

MINUTES

7:30 p.m. Wednesday, October 17, 2012

Call to order

Salute to the flag

Open Public Meetings Statement

Roll Call

	Present	Absent
Nestore	X	
Wallace		X
Chila	X	
Simmons	X	
Barnes	X	
Taliaferro	X	
Damminger	X	

Also in attendance: Administrator Bruner, Deputy Administrator White, Clerk of the Board DiLella, Chief Counsel Lyons

Approval of the regular minutes from October 3, 2012 and closed session minutes from September 5, 2012.

	Motion	Second	Yes	No	Abstain
Nestore			X		
Wallace					
Chila	X		X		
Simmons		X	X		
Barnes			X		
Taliaferro			X		
Damminger			X		

Comments: N/A

47009 Proclamation in recognition of Docents and Volunteers at the James & Ann Whitall House (to be presented) (Taliaferro).

47010 United Way Proclamations being presented to the following: Pitman Public Schools, Borough of Glassboro, Gloucester County Library System, Gloucester County Board of Taxation/Tax Assessor. Honoring: **Pitman Public School** Employees for contributing the highest average per capita donation in dollars contributed, **Borough of Glassboro** Employees for achieving 7.63 percent increase dollars contributed, **Gloucester County Library System** Employees for achieving 8.5 percent increase in dollars contributed and the **Gloucester County Board of Taxation/Tax Assessor** Employees for achieving 93 percent increase in dollars contributed to the 2011 Gloucester County Public Employees Charitable Campaign/United Way (to be presented) (Chila).

47011 Proclamation to Honor Woodbury Junior Baseball and Girls Senior Softball All Stars, New Jersey District 15 Little League 2012 District Champions (to be presented) (Chila)

47012 Proclamation recognizing the 2012 NAACP Freedom Image Awards Recipients (to be presented at a later date) (Taliaferro).

47013 Proclamation recognizing Sophie Sannutti on her 80th Birthday (previously presented) (Simmons).

47014 Proclamation to Honor James Robert Grelli. James distinguished himself by earning the "Rank of Eagle Scout" the highest award offered by the Boys Scouts of America (previously presented) (Chila).

47015 Proclamation Recognizing Samuel Spera as the Gloucester County Outstanding Senior Volunteer for 2012 (to be presented at a later date) (Barnes).

47016 Proclamation declaring October as Domestic Violence Awareness Month (to be presented at a later date) (Nestore).

47017 Proclamation honoring Frank Batastini for his ongoing commitment to his community (to be presented at a later date) (Nestore).

47018 Proclamation declaring October, 2012 to be National Disability Awareness Month and Recognizing the New Jersey Commission for the Blind and Visually Impaired for their efforts to save sight and vision by offering free eye exams to our residents (to be presented at a later date) (Barnes).

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

OPEN

	Motion	Second	Yes	No	Abstain
Nestore			X		
Wallace					
Chila	X		X		
Simmons		X	X		
Barnes			X		
Taliaferro			X		
Damminger			X		

Comments: N/A

CLOSE

	Motion	Second	Yes	No	Abstain
Nestore			X		
Wallace					
Chila	X		X		
Simmons		X	X		
Barnes			X		
Taliaferro			X		
Damminger			X		

Comments: N/A

DEPARTMENT OF ADMINISTRATION

**DIRECTOR DAMMINGER
DEPUTY DIRECTOR CHILA**

47019 RESOLUTION AUTHORIZING APPROVAL OF THE BILL LISTS FOR THE MONTH OF OCTOBER, 2012.

	Motion	Second	Yes	No	Abstain
Nestore			X		12-00834
Wallace					
Chila	X		X		
Simmons		X	X		12-07909
Barnes			X		
Taliaferro			X		
Damminger			X		

Comments: N/A

47020 RESOLUTION PROVIDING FOR THE INSERTION OF SPECIAL ITEMS OF REVENUE INTO THE 2012 BUDGET PURSUANT TO N.J.S.A. 40A:4-87.

1. **Job Access and Reverse Commute Program (JARC) - \$240,000.00.**
2. **Area Plan Grant - \$1,572.00.**
3. **FFY12 Homeland Security Grant Program - \$175,399.00.**

	Motion	Second	Yes	No	Abstain
Nestore			X		
Wallace					
Chila	X		X		
Simmons		X	X		
Barnes			X		
Taliaferro			X		
Damminger			X		

Comments: N/A

47021 RESOLUTION AUTHORIZING THE CANCELLATION OF CERTAIN UNCASHED CHECKS AND TRANSFERRING THE ASSOCIATED FUNDS INTO MISCELLANEOUS REVENUE.

