IN WITNESS WHEREOF, the County of Gloucester and the Township of Washington have caused this Agreement to be duly executed by their proper officers and attested by their Clerks, and have caused their corporate seal to be affixed hereto on the day and year first written above.



COUNTY OF GLOUCESTER

ATTEST:

ROBERT M. DAMMINGER, DIRECTOR

Laurie J. Burns, Clerk of the Board

TOWNSHIP OF WASHINGTON

ATTEST:

JOANN GATTINELLI, MAYOR

Christine Ciallella, Municipal Clerk

**RESOLUTION AUTHORIZING A TRAFFIC SIGNAL AGREEMENT WITH THE
TOWNSHIP OF WASHINGTON REGARDING THE INTERSECTION AT EGG
HARBOR ROAD AND BLACKWOOD-BARNSBORO ROAD (CR 603)**

WHEREAS, a traffic condition exists on Blackwood-Barnsboro Road (CR 603) where it intersects with Egg Harbor Road in the Township of Washington, which requires the installation and operation of a traffic signal in order to minimize the number of potential accidents and to expedite the safe movement of pedestrian and vehicular traffic; and,

WHEREAS, a Traffic Signal Agreement has been proposed and prepared for execution between the County of Gloucester and the Township of Washington with respect to the costs of installation, inspection, operation, maintenance, and enforcement of the traffic signal.

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

- (1) That the Director of the Board and the Clerk of the Board be and are hereby authorized to execute the Traffic Signal Agreement (TF-18-75) by and between the County and the Township of Washington, regarding the traffic light on Blackwood-Barnsboro Road (CR 603) where it intersects with Egg Harbor Road.
- (2) That all conditions and responsibilities of the County of Gloucester and the Township of Washington shall be in accordance with the terms and provisions of said Traffic Signal Agreement annexed hereto and made a part hereof.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on August 26, 2020 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

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

🌀 Traffic Signal Agreement 🌀

THIS AGREEMENT, is made this ____ day of _____, 2020, between the **COUNTY OF GLOUCESTER**, hereinafter referred to as “County”, and the **TOWNSHIP OF WASHINGTON**, hereinafter referred to as “Township”.

WHEREAS, a traffic condition exists at Egg Harbor Road (CR 630) where it intersects Blackwood-Barnsboro Road (CR 603) in the Township of Washington, County of Gloucester, State of New Jersey, which requires the installation and operation of a traffic signal in order to minimize the number and severity of traffic accidents, and to expedite the safe movement of traffic, and

WHEREAS, the parties wish to enter into an agreement with respect to the installation, inspection, operation, maintenance, and enforcement of the traffic signal, and

WHEREAS, it is the purpose of this agreement to provide for the participation of the County, and the Borough in the cost of the design, installation, inspection, maintenance, operation, and enforcement of the said traffic signal, at the aforesaid intersection;

NOW, THEREFORE, WITNESSETH, that for and in consideration of the mutual covenants and agreements contained herein, the County and the Township agree as follows:

1. The County shall prepare appropriate design drawings and specifications for the construction and installation of a traffic signal at the Intersection for the review and final approval of the County’s Engineer.
2. The County shall submit to the County’s Engineer the design drawings and specifications for the traffic signal for review and final approval; and shall be responsible to obtain such approval.
3. The County Engineer shall review the traffic signal design drawings and specifications, and when same meet with all applicable Federal, State, County and Municipal statutes, laws, rules, regulations, and ordinances, issue a final approval of and for them.
4. The County Engineer will determine the character, type, location, and operation of the traffic signal in accordance with N.J.S.A. 39:4-120, and all other applicable statutes, laws, rules and regulations.
5. The County shall construct and install the traffic signal in accordance with the design drawings and specifications that are given final approval by the County Engineer.
6. The Township’s electrical inspector shall inspect the electrical installation for the traffic signal upon completion, and certify it to the electrical utility.
7. The cost of approval, design, installation and construction of the traffic signal shall be borne and paid by the County.
8. The Township shall pay all the cost of the electrical power for the traffic signal following completion of the construction and installation of same; and shall continue to be responsible for the payment of the ongoing electrical power for the traffic signal, as long as the traffic signal shall remain in operation.
9. Prior to the traffic signal being made operational, the County Engineer, shall inspect the traffic signal to verify that it has been properly constructed and installed.
10. The County, at its sole cost and expense, shall periodically inspect, and provide all routine maintenance for the traffic signal.

11. If the County or Township desires to have the traffic signal, or any part of it, relocated in the future, any cost incurred in the relocation shall be borne by the party requesting same. No relocation of the traffic signal may be undertaken unless the County and Township shall both agree in writing to same.
12. If the County requests assistance of the Township Police Department during construction, routine or emergency maintenance of the traffic signal, the Township shall provide traffic assistance at no cost to the County. If Police assistance is required for construction or routine maintenance of the traffic signal, the County shall schedule same with the Township Police Department at least forty-eight (48) hours in advance. In an emergency, the Police Department shall respond as necessitated by a County request; and no work will be undertaken without police protection, if deemed necessary by the County in its sole discretion.
13. The Township hereby agrees that it will defend, indemnify and save the County harmless from and against any and all claims resulting from the acts or omissions of its agents, servants, employees or contractors.
14. The County hereby agrees that it will defend, indemnify and save the Township harmless from and against any and all claims resulting from the acts or omissions of its agents, servants, employees, or contractors.
15. The County and the Township certify that all things required by law to be done and performed by them to enable them to carry out this Agreement have been done and performed, or will be done and performed in a timely manner.
16. The operation of the traffic signal shall not be discontinued unless the County and Township shall both agree in writing to such discontinuance, and removal of same.
17. This Agreement shall be governed by the laws of the State of New Jersey.
18. The County may record this Agreement with the County Clerk.

IN WITNESS WHEREOF, the County of Gloucester and the Township of Washington have caused this Agreement to be duly executed by their proper officers and attested by their Clerks, and have caused their corporate seal to be affixed hereto on the day and year first written above.



COUNTY OF GLOUCESTER

ATTEST:

ROBERT M. DAMMINGER, DIRECTOR

Laurie J. Burns, Clerk of the Board

TOWNSHIP OF WASHINGTON

ATTEST:

JOANN GATTINELLI, MAYOR

Christine Ciallella, Municipal Clerk

**RESOLUTION AUTHORIZING AN EMERGENCY CONTRACT WITH
R.E. PIERSON CONSTRUCTION CO., INC. FOR \$305,900.00 FROM
AUGUST 26, 2020 TO COMPLETION OF THE PROJECT**

WHEREAS, the County of Gloucester has executed a proclamation to declare an emergency regarding conditions at Oldmans Creek Road and Auburn Road due to Tropical Storm Isaias and additional severe summer storms throughout August, 2020, which have resulted in extensive damage to public and private infrastructure and created hazardous conditions in the Townships of Woolwich, Logan, East Greenwich, South Harrison and Franklin (Engineering Project #20-12); and

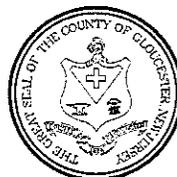
WHEREAS, the County Public Works Department and the County’s Qualified Purchasing Agent have concurred that an emergency exists as per the Certification of Request for an Emergency Purchase which is attached to the original of this Resolution, a copy of which is on file in the Office of the Clerk of the Board; and

WHEREAS, pursuant to N.J.S.A. 40A:11-6 a contract outside of public bidding procedures is necessary to ensure the public health, safety and welfare of the citizens of the County, and shall be awarded to R.E. Pierson Construction Co., Inc. of 426 Swedesboro Road, P.O. Box 430, Woodstown, NJ 08098 as a qualified contractor to complete the required repairs for \$305,900.00, from August 26, 2020 to completion of the project; and

WHEREAS, the County Treasurer has certified the availability of funds pursuant to C.A.F. No. 20-06719, which amount shall be 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 Freeholder Director is authorized to execute and the Clerk of the Board is directed to attest to the contract hereby awarded to R.E. Pierson Construction Co., Inc. pursuant to N.J.S.A. 40A:11-6, for the hereinabove emergency repairs as set forth in Engineering Project #20-12 for \$305,900.00, commencing August 26, 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 August 26, 2020 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

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

PROCLAMATION OF COUNTY DISASTER / EMERGENCY DECLARATION

To all citizens and persons within the County of Gloucester, in the State of New Jersey, and to all departments, divisions, bureaus and offices of both our county and municipal governments:

WHEREAS, pursuant to the powers vested in me by (Chapter 251 of the Laws of 1942 as amended and supplemented, N.J.S.A. App. A-9-30 et. Seq.: N.J.S.A. 40-48-1 (6), I have declared that a county-wide disaster/emergency exists within the Gloucester County; and

WHEREAS, the aforesaid laws authorize the promulgation of such orders, rules and regulations, as are necessary, to meet the various problems which have or may be presented by such a disaster/emergency; and

WHEREAS, by reason of the emergency conditions resulting from Tropical Storm Isaias, and further aggravated by a succeeding series of severe summer storms, all of which resulted in extensive damage to public and private infrastructure and which has created hazardous conditions in the affected jurisdictions of Gloucester County, and which threatens the health, safety, and welfare of our residents and/or those working in in the affected areas, and

WHEREAS, it has been determined that certain municipal jurisdictions within Gloucester County should be designated as being within our declared disaster area, and further that certain measures need to be taken to insure that the authorities will be unhampered in their efforts to effect emergency repairs to public infrastructure, maintain law and order, re-establish critical routes of travel and effectively coordinate the response and mitigation activities of both public and private entities in order to protect the persons and property of the residents affected by the conditions:

NOW, THEREFORE, IN ACCORDANCE WITH the aforesaid laws, we do hereby promulgate and declare that an emergency exists in the following municipal jurisdictions:

Woolwich Township

Logan Township

East Greenwich Township

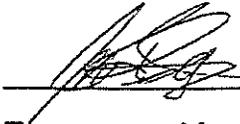
South Harrison Township

Franklin Township

Other municipalities as necessary, and as determined by the findings of the damage assessment processes that is continuing, and

Furthermore, to effect emergency repairs of roadways and other public infrastructure, access to emergency funding, needed by the county to purchase resources and/or contract for services, is necessary, and

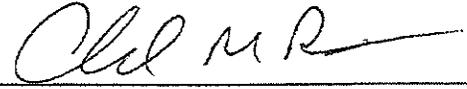
All municipal authorities and agencies of the affected jurisdictions will cooperate with the county in responding to the disaster and effecting emergency repairs to critical infrastructure.



Emergency Management Coordinator

August 11, 2020 12:00pm

Date and Time



County Administrator

August 11, 2020 12:00pm

Date and Time



Freeholder Director

August 11, 2020 12:00 pm

Date and Time

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

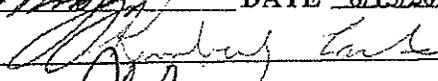
THE UNDERSIGNED DEPARTMENT HEAD (OR DESIGNATED AGENT) CERTIFIES AS FOLLOWS:

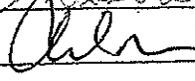
1. AN EMERGENCY CONDITION EXISTS IN: Public Works
(NAME OF DEPARTMENT)
2. THIS EMERGENCY OCCURRED ON: August 4, 2020 through August 13, 2020
(DATE)
3. THE NATURE OF THE EMERGENCY IS:
Hurricane Isaias and the heavy rain/storms that followed.

4. 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.
Washout of the roadway and drainage system.

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 # R0-20172 THE ESTIMATED COST OF FURNISHING THE MATERIALS, SUPPLIES OR SERVICES IS \$305,900.00
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  DATE 8/13/2020

QUALIFIED PURCHASING AGENT 

APPROVED BY COUNTY ADMINISTRATOR 

**CONTRACT BETWEEN
COUNTY OF GLOUCESTER
AND
R.E. PIERSON CONSTRUCTION CO., INC.**

THIS CONTRACT is made effective this 26th day of **August, 2020**, by and between the **COUNTY OF GLOUCESTER**, a body politic and corporate, with administrative offices at 2 South Broad Street, Woodbury, NJ 08096, hereinafter referred to as "**County**", and **R.E. PIERSON CONSTRUCTION CO., INC.**, a New Jersey Corporation, with an address of 426 Swedesboro Road, P.O. Box 430, Woodstown, NJ 08098, hereinafter referred to as "**Contractor**".

RECITALS

WHEREAS, there exists a need for the County to contract for emergency repairs to Oldmans Creek Road and Auburn Road due to Tropical Storm Isaisa and additional severe summer storms in August 2020, which resulted in extensive damage to public and private infrastructure and created hazardous conditions in the Townships of Woolwich, Logan, East Greenwich, South Harrison and Franklin, known as Engineering Project #20-12 (hereinafter "Project"); and

WHEREAS, Contractor represents that it is qualified to perform said services by providing all labor and materials necessary for the Project, and desires to so perform pursuant to the terms and provisions of this Contract.

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

TERMS OF AGREEMENT

1. **TERM**. The Contract shall commence on August 26, 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 an amount up to \$305,900.00, as per the Specifications issued by the County identified as #20-12 (hereinafter the "Specifications"), and the unit prices set out in the Contractor's Schedule of Prices annexed hereto as **Exhibit A** and incorporated herein.

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 emergency repairs required by the County to Oldmans Creek Road and Auburn Road due to Tropical Storm Isaisa and additional severe summer storms in August 2020, which resulted in extensive damage to public and private infrastructure and created hazardous conditions in the Townships of Woolwich, Logan, East Greenwich, South Harrison and Franklin, as set forth in this Contract and Specifications #20-12, which are incorporated herein in their entirety, and made a part hereof by reference.

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.** If the Contractor, or any of its subcontractors, 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 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.

7. **NO ASSIGNMENT OR SUBCONTRACT.** This Contract may not be assigned nor subcontracted by the Contractor, except as otherwise agreed in writing by both parties. Any attempted assignment or subcontract without such written consent shall be void with respect to the County and no obligation on the County's part to the subcontractor or assignee shall arise, unless the County shall elect to accept and to consent to such assignment or subcontract.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

18. GOVERNING LAW, JURISDICTION AND VENUE. This agreement and all questions relating to its validity, interpretation, performance or enforcement shall be governed by and construed in accordance with the laws of the State of New Jersey. The parties each irrevocably agree that any dispute arising under, relating to, or in connection with, directly or indirectly, this agreement or related to any matter which is the subject of or incidental to this agreement (whether or not such claim is based upon breach of contract or tort) shall be subject to the exclusive

jurisdiction and venue of the state and/or federal courts located in Gloucester County, New Jersey or the United States District Court, District of New Jersey, Camden, New Jersey. This provision is intended to be a "mandatory" forum selection clause and governed by and interpreted consistent with New Jersey law and each waives any objection based on forum non conveniens.

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

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

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

22. **CONTRACT PARTS.** This Contract consists of this Contract and the annexed Rider for "Differing Site Conditions", the Specifications #20-12, and Exhibit A, all of which are referred to and incorporated herein by reference. Should there occur a conflict between this form of Contract and Rider and the Specifications, then this Contract and Rider and the Specifications shall prevail.

THIS CONTRACT is effective as of this 26th day of **August, 2020**.

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

ATTEST:

COUNTY OF GLOUCESTER

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

**ROBERT M. DAMMINGER,
DIRECTOR**

ATTEST:

R. E. PIERSON CONSTRUCTION CO., INC.

**By:
Title:**

RIDER
DIFFERING SITE CONDITIONS

A. Differing Site Conditions.

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

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

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

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

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

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

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

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

B. Suspension of Work Provisions.

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

(2) If the performance of all or any portion of the work of the contract is suspended by the Contracting unit for more than ten (10) calendar days due to no fault of the Contractor or as a consequence of an occurrence beyond the Contracting unit's control, the Contractor shall be entitled to compensation for any resultant delay to the project completion or additional Contractor expenses, and to an extension of time, provided that, to the extent feasible, the Contractor, within ten (10) calendar days following the conclusion of the suspension, notifies the Contracting unit, in writing, of the nature and extent of the suspension of work. The notice shall include available supporting information, which information may thereafter be supplemented by the Contractor as needed and as may be reasonably requested by the Contracting unit. Whenever a work suspension exceeds 60 days, upon seven days' written notice, either party shall have the option to terminate the contract for cause and to be fairly and equitably compensated therefor.

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

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

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

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

C. Change in Character of Work Provisions.

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

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

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

(b) If the Contracting unit determines that the Contractor is not entitled to additional compensation or time, the Contractor shall continue the performance of all contract work, and shall be entitled to

pursue a claim against the Contracting unit for additional compensation or time attributable to the alleged material change.

(4) As used in this subsection, "material change" means a character change which increases or decreases the Contractor's cost of performing the work, increases or decreases the amount of time by which the Contractor completes the work in relation to the contractually required completion date, or both.