	Motion	Second	Yes	No	Abstain
Nestore			X		
Wallace					
Chila	X		X		
Simmons		X	X		
Barnes			X		
Taliaferro			X		
Damminger			X		

Comments: N/A

47022 RESOLUTION APPOINTING MEMBERS TO THE GLOUCESTER COUNTY COLLEGE BOARD OF TRUSTEES.

	Motion	Second	Yes	No	Abstain
Nestore			X		
Wallace					
Chila	X		X		
Simmons		X	X		
Barnes			X		
Taliaferro			X		
Damminger			X		

Comments: N/A

47023 RESOLUTION APPROVING A CONTRACT WITH AVAYA FOR THE MAINTENANCE AND SUPPORT OF TELEPHONE SWITCHES IN VARIOUS COUNTY BUILDINGS FROM DECEMBER 1, 2012 TO NOVEMBER 30, 2013 THROUGH STATE CONTRACT NUMBER A80802 IN AN AMOUNT NOT TO EXCEED \$120,000.00.

	Motion	Second	Yes	No	Abstain
Nestore			X		
Wallace					
Chila	X		X		
Simmons		X	X		
Barnes			X		
Taliaferro			X		
Damminger			X		

Comments: N/A

DEPARTMENT OF ECONOMIC DEVELOPMENT & PUBLIC WORKS

**FREEHOLDER SIMMONS
FREEHOLDER BARNES**

47024 RESOLUTION TO CONTRACT WITH HABITAT FOR HUMANITY FOR THE NEW CONSTRUCTION OF A SINGLE FAMILY HOME IN DEPTFORD, NJ, FOR A MAXIMUM CONTRACT AMOUNT OF \$118,530.00.

	Motion	Second	Yes	No	Abstain
Nestore			X		
Wallace					
Chila			X		
Simmons	X		X		
Barnes		X	X		
Taliaferro			X		
Damminger			X		

Comments: N/A

47025 RESOLUTION TO EXECUTE HUD FORM 7082 ENTITLED CDBG FUNDING APPROVAL/AGREEMENT AND HUD FORM 40093 ENTITLED HOME INVESTMENT PARTNERSHIP AGREEMENT RELATIVE TO THE GLOUCESTER COUNTY CDBG, HOME AND WASHINGTON TOWNSHIP ENTITLEMENT PROGRAMS FOR PY 2012.

	Motion	Second	Yes	No	Abstain
Nestore			X		
Wallace					
Chila			X		
Simmons	X		X		
Barnes		X	X		
Taliaferro			X		
Damminger			X		

Comments: N/A

47026 RESOLUTION APPROVING AN AGREEMENT WITH THE U.S. DEPARTMENT OF AGRICULTURE FOR THE HOUSING PRESERVATION GRANT IN THE AMOUNT OF \$50,000.00.

	Motion	Second	Yes	No	Abstain
Nestore			X		
Wallace					
Chila			X		
Simmons	X		X		
Barnes		X	X		
Taliaferro			X		
Damminger			X		

Comments: N/A

47027 RESOLUTION AUTHORIZING A TWO YEAR CONTRACT WITH CENTRAL POLY CORPORATION TO SUPPLY TRASH BAGS IN AN AMOUNT NOT TO EXCEED \$25,000.00 PER YEAR WITH THE COUNTY RESERVING EXTENSION OPTIONS.

	Motion	Second	Yes	No	Abstain
Nestore			X		
Wallace					
Chila			X		
Simmons	X		X		
Barnes		X	X		
Taliaferro			X		
Damminger			X		

Comments: N/A

DEPARTMENT OF HEALTH & EDUCATION

**FREEHOLDER BARNES
FREEHOLDER SIMMONS**

47028 RESOLUTION AUTHORIZING APPLICATION FOR CONTINUATION OF FUNDING UNDER THE COUNTY ENVIRONMENTAL HEALTH ACT GRANT FOR CALENDER YEAR 2013.