D. Change in Quantity Provisions.

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

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

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

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

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

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

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

EXHIBIT A

PIERSON

AUBURN ROAD REPAIRS

SCHEDULE OF PRICES

Item No.	Description	Quantity	Unit	Unit Price	Total Cost
1	CLEARING SITE	1	L.S.	21,000.00	21,000.00
2	9" x 18" CONCRETE VERTICAL CURB	100	L.F.	54.00	5,400.00
3	HOT MIX ASPHALT 12.5ME SURFACE COURSE, 2" THICK	30	TON	161.00	4,830.00
4	HOT MIX ASPHALT 19M64 BASE COURSE, 6" THICK	90	TON	137.00	12,330.00
5	ASPHALT SWALE	25	SY	178.00	4,450.00
6	INLET, DOUBLE TYPE 'B', WITH NEW CASTINGS	1	UNIT	7,900.00	7,900.00
7	REHABILITATE / CLEAN / RECONSTRUCT EXISTING VAULTS	2	UNIT	6,500.00	13,000.00
8	18" HIGH DENSITY POLYETHYLENE PIPE, SMOOTH WALLED INTERIOR	65	L.F.	89.00	5,785.00
9	RIP RAP STONE SLOPE AND CHANNEL PROTECTION, 36" THICK, D50=12" TO 24" (R-6)	200	S.Y.	148.00	29,600.00
10	I-14 SOIL AGGREGATE	400	CY	50.00	20,000.00
11	GEOTEXTILE STABILIZATION FABRIC	200	S.Y.	0.65	130.00
12	12" RENO MATTRESS	50	S.Y.	154.00	7,700.00
13	BEAM GUIDE RAIL	75	LF	78.00	5,850.00
14	BEAM GUIDE RAIL ANCHORAGE	1	UNIT	2,600.00	2,600.00
15	FINAL RESTORATION (TOPSOIL, SEED)	1	LS	7,480.00	7,480.00

AUBURN ROAD BID \$ 148,055.00

PIERSON

OLDMANS CREEK ROAD REPAIRS

SCHEDULE OF PRICES

Item No.	Description	Quantity	Unit	Unit Price	Total Price
1	CLEARING SITE	1	LS	15,000.00	15,000.00
2	9" x 18" CONCRETE VERTICAL CURB	100	L.F.	54.00	5,400.00
3	HOT MIX ASPHALT 12.5ME SURFACE COURSE, 2" THICK	20	TON	209.00	4,180.00
4	HOT MIX ASPHALT 19M64 BASE COURSE, 6" THICK	60	TON	186.00	11,160.00
5	ASPHALT SWALE	50	S.Y.	178.00	8,900.00
6	RIP RAP STONE SLOPE AND CHANNEL PROTECTION, 36" THICK, D50=12" TO 24" (R-6)	300	S.Y.	147.00	44,100.00
7	1-14 SOIL AGGREGATE	300	C.Y.	54.00	16,200.00
8	GEOTEXTILE STABILIZATION FABRIC	300	S.Y.	0.65	195.00
9	12" RENO MATTRESS	50	S.Y.	155.00	7,750.00
10	RECONSTRUCTED INLET, TYPE 'B', USING EXISTING CASTING	2	UNIT	1,900.00	3,800.00
11	INSPECT EXISTING 48" CMP PIPE	1	L.S.	800.00	800.00
12	48" CMP	20	L.F.	325.00	6,500.00
13	FINAL RESTORATION (TOPSOIL, SEED)	1	L.S.	7,460.00	7,460.00

OLDMANS CREEK ROAD BID \$ 131,445.00

TOTAL BID \$ 279,500.00

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.	20-06719

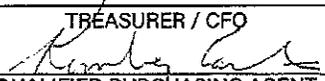
SHIP TO	GLOUC. CO ENGINEERING DEPT. 1200 N. DELSEA DR. BLDG A CLAYTON, NJ 08312 856-307-6600
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VENDOR	VENDOR #: REP1E010 R.E. PIERSON CONST CO INC PO BOX 430 MR. BOB SIMONE WOODSTOWN, NJ 08098
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ORDER DATE: 08/13/20
REQUISITION NO: R0-20172
DELIVERY DATE:
STATE CONTRACT:
ACCOUNT NUM:

SALES TAX ID # 21-6000660

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
1.00	20-12 CONSTRUCTION CONTRACT EMERGENCY REPAIRS FROM AUGUST 2020 STORM AUBURN ROAD AND OLDMAN'S CREEK ROAD IN WOOLWICH TOWNSHIP ENGINEERING PROJECT #: 20-12 PASSED BY RESOLUTION: AUGUST 26, 2020 ** TO BE TAKEN IN PARTIALS**	C-04-20-012-165-12244 County Roadway Improvements (GC)	305,900.0000	305,900.00
			TOTAL	305,900.00

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. X	I, having knowledge of the facts, certify that the materials and supplies have been received or the services rendered; said certification being based on signed delivery slips or other reasonable procedures.	DO NOT ACCEPT THIS ORDER UNLESS IT IS SIGNED BELOW
VENDOR SIGN HERE _____ DATE _____ TAX ID NO. OR SOCIAL SECURITY NO. _____ DATE _____	DEPARTMENT HEAD _____ DATE _____	TREASURER / CFO  QUALIFIED PURCHASING AGENT
MAIL VOUCHER WITH INVOICE TO THE "SHIP TO" ADDRESS		

VOUCHER COPY-SIGN AT X AND RETURN FOR PAYMENT

RESOLUTION AUTHORIZING THE PURCHASE OF A 2020 FORD EXPEDITION FROM WINNER FORD FOR \$39,410.00 THROUGH STATE CONTRACT

WHEREAS, the County of Gloucester has a need to purchase one (1) 2020 Ford Expedition Max Special 4x4 EL for the Division of Fleet Management; and

WHEREAS, N.J.S.A. 40A:11-12 permits the purchase of materials, supplies and equipment through State Contract, without the need for public bidding; and

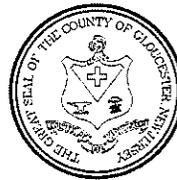
WHEREAS, it has been determined that the County can purchase said vehicle through State Contract #20-Fleet-01189 from Winner Ford of 250 Berlin Road, Cherry Hill, NJ 08034; and

WHEREAS, the County Treasurer has certified the availability of funds pursuant to C.A.F. No. 20-06532, which amount shall be charged against budget line item 0-01-26-315-001-20672.

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester that the purchase of one (1) 2020 Ford Expedition Max Special Service vehicle 4x4 EL is hereby authorized from Winner Ford through State Contract #20-Fleet-01189 for \$39,410.00; 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 purpose on behalf of the County.

ADOPTED at a meeting of the Board of Chosen Freeholders of the County of Gloucester held on August 26, 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. 20-06532

SHIP TO
 GLOUC.CO.FLEET MANAGEMENT
 1200 N.DELSEA DRIVE
 CLAYTON, NJ 08312
 PHONE 856-307-6440

VENDOR
 WINNER FORD
 250 BERLIN RD
 CHERRY HILL, NJ 08034-3409
 VENDOR #. WINNE010

ORDER DATE: 08/06/20
 REQUISITION NO: R0-19996
 DELIVERY DATE:
 STATE CONTRACT: 20-FLEET-01189
 ACCOUNT NUM:

SALES TAX ID # 21-6000660

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
1.00	2020 FORD EXPEDITION MAX SPECIAL SERVICE VEHICLE 4X4 EL 3.5L ECOBOOST ENGINE WITH AUTOSTART-STOP TECHNOLOGY. 10-SPEED AUTOMATIC TRANSMISSION. COLOR: WHITE ADDITIONAL EQUIPMENT: OPTION 942: DAYTIME RUNNING LIGHTS OPTION 153: LICENSE PLATE BRACKET OPTION 18B: RUNNING BOARDS OPTION 66R: REVERSE SENSING *PASSED BY RESOLUTION AUGUST 26, 2020*	0-01-26-315-001-20672 Pick-Up Trucks\Vans\SUVs	39,410.0000	39,410.00
			TOTAL	39,410.00

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

VOUCHER COPY-SIGN AT X AND RETURN FOR PAYMENT



Linda Hoffman
856-214-0759 phone
856-488-1915 fax
lhoffman@winnerford.com
N.J. Contract # 20-FLEET-01189

2020 Ford Expedition MAX
Special Service Vehicle 4X4 EL
Base vehicle All New Aluminum Body
All New Interior
3.5L Eco Boost Engine
With Auto Start-Stop Technology
10-Speed Automatic Transmission
Traction Control
Advanced Trac with roll stability control
4 Wheel Disc Anti-Lock Brakes
Electronic Limited-Slip Rear Axle
Electric Power assisted steering
Air Conditioning rear auxiliary controls
Cargo Protector
All New Interior Design
Key less Entry with Push-Button Start
Integrated Key Transmitter – Two (2) (SSV 102A)
Rear View Camera with Backup Assist Grid Lines and Washer
Configurable Daytime Running Lamps (DRL)
SYNC® Enhanced Voice Recognition Communications and Entertainment System
911 Assist®, 4.2" LCD Screen in Center Stack, App Link®, Smart-Charging Multimedia USB
Ports in Media Hub – Two
Instrument Panel Cluster, 2.3" Productivity Screen
Class IV Trailer Hitch
Trailer Sway Control
Hill Descent Control™
Intelligent 4WD
One-Speed Transfer Case
Tow Hooks
EZ Fuel Cap less Fuel Filler
All other standard factory equipment

38850.00

WINNER 
 CHERRY HILL • winnerford.com

Linda Hoffman
 856-214-0759 phone
 856-488-1915 fax
lhoffman@winnerford.com
 N.J. Contract # 20-FLEET-01189

Factory Options

101A XL Pkg.	4070.00
Includes: Carpet, full Center Console, floor shifter, Sync, Sirius XM Satellite radio, AM/FM CD, 3 RD Row Seat, Floor Mats	
942 Daytime Running Lights	45.00 Add
44H Engine Block Heater (Fleet Only)	100.00
153 License Plate Bracket	N/C Add
18B Running Boards - Optional on EG102A	405.00
44K 4x4 Skid Plates (fleet only)	400.00
536 Trailer Tow Package	1570.00
50F Fleet Convenience Package - Fleet only option on 100A, Power adjustable pedals & Reverse sensing	395.00
X2L 3.73 Limited Slip Rear Axle SSV only	320.00
21B Cloth Rear Seat	110.00
87P Fold Flat 3 rd row Seat	815.00 Add
66R Reverse Sensing	110.00

\$39,410

C-8

**RESOLUTION AUTHORIZING THE PURCHASE OF TWO (2) FORD SUV
POLICE INTERCEPTORS FROM HERTRICH FLEET SERVICES, INC.
FOR A TOTAL AMOUNT OF \$69,746.00**

WHEREAS, the County of Gloucester has a need to purchase two (2) 2020 or newer Ford SUV Police Interceptors AWD (or equal), as per specifications set forth in PD-20-034 for use by the County Prosecutor's Office; and

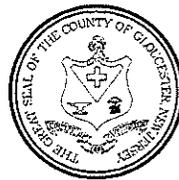
WHEREAS, bids were publicly received and opened on August 5, 2020 and after following proper bid opening and evaluation procedure, it was determined that the sole responsive and responsible bidder to provide said vehicles was Hertrich Fleet Services, Inc. of 1427 Bay Road, Milford, DE 19963 at \$34,873.00 each; and

WHEREAS, the County Treasurer has certified the availability of funds in the total amount of \$69,746.00 pursuant to C.A.F. No. 20-06523, to be charged against budget line item 0-01-26-315-001-20672.

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester that the purchase of two (2) 2020 or newer Ford SUV Police Interceptors, as set forth in PD-20-034, from Hertrich Fleet Services, Inc. is hereby authorized for a total amount of \$69,746.00; 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 purpose on behalf of the County.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on August 26, 2020 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

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

<p align="center">PD 020-034 Bid Opening 08/05/20</p>				
<p>SPECIFICATIONS FOR SUPPLYING TWO (2) 2020 OR NEWER FORD SUV POLICE INTERCEPTORS AWD (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</p>				
		<p align="center">VENDOR: Herrich Fleet Services, Inc. 1427 Bay Road Milford, DE 19963 Michael Wright, Gov't Sales Mgr 800-698-9825 302-839-0555 - Fax</p>		
ITEM	DESCRIPTION			
1.	ONE (1) 2020 OR NEWER FORD SUV POLICE INTERCEPTOR AWD (OR EQUAL)	\$34,873.00		
2	ONE (1) 2020 OR NEWER FORD SUV POLICE INTERCEPTOR AWD (OR EQUAL)	\$34,873.00		
	GRAND TOTAL	\$69,746.00		
	EXCEPTIONS TO SPECIFICATIONS	YES		
	EXCEPTIONS TO DELIVERY	NO		
	MAKE AND MODEL OFFERED:	2021 Ford Police Interceptor Utility		
	DELIVERY DATE	90 TO 120 DAYS ARO		
	VARIATIONS	<p>3.3 L V6 Engine; 10 speed automatic transmission; SYNC not available, but has bluetooth standard; siren/switchcontrol is Whelen 295SSL5A6; grille lights are Whelen MCRNTJ Microns</p>		
	Will you extend your prices to local government entities within the County	YES		
	Bid specifications sent to:	<p>Lumina Prime Vendor Major Police Supply Onvia Mail Chevrolet Winner Ford</p>		
<p>Based upon the bids received, I recommend Herrich Fleet Services, Inc., be awarded the contract as the lowest, responsive, responsible bidder.</p>				
		Sincerely,		
		Kimberly Larter, Qualified Purchasing Agent		

County of Gloucester Purchasing Department
 PO Box 337, Woodbury, NJ 08096
 (856) 853-3420 • Fax (856) 251-6777

GLOUC. CO. FLEET MANAGEMENT
 1200 N. DELSEA DRIVE
 CLAYTON, NJ 08312
 PHONE 856-307-6440

VENDOR #: HENTR010

HERTRICH FLEET SERV INC.
 1427 BAY ROAD
 MICHAEL WRIGHT
 MILFORD, DE 19963

SHIPMENTS

VENUE

Pg 1

SALES TAX ID # 21-6000660

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
2.00	2020 OR NEWER FORD SUV POLICE INTERCEPTOR AWD. 3.3 L76 ENGINE, 10 SPEED AUTOMATIC TRANSMISSION. COLOR: EBONY SIREN/SWITCH CONTROL: WHELEN 295SL5A6 GRILLE LIGHTS: WHELEN MCRNTJ MICRONS. *PASSED BY RESOLUTION: AUGUST 26, 2020**	0-01-26-315-001-20672 Pick-up Trucks\vans\suvs	34,873.0000	69,746.00
			TOTAL	69,746.00

PURCHASE ORDER / CAF
CERTIFICATE AVAILABILITY FUNDS
 THIS NUMBER MUST APPEAR ON ALL INVOICES
NO. 20-06523

ORDER DATE: 08/06/20
 REQUISITION NO: R0-19969
 DELIVERY DATE:
 STATE CONTRACT: PD-20-034
 ACCOUNT NUM:

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

VOUCHER COPY-SIGN AT X AND RETURN FOR PAYMENT

D-1

RESOLUTION AUTHORIZING A CONTRACT WITH MUNICIPAL EMERGENCY SERVICES, INC., FROM JANUARY 1, 2020 TO DECEMBER 31, 2020, IN AN AMOUNT NOT TO EXCEED \$25,000.00

WHEREAS, the County of Gloucester needs to purchase PPE supplies, equipment, protective clothing and outerwear, etc.; and

WHEREAS, N.J.S.A. 40A:11-12 permits the purchase of materials, supplies and equipment, through the State Contract, without the need for public bidding; and

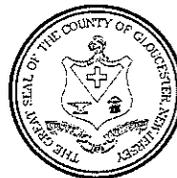
WHEREAS, it has been determined that the County can purchase the said services from Municipal Emergency Services, Inc., from January 1, 2020 to December 31, 2020, in an amount not to exceed \$25,000.00 through State Contract #17-FLEET-00816; and

WHEREAS, a Certificate of Availability of Funds will be obtained from the Treasurer of the County of Gloucester certifying that sufficient monies are available for that particular purchase, identifying the line item from the County Budget out of which said funds will be paid.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that the County Purchasing Agent be authorized to purchase PPE supplies, equipment, protective clothing and outerwear, etc. through State Contract #17-FLEET-00816, from January 1, 2020 to December 31, 2020, in an amount not to exceed \$25,000.00; and

BE IT FURTHER RESOLVED, a Certification of Availability of Funds will be obtained from the Treasurer of the County of Gloucester 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 Gloucester County Board of Chosen Freeholders, County of Gloucester and State of New Jersey held on Wednesday, August 26, 2020 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

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

**RESOLUTION AUTHORIZING AN EMERGENCY CONTRACT WITH
BOUND TREE MEDICAL, LLC, FOR \$62,562.19**

WHEREAS, the award of a contract by the County under and pursuant to the emergency provision of the Local Public Contracts Law, and regulations promulgated thereunder for the purchases of equipment and medical supplies, etc. was made by the County to Bound Tree Medical, LLC; and

WHEREAS, the said contract was exempt from public bidding, as it was required for emergency equipment related to the current COVID-19 Pandemic, which was not anticipated, as set forth in N.J.S.A. 40A:11-6, as certified by Christine Hoffman, Acting County Prosecutor and Joseph T. Butts, Director of Emergency Response; and

WHEREAS, the Acting County Prosecutor, Christine Hoffman and the Director of Emergency Response, Joseph T. Butts, notified Kimberly A. Larter, County Qualified Purchasing Agent of the need for 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

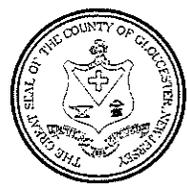
WHEREAS, the County invoked N.J.S.A. 40A:11-6 (Emergency Purchases and Contracts) in order to obtain the equipment and contracted with Bound Tree Medical, LLC, with a mailing address of 5000 Tuttle Crossing Boulevard, Dublin, Ohio 43016; and

WHEREAS, the Treasurer for the County has certified the availability of funds for the emergency provisions in the amount of \$366.00, pursuant to C.A.F. #20-02667, which amount shall be charged against budget line item T-03-08-512-130-20201; and in the amount of \$148.80, pursuant to C.A.F. #20-02010, which amount shall be charged against budget line item 0-01-25-250-002-20450; and in the amount of \$1,975.62, pursuant to C.A.F. #20-04257; \$11,802.98, pursuant to C.A.F. #20-05305; \$11,582.35, pursuant to C.A.F. #20-03418; \$9,294.00, pursuant to C.A.F. #20-03445; \$5,038.90, pursuant to C.A.F. #20-03446; \$531.46, pursuant to C.A.F. #20-03987; \$11,561.16, pursuant to C.A.F. #20-04013; \$8,078.42, pursuant to C.A.F. #20-04014; \$2,182.50, pursuant to C.A.F. #20-04015, which amounts shall be charged against budget line item 0-01-35-470-001-20208.

NOW, THEREFORE BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that the emergency contract awarded by the County to Bound Tree Medical, LLC, the purchases of equipment and medical supplies, etc., pursuant to and in accordance with the emergency provisions, be, and hereby is, confirmed and approved; and

BE IT FURTHER RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester, that the Director of the Board, is hereby authorized and directed to execute and the Clerk of the Board is authorized to attest to the execution of the contract with Bound Tree Medical, LLC, in the total amount of \$62,562.19.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, August 26, 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
BOUND TREE MEDICAL, LLC**

THIS CONTRACT is made effective the 26TH day of **August, 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 **Bound Tree Medical, LLC** with a mailing address of 5000 Tuttle Crossing Boulevard, Dublin, Ohio, 43016 hereinafter referred to as "**Vendor**".

RECITALS

WHEREAS, there existed a need for the County to contract for emergency equipment and medical supplies due to the COVID-19 Pandemic; and

WHEREAS, the County invoked N.J.S.A. 40A:11-6 (Emergency Purchases and Contracts) in order to obtain the equipment; 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 within a reasonable period of time.

2. **COMPENSATION.** Vendor shall be compensated in a total contract amount of \$62,562.19, as per Vendor's Quotations and Invoices, attached hereto as Attachment A.

Vendor shall be paid in accordance with this Contract document 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 PARTIES.** The specific duties of the Vendor shall be as set forth in Attachment A, Vendor's Quotations and Invoices, attached hereto and made a part of this Contract.

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 vendor's proposal.

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 and Vendor's Quotations and Invoices. If there is a conflict between this Contract or the Vendor's Quotations and Invoices, then this Contract 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:

BOUND TREE MEDICAL, LLC

**By:
Title:**

ATTACHMENT A



Correspondence Address:
5000 Tuttle Crossing Blvd
Dublin, OH 43016
PHONE: (800) 533-0523
FAX: (800) 257-5713
www.boundtree.com

Please Remit to:
BOUND TREE MEDICAL, LLC
23537 Network Place
Chicago, IL 60673-1235

Invoice

Invoice	83568890
Date	3/30/2020
Page	1 of 1
Account #	204689

TIN# 31-1739487

Customer DEA License No:

Ship To: SHIP002
COMMUNICATION CENTER GLOUC CO
1200 N DELSEA DR
J THOMAS BUTTS
CLAYTON, NJ 08312-1000

1/6 COUNTY OF GLOUCESTER
PO BOX 337
WOODBURY, NJ 08096-7337

S/b 20-02667

Purchase Order #	Sales Order #	Sales Person	Ship Via	Ship Date	Payment Terms		
PA032020KAL3	101597001	J VOYT	NO FRT	03/30/2020	NET 30 VOUCHER		
Item #	Description	Ordered	Shipped	B/O	Unit Price	UOM	Ext. Price

THE FOLLOWING ITEMS SHIPPED FROM: 12 1605 ZEAGER RD SUITE 101 ELIZABETHTOWN, PA 17022 BTM Distributor License No: 5003221							
87-FH603005EA	Heat moisture exchanger HME, with filter and without sampling port 50ea/cs	30	30	0	\$1.83	EA	\$54.90
87-FH603005EA	Heat moisture exchanger HME, with filter and without sampling port 50ea/cs	20	20	0	\$1.83	EA	\$36.60
Tracking Numbers: 391470491473 391471314972 Note: * Indicates taxable item							

Correspondence and inquiries
can be sent to:
5000 Tuttle Crossing Blvd
Dublin, OH 43016

Merchandise	91.50
Misc	0.00
Tax	0.00
Freight	0.00
Payment Recy'd	0.00
Total	91.50



Correspondence Address:
 5000 Tuttle Crossing Blvd
 Dublin, OH 43016
 PHONE: (800) 533-0523
 FAX: (800) 257-5713
 www.boundtree.com

Please Remit to:
BOUND TREE MEDICAL LLC
 23537 Network Place
 Chicago, IL 60673-1235

Invoice

Invoice	83555338
Date	3/23/2020
Page	1 of 1
Account #	204689

TIN# 31-1739487

Customer DEA License No:

1 / 12 COUNTY OF GLOUCESTER
 PO BOX 337
 WOODBURY, NJ 08096-7337

Ship To: SHIP002
 COMMUNICATION CENTER GLOUC CO
 1200 N DELSEA DR
 J THOMAS BUTTS
 CLAYTON, NJ 08312-1000

Purchase Order #	Sales Order #	Sales Person	Ship Via	Ship Date	Payment Terms		
PA032020KAL3	101597001	J VOYT	NO FRT	03/23/2020	NET 30 VOUCHER		
Item #	Description	Ordered	Shipped	B/O	Unit Price	UOM	Ext. Price

	THE FOLLOWING ITEMS SHIPPED FROM: 12 1605 ZEAGER RD SUITE 101 ELIZABETHTOWN, PA 17022 BTM Distributor License No: 5003221						
87-FH603005EA	Heat moisture exchanger HME, with filter and without sampling port 50ea/cs	170	150	30	\$1.83	EA	\$274.50
Tracking Numbers: 391325229157 391325312452 391325328153 Note: * Indicates taxable item							

Correspondence and inquiries
 can be sent to:
 5000 Tuttle Crossing Blvd
 Dublin, OH 43016

Merchandise	274.50
Misc	0.00
Tax	0.00
Freight	0.00
Payment Recvd	0.00
Total	274.50



Correspondence Address:
5000 Tuttle Crossing Blvd
Dublin, OH 43016
PHONE: (800) 533-0523
FAX: (800) 257-5713
www.boundtree.com

PLEASE REMIT TO:
BOUND TREE MEDICAL, LLC
23537 Network Place
Chicago, IL 60673-1235

Invoice

Invoice #	53536966
Date	3/10/2020
Page	1 of 1
Account #	204689

TIN# 31-1739487

Customer DEA License No:

1-4 COUNTY OF GLOUCESTER
PO-BOX 337
WOODBURY, NJ 08096-7337

Ship To: SHIP002
COMMUNICATION CENTER GLOUC CO
1200 N DELSEA DR BLDG B
J THOMAS BUTTS
CLAYTON, NJ 08312-1000

Purchase Order #	Sales Order #	Sales Person	Ship Via	Ship Date	Payment Terms		
20-02010	101556387	JVOYT	NO FRT.	03/10/2020	NET-30 VOUCHER		
Item #	Description	Ordered	Shipped	B/O	Unit Price	UOM	Ext Price
205017	THE FOLLOWING ITEMS SHIPPED FROM: 12 1605 ZEAGER RD. SUITE 101 ELIZABETHTOWN, PA 17022 BTM Distributor License No: 5003221 LIQUID SOAP ANTIMICROBIAL BOTTLE WITH PUMP 18 OZ 12/CS VIONEX	13	13	11	\$6.20	EA	\$80.60
Tracking Numbers: 391003706076 391003755144 Note: * Indicates taxable item							

Merchandise	80.60
Misc	0.00
Tax	0.00
Freight	0.00
Payment Recvd	0.00
Total	80.60

Correspondence and inquiries
can be sent to:
5000 Tuttle Crossing Blvd
Dublin, OH 43016



Correspondence Address:
 5000 Tuttle Crossing Blvd
 Dublin, OH 43016
 PHONE: (800) 533-0523
 FAX: (800) 257-5713
 www.boundtree.com

Please Remit to:
BOUND TREE MEDICAL LLC
 23537 Network Place
 Chicago, IL 60673-1235

Invoice

Invoice	83548325
Date	3/18/2020
Page	1 of 1
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TIN# 31-1739487

Customer DEA License No:

1 / 2 COUNTY OF GLOUCESTER
 PO BOX 337
 WOODBURY, NJ 08096-7337

Ship To: SHIP002
 COMMUNICATION CENTER GLOUC CO
 1200 N DELSEA DR BLDG B
 J THOMAS BUTTS
 CLAYTON, NJ 08312-1000

Purchase Order #	Sales Order #	Sales Person	Ship Via	Ship Date	Payment Terms		
20-02010	101556387	JVOYT	NO FRT	03/18/2020	NET 30 VOUCHER		
Item #	Description	Ordered	Shipped	B/O	Unit Price	UOM	Ext. Price
205017	THE FOLLOWING ITEMS SHIPPED FROM: 12 1605 ZEAGER RD SUITE 101 ELIZABETHTOWN, PA 17022 BTM Distributor License No: 5003221 *NON-RETURNABLE* LIQUID SOAP ANTIMICROBIAL BOTTLE WITH PUMP 18 OZ 12/CS VIONEX	11	11	0	\$6.20	EA	\$68.20
Tracking Numbers: 391210545454 Note: * Indicates taxable item							

Correspondence and inquiries
 can be sent to:
 5000 Tuttle Crossing Blvd
 Dublin, OH 43016

Merchandise	68.20
Misc	0.00
Tax	0.00
Freight	0.00
Payment Recv'd	0.00
Total	68.20



Correspondence Address:
 5000 Tuttle Crossing Blvd
 Dublin, OH 43016
 PHONE: (800) 533-0523
 FAX: (800) 257-5713
 www.boundtree.com

Please Refer to:
BOUND TREE MEDICAL LLC
 23537 Network Place
 Chicago, IL 60673-1235

Invoice

Invoice	83573480
Date	4/1/2020
Page	1 of 1
Account #	204689

TIN#: 31-1739487

Customer DEA License No:

1/7 COUNTY OF GLOUCESTER
 PO BOX 337
 WOODBURY, NJ 08096-7337

Ship To: SHIP002
 COMMUNICATION CENTER GLOUC.CO
 1200 N' DELSEA DR
 J THOMAS BUTTS
 CLAYTON, NJ 08312-1000

Purchase Order #	Sales Order #	Sales Person	Ship Via	Ship Date	Payment Terms		
031220KALZ	101567431	JVOYT	NO FRT	04/01/2020	NET 30 VOUCHER		
Item	Description	Ordered	Shipped	B/O	Unit Price	UOM	Ext Price
2731-43200	THE FOLLOWING ITEMS SHIPPED FROM: 12 1605 ZEAGER RD. SUITE 101 ELIZABETHTOWN, PA 17022 BTM Distributor License No: 5003221 *NON-RETURNABLE* Adtemp Mini 432 Non-Contact Thermometer	38	38	2	\$51.99	EA	\$1,975.62
Tracking Numbers: 391541966152 Note: * Indicates taxable item							

Merchandise	1,975.62
Misc	0.00
Tax	0.00
Freight	0.00
Payment Recvd	0.00
Total	1,975.62

Correspondence and inquiries
 can be sent to:
 5000 Tuttle Crossing Blvd
 Dublin, OH 43016



Correspondence Address:
5000 Tuttle Crossing Blvd.
Dublin, OH 43016
PHONE: (800) 633-0523
FAX: (800) 257-5713
www.boundtree.com

Please Remit To:
BOUND TREE MEDICAL LLC
23537 Network Place
Chicago, IL 60673-1235

Invoice

Invoice #	83621713
Date	5/11/2020
Page	1 of 1
Account #	204689

TIN# 31-1739487

Customer DEA License No:

Ship To: SHIP002
COMMUNICATION CENTER GLOUC CO
1200 N DELSEA DR
J THOMAS BUTTS
CLAYTON, NJ 08312-1000

1/6 COUNTY OF GLOUCESTER
PO BOX 337
WOODBURY, NJ 08096-7337

Purchase Order #	Sales Order #	Sales Person	Ship Via	Ship Date	Payment Terms		
032520KAL2	101615321	J VOYT	NO FRT	05/11/2020	NET 30 VOUCHER		
Item #	Description	Ordered	Shipped	E/O	Unit Price	UOM	Ext Price
2731-31001	THE FOLLOWING ITEMS SHIPPED FROM: 12 1605 ZEAGER RD SUITE 101 ELIZABETHTOWN, PA 17022 BTM Distributor License No: 5003221 *NON-RETURNABLE* Medsource Non-Contact Infrared Thermometer 1/EA 40EA/CS	50	50	0	\$116.99	EA	\$5,849.50
Tracking Numbers: 392729568626 392729760414 Note: * Indicates taxable item							

Merchandise	5,849.50
Misc	0.00
Tax	0.00
Freight	0.00
Payment Recvd	0.00
Total	5,849.50

Correspondence and inquiries
can be sent to:
5000 Tuttle Crossing Blvd
Dublin, OH 43016



Correspondence Address:
 5000 Tuttle Crossing Blvd
 Dublin, OH 43016
 PHONE: (800) 533-0523
 FAX: (800) 257-5713
 www.boundtree.com

Please Remit to:
BOUND TREE MEDICAL, LLC
 23537 Network Place
 Chicago, IL 60673-1235

Invoice

Invoice #	83621714
Date	5/11/2020
Page	1 of 1
Account #	204689

TIN# 31-1739487

Customer DEA License No:

1/6 COUNTY OF GLOUCESTER
 PO BOX 337
 WOODBURY, NJ 08096-7337

Ship To: SHIP002
 COMMUNICATION CENTER GLOUC CO
 1200 N DELSEA DR
 J THOMAS BUTTS
 CLAYTON, NJ 08312-1000

Purchase Order #	Sales Order #	Sales Person	Ship Via	Ship Date	Payment Terms		
032620KAL2	101615332	JVOYT	NO FRT	05/11/2020	NET-30 VOUCHER		
Item #	Description	Ordered	Shipped	B/O	Unit Price	UOM	Ext Price
2731-31001	THE FOLLOWING ITEMS SHIPPED FROM: 12 1605 ZEAGER RD SUITE 101 ELIZABETHTOWN, PA 17022 BTM Distributor License No: 5003221 *NON-RETURNABLE* Medsource Non-Contact Infrared Thermometer 1/EA.40EA/CS	50	50	0	\$116.99	EA	\$5,849.50
Tracking Numbers: 392729668228 392730272646 Note: * Indicates taxable item							

Merchandise	5,849.50
Misc	0.00
Tax	0.00
Freight	0.00
Payment Recvd	0.00
Total	5,849.50

Correspondence and inquiries
 can be sent to:
 5000 Tuttle Crossing Blvd
 Dublin, OH 43016



Correspondence Address:
5000 Tuttle Crossing Blvd
Dublin, OH 43016
PHONE: (800) 533-0523
FAX: (800) 257-5713
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BOUND TREE MEDICAL LLC
23537 Network Place
Chicago, IL 60673-1235

Invoice

Invoice	83628681
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Page	1 of 1
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TIN# 31-1739487

Customer DEA License No:

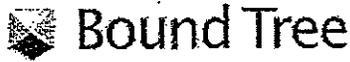
175 COUNTY OF GLOUCESTER
PO BOX 337
WOODBURY, NJ 08096-7337

Ship To: SHIP002
COMMUNICATION CENTER GLOUC CO
1200 N DELSEA DR
J THOMAS BUTTS
CLAYTON, NJ 08312-1000

Purchase Order #	Sales Order #	Sales Person	Ship Via	Ship Date	Payment Terms		
031220KAL2	101667431	J VOYT	NO FRT	05/15/2020	NET 30 VOUCHER		
Item #	Description	Ordered	Shipped	B/O	Unit Price	UOM	Ext Price
***** THE FOLLOWING ITEMS SHIPPED FROM: 12 1605 ZEAGER RD SUITE 101 ELIZABETHTOWN, PA 17022 BTM Distributor License No: 5003221 *****							
2731-49200	*NON-RETURNABLE* AdTemp Mini 432 Non-Contact Thermometer	2	2	0	\$51.99	EA	\$103.98
Tracking Numbers: 392877517148 Note: * Indicates taxable item							

Merchandise	103.98
Misc	0.00
Tax	0.00
Freight	0.00
Payment Rec'd	0.00
Total	103.98

Correspondence and inquiries
can be sent to:
5000 Tuttle Crossing Blvd.
Dublin, OH 43016



Quotation

Quotation#:

04/16/2020

Account Number: 237598-SHIP001

BILL-TO

GLOUCESTER CO PROSECUTORS OFFICE
PO BOX 623
WOODBURY, NJ 08096-7623

Ship Method: >\$150 NO FRT

Payment Terms: NET 30

SHIP-TO

GLOUCESTER CO PROSECUTORS OFFICE
70 HUNTER ST
WOODBURY, NJ 08096-4606

Contact Name

Phone Number

Item	UOM	Description	Qty	Price	Ext.Price	Exp.Date
1031-07302	500/CS	*NON-RETURNABLE* Face Mask, MediChoice Procedure Mask w/Anti-Fog Foam, High Fluid Resistance, Indig	15	\$ 80.55	\$ 1,208.25	06/30/2020
1511	20/BX	*NON-RETURNABLE* Particulate Respirator, N95 Mask, SM w/Nose Flange, Latex Free	48	\$ 21.19	\$ 1,017.12	06/30/2020
1031-87010	20/BX	*NON-RETURNABLE* *NONRETURN* Particulate Respirator, 3M Aura 1870+N95,Std SZ Mask, FLT Fold	199	\$ 26.99	\$ 5,371.01	06/30/2020
291860	20/BX	*NON-RETURNABLE* Particulate Respirator, N95, REG Size, Cup, Blue, Nosefoam, Fluid Resistant, Disp,	199	\$ 20.03	\$ 3,985.97	06/30/2020

Quote Total \$11,582.35

Comments:

****ORDERS FOR THESE ITEMS ARE NON-RETURNABLE AND NON-CANCELABLE****

Jacquelyn Voyt

Boundtree | Account Manager

5000 Tuttle Crossing Blvd. | Dublin, OH 43016

Phone: 609-500-0533 | Fax:

jacquelyn.voyt@boundtree.com |

Sales tax will be applied to customers who are not exempt.

Shipping charges will be prepaid and added to the invoice unless otherwise stated.



Bound Tree

Correspondence Address:
 5000 Tuttle Crossing Blvd
 Dublin, OH 43016
 PHONE: (800) 533-0523
 FAX: (800) 257-5713
 www.boundtree.com



Invoice

Account No:	83618964
Date:	05/07/2020
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Invoice No:	237598

TIN# 31-1739487

Customer DEA License No:

GLOUCESTER CO PROSECUTORS OFFICE
 PO BOX 623
 WOODBURY, NJ 08096-7623

Ship To: SHIP001
 GLOUCESTER CO PROSECUTORS OFFICE
 70 HUNTER ST
 WOODBURY, NJ 08096-4606

FORMER	ITEM NO	DESCRIPTION	UNIT	QTY	PRICE	AMOUNT	TAX	NET 30
20-03445	101758004	J VOYT	NO FRT	05/07/2020				
THE FOLLOWING ITEMS SHIPPED FROM: 12 1605 ZEAGER RD SUITE 101 ELIZABETHTOWN, PA 17022 BTM Distributor License No: 5003221								
1015-12508		*NON-RETURNABLE* Gloves, APEXPro XP100, SM, Powder Free Nitrile Exam Gloves, 100EA/BX 10BX/CS		5	0	5	\$154.90	CS \$0.00
1015-12509		*NON-RETURNABLE* Gloves, APEXPro XP100, MED, Powder Free Nitrile Exam Gloves 100EA/BX 10BX/CS		15	1	14	\$154.90	CS \$154.90
1015-12510		*NON-RETURNABLE* Gloves, APEXPro XP100, LG, Powder Free Nitrile Exam Gloves 100EA/BX 10BX/CS		25	0	25	\$154.90	CS \$0.00
1015-12511		*NON-RETURNABLE* Gloves, APEXPro XP100, XL, Powder Free Nitrile Exam Gloves 100EA/BX 10BX/CS		15	0	15	\$154.90	CS \$0.00
Tracking Numbers: 392630599865 Note: * Indicates taxable item								

	154.90
	0.00
	0.00
	0.00
	0.00
	154.90

Correspondence and Inquiries can be sent to:
 5000 Tuttle Crossing Blvd
 Dublin, OH 43016



Correspondence Address:
 5000 Tuttle Crossing Blvd
 Dublin, OH 43016
 PHONE: (800) 533-0523
 FAX: (800) 257-5713
 www.boundtree.com

BOUND TREE MEDICAL, LLC.
 23537 Network Place
 Chicago, IL 60673-1235

Invoice

Invoice	83618964
Date	05/07/2020
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Account #	237598

TIN# 31-1739487

Customer DEA License No:

GLOUCESTER CO PROSECUTORS OFFICE
 PO BOX 623
 WOODBURY, NJ 08096-7623

Ship To: SHIP001
 GLOUCESTER CO PROSECUTORS OFFICE
 70 HUNTER ST
 WOODBURY, NJ 08096-4606

PO Number	Sales Order Number	Account Manager	Shipping Method	Ship Date	Payment Terms		
20-03445	101758004	J VOYT	NO FRT	05/07/2020	NET 30		
Item #	Description	Ordered	Shipped	B/O	Unit Price	UOM	Ext Price

THE FOLLOWING ITEMS SHIPPED FROM:							
12 1605 ZEAGER RD SUITE 101 ELIZABETHTOWN, PA 17022 BTM Distributor License No: 5003221							
1015-12508	*NON-RETURNABLE* Gloves, APEXPro XP100, SM, Powder Free Nitrile Exam Gloves 100EA/BX 10BX/CS	5	0	5	\$154.90	CS	\$0.00
1015-12509	*NON-RETURNABLE* Gloves, APEXPro XP100, MED, Powder Free Nitrile Exam Gloves 100EA/BX 10BX/CS	15	1	14	\$154.90	CS	\$154.90
1015-12510	*NON-RETURNABLE* Gloves, APEXPro XP100, LG, Powder Free Nitrile Exam Gloves 100EA/BX 10BX/CS	25	0	25	\$154.90	CS	\$0.00
1015-12511	*NON-RETURNABLE* Gloves, APEXPro XP100, XL, Powder Free Nitrile Exam Gloves 100EA/BX 10BX/CS	15	0	15	\$154.90	CS	\$0.00
Tracking Numbers: 392630599865 Note: * Indicates taxable item							

Merchandise	154.90
Misc	0.00
Tax	0.00
Freight	0.00
Deposit	0.00
Total	154.90

Correspondence and inquiries can be sent to:
 5000 Tuttle Crossing Blvd
 Dublin, OH 43016



Correspondence Address:
 5000 Tuttle Crossing Blvd
 Dublin, OH 43016
 PHONE: (800) 533-0523
 FAX: (800) 257-5713
 www.boundtree.com

Please Remit to:
BOUND TREE MEDICAL, LLC
 23537 Network Place
 Chicago, IL 60673-1235

Invoice

Invoice	83618964
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Account #	237598

TIN# 31-1739487

Customer DEA License No:



2 / 103 000000103 01 MB 0.436
 GLOUCESTER CO PROSECUTORS OFFICE
 PO BOX 623
 WOODBURY, NJ 08096-7623

Ship To: SHIP001
 GLOUCESTER CO PROSECUTORS OFFICE
 70 HUNTER ST
 WOODBURY, NJ 08096-4606

Purchase Order #	Sales Order #	Sales Person	Ship Via	Ship Date	Payment Terms		
20-03445	101758004	J VOYT	NO FRT	05/07/2020	NET 30		
Item #	Description	Ordered	Shipped	B/O	Unit Price	UOM	Ext Price

THE FOLLOWING ITEMS SHIPPED FROM: 12 1605 ZEAGER RD SUITE 101 ELIZABETHTOWN, PA 17022 BTM Distributor License No: 5003221							
1015-12508	*NON-RETURNABLE* Gloves, APEXPro XP100, SM, Powder Free Nitrile Exam Gloves 100EA/BX 10BX/CS	0	0	5	\$154.90	CS	\$0.00
1015-12509	*NON-RETURNABLE* Gloves, APEXPro XP100, MED, Powder Free Nitrile Exam Gloves 100EA/BX 10BX/CS	1	1	14	\$154.90	CS	\$154.90
1015-12510	*NON-RETURNABLE* Gloves, APEXPro XP100, LG, Powder Free Nitrile Exam Gloves 100EA/BX 10BX/CS	0	0	25	\$154.90	CS	\$0.00
1015-12511	*NON-RETURNABLE* Gloves, APEXPro XP100, XL, Powder Free Nitrile Exam Gloves 100EA/BX 10BX/CS	0	0	15	\$154.90	CS	\$0.00

Tracking Numbers: 392630599865 Note: * Indicates taxable item							

Correspondence and inquiries
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 Dublin, OH 43016

Merchandise	154.90
Misc	0.00
Tax	0.00
Freight	0.00
Payment Recvd	0.00
Total	154.90



Bound Tree

Correspondence Address:
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 Dublin, OH 43016
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 FAX: (800) 257-5713
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Invoice

Invoice#	83627598
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TIN# 31-1739487

Customer DEA License No:

GLOUCESTER CO PROSECUTORS OFFICE
 PO BOX 623
 WOODBURY, NJ 08096-7623

Ship To: SHIP001
 GLOUCESTER CO PROSECUTORS OFFICE
 70 HUNTER ST
 WOODBURY, NJ 08096-4606

Item #	Description	Quantity	Unit Price	Amount	Tax	Total
20-03445	101758004	J VOYT	NO FRT	05/13/2020	NET 30	
THE FOLLOWING ITEMS SHIPPED FROM: 12 1605 ZEAGER RD SUITE 101 ELIZABETHTOWN, PA 17022 BTM Distributor License No: 5003221						
1015-12508	*NON-RETURNABLE* Gloves, APEXPro XP100, SM, Powder Free Nitrile Exam Gloves 100EA/BX 10BX/CS	5	0	5	\$154.90 CS	\$0.00
1015-12509	*NON-RETURNABLE* Gloves, APEXPro XP100, MED, Powder Free Nitrile Exam Gloves 100EA/BX 10BX/CS	15	3	11	\$154.90 CS	\$464.70
1015-12510	*NON-RETURNABLE* Gloves, APEXPro XP100, LG, Powder Free Nitrile Exam Gloves 100EA/BX 10BX/CS	25	4	21	\$154.90 CS	\$619.60
1015-12511	*NON-RETURNABLE* Gloves, APEXPro XP100, XL, Powder Free Nitrile Exam Gloves 100EA/BX 10BX/CS	15	0	15	\$154.90 CS	\$0.00
Tracking Numbers: 185671208670 185671208681 185671208692 185671208707 Note: * Indicates taxable item						

	1,084.30
	0.00
	0.00
	0.00
	0.00
	1,084.30

Correspondence and inquiries can be sent to:
 5000 Tuttle Crossing Blvd
 Dublin, OH 43016



Correspondence Address:
 5000 Tuttle Crossing Blvd
 Dublin, OH 43016
 PHONE: (800) 533-0523
 FAX: (800) 257-5713
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Please Remit to:
BOUND TREE MEDICAL, LLC
 23537 Network Place
 Chicago, IL 60673-1235

Invoice

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Page	1 of 1
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Customer DEA License No:



2 / 99 00000099 01 MB 0.436
 GLOUCESTER CO PROSECUTORS OFFICE
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 WOODBURY, NJ 08096-7623

Ship To: SHIP001
 GLOUCESTER CO PROSECUTORS OFFICE
 70 HUNTER ST
 WOODBURY, NJ 08096-4606

Purchase Order #	Sales Order #	Sales Person	Ship Via	Ship Date	Payment Terms		
20-03445	101758004	JVOYT	NO FRT	05/13/2020	NET 30		
Item #	Description	Ordered	Shipped	B/O	Unit Price	UOM	Ext. Price
	THE FOLLOWING ITEMS SHIPPED FROM: 12 1605 ZEAGER RD SUITE 101 ELIZABETHTOWN, PA 17022 BTM Distributor License No: 5003221						
1015-12508	*NON-RETURNABLE* Gloves, APEXPro XP100, SM, Powder Free Nitrile Exam Gloves 100EA/BX 10BX/CS	0	0	5	\$154.90	CS	\$0.00
1015-12509	*NON-RETURNABLE* Gloves, APEXPro XP100, MED, Powder Free Nitrile Exam Gloves 100EA/BX 10BX/CS	3	3	11	\$154.90	CS	\$464.70
1015-12510	*NON-RETURNABLE* Gloves, APEXPro XP100, LG, Powder Free Nitrile Exam Gloves 100EA/BX 10BX/CS	4	4	21	\$154.90	CS	\$619.60
1015-12511	*NON-RETURNABLE* Gloves, APEXPro XP100, XL, Powder Free Nitrile Exam Gloves 100EA/BX 10BX/CS	0	0	15	\$154.90	CS	\$0.00
	Tracking Numbers: 185671208707 185671208692 185671208681 185671208670 Note: * Indicates taxable item						

Merchandise	1,084.30
Misc	0.00
Tax	0.00
Freight	0.00
Payment Recvd	0.00
Total	1,084.30

Correspondence and inquiries
 can be sent to:
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 Dublin, OH 43016



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 WOODBURY, NJ 08096-7623

Ship To: SHIP001
 GLOUCESTER CO PROSECUTORS OFFICE
 70 HUNTER ST
 WOODBURY, NJ 08096-4606

PO Number	Sales Order Number	Account Manager	Shipping Method	Ship Date	Payment Terms		
20-03445	101758004	JVOYT	NO FRT	05/13/2020	NET 30		
Item #	Description	Ordered	Shipped	B/O	Unit Price	UOM	Ext Price

THE FOLLOWING ITEMS SHIPPED FROM:							
12 1605 ZEAGER RD SUITE 101 ELIZABETHTOWN, PA 17022 BTM Distributor License No: 5003221							
1015-12508	*NON-RETURNABLE* Gloves, APEXPro XP100, SM, Powder Free Nitrile Exam Gloves 100EA/BX 10BX/CS	5	0	5	\$154.90	CS	\$0.00
1015-12509	*NON-RETURNABLE* Gloves, APEXPro XP100, MED, Powder Free Nitrile Exam Gloves 100EA/BX 10BX/CS	15	3	11	\$154.90	CS	\$464.70
1015-12510	*NON-RETURNABLE* Gloves, APEXPro XP100, LG, Powder Free Nitrile Exam Gloves 100EA/BX 10BX/CS	25	4	21	\$154.90	CS	\$619.60
1015-12511	*NON-RETURNABLE* Gloves, APEXPro XP100, XL, Powder Free Nitrile Exam Gloves 100EA/BX 10BX/CS	15	0	15	\$154.90	CS	\$0.00
Tracking Numbers: 185671208707 185671208692 185671208681 185671208670 Note: * Indicates taxable item							

Merchandise	1,084.30
Misc	0.00
Tax	0.00
Freight	0.00
Deposit	0.00
Total	1,084.30

Correspondence and inquiries can be sent to:
 5000 Tuttle Crossing Blvd
 Dublin, OH 43016



Correspondence Address:
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 PHONE: (800) 533-0523
 FAX: (800) 257-5713
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Please Remit to
BOUND TREE MEDICAL, LLC
 22537 Network Place
 Chicago, IL 60673-1235

Invoice

Invoice	83632825
Date	5/19/2020
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Account #	237598

TIN# 31-1739487

Customer DEA License No:



2 / 131 000000131 01 MB 0.436
 GLOUCESTER CO PROSECUTORS OFFICE
 PO BOX 623
 WOODBURY, NJ 08096-7623

Ship To: SHIP001
 GLOUCESTER CO PROSECUTORS OFFICE
 70 HUNTER ST
 WOODBURY, NJ 08096-4606

Purchase Order #	Sales Order #	Sales Person	Ship Via	Ship Date	Payment Terms		
20-03445	101758004	J VOYT	NO FRT	05/18/2020	NET 30		
Item #	Description	Ordered	Shipped	B/O	Unit Price	UOM	Ext. Price

	THE FOLLOWING ITEMS SHIPPED FROM: 12 1605 ZEAGER RD SUITE 101 ELIZABETHTOWN, PA 17022 BTM Distributor License No: 5003221						
1015-12508	*NON-RETURNABLE* Gloves, APEXPro XP100, SM, Powder Free Nitrile Exam Gloves 100EA/BX 10BX/CS	0	0	5	\$154.90	CS	\$0.00
1015-12509	*NON-RETURNABLE* Gloves, APEXPro XP100, MED, Powder Free Nitrile Exam Gloves 100EA/BX 10BX/CS	0	0	11	\$154.90	CS	\$0.00
1015-12510	*NON-RETURNABLE* Gloves, APEXPro XP100, LG, Powder Free Nitrile Exam Gloves 100EA/BX 10BX/CS	0	0	21	\$154.90	CS	\$0.00
1015-12511	*NON-RETURNABLE* Gloves, APEXPro XP100, XL, Powder Free Nitrile Exam Gloves 100EA/BX 10BX/CS	13	13	2	\$154.90	CS	\$2,013.70
Tracking Numbers: RLCA 09315866-7 Note: * Indicates taxable item							

Merchandise	2,013.70
Misc	0.00
Tax	0.00
Freight	0.00
Payment Recvd	0.00
Total	2,013.70

Correspondence and inquiries
 can be sent to:
 5000 Tuttle Crossing Blvd
 Dublin, OH 43016



Bound Tree

Correspondence Address:
 5000 Tuttle Crossing Blvd
 Dublin, OH 43016
 PHONE: (800) 533-0523
 FAX: (800) 257-5713
 www.boundtree.com



Invoice

Invoice #	83632825
Date	05/19/2020
Page	1 of 1
Account #	237598

TIN# 31-1739487

Customer DEA License No:

GLOUCESTER CO PROSECUTORS OFFICE
 PO BOX 623
 WOODBURY, NJ 08096-7623

Ship To: SHIP001
 GLOUCESTER CO PROSECUTORS OFFICE
 70 HUNTER ST
 WOODBURY, NJ 08096-4606

PO Number	SALE Order Number	Customer Name	Shipping Method	Ship Date	Payment Terms
20-03445	101758004	J VOYT	NO FRT	05/18/2020	NET 30
<p>THE FOLLOWING ITEMS SHIPPED FROM: 12 1605 ZEAGER RD SUITE 101 ELIZABETHTOWN, PA 17022 BTM Distributor License No: 5003221</p>					
1015-12508	*NON-RETURNABLE* Gloves, APEXPro XP100, SM, Powder Free Nitrile Exam Gloves 100EA/BX 10BX/CS	5	0	5	\$154.90 CS \$0.00
1015-12509	*NON-RETURNABLE* Gloves, APEXPro XP100, MED, Powder Free Nitrile Exam Gloves 100EA/BX 10BX/CS	15	0	11	\$154.90 CS \$0.00
1015-12510	*NON-RETURNABLE* Gloves, APEXPro XP100, LG, Powder Free Nitrile Exam Gloves 100EA/BX 10BX/CS	25	0	21	\$154.90 CS \$0.00
1015-12511	*NON-RETURNABLE* Gloves, APEXPro XP100, XL, Powder Free Nitrile Exam Gloves 100EA/BX 10BX/CS	15	13	2	\$154.90 CS \$2,013.70
<p>Tracking Numbers: RLCA 09315866-7 Note: * Indicates taxable item</p>					

	2,013.70
	0.00
	0.00
	0.00
	0.00
	2,013.70

Correspondence and inquiries can be sent to:
 5000 Tuttle Crossing Blvd
 Dublin, OH 43016



Correspondence Address:
5000 Tuttle Crossing Blvd
Dublin, OH 43016
PHONE: (800) 533-0523
FAX: (800) 257-5713
www.boundtree.com

Please Remit to:
BOUND TREE MEDICAL, LLC
23537 Network Place
Chicago, IL 60673-1235

Invoice

Invoice	83636027
Date	5/21/2020
Page	1 of 1
Account #	237598

TIN# 31-1739487

Customer DEA License No:



2 / 79

000000079 01 MB 0.436
GLOUCESTER CO PROSECUTORS OFFICE
PO BOX 623
WOODBURY, NJ 08096-7623

Ship To: SHIP001
GLOUCESTER CO PROSECUTORS OFFICE
70 HUNTER ST
WOODBURY, NJ 08096-4606

Purchase Order #	Sales Order #	Sales Person	Ship Via	Ship Date	Payment Terms		
20-03445	101758004	J VOYT	NO FRT	05/21/2020	NET 30		
Item #	Description	Ordered	Shipped	B/Q	Unit Price	UOM	Ext. Price

THE FOLLOWING ITEMS SHIPPED FROM: 12 1605 ZEAGER RD SUITE 101 ELIZABETHTOWN, PA 17022 BTM Distributor License No: 5003221							
1015-12508	*NON-RETURNABLE* Gloves, APEXPro XP100, SM, Powder Free Nitrile Exam Gloves 100EA/BX 10BX/CS	0	0	5	\$154.90	CS	\$0.00
1015-12509	*NON-RETURNABLE* Gloves, APEXPro XP100, MED, Powder Free Nitrile Exam Gloves 100EA/BX 10BX/CS	2	2	9	\$154.90	CS	\$309.80
1015-12510	*NON-RETURNABLE* Gloves, APEXPro XP100, LG, Powder Free Nitrile Exam Gloves 100EA/BX 10BX/CS	0	0	21	\$154.90	CS	\$0.00
1015-12511	*NON-RETURNABLE* Gloves, APEXPro XP100, XL, Powder Free Nitrile Exam Gloves 100EA/BX 10BX/CS	0	0	2	\$154.90	CS	\$0.00

Tracking Numbers: 393076745612 393076740632 Note: * Indicates taxable item							

Correspondence and inquiries
can be sent to:
5000 Tuttle Crossing Blvd
Dublin, OH 43016

Merchandise	309.80
Misc	0.00
Tax	0.00
Freight	0.00
Payment Recvd	0.00
Total	309.80



Bound Tree

Correspondence Address:
 5000 Tuttle Crossing Blvd
 Dublin, OH 43016
 PHONE: (800) 533-0523
 FAX: (800) 257-5713
 www.boundtree.com



Invoice

Invoice#	83636027
Date	05/21/2020
Page	1 of 1
Account#	237598

TIN# 31-1739487

Customer DEA License No:

GLOUCESTER CO PROSECUTORS OFFICE
 PO BOX 623
 WOODBURY, NJ 08096-7623

Ship To: SHIP001
 GLOUCESTER CO PROSECUTORS OFFICE
 70 HUNTER ST
 WOODBURY, NJ 08096-4606

Invoice #	Customer #	Customer Name	Ship Method	Ship Date	Payment Terms		
20-03445	101758004	J VOYT	NO FRT	05/21/2020	NET 30		
<p>THE FOLLOWING ITEMS SHIPPED FROM: 12 1605 ZEAGER RD SUITE 101 ELIZABETHTOWN, PA 17022 BTM Distributor License No: 5003221</p>							
1015-12508		*NON-RETURNABLE* Gloves, APEXPro XP100, SM, Powder Free Nitrile Exam Gloves 100EA/BX 10BX/CS	5	0	5	\$154.90 CS	\$0.00
1015-12509		*NON-RETURNABLE* Gloves, APEXPro XP100, MED, Powder Free Nitrile Exam Gloves 100EA/BX 10BX/CS	15	2	9	\$154.90 CS	\$309.80
1015-12510		*NON-RETURNABLE* Gloves, APEXPro XP100, LG, Powder Free Nitrile Exam Gloves 100EA/BX 10BX/CS	25	0	21	\$154.90 CS	\$0.00
1015-12511		*NON-RETURNABLE* Gloves, APEXPro XP100, XL, Powder Free Nitrile Exam Gloves 100EA/BX 10BX/CS	15	0	2	\$154.90 CS	\$0.00
<p>Tracking Numbers: 393076740632 393076745812 Note: * indicates taxable item</p>							

	309.80
	0.00
	0.00
	0.00
	0.00
	309.80

Correspondence and inquiries can be sent to:
 5000 Tuttle Crossing Blvd
 Dublin, OH 43016



Correspondence Address:
 5000 Tuttle Crossing Blvd
 Dublin, OH 43016
 PHONE: (800) 533-0523
 FAX: (800) 257-5713
 www.boundtree.com

Please Remit to:
BOUND TREE MEDICAL, LLC
 23537 Network Place
 Chicago, IL 60673-1235

Invoice

Invoice #	83649878
Date	6/3/2020
Page	1 of 1
Account #	237598

TIN# 31-1739487

Customer DEA License No:



2 / 91 000000091 01 MB 0.436
 GLOUCESTER CO PROSECUTORS OFFICE
 PO BOX 623
 WOODBURY, NJ 08096-7623

Ship To: SHIP001
 GLOUCESTER CO PROSECUTORS OFFICE
 70 HUNTER ST
 WOODBURY, NJ 08096-4606

Purchase Order #	Sales Order #	Sales Person	Ship Via	Ship Date	Payment Terms		
20-03445	101758004	J VOYT	NO FRT	06/03/2020	NET 30		
Item #	Description	Ordered	Shipped	B/O	Unit Price	UOM	Ext. Price

	THE FOLLOWING ITEMS SHIPPED FROM: 12 1605 ZEAGER RD SUITE 101 ELIZABETHTOWN, PA 17022 BTM Distributor License No: 5003221						
1015-12508	*NON-RETURNABLE* Gloves, APEXPro XP100, SM, Powder Free Nitrile Exam Gloves 100EA/BX 10BX/CS	0	0	5	\$154.90	CS	\$0.00
1015-12509	*NON-RETURNABLE* Gloves, APEXPro XP100, MED, Powder Free Nitrile Exam Gloves 100EA/BX 10BX/CS	0	0	9	\$154.90	CS	\$0.00
1015-12510	*NON-RETURNABLE* Gloves, APEXPro XP100, LG, Powder Free Nitrile Exam Gloves 100EA/BX 10BX/CS	0	0	21	\$154.90	CS	\$0.00
1015-12511	*NON-RETURNABLE* Gloves, APEXPro XP100, XL, Powder Free Nitrile Exam Gloves 100EA/BX 10BX/CS	2	2	0	\$154.90	CS	\$309.80
Tracking Numbers: 393481980068 393481982715 Note: * Indicates taxable item							

Merchandise	309.80
Misc	0.00
Tax	0.00
Freight	0.00
Payment Recvd	0.00
Total	309.80

Correspondence and inquiries
 can be sent to:
 5000 Tuttle Crossing Blvd
 Dublin, OH 43016



Bound Tree

Correspondence Address:
 5000 Tuttle Crossing Blvd
 Dublin, OH 43016
 PHONE: (800) 533-8523
 FAX: (800) 257-5713
 www.boundtree.com



Invoice

Invoice #	83649878
Date	06/03/2020
Page	1 of 1
Account #	237598

TIN# 31-1739487

Customer DEA License No:

GLOUCESTER CO PROSECUTORS OFFICE
 PO BOX 623
 WOODBURY, NJ 08096-7623

Ship To: SHIP001
 GLOUCESTER CO PROSECUTORS OFFICE
 70 HUNTER ST
 WOODBURY, NJ 08096-4606

Invoice #	Invoice Number	Account Name	Shipping Method	Ship Date	Payment Terms		
20-03445	101758004	J VOYT	NO FRT	06/03/2020	NET 30		
THE FOLLOWING ITEMS SHIPPED FROM: 12 1605 ZEAGER RD SUITE 101 ELIZABETHTOWN, PA 17022 BTM Distributor License No: 5003221							
Item #	Description	Quantity	Unit Price	Ext Price	UOM	Net Price	Net Total
1015-12508	*NON-RETURNABLE* Gloves, APEXPro XP100, SM, Powder Free Nitrile Exam Gloves 100EA/BX 10BX/CS	5	0	5	\$154.90	CS	\$0.00
1015-12509	*NON-RETURNABLE* Gloves, APEXPro XP100, MED, Powder Free Nitrile Exam Gloves 100EA/BX 10BX/CS	15	0	9	\$154.90	CS	\$0.00
1015-12510	*NON-RETURNABLE* Gloves, APEXPro XP100, LG, Powder Free Nitrile Exam Gloves 100EA/BX 10BX/CS	25	0	21	\$154.90	CS	\$0.00
1015-12511	*NON-RETURNABLE* Gloves, APEXPro XP100, XL, Powder Free Nitrile Exam Gloves 100EA/BX 10BX/CS	15	2	0	\$154.90	CS	\$309.80
Tracking Numbers: 393481980068 393481982715 Note: * Indicates taxable item							

Subtotal	309.80
Discount	0.00
Shipping	0.00
Excise	0.00
Net Total	309.80

Correspondence and inquiries can be sent to:
 5000 Tuttle Crossing Blvd
 Dublin, OH 43016



Quotation

Quotation#:

04/16/2020

Account Number: 237598-SHIP001

BILL-TO

GLOUCESTER CO PROSECUTORS OFFICE

PO BOX 623

WOODBURY, NJ 08096-7623

Ship Method: >\$150 NO FRT

Payment Terms: NET 30

SHIP-TO

GLOUCESTER CO PROSECUTORS OFFICE

70 HUNTER ST

WOODBURY, NJ 08096-4606

Contact Name

Phone Number

Item	UOM	Description	Qty	Price	Ext.Price	Exp.Date
3520-10703	25/CS	*NON-RETURNABLE* Microchem AlphaTec 68 2000 Hooded Booted Coverall MED 25/CS	10	\$ 114.63	\$ 1,146.30	06/30/2020
3520-10704	25/CS	*NON-RETURNABLE* Microchem AlphaTec 68 2000 Hooded Booted Coverall LG 25/CS	10	\$ 114.63	\$ 1,146.30	06/30/2020
3520-10706	25/CS	*NON-RETURNABLE* Microchem AlphaTec 68 2000 Hooded Booted Coverall 2XL 25/CS	10	\$ 114.63	\$ 1,146.30	06/30/2020
1042-17932	1/PR	Microchem Alphatec 682000 Bound Overboots Antislip Sole	500	\$ 3.20	\$ 1,600.00	06/30/2020

Quote Total \$ 5,038.90

Comments:

****ORDERS FOR THESE ITEMS ARE NON-RETURNABLE AND NON-CANCELABLE****

Jacquelyn Voyt

Boundtree | Account Manager

5000 Tuttle Crossing Blvd. | Dublin, OH 43016

Phone: 609-500-0533 | Fax:

jacquelyn.voyt@boundtree.com |

Sales tax will be applied to customers who are not exempt.

Shipping charges will be prepaid and added to the invoice unless otherwise stated.

This quotation is valid until the quote expires or the manufacturer's price to Bound Tree Medical increases.



Quotation

Quotation#:

05/04/2020

Account Number: 237598-SHIP001

BILL-TO

GLOUCESTER CO PROSECUTORS OFFICE

PO BOX 623

WOODBURY, NJ 08096-7623

Ship Method: >\$150 NO FRT

Payment Terms: NET 30

SHIP-TO

GLOUCESTER CO PROSECUTORS OFFICE

70 HUNTER ST

WOODBURY, NJ 08096-4606

Contact Name

Phone Number

Item	UOM	Description	Qty	Price	Ext.Price	Exp.Date
1015-29602	1000/CS	*NON-RETURNABLE* Gloves, MidKnight, MED, Black, Nitrile, Powder Free 100/bx	1	\$ 98.71	\$ 98.71	06/30/2020
290327	500/CS	*NON-RETURNABLE* Gloves, Supreno EC, LG, Nitrile, Powder Free, Textured, High Risk,	2	\$ 86.55	\$ 173.10	06/30/2020
290328	500/CS	*NON-RETURNABLE* Gloves, Supreno EC, XL, Nitrile, Powder Free, Textured, High Risk,	2	\$ 86.55	\$ 173.10	06/30/2020
R4388	500/CS	*NON-RETURNABLE* Gloves, Supreno EC, 2XL, Nitrile, Powder Free, Textured, High Risk,	1	\$ 86.55	\$ 86.55	06/30/2020

Quote Total \$ 531.46

Comments:

Jacquelyn Voyt

Boundtree | Account Manager

5000 Tuttle Crossing Blvd. | Dublin, OH 43016

Phone: 609-500-0533 | Fax:

jacquelyn.voyt@boundtree.com |

Sales tax will be applied to customers who are not exempt.

Shipping charges will be prepaid and added to the invoice unless otherwise stated.

This quotation is valid until the quote expires or the manufacturer's price to Bound Tree Medical increases.



Quotation

Quotation#:

04/16/2020

Account Number: 237598-SHIP001

BILL-TO

GLOUCESTER CO PROSECUTORS OFFICE
PO BOX 623
WOODBURY, NJ 08096-7623

Ship Method: >\$150 NO FRT

Payment Terms: NET 30

SHIP-TO

GLOUCESTER CO PROSECUTORS OFFICE
70 HUNTER ST
WOODBURY, NJ 08096-4606

Contact Name

Phone Number

Item	UOM	Description	Qty	Price	Ext.Price	Exp.Date
1031-07302	500/CS	*NON-RETURNABLE* Face Mask, MediChoice Procedure Mask w/Anti-Fog Foam, High Fluid Resistance, Indig	15	\$ 80.55	\$ 1,208.25	06/30/2020
1511	20/BX	*NON-RETURNABLE* Particulate Respirator, N95 Mask, SM w/Nose Flange, Latex Free	47	\$ 21.19	\$ 995.93	06/30/2020
1031-87010	20/BX	*NON-RETURNABLE* *NONRETURN* Particulate Respirator, 3M Aura 1870+N95,Std SZ Mask, FLT Fold	199	\$ 26.99	\$ 5,371.01	06/30/2020
291860	20/BX	*NON-RETURNABLE* Particulate Respirator, N95, REG Size, Cup, Blue, Nosefoam, Fluid Resistant, Disp,	199	\$ 20.03	\$ 3,985.97	06/30/2020

Quote Total \$11,561.16

Comments:

****ORDERS FOR THESE ITEMS ARE NON-RETURNABLE AND NON-CANCELABLE****

Jacquelyn Voyt

Boundtree | Account Manager

5000 Tuttle Crossing Blvd. | Dublin, OH 43016

Phone: 609-500-0533 | Fax:

jacquelyn.voyt@boundtree.com |

Sales tax will be applied to customers who are not exempt.

Shipping charges will be prepaid and added to the invoice unless otherwise stated.



Quotation

Quotation#:

04/16/2020

Account Number: 237598-SHIP001

BILL-TO

GLOUCESTER CO PROSECUTORS OFFICE

PO BOX 623

WOODBURY, NJ 08096-7623

Ship Method: >\$150 NO FRT

Payment Terms: NET 30

SHIP-TO

GLOUCESTER CO PROSECUTORS OFFICE

70 HUNTER ST

WOODBURY, NJ 08096-4606

Contact Name

Phone Number

Item	UOM	Description	Qty	Price	Ext.Price	Exp.Date
GW16GB80	10/BX	*NON-RETURNABLE* SCORPION BLACK FRAME/CLEAR LENS SAFETY GLASSES 1/EA 10EA/BX	20	\$ 25.20	\$ 504.00	06/30/2020
1063-34615	24/CS	*NON-RETURNABLE* Hand Sanitizer, Kleenex Ultra Moisturizing Foam, 1.5 oz 24ea/cs	4	\$ 185.28	\$ 741.12	6/30/2020
1063-34626	4/CS	*NON-RETURNABLE* Hand Sanitizer, Kleenex Ultra Moisturizing Foam, 18 oz 4ea/cs	25	\$ 100.36	\$ 2,509.00	06/30/2020
1061-35910	6/CS	*NON-RETURNABLE* SaniZide Pro 1 32 oz. Bottle w/ Sprayer 1/EA 6EA/CS	40	\$ 67.86	\$ 2,714.40	06/30/2020
1061-35100	12/CS	*NON-RETURNABLE* Cavi One Disinfectant Wipes, 6 In X 6.75 In, 160/TB, 12TB/CS	10	\$ 160.99	\$ 1,609.90	06/30/2020

Quote Total \$ 8,078.42

Comments:

****ORDERS FOR THESE ITEMS ARE NON-RETURNABLE AND NON-CANCELABLE****

Jacquelyn Voyt

Boundtree | Account Manager

5000 Tuttle Crossing Blvd. | Dublin, OH 43016

Phone: 609-500-0533 | Fax:

jacquelyn.voyt@boundtree.com |



Quotation

Quotation#:

04/27/2020

Account Number: 237598-SHIP001

BILL-TO

GLOUCESTER CO PROSECUTORS OFFICE
PO BOX 623
WOODBURY, NJ 08096-7623

Ship Method: >\$150 NO FRT

Payment Terms: NET 30

SHIP-TO

GLOUCESTER CO PROSECUTORS OFFICE
70 HUNTER ST
WOODBURY, NJ 08096-4606

Contact Name

Phone Number

Item	UOM	Description	Qty	Price	Ext Price	Exp Date
3520-17896	30/CS	Alphatec 682000 Bound Lab Coat MED 30/CS	5	\$ 145.50	\$ 727.50	06/30/2020
3520-17897	30/CS	Alphatec 682000 Bound Lab Coat LG 30/CS	5	\$ 145.50	\$ 727.50	06/30/2020
3520-17899	30/CS	Alphatec 682000 Bound Lab Coat 2XL 30/CS	5	\$ 145.50	\$ 727.50	06/30/2020

Quote Total \$ 2,182.50

Jacquelyn Voyt

Boundtree | Account Manager

5000 Tuttle Crossing Blvd. | Dublin, OH 43016

Phone: 609-500-0533 | Fax:

jacquelyn.voyt@boundtree.com |

Sales tax will be applied to customers who are not exempt.

Shipping charges will be prepaid and added to the invoice unless otherwise stated.

This quotation is valid until the quote expires or the manufacturer's price to Bound Tree Medical increases.

To place an order, please visit our website at www.boundtree.com, login and add to your shopping cart

or call (800) 533-0523

fax (800) 257-5713

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. 20-02667

Pg 1 **SHIP TO**
 GLOUC. CO COMMUNICATION CENTER
 1200 N. DELSEA DR., BUILDING B
 CLAYTON, NJ 08312
 856-307-7100

ORDER DATE: 03/30/20
 REQUISITION NO: R0-15955
 DELIVERY DATE:
 STATE CONTRACT:
 ACCOUNT NUM:

VENDOR #: BOUNDTREE
 BOUND TREE MEDICAL, LLC
 ATTN: CASEY STOWE
 5000 TUTTLE CROSSING BLVD
 DUBLIN, OH 43016

SALES TAX ID # 21-6000660

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
200.00/EA	PA032020KAL3 Catalog #: 87-FH603005 HEAT MOISTURE EXCHANGER HME, W/FILTER	T-03-08-521-130-20201 COVID-19 Expenses	1.8300	366.00
			TOTAL	366.00

RECEIVED
 APR 29 2020
 GLOUCESTER COUNTY PURCHASING

CLAIMANT'S CERTIFICATE & DECLARATION	RECEIVER'S CERTIFICATION	APPROVAL TO PURCHASE
I do solemnly declare and certify under penalties of the law that the within bill is correct in all its particulars; that the articles have been furnished or services rendered as stated therein; that no bonus has been given or received by any persons within the knowledge of this claimant in connection with the above claim; that the amount therein stated is justly due and owing; and that the amount charged is a reasonable one. X <i>Brenda Indrigo</i> 4-11-20 VENDOR SIGN HERE DATE 31-1739487 4-11-20 TAX ID NO. OR SOCIAL SECURITY NO. DATE	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. _____ DEPARTMENT HEAD DATE	DO NOT ACCEPT THIS ORDER UNLESS IT IS SIGNED BELOW _____ TREASURER / CFO <i>Kimberly Lamb</i> QUALIFIED PURCHASING AGENT

MAIL VOUCHER WITH INVOICE TO THE "SHIP TO" ADDRESS

VOUCHER COPY-SIGN AT X AND RETURN FOR PAYMENT

County of Gloucester Purchasing Department
 PO Box 337, Woodbury, NJ 08096
 (856) 853-3420 • Fax (856) 251-6777

**PURCHASE ORDER / CAF
 CERTIFICATE AVAILABILITY FUNDS**
 THIS NUMBER MUST APPEAR ON ALL INVOICES
NO. 20-02010

Pg 1 **SHIP TO**
 GLOUC. CO COMMUNICATION CENTER
 1200 N. DELSEA DR., BUILDING B
 CLAYTON, NJ 08312
 856-307-7100

ORDER DATE: 03/06/20
 REQUISITION NO: R0-15442
 DELIVERY DATE:
 STATE CONTRACT: PD 19-051
 ACCOUNT NUM:

VENDOR
 BOUND TREE MEDICAL, LLC
 ATTN: CASEY STOWE
 5000 TUTTLE CROSSING BLVD
 DUBLIN, OH 43016
 VENDOR #: BOUNDTRE

SALES TAX ID # 21-6000660

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
24.00/EA	VIONEX LIQUID SOAP 18 OZ Catalog #: 205017	0-01-25-250-002-20450 Medical & Dental Supplies	6.2000	148.80
			TOTAL	148.80
		<i>Closed June 1 2020</i>		<i>B/O</i>
	RECEIVED MAR 25 2020 GLOUCESTER COUNTY PURCHASING			

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>X Brenda Holmquist 3/16/2020</i> VENDOR SIGN HERE DATE <i>31-1739487</i>	I, having knowledge of the facts, certify that the materials and supplies have been received or the services rendered; said certification being based on signed delivery slips or other reasonable procedures.	DO NOT ACCEPT THIS ORDER UNLESS IT IS SIGNED BELOW TREASURER / CFO <i>Kimberly [Signature]</i> QUALIFIED PURCHASING AGENT
TAX ID NO. OR SOCIAL SECURITY NO. DATE MAIL VOUCHER WITH INVOICE TO THE "SHIP TO" ADDRESS	DEPARTMENT HEAD DATE	

VOUCHER COPY-SIGN AT X AND RETURN FOR PAYMENT

County of Gloucester Purchasing Department
 PO Box 337, Woodbury, NJ 08096
 (856) 853-3420 • Fax (856) 251-6777

**PURCHASE ORDER / CAF
 CERTIFICATE AVAILABILITY FUNDS**
 THIS NUMBER MUST APPEAR ON ALL INVOICES
NO. 20-04257

Pg 1

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

ORDER DATE: 05/29/20
 REQUISITION NO: R0-17636
 DELIVERY DATE:
 STATE CONTRACT:
 ACCOUNT NUM:

RECEIVED
 BOUND TREE MEDICAL, LLC
 ATTN: CASEY STOWE
 5000 TUTTLE CROSSING BLVD
 DUBLIN, OH 43016
 VENDOR #: BOUNDTRE

SALES TAX ID # 21-6000660

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
38.00/EA	PA 031220KAL2 ADTEM MINI 432 NON CONTACT THERMOMETER INVOICE# 83573480	0-01-35-470-001-20208 COVID-19 Emergency Funds	51.9900	1,975.62
			TOTAL	1,975.62

RECEIVED
 JUN 8 2020
 GLOUCESTER COUNTY PURCHASING

CLAIMANT'S CERTIFICATE & DECLARATION	RECEIVER'S CERTIFICATION	APPROVAL TO PURCHASE
I do solemnly declare and certify under penalties of the law that the within bill is correct in all its particulars; that the articles have been furnished or services rendered as stated therein; that no bonus has been given or received by any persons within the knowledge of this claimant in connection with the above claim; that the amount therein stated is justly due and owing; and that the amount charged is a reasonable one. X <i>Brenda Trolinger</i> 6-2-20 VENDOR SIGN HERE DATE 31-1739487	I, having knowledge of the facts, certify that the materials and supplies have been received or the services rendered; said certification being based on signed delivery slips or other reasonable procedures.	DO NOT ACCEPT THIS ORDER UNLESS IT IS SIGNED BELOW
TAX ID NO. OR SOCIAL SECURITY NO. DATE MAIL VOUCHER WITH INVOICE TO THE "SHIP TO" ADDRESS	DEPARTMENT HEAD DATE	TREASURER / CFO QUALIFIED PURCHASING AGENT

RECEIVING COPY

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. 20-05305

Pg 1

SHIP TO

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

VENDOR

VENDOR #: BOUNDTREE

BOUND TREE MEDICAL, LLC
ATTN: CASEY STOWE
5000 TUTTLE CROSSING BLVD
DUBLIN, OH 43016

ORDER DATE: 06/23/20
REQUISITION NO: R0-18779
DELIVERY DATE:
STATE CONTRACT:
ACCOUNT NUM:

SALES TAX ID # 21-6000660

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
1.00/EA	PA# 032520KAL2 INVOICE# 83621713 MEDSOURCE NON CONTACT INFRARED THERMOMETER	0-01-35-470-001-20208 COVID-19 Emergency Funds	5,849.5000	5,849.50
1.00/EA	INVOICE# 83621714 MEDSOURCE NON CONTACT INFRARED THERMOMETER.	0-01-35-470-001-20208 COVID-19 Emergency Funds	5,849.5000	5,849.50
2.00/EA	INVOICE# 83628681 ADTEMP MINI THERMOMETER	0-01-35-470-001-20208 COVID-19 Emergency Funds	51.9900	103.98
			TOTAL	11,802.98

CLAIMANT'S CERTIFICATE & DECLARATION		RECEIVER'S CERTIFICATION	APPROVAL TO PURCHASE
I do solemnly declare and certify under penalties of the law that the within bill is correct in all its particulars; that the articles have been furnished or services rendered as stated therein; that no bonus has been given or received by any persons within the knowledge of this claimant in connection with the above claim; that the amount therein stated is justly due and owing; and that the amount charged is a reasonable one.		I, having knowledge of the facts, certify that the materials and supplies have been received or the services rendered; said certification being based on signed delivery slips or other reasonable procedures.	DO NOT ACCEPT THIS ORDER UNLESS IT IS SIGNED BELOW
VENDOR SIGN HERE <i>X/ Brenda Inoué</i> DATE 7/16/20	TREASURER / CFO <i>[Signature]</i> QUALIFIED PURCHASING AGENT		
TAX ID NO. OR SOCIAL SECURITY NO. 31-1739487 DATE	DEPARTMENT HEAD DATE		
MAIL VOUCHER WITH INVOICE TO THE "SHIP TO" ADDRESS			

VOUCHER COPY-SIGN AT X AND RETURN FOR PAYMENT

County of Gloucester Purchasing Department

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

**PURCHASE ORDER / CAF
CERTIFICATE AVAILABILITY FUNDS**

THIS NUMBER MUST APPEAR ON ALL INVOICES

NO. 20-03418

Pg

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

**V
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VENDOR #: BOUNDTREE

BOUND TREE MEDICAL, LLC
ATTN: CASEY STOWE
5000 TUTTLE CROSSING BLVD
DUBLIN, OH 43016

ORDER DATE: 04/28/20
REQUISITION NO: R0-16898
DELIVERY DATE:
STATE CONTRACT:
ACCOUNT NUM:

SALES TAX ID # 21-6000660

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
48.00	Particulate Respirator, N95 Mask, SM w/ Nose Flange, Latex Free	0-01-35-470-001-20208 COVID-19 Emergency Funds	21.1900	1,017.12
199.00	Item #: 1511 Particulate Respirator, 3M Aura 1870+N95, Std SZ Mask, FLT Fold	0-01-35-470-001-20208 COVID-19 Emergency Funds	26.9900	5,371.01
199.00	Item #: 1031-87010 Particulate Respirator, N95, REG Size, Cup, Blue, Nosefoam, Fluid Resistant	0-01-35-470-001-20208 COVID-19 Emergency Funds	20.0300	3,985.97
15.00	Item #: 291860 Fask Mask, MediChoice, Procedure Mask w/Anti-Fog Foam, High Fluid Resistance	0-01-35-470-001-20208 COVID-19 Emergency Funds	80.5500	1,208.25
	Item #: 1031-07302		TOTAL	11,582.35

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>X</p> <p>VENDOR SIGN HERE _____ DATE _____</p> <p>TAX ID NO. OR SOCIAL SECURITY NO. _____ DATE _____</p> <p>MAIL VOUCHER WITH INVOICE TO THE "SHIP TO" ADDRESS</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>DEPARTMENT HEAD _____ DATE _____</p>	<p>DO NOT ACCEPT THIS ORDER UNLESS IT IS SIGNED BELOW</p> <p>TREASURER / CFO _____</p> <p>QUALIFIED PURCHASING AGENT _____</p>

PURCHASING COPY

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. 20-03445

Pg 1 **SHIP TO**
 GLOUC. CO PROSECUTORS OFFICE
 PO BOX 623, 70 HUNTER ST.
 WOODBURY, NJ 08096 (3RD FLOOR)
 856-384-5500/JUSTICE COMPLEX

ORDER DATE: 04/29/20
 REQUISITION NO: R0-16904
 DELIVERY DATE:
 STATE CONTRACT:
 ACCOUNT NUM:

VENDOR
 BOUND TREE MEDICAL, LLC
 ATTN: CASEY STOWE
 5000 TUTTLE CROSSING BLVD
 DUBLIN, OH 43016
 VENDOR #: BOUNDTRE

SALES TAX ID # 21-6000660

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
5.00	Gloves, APEXPro XP100, SM Powder Free Nitrile Exam Gloves 100ea/bx 10bx/cs Item #: 1015-12508	0-01-35-470-001-20208 COVID-19 Emergency Funds	154.9000	774.50
15.00	Gloves, APEXPro XP100, MED Powder Free Nitrile Exam Gloves 100ea/bx 10bx/cs Item #: 1015-12509	0-01-35-470-001-20208 COVID-19 Emergency Funds	154.9000	2,323.50
25.00	Gloves, APEXPro XP100, LG Powder Free Nitrile Exam Gloves 100ea/bx 10bx/cs Item #: 1015-12510	0-01-35-470-001-20208 COVID-19 Emergency Funds	154.9000	3,872.50
15.00	Gloves, APEXPro XP100, XL Powder Free Nitrile Exam Gloves 100ea/bx 10bx/cs Item #: 1015-12511	0-01-35-470-001-20208 COVID-19 Emergency Funds	154.9000	2,323.50
			TOTAL	9,294.00

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

PURCHASING COPY

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. 20-03446

Pg 1

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

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VENDOR #: BOUNDTRE
 BOUND TREE MEDICAL, LLC
 ATTN: CASEY STOWE
 5000 TUTTLE CROSSING BLVD
 DUBLIN, OH 43016

ORDER DATE: 04/29/20
 REQUISITION NO: R0-16907
 DELIVERY DATE:
 STATE CONTRACT:
 ACCOUNT NUM:

SALES TAX ID # 21-6000660

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
10.00	Microchem AlphaTec 60 2000 Hooded Booted Coverall MED 25/CS Item #: 3520-10703	0-01-35-470-001-20208 COVID-19 Emergency Funds	114.6300	1,146.30
10.00	Microchem AlphaTec 60 2000 Hooded Booted Coverall LG 25/CS Item #: 3520-10704	0-01-35-470-001-20208 COVID-19 Emergency Funds	114.6300	1,146.30
10.00	Microchem AlphaTec 60 2000 Hooded Booted Coverall XL 25/CS Item #: 3520-10706	0-01-35-470-001-20208 COVID-19 Emergency Funds	114.6300	1,146.30
500.00	Microchem Alphatec 682000 Bound Overboots Antislip Sole Item #: 1042-17932	0-01-35-470-001-20208 COVID-19 Emergency Funds	3.2000	1,600.00
			TOTAL	5,038.90

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

MAIL VOUCHER WITH INVOICE TO THE "SHIP TO" ADDRESS

PURCHASING COPY

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. 20-03987

Pg 1

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

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VENDOR #: BOUNDTRE

BOUND TREE MEDICAL, LLC
ATTN: CASEY STOWE
5000 TUTTLE CROSSING BLVD
DUBLIN, OH 43016

ORDER DATE: 05/15/20
REQUISITION NO: R0-17430
DELIVERY DATE:
STATE CONTRACT:
ACCOUNT NUM:

SALES TAX ID # 21-6000660

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
1.00	Gloves, MidKnight, MED, Black Nitrile, Powder Free, 100/bx Item #: 1015-29602	0-01-35-470-001-20208 COVID-19 Emergency Funds	98.7100	98.71
2.00	Gloves, Supreno EC, LG, Nitrile, Powder Free, Textured, High Risk Item #: 290327	0-01-35-470-001-20208 COVID-19 Emergency Funds	86.5500	173.10
2.00	Gloves, Supreno EC, XL, Nitrile, Powder Free, Textured, High Risk Item #: 290328	0-01-35-470-001-20208 COVID-19 Emergency Funds	86.5500	173.10
1.00	Gloves, Supreno EC, 2XL, Nitrile, Powder Free, Textured, High Risk Item #: R4388	0-01-35-470-001-20208 COVID-19 Emergency Funds	86.5500	86.55
			TOTAL	531.46

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>X</p> <p>VENDOR SIGN HERE _____ DATE _____</p> <p>TAX ID NO. OR SOCIAL SECURITY NO. _____ DATE _____</p> <p>MAIL VOUCHER WITH INVOICE TO THE "SHIP TO" ADDRESS</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>DEPARTMENT HEAD _____ DATE _____</p>	<p>DO NOT ACCEPT THIS ORDER UNLESS IT IS SIGNED BELOW</p> <p>TREASURER / CFO _____</p> <p>QUALIFIED PURCHASING AGENT _____</p>

PURCHASING COPY

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. 20-04013

Pg. 1

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

ORDER DATE: 05/18/20
 REQUISITION NO: R0-16903
 DELIVERY DATE:
 STATE CONTRACT:
 ACCOUNT NUM:

VENDOR
 BOUND TREE MEDICAL, LLC
 ATTN: CASEY STOWE
 5000 TUTTLE CROSSING BLVD
 DUBLIN, OH 43016
 VENDOR #: BOUNDTRE

SALES TAX ID # 21-6000660

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
47.00	Particulate Respirator, N95 Mask, SM w/ Nose Flange, Latex Free	0-01-35-470-001-20208 COVID-19 Emergency Funds	21.1900	995.93
199.00	Item #: 1511 Particulate Respirator, 3M Aura 1870+N95, Std SZ Mask, FLT Fold	0-01-35-470-001-20208 COVID-19 Emergency Funds	26.9900	5,371.01
199.00	Item #: 1031-87010 Particulate Respirator, N95, REG Size, Cup, Blue, Nosefoam, Fluid Resistant	0-01-35-470-001-20208 COVID-19 Emergency Funds	20.0300	3,985.97
15.00	Item #: 291860 Fask Mask, MediChoice Procedure Mask w/Anti-Fog Foam, High Fluid Resistance	0-01-35-470-001-20208 COVID-19 Emergency Funds	80.5500	1,208.25
	Item #: 1031-07302			
			TOTAL	11,561.16

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

PURCHASING COPY

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. 20-04014

Pg 1

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

VENDOR
VENDOR #: BOUNDTREE
BOUND TREE MEDICAL, LLC
ATTN: CASEY STOWE
5000 TUTTLE CROSSING BLVD
DUBLIN, OH 43016

ORDER DATE: 05/18/20
REQUISITION NO: R0-16909
DELIVERY DATE:
STATE CONTRACT:
ACCOUNT NUM:

SALES TAX ID # 21-6000660

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
20.00	Scorpion Black Frame/Clear Lens Safety Glasses 1/ea 10ea/box Item #: GW16GB80	0-01-35-470-001-20208 COVID-19 Emergency Funds	25.2000	504.00
4.00	Hand Sanitizer, Kleenex Ultra Moisturizing Foam, 1.5 oz 24ea/cs Item #: 1063-34615	0-01-35-470-001-20208 COVID-19 Emergency Funds	185.2800	741.12
25.00	Hand Sanitizer, Kleenex Ultra Moisturizing Foam, 18 oz 4ea/cs Item #: 1063-34626	0-01-35-470-001-20208 COVID-19 Emergency Funds	100.3600	2,509.00
40.00	Sanizide Pro 1 32 oz. Bottle w/ Sprayer 1/EA 6EA/CS Item #: 1061-35910	0-01-35-470-001-20208 COVID-19 Emergency Funds	67.8600	2,714.40
10.00	Cavi One Disinfectant Wipes, 6 in x 6.75 in, 160/TB, 12TB/CS Item #: 1061-35100	0-01-35-470-001-20208 COVID-19 Emergency Funds	160.9900	1,609.90
			TOTAL	8,078.42

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

MAIL VOUCHER WITH INVOICE TO THE "SHIP TO" ADDRESS

PURCHASING COPY

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. 20-04015

Pg 1

SHIP TO

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

VENDOR

VENDOR #: BOUNDTRE

BOUND TREE MEDICAL, LLC
ATTN: CASEY STOWE
5000 TUTTLE CROSSING BLVD
DUBLIN, OH 43016

ORDER DATE: 05/18/20
REQUISITION NO: R0-16965
DELIVERY DATE:
STATE CONTRACT:
ACCOUNT NUM:

SALES TAX ID # 21-6000660

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
5.00	Alphatec 682000 Bound Lab Coat MED 30/CS Item #: 3520-17896	0-01-35-470-001-20208 COVID-19 Emergency Funds	145.5000	727.50
5.00	Alphatec 682000 Bound Lab Coat LG 30/CS Item #: 3520-17897	0-01-35-470-001-20208 COVID-19 Emergency Funds	145.5000	727.50
5.00	Alphatec 682000 Bound Lab Coat 2XL 30/CS Item #: 3520-17899	0-01-35-470-001-20208 COVID-19 Emergency Funds	145.5000	727.50
			TOTAL	2,182.50

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>X</p> <p>VENDOR SIGN HERE _____ DATE _____</p> <p>TAX ID NO. OR SOCIAL SECURITY NO. _____ DATE _____</p> <p>MAIL VOUCHER WITH INVOICE TO THE "SHIP TO" ADDRESS</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>DEPARTMENT HEAD _____ DATE _____</p>	<p>DO NOT ACCEPT THIS ORDER UNLESS IT IS SIGNED BELOW</p> <p>TREASURER / CFO _____</p> <p>QUALIFIED PURCHASING AGENT _____</p>

PURCHASING COPY

Bumtree

**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: Prosecutor's Office
(NAME OF DEPARTMENT)

2. THIS EMERGENCY OCCURRED ON: March 9, 2020
(DATE)

3. THE NATURE OF THE EMERGENCY IS:
Public Health Emergency due to COVID-19

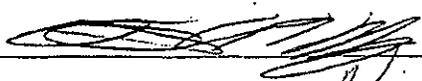
4. THIS CONDITION CONSTITUTES AN EMERGENCY AFFECTING THE IMMEDIATE HEALTH, SAFETY OR WELFARE OF THE PUBLIC.

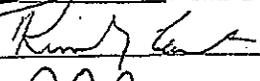
5. DESCRIPTION OF CONDITION AND HOW IT AFFECTS HEALTH, SAFETY OR WELFARE.
COVID-19 is a virus that spreads mainly through respiratory droplets. The virus can cause mild symptoms to severe illness

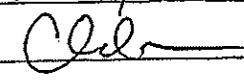
6. IT IS NECESSARY TO INVOKE N.J.S.A. 40A:11-6 (EMERGENCY PURCHASES AND CONTRACTS) IN ORDER TO OBTAIN THE DELIVERY OF THE MATERIALS, SUPPLIES, OR SERVICES DESCRIBED IN THE ATTACHED REQUISITION # Attached THE ESTIMATED COST OF FURNISHING THE MATERIALS, SUPPLIES OR SERVICES IS \$48,821.20 48,268.79

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  DATE 7-25-2020

QUALIFIED PURCHASING AGENT 

APPROVED BY COUNTY ADMINISTRATOR 

Bound Tree

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: EMS/ERC
(NAME OF DEPARTMENT)
2. THIS EMERGENCY OCCURRED ON: 2020 COVID
(DATE)
3. THE NATURE OF THE EMERGENCY IS:
COVID-CRISIS
4. 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.
Thermometers, filters for
for 1st Responders BUM's
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 # _____ THE ESTIMATED COST OF FURNISHING THE MATERIALS, SUPPLIES OR SERVICES IS \$ 14,144.60 \$14,293.40
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 JL Butts DATE _____
QUALIFIED PURCHASING AGENT Kimberly
APPROVED BY COUNTY ADMINISTRATOR Chlor

F-1

**RESOLUTION AUTHORIZING AN AMENDMENT TO THE LOCAL
CORE CAPACITY FOR PUBLIC HEALTH EMERGENCY PREPAREDNESS
LINCS GRANT PROGRAM #PHLP21LNC**

WHEREAS, a grant application with NJ Department of Health (“NJDOH”) was authorized by resolution adopted May 27, 2020, for the Local Core Capacity for Public Health Emergency Preparedness Grant; and

WHEREAS, said resolution further set forth the acceptance of grant funds in the amount of \$280,803.00, for grant period July 1, 2020 to June 30, 2021; and

WHEREAS, following submission of the application the County received a Revised Letter of Intent from NJDOH dated July 23, 2020 indicating that the funds to be awarded for the grant program (#PHLP21LNC) would be increased by \$331,000.00, for a new total grant amount of \$611,803.00.

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

1. That amendment to the Local Core Capacity for Public Health Emergency Preparedness LINCS Grant Program #PHLP21LNC, and resulting grant agreement are hereby approved, and that the County hereby accepts the total grant amount of \$611,803.00 for the term July 1, 2020 to June 30, 2021.
2. That the Freeholder Director is hereby authorized and directed to execute, and the Clerk of the Board is authorized to attest to, any documents necessary to effectuate said amendment.
3. That all terms and provisions of the original grant that are not amended herein shall remain in full force and effect.

ADOPTED, at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on August 26, 2020 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

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



State of New Jersey
 DEPARTMENT OF HEALTH
 PO BOX 360
 TRENTON, N.J. 08625-0360

PHILIP D. MURPHY
 Governor

www.nj.gov/health

SHEILA Y. OLIVER
 Lt. Governor

JUDITH M. PERSICHILLI, RN, BSN, MA
 Commissioner

July 23, 2020

Annmarie Ruiz
 Gloucester County Department of Health & Senior Services
 204 East Holly Avenue
 Sewell, NJ 08080

Dear Health Officer,

SUBJECT: REVISED LETTER OF INTENT

The New Jersey Department of Health, Division of Public Health Infrastructure, Laboratories, and Emergency Preparedness intends to process your Grant application for the Local Core Capacity for Public Health Emergency Preparedness LINC Grant Program PHL21LNC in the amount of \$611,803. The award of a grant for this project is contingent upon the execution of a grant agreement by the Department's Approval Officer and the availability of funds. This award will be effective for the grant period 07/01/2020 through 06/30/2021.

Please consider this letter as notice of the Division's intent to fund this project in accordance with the legal provisions of the subject grant. Once an agreement has been executed, it will be available for your review in the Department's online grant system, the System for Administering Grants Electronically (SAGE), which can be accessed at www.sage.nj.gov. The Department will not provide cash payments for any project-related costs until an executed agreement has been issued. Any payments made under the grant will be made in accordance with the terms of the Grant Agreement.

The Grantee recognizes and agrees that funding under a grant agreement is expressly dependent upon the availability of funds to the Department, appropriated by the State Legislature from State or federal revenue, or such other funding sources as may be applicable. The Department shall not be held liable for any breach of this agreement, resulting from the absence of available funding appropriations.

Project Category	Funding Amount	Budget Period
CDC Base	\$178,803 + \$5,000 for I&Q Total = \$184,803	07/01/2020 - 06/30/2021
CDC CRI	\$102,000	07/01/2020 - 06/30/2021
COVID Response	\$325,000	07/01/2020 - 06/30/2021

The grant award will further be contingent upon the fiscal and programmatic completeness of your application, as well as the fulfillment of any grant objectives, if applicable. Grant applications are to be completed on-line via the System for Administering Grants Electronically (SAGE). "Terms and Conditions" as well as Cost Controlling Initiatives will apply and may be found under "Management Activities" within each application. SAGE can be accessed at www.sage.nj.gov. Paper applications will not be accepted. SAGE will be open for PHL21LNC on May 12, 2020 and close on June 10, 2020 at 11:59PM.

If you have any questions or are in need of assistance, contact Susan Johnson, Program Management Officer, at regionalprmo@doh.nj.gov or Peter Jezek, Grant Management Officer at peter.jezek@doh.nj.gov

Sincerely,

Dana B. Johnson
 Director, Office of Disaster Resilience

cc: SAGE Application
 Carl Michaels, Administrator
 Karen Fox Pawlak, Service Director
 Susan Johnson, Program Management Officer
 Peter Jezek, Grant Management Officer

BUDGET OFFICE
PROPOSED GRANT REVIEW

GRANT TITLE: Local Core Capacity for Public Health Emergency Preparedness

DATE APPLICATION REVIEWED: _____ AGENDA DATE: _____
DATE BUDGET AMENDMENT REVIEWED: 8/7/2022 AGENDA DATE: 8/22/2020

DEPARTMENT: 330 - Health Dept.

CONTINUATION OF GRANT NUMBER: 20-326

GRANT PERIOD: 7/1/20 to 6/30/21

GRANT AWARD: \$280,803.00

~~This Modification~~ \$ 331,000.00

CASH MATCH: N/A

CONTACT PERSON: K. Christina

FREQUENCY OF EXPENDITURE REPORTS: Quarterly

REIMBURSEMENT METHOD: _____

HAVE PRIOR YEAR REPORTS BEEN ON TIME: Y N

IF FEDERAL PROGRAM, CFDA NUMBER _____

COMMENTS / RECOMMENDATIONS:

See attached for 5 year analysis

Grant funding for this program has remained fixed.

Ad

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 August 6,2020

1. GRANT TITLE: Local Core Capacity for Public Health Emergency Preparedness Grant
2. DEPARTMENT: Health Department
3. GRANT ID NUMBER: STATE: PHLP21LNC

FEDERAL: _____

4. FUNDING AGENCY CONTACT PERSON: Carl Michaels
5. FUNDING AGENCY PHONE NUMBER: (609) 292-0290
6. GRANT AMOUNT: \$280,803.00

7. A. CASH MATCH AMOUNT: _____
(Attach mandated documentation)
B. IN-KIND MATCH: _____
C. MODIFICATION AMOUNT: 331,000.00
D. NEW TOTAL: \$ 611,803.00

8. CONTRACT PERIOD: FROM: 07/01/2020 TO: 06/30/2021
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: 10/10/2020;1/10/2021;4/10/2021
and 7/30/2021

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: NJ Department of Health will be providing funding to enhance the county's capabilities of emergency-ready public health department by upgrading, integrating and evaluating local public health jurisdictions' preparedness and responses.

14.
15. ARE BUDGET TRANSFERS PERMITTED WITHOUT GRANTOR APPROVAL?
YES x NO _____

DEPARTMENT HEAD: _____
Signature

DATE: _____

.....
Departmental Use Only

DATE RECEIVED BY GRANTS DIVISION: _____

DATE RECEIVED BY BUDGET OFFICE: _____

REVIEWED:

DEPARTMENT OF TREASURY, GRANTS DIVISION:

1. _____
Signature

2. _____
Signature

RESOLUTION AUTHORIZING APPLICATION TO THE STATE DEPARTMENT OF HEALTH FOR A CHILDHOOD LEAD EXPOSURE PREVENTION (CLEP) PROJECT GRANT FROM OCTOBER 1, 2020 TO JUNE 30, 2021, FOR AN AMOUNT TO BE DETERMINED

WHEREAS, the County of Gloucester, through its Department of Health and Human and Services, desires to apply for a Childhood Lead Exposure Prevention (CLEP) Project Grant, which supports services provided on behalf of the State of New Jersey for childhood blood lead screenings, case management and environmental interventions in accordance with N.J.A.C. 8:51; and

WHEREAS, the grant application is for the CLEP Project funding cycle from October 1, 2020 to June 30, 2021, for an amount yet to be determined, based primarily on case load numbers and other factors; 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, by the Board of Chosen Freeholders of the County of Gloucester that the Freeholder Director be and is hereby authorized to execute, and the Clerk of the Board be and is hereby authorized to attest to, all documentation necessary to apply for the New Jersey Department of Health for the Childhood Lead Exposure Prevention (CLEP) Project Grant from October 1, 2020 to June 30, 2021, for an amount to be determined; and

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, August 26, 2020 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

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

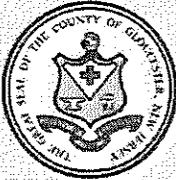


BOARD OF
CHOSEN FREEHOLDERS

COUNTY OF GLOUCESTER
STATE OF NEW JERSEY

FREEHOLDER DIRECTOR
Robert M. Damminger

FREEHOLDER LIAISON
Jim Jefferson



DEPARTMENT OF HEALTH
& HUMAN SERVICES

DIVISION OF HEALTH

DIRECTOR
Tamarisk L. Jones

DEPUTY DIRECTOR
Michelle L. Baylor

Gloucester County
Offices at East Holly
204 East Holly Avenue
Sewell, NJ 08080

PHONE: 856.218-4101
FAX: 856.218-4109

www.gloucestercountynj.gov

August 19, 2020

New Jersey Department of Health

Office of Local Public Health

PO Box 360

Trenton, NJ 08625-0360

RE: Letter of Intent to Apply for Childhood Lead Exposure Prevention Project

Gloucester county department of health is in receipt fo the Childhood Lead Exposure Prevention (CLEP) Project's Request for Application (RFA). This letter will serve as confirmation that Gloucester County Department of Health intends to apply for the CLEP Project grant.

Our county currently has several trained nurse case managers as well as three lead inspector and risk assessor staff. Our staff possesses the knowledge and field expertise to welcome the opportunity to continue to assist in reducing elevated blood lead levels in children.

Your consideration is appreciated,

Annmarie Ruiz

Health Officer

The County of Gloucester complies with all state and federal rules and regulations against discrimination in admission to, access to, or operations of its programs, services, and activities. In addition, County encourages participation of people with disabilities in its programs and activities and offers special services to all residents 60 years of age and older. Inquiries regarding compliance may be directed to the County's ADA Coordinator at (856) 384-6842 / New Jersey Relay Service 711.

GRANT REQUEST FORM

INCLUDE THE GRANT APPLICATION AND COMPLETED PROPOSAL. IF THE GRANT PROVIDES FOR OUTSIDE CONTRACTING, INCLUDE AN EXPLANATION OF YOUR SELECTION PROCEDURES FOR SUB-GRANTEES. ALSO INCLUDE BUDGET WITH COUNTY ACCOUNT NUMBERS.

DATE: 08/19/2020

1. TYPE OF GRANT
X NEW GRANT
 RENEWAL/CONTINUATION-PREVIOUS YR. BUDGET NUMBER 329

2. GRANT TITLE: CLEP Project

3. GRANT TERM: FROM: 10/01/20 TO: 06/30/21

4. COUNTY DEPARTMENT: Health and Human Services

5. DEPT. CONTACT PERSON & PHONE NUMBER: Karen Christina 218-4134

6. NAME OF FUNDING AGENCY: NJ Department of Health

7. BRIEF DESCRIPTION OF GRANT PROGRAM (TO BE USED FOR CLERK OF BOARD): To provide blood lead screening and case management and environmental interventions to children with elevated lead levels.

8. PERSONNEL-EMPLOYEE NAME & AMOUNT OF SALARY FUNDED THROUGH PROPOSED GRANT PROGRAM (INDICATE A NEW HIRE WITH AN ASTERISK "*"):

NAME	AMOUNT	NAME	AMOUNT
<hr/>			

9. TOTAL SALARY CHARGED TO GRANT: \$ Unknown.

10. INDIRECT COST (IC) RATE: N/A %

11. IC CHARGED TO GRANT \$ -0-

12. FRINGE BENEFIT RATE CHARGED TO GRANT: 40.12 %

13. DATE APPLICATION DUE TO GRANTOR 9/07/2020

14. FINANCIAL:	<u>REQUESTED</u>	<u>MANDATED</u>
GRANT FUNDS	_____	
CASH MATCH		_____
		(Attach Documentation)
IN-KIND MATCH	0. _____	_____
TOTAL PROGRAM BUDGET: \$	_____	

15. DID YOU READ THE GRANT/CONTRACT AND UNDERSTAND ITS TERMS?
 YES NO _____

16. HAS THE DESCRIPTION BEEN E-MAILED TO THE COUNTY TREASURY OFFICE, WHO WILL FORWARD IT TO THE CLERK OF THE BOARD.

DEPARTMENT HEAD: _____
 Signature

DATE: _____

.....
 Departmental Use Only

DATE RECEIVED BY GRANTS DIVISION: _____

DATE RECEIVED BY BUDGET OFFICE: _____

REVIEWED:

DEPARTMENT OF TREASURER, GRANTS DIVISION:

1. _____
 Signature

2. _____
 Signature

Revised: 9/22/03

Budget Breakdown:

G-1

**RESOLUTION UPDATING COUNTY PARKS RULES AND REGULATIONS,
MISCELLANEOUS VISITOR INFORMATION AND ADMINISTRATIVE CODE
SECTION PRK-8**

WHEREAS, the County Parks System offers a wide and expanding range of family entertainment, recreational and sporting activities, nature programs, history tours and popular annual events through its Park venues; and

WHEREAS, as events and activities expand, it is necessary to revise Parks Rules & Regulations to reflect current programming, allowable facilities' use, and to update visitor information and advertising policy for additional offerings.

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester, that County Parks Rules and Regulations, miscellaneous visitor information and Administrative Code section PRK-8 be updated and amended to reflect current program offerings and facilities' use, as recommended by the Director of Parks and Recreation.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, August 26, 2020 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

**Laurie J. Burns,
Clerk of the Board**

COUNTY OF GLOUCESTER
DEPARTMENT OF PARKS & RECREATION

Dear Park Visitor:

Gloucester County parks are administered as a public trust and are dedicated for use as active and passive recreation, entertainment, and sports activities.

We caution all visitors that use of any park area or facility is **AT YOUR OWN RISK**.

The following "Rules and Regulations" are designed to ensure visitors a safe and enjoyable experience at County parks, and to preserve our parks for future generations.

GLOUCESTER COUNTY PARKS RULES & REGULATIONS

SECTION 1

The provisions herein relate to the parks, streams, lakes and recreational areas within the jurisdiction of the Board of Chosen Freeholders of the County of Gloucester, State of New Jersey. These Rules and Regulations shall apply to any and all facilities, structures and natural resources that are part of the Gloucester County Parks System, hereinafter referred to as "Park Area(s)"; and to all persons who enter upon or use these areas.

SECTION 2

While in any Park Area, all persons shall conduct themselves in a lawful and orderly manner, and, **NO PERSON SHALL:**

- a. Willfully mark, vandalize, disturb, interfere with, destroy, deface, disfigure, injure, tamper with or displace or remove any property, natural feature, tree, plant, building, bridge, table, bench, fireplace, railings, paving, water lines or other public utilities or parts or appurtenances thereof; signs, notices or placards, whether temporary or permanent, monuments or other structures or equipment, facilities or other County property or appurtenances whatsoever.
 - b. Construct or erect any building or structure of whatever kind, whether permanent or temporary in character, or run or string any public utility into, upon or across any Park Area.
 - c. Molest, harm, frighten, kill, trap, chase, tease, or throw any object at any wild animal or bird, or remove or take into possession any wild animal or bird, or the eggs or nest of any wild animal or bird.
 - d. Hunt in Park Areas; or build, erect or use any hunting stands or blinds.
 - e. Throw, discharge, or otherwise place or cause to be placed in the waters of any fountain, pond, lake, stream or other body of water in or adjacent to any part of any
-

tributary, stream, storm sewer, or drain flowing onto such water, any substance, whether solid, liquid or gas, which may result in the pollution of said waters, including but not limited to those materials designated as environmentally hazardous substances, pursuant to N.J.S.A. 58:10-23.11b.

- f. Dump or leave in any of the Park Areas, trash or refuse of any kind whatsoever. All trash or refuse must be placed in proper receptacles where provided, or removed and carried away from Park wherever receptacles may not be available; nor place or dispose of trash or refuse of any kind in any lake, stream or waters in or contiguous to Park Areas.
 - g. Leave a picnic area before a grill fire is completely extinguished.
 - h. Drive any motorized vehicle in any Park Area except on roads designated for vehicle travel, drives or designated parking areas established for such purpose; or leave a motorized vehicle standing or parked in established parking areas or elsewhere in Park Areas after closing hours. All motor vehicles operated on Park lands shall be subject to the Motor Vehicle Laws of the State of New Jersey.
 - i. Drive or use any type ATV, snowmobile or other motorized off-road vehicle, or unregistered vehicle, in any Park Area.
 - j. Operate an unmanned aerial vehicle or remotely operated aircraft ("drone") within any Park land or water, except by the written permission of the County of Gloucester County for authorized purposes.
 - k. Ride a bicycle or similar non-motor vehicle on surfaces other than a paved road or path designated for that purpose; leave a bicycle or similar non-motor vehicle lying on the ground or paving, or leaning against objects or fixtures, or in any place or position where other persons may trip or be injured.
 - l. Bring into or release into any Park Area any pet or animal of any species, whether domestic or wild. This provision shall not apply to the accompaniment of "guide dogs," "service dogs," "seeing eye" dogs or other authorized "service animals" by qualified persons (see N.J.S.A. 10:5-1 et seq.), or to the use of any animal by members of a police, fire, law enforcement or other related emergency service agency (see N.J.S.A. 10:5-29.7 et seq.).
 - m. Indecently expose oneself, or dress or undress on any beach or in any vehicle, toilet or any other open or enclosed Park Area.
 - n. Swim, bathe or wade in any lake, stream or other body of water in Park Areas.
-

- o. Launch, dock or operate a boat of any type or character in any lake, stream or other body of water in any Park Area, except as permitted at designated parks and subject to the requirements and limitations for such use. This provision shall require use of a personal flotation device (life jacket) by any person using a boat of any kind in a lake, stream or other body of water in a Park Area.
 - p. Use, carry, possess, or discharge firearms or weapons of any kind or description, including, but not limited to, air-rifles, spring-loaded guns, bows-and-arrows, slingshots, paintball guns, blank guns or any other forms of weapons potentially harmful to wildlife or dangerous to human safety; or any instrument that can be loaded with and fire blank cartridges, or any kind of trapping device. Shooting into Park Areas from beyond the borders thereof is strictly forbidden. This provision shall not apply to historic battle reenactments or similar events performed pursuant to formal agreement with the County or as permitted at County sponsored or authorized events.
 - q. Picnic in any park location other than those areas designated for that purpose. Use of park owned picnic tables, benches and grills will be on a "first come, first served" basis unless reservations are approved in advance by the Gloucester County Parks and Recreation Department.
 - r. Erect tents or any other temporary shelter for the purpose of overnight camping, except as maybe specifically permitted for County sponsored or authorized events; nor shall any person leave in Park Areas, after closing hours, any movable structure or special vehicle to be used for such purposes, such as a house trailer, camp trailer, camp wagon, or similar device.
 - s. Throw or otherwise propel objects or projectiles (other than soft-style balls or frisbees) such as stones, arrows, javelins, model airplanes, or any similar objects, except in areas that may be designated for such types of sports or activity.
 - t. Utilize propane tanks or similar bottled cooking fuels in any Park Area. Charcoal is the only acceptable cooking fuel permitted in any Park Area designated for such use.
 - u. Park in a designated 'Handicapped' space without a State issued handicapped license plate or a valid State or locally issued temporary handicapped parking permit; or park a motorized vehicle in any area not designated for parking.
 - v. Feed geese, ducks, waterfowl or other wildlife at any time. Any person who violates this provision shall be subject to ejection from the park and/or fines as prescribed by law or other penalty as may be periodically imposed by resolution of the County of Gloucester.
 - w. Ride or bring horses into any Park Area, except as may be specifically permitted for County sponsored or authorized events.
-

- x. Utilize metal detectors in any Park Area; except as permitted in the Scotland Run Park (Wilson Lake) beach area.
 - y. Plant, pick, dig, remove, injure or destroy any vegetation, soil or aquatic life from any Park Area.
 - z. Possess or consume alcoholic beverages, illegal drugs, drug paraphernalia or narcotics in any Park Area; nor shall any person be permitted in any Park Area under the influence of intoxicating beverages, drugs, or narcotics. Violation of this subsection shall be punishable by a fine or imprisonment as prescribed by law.
 - aa. Utilize or smoke tobacco or e-cigarettes (“vaping”) products in any indoor structures located in any Park Area, except that tobacco products shall be permitted outdoors, except where specifically prohibited.
 - bb. Paste, glue, tack or otherwise affix or post any sign, notice, placard, advertisement, or inscription whatever; nor attempt to perform such acts in any Park Area, except as permitted under Gloucester County Parks and Recreation Advertising Policy or the Pitman Golf Course Advertising Policy, as set forth below.
 - cc. Solicit, sell, or attempt to sell any food or drink items in any Park Area; except as permitted under contract by authorized food vendors and by registered participants in County-sponsored events, or as excepted under Section 3j. below.
 - dd. Engage in any commercial sales activity or enterprise, including, but not limited to the offering or solicitation of services or the sale of any item; or the distribution of any circular or the advertisement of goods, wares or merchandise in any Park Area, except as specifically provided under Gloucester County Parks and Recreation Advertising Policy or the Pitman Golf Course Advertising Policy, as set forth below.
 - ee. Enter into or remain in any Park building, section thereof or any other area which may be reserved or designated for the use of the opposite sex. Exception is made for children under six (6) years of age, or as an accommodation upon notice to a park representative for handicapped persons accompanied by an opposite sex caregiver.
 - ff. Solicit or beg for money or other contributions for any purpose in such a way that causes annoyance or alarm to others, or obstructs the free and convenient passage of others.
 - gg. Build, attempt to build, light or maintain a fire in any Park Area at any time, except in such areas and under such terms and conditions as contained in these rules and regulations regarding picnic grills; nor shall a person drop, throw, or otherwise scatter lighted materials or tobacco products, or any other flammable material within any Park Area.
-

- hh. Possess, discharge, or set off fire-crackers, rockets, or fireworks of any kind in any Park Area. This provision shall not apply to County sponsored or authorized events.
- ii. Enter any area posted as "Closed to the Public"; nor shall any person use, or abet the use of any Park Area in violation of posted notices, including but not limited to handicapped designated parking areas.
- jj. Gamble, participate in or abet any game of chance in any Park Area.
- kk. Sleep or protractedly lounge on the seats, benches or other park equipment; engage in loud, boisterous, threatening, abusive, insulting or indecent language, or engage in any disorderly conduct or breach of the public peace, or loiter in any Park Area.
- ll. Block, obstruct, or interfere with vehicular or pedestrian traffic on any road, drive, parking area, trail, walkway, pathway or common area; nor occupy or interfere with access to any park structure or lavatory in a manner that interferes with its intended use, nor interfere with park personnel in the performance of their duties.
- mm. Publicly urinate or defecate in any Park Area.
- nn. All persons shall be clothed sufficiently to conform with commonly accepted standards of dress.

SECTION 3

- a. Lakes, streams and other bodies of water in Park Areas which are suitable for fishing shall be available to the residents of Gloucester County at all lawful times, and in such manner as may be permitted by the laws of the State of New Jersey, including, but not limited to, New Jersey Fish and Game Laws; except that any ice and spear fishing is prohibited. The Gloucester County Administrator or designee may limit, curtail or prohibit any or all fishing privileges authorized herein which is deemed necessary for the conservation and preservation of fish or for any other cause that may serve the public interest.
 - b. Park Areas shall be open to the public every day of the year during daylight hours except for Christmas and New Year's Day or as otherwise posted, for any other reason whatsoever, that may serve the public interest. Closing times at the artificially illuminated fields after daylight hours shall be as posted.
 - c. Park Areas, or any section thereof, may be closed for unusual or unforeseen circumstances, events or emergencies, or for any other reason deemed necessary at the discretion of the Gloucester County Administrator or designee, or may be restricted to use for a special event, at any time and for any interval of time.
 - d. The County of Gloucester may establish user fees for any Park Areas or portion thereof. Such user fees shall be clearly posted and due notice provided to the public.
-

- e. Gloucester County Parks and Recreation Department staff or authorized representatives or agencies are charged with administering the provisions of these Rules and Regulations.
- f. Park staff or authorized representatives may request any person who acts in violation of these Rules & Regulations or of any conditions or restrictions that may be adopted and posted for the preservation of order or protection of property, to immediately leave Park premises; or, to request the assistance of appropriate by law enforcement to enforce compliance. Persons found in violation of these Rules and Regulations may be prosecuted to the fullest extent of the law.
- g. Any person convicted of violating any of the provisions of these Rules & Regulations shall be subject to fines or imprisonment or both as prescribed by law for each offense; all such prosecutions shall be brought in the name of the County of Gloucester.
- h. Use of any Park Areas or facility is at users'/visitors' own risk, as there are inherent dangers associated with outdoor recreational activities that could result in injury or loss to persons or property that cannot reasonably be foreseen or mitigated. County government liability is limited to the provisions of the Torts Claims Act (N.J.S.A. 59:1-1 et seq.).
- i. Visitors to any Park Area must at all times comply with applicable federal, state or local laws, statutes, regulations and ordinances, in addition to these Rules & Regulations.
- j. The Gloucester County Administrator or his/her designee is authorized to grant exceptions, waivers or modifications to any of these GLOUCESTER COUNTY PARKS RULES & REGULATIONS as he/she may deem appropriate and necessary.

MISCELLANEOUS INFORMATION

FACILITY RESERVATION INFORMATION

The pavilions in various County parks may be reserved by written request to the County Parks & Recreation Administrative office or by electronic submission to the Department of Parks & Recreation web site at www.co.gloucester.nj.us/depts/parks/default.asp.

Included in the request must be the name and address of your organization; the name, address and telephone number of a contact person; the date, time and approximate number of people attending; and, the specific park facility you would like to reserve. (In addition to pavilion use, a ballfield at Atkinson Memorial Park may be available upon request for group, family or organization outings.)

AMERICANS WITH DISABILITIES ACT

The County of Gloucester complies with all state and federal rules and regulations against discrimination in admission to, access to, or operations of its programs, services, or activities. In addition, Gloucester County encourages the participation of people with disabilities in its programs and activities and offers special services to all County residents 60 years of age and older. Inquiries regarding compliance may be directed to the County's ADA Coordinator, through the Division of Human & Disability Services at (856) 384-6842/New Jersey Relay Service 711 or the EEO office at (856)384-6903.

AFFIRMATIVE ACTION STATEMENT

It is the belief of the Gloucester County Parks and Recreation Advisory Council and Department staff that recreation should be administered as a public trust so as to enhance opportunities for the enjoyment of everyone visiting Gloucester County parks 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. Furthermore, it is the policy of the Gloucester County Board of Chosen Freeholders to observe and comply with the Civil Rights Act (Title VII) of 1964.

PARKS AND RECREATION ADMINISTRATIVE OFFICE

Shady Lane Complex, 254 County House Road

Clarksboro, New Jersey, 08020

Tel.: (856) 251-6710

FAX: (856) 251-6749

Hours: 8:30 a.m. to 4:00 p.m., Monday through Friday

Web Address: <http://www.gloucestercountynj.gov/depts/p/parks/default.asp>

GLOUCESTER COUNTY PARK OFFERINGS & LOCATIONS

RED BANK BATTLEFIELD PARK

100 Hessian Avenue

National Park, NJ 08063

Tel.: (856) 853-5120

An historic Park on the Delaware River, dating from the American Revolution. Site of the Ann Whitall House Museum (1748) and the remains of Fort Mercer, the park includes picnic areas and pavilions, playground, river promenade and pier. Canopies may be used at picnic sites, but must be immediately removed upon completion of any event. Park is open year-round except Christmas Day and New Year's Day, dawn to dusk.

JAMES G. ATKINSON MEMORIAL PARK

138 Bethel Mill Road
Sewell, NJ 08080
Tel.: (856) 589-0047

An active recreational park which includes three (3) illuminated baseball/softball/soccer/football fields; one (1) unlit baseball/soccer/football field; eight (8) tennis courts and (6) pickleball courts (with night lighting); two (2) basketball courts (with night lighting); two (2) playground areas; an amphitheater for concerts; one and one-half (1-1/2) miles of bicycle/jogging trails; picnic area and pavilion. Canopies at sporting events and at picnic areas are permitted; however, they must be removed immediately upon completion of the event. No tents, or coverings anchored by stakes are permitted. The park is open year-round except Christmas Day and New Year's Day. Fall and Winter hours are from 6:00 a.m. to 10:00 p.m. Spring and Summer hours are from 5:30 a.m. to 11:00 p.m.

SCOTLAND RUN PARK (and WILSON LAKE)

980 Academy Street
Clayton, NJ 08312 Tel.: (856) 881-0845

This 1,000+ acre facility is currently open for boating and fishing activities and includes a handicapped fishing pier, a picnic area, pavilion and playground. In addition, Summer canoe and kayak rentals are available. All boaters are required to wear USCG approved personal floatation devices. The Nature Center at this site is also available for grade school student trips upon prior written request. Open year round, except Christmas Day and New Year's Day sunrise to sunset. Canopies may be used at picnic sites, but must be completely removed upon completion of any event.

GREENWICH LAKE PARK

Tomlin-Station Road (Off I-295)
Greenwich Township 08027

Greenwich Lake Park offers a variety of aquatic-related activities. A popular fishing spot, the lake is stocked with trout twice a season, by the N.J. Department of Fish and Game, and is open year-round for fishing. The 40-acre spring-fed lake is also available for boating activities. The boat launch is open weekdays and most weekends from 8 a.m. to 4 p.m., from opening day of trout season through October. Boaters are required to wear USCG approved personal floatation devices.

Nature lovers will enjoy the wide variety of plant and animal life that abound in the "wetlands" that surround the lake. Additional facilities include conversation areas, picnic tables, and grills. Canopies may be used at picnic sites, but must be completely removed upon completion of any event.

PITMAN GOLF COURSE

501 Pitman Road
Sewell, NJ 08080
Tel.: (856) 589-6688

Pitman Golf Course, located in Mantua Township, is a popular 18-hole public layout which plays to a par of 70 and measures 6,125 yards from the blue tees, 5,964 from the white and 4,942 from the ladies' tees. The Golf Course is open year-round except for Christmas Day. Starting times are not required, but highly recommended, for both weekday and week-end play. Power carts are available but not required. The Course also features a Driving Range and practice putting green, club rentals, a fully stocked Pro-shop and Golf Instruction (by appointment). Call for additional information and services.

ADMINISTRATIVE CODE SECTION PRK-8

GLOUCESTER COUNTY PARKS & RECREATION ADVERTISING POLICY

As specifically described below, the Gloucester County Board of Chosen Freeholders has adopted the Gloucester County Parks & Recreation Advertising Policy (the Policy), which permits, for a fee, commercial advertising signs to be placed on certain fences and building walls, and plaques and/or flags containing memorials or statements of donations to be placed on certain poles and park benches. This Policy applies to all Gloucester County Park Areas except Pitman Golf Course. The Pitman Golf Course Advertising/Donation Program is described in GLF-8.

Statement of the Policy: The fences, poles and building walls (the structures) that are the subject of this Policy are not and never have been intended or utilized as public forums for general or indiscriminate public discussion. With the institution of this Policy they will be intended and used exclusively for the paid display of commercial advertisements of appropriate content. The purpose of the Policy is to generate funds to defray the expenses of maintaining Gloucester County Park areas. These Park areas are administered as a public trust and are dedicated to active and passive recreation, entertainment, and sports activities. Their suitability for use by children is especially important. Any subject matter that is of a controversial or disruptive nature or gives the appearance of endorsing, promoting, favoring, or of imposing upon a captive audience, certain points of views, is contrary to the purposes to which the fences, light poles and building wall displays (the displays) are dedicated. Accordingly, the advertising signs, memorials and donation displays to be placed on the designated structures must be only of such a nature that is appropriate for the recreational enjoyment of the Park Areas and must be in conformance with the following terms and restrictions:

- The type and size of the displays, as well as their location, terms and costs are as established by the Board of Chosen Freeholders.
- All advertising signs are restricted exclusively to commercial advertising. Displays that endorse, promote, describe or refer to any type of non-commercial viewpoint or venture, including but not limited to viewpoints on social issues, are prohibited. Displays that endorse, promote, describe, or refer to any institution, organization, or viewpoint of a

political nature are also prohibited. Displays that endorse or promote a religious viewpoint are prohibited. These restrictions and prohibitions are to be uniformly and consistently applied.

- The following subject matter is deemed to be unsuitable for facilities used by children and minors and is therefore strictly prohibited on all displays:
 - Advertising for the sale of alcoholic beverages, or for businesses that advertise as bars, taverns, nightclubs or other establishments for which the sale of alcoholic beverages is their primary business.
 - Advertising for the sale of any type of tobacco product.
 - Advertising for "adult" theaters, clubs, video stores or similar sexually oriented businesses, or any other advertising of an explicitly or implicitly sexually provocative or suggestive nature.
- Each contract for the procurement of the displays will be in accordance with the New Jersey Local Public Contracts Law, and regulations promulgated thereunder, whenever applicable. In all cases vendors will submit their applications/requests for the Displays in conformance with the applicable specifications set forth by the County, and, the County will then, upon receipt of payment from the vendor, order, procure and place the displays in accordance with the applicable specifications.
- Gloucester County retains the right to cancel or discontinue the Policy at any time and for any reason. If such cancellation or discontinuation should occur, any advertiser will be reimbursed pro rata for the period of time for which the advertisement was not displayed under its then-current agreement.

ADMINISTRATIVE CODE SECTION GLF-8

PITMAN GOLF COURSE ADVERTISING POLICY

As specifically described in Administrative Code Section PRK-8, the Gloucester County Board of Chosen Freeholders has adopted an advertising policy for the parks owned and operated by the County. This section is an expansion of that policy to establish an advertising policy for the Pitman Golf Course which is likewise owned and operated by Gloucester County.

Statement of the Policy: All buildings and appurtenant facilities (structures), scorecards, hole flags and tee markers at the Pitman Golf Course are the subject of this Policy. They are not and never have been intended or utilized as public forums for general or indiscriminate public discussion. They may be used exclusively for the paid display of commercial advertisements of appropriate content, and for the placement of memorials and statements of donations. The purpose of the Policy is to generate funds to help defray the costs of the programs and maintenance at the Pitman Golf Course. The Pitman Golf Course is administered as a public trust. It hosts many scholastic matches each season and also encourages youth to learn and enjoy

the sport by offering junior clinics. Accordingly, the presence of youth at the golf course must be considered. Any subject matter that is of a controversial or disruptive nature, that gives the appearance of endorsing, promoting, favoring, or of imposing upon a captive audience certain points of view, or behavior that is inappropriate to be provided by a government entity will not be accepted. Accordingly, the advertising signs, memorials and donation displays to be placed in the designated areas must conform with the following terms and restrictions:

- The type and size of the displays, as well as their location, terms, and costs are as established by the Board of Chosen Freeholders.
- All advertising signs are restricted exclusively to commercial advertising. Any message that endorses, promotes or describes any type of non-commercial viewpoint or venture is prohibited. Any plaques, flags or advertising signs that endorse, promote, describe, or refer to any institution, organization, or viewpoint of a particular political or religious nature is prohibited. This restriction and prohibition are to be uniformly and consistently applied.
- The following advertising subject matter is deemed to be unsuitable for facilities used by minors and is therefore strictly prohibited from use on structures, displays or other materials subject to this Policy.
 - Advertising for the sale of any type of tobacco product.
 - Advertising for "adult" theaters, clubs, video stores or similar sexually oriented businesses, or any other advertising of an explicitly or implicitly sexually provocative or suggestive nature.
 - Each contract for the procurement of the displays will be in accordance with the New Jersey Local Public Contracts Law, and regulations promulgated thereunder, wherever applicable. In all cases vendors will submit their applications/requests for the displays in conformance with the applicable specifications set forth by the County, and, the County will then, upon receipt of payment from the vendor, order, procure and place the displays in accordance with the applicable terms and specifications.
- Gloucester County retains the right to cancel or discontinue the Policy at any time and for any reason. If such cancellation or discontinuation should occur, any advertiser will be reimbursed pro rata for the period of time for which the advertisement was not displayed under its then-current agreement.