	Motion	Second	Yes	No	Abstain
Nestore			X		
Wallace					
Chila			X		
Simmons		X	X		
Barnes	X		X		
Taliaferro			X		
Damminger			X		

Comments: N/A

**DEPARTMENT OF PUBLIC SAFETY,
VETERANS AFFAIRS & ELECTIONS**

**DEPUTY DIRECTOR CHILA
FREEHOLDER TALIAFERRO**

47029 RESOLUTION AUTHORIZING THE ACCEPTANCE OF THE FFY 2012 HOMELAND SECURITY GRANT PROGRAM FROM THE NEW JERSEY OFFICE OF HOMELAND SECURITY AND PREPAREDNESS IN THE TOTAL AMOUNT OF \$175,399.76, WITH A FUNDING PERIOD FROM SEPTEMBER 1, 2012 TO AUGUST 31, 2014 WHICH WILL PROVIDE FUNDS FOR BUILDING AND SUSTAINING NATIONAL PREPAREDNESS.

	Motion	Second	Yes	No	Abstain
Nestore			X		
Wallace					
Chila	X		X		
Simmons			X		
Barnes			X		
Taliaferro		X	X		
Damminger			X		

Comments: N/A

DEPARTMENT OF SOCIAL & HUMAN SERVICES

**FREEHOLDER NESTORE
DEPUTY DIRECTOR CHILA**

47030 RESOLUTION ENDORSING THE YOUTH SERVICES COMMISSION 2013 COMPREHENSIVE PLAN UPDATE AND AUTHORIZING THE COUNTY OF GLOUCESTER TO APPLY TO THE STATE OF NEW JERSEY JUVENILE JUSTICE COMMISSION FOR STATE/COMMUNITY PARTNERSHIP, FAMILY COURT AND JUVENILE ACCOUNTABILITY BLOCK GRANT FUNDS TOTALING \$576,107.00.

- State/Community Partnership Grant (\$285,430.00).
- Family Court Grant (\$280,810.00).
 - Program Services (\$144,135.00)
 - Family Crisis Intervention Unit (\$136,675.00)
- Juvenile Accountability Block Grant (\$9,867.00, which total includes a cash match of \$987.00).

	Motion	Second	Yes	No	Abstain
Nestore	X		X		
Wallace					
Chila		X	X		
Simmons			X		
Barnes			X		
Taliaferro			X		
Damminger			X		

Comments: N/A

DEPARTMENT OF GOVERNMENT SERVICES

**FREEHOLDER WALLACE
FREEHOLDER SIMMONS**

DEPARTMENT OF PARKS & LAND PRESERVATION

**FREEHOLDER TALIAFERRO
FREEHOLDER BARNES**

47031 RESOLUTION AUTHORIZING ACQUISITION OF A DEVELOPMENT EASEMENT, AND THE SIGNING OF AN AGREEMENT OF SALE AND OTHER DOCUMENTS NECESSARY FOR CLOSING REGARDING SUCH EASEMENT, ON THE FARM PROPERTY OF GEORGE H. URBAN, LOCATED IN THE TOWNSHIP OF WEST DEPTFORD, KNOWN AS BLOCK 374, LOT 1 AND BLOCK 375, LOT 2, CONSISTING OF APPROXIMATELY 106.4 ACRES, FOR THE AMOUNT OF \$1,010,800.00.

	Motion	Second	Yes	No	Abstain
Nestore			X		
Wallace					
Chila			X		
Simmons			X		
Barnes		X	X		
Taliaferro	X		X		
Damminger			X		

Comments: N/A

47032 RESOLUTION PERMITTING THE USE OF FIREARMS BY THE SECOND PENNSYLVANIA REGIMENT, 43RD REGIMENT OF FOOT, INC., AT THE 18TH-CENTURY FIELD DAY AT THE RED BANK BATTLEFIELD ON OCTOBER 21, 2012.

	Motion	Second	Yes	No	Abstain
Nestore			X		
Wallace					
Chila			X		
Simmons			X		
Barnes		X	X		
Taliaferro	X		X		
Damminger			X		

Comments: N/A

47033 RESOLUTION AUTHORIZING A NONEXCLUSIVE USE AGREEMENT OF JAMES G. ATKINSON PARK TO PET SAVERS, A NONPROFIT CORPORATION, FOR AN EVENT CALLED "WOOF WALK" ON OCTOBER 28, 2012 WITH A RAIN DATE OF NOVEMBER 4, 2012.

	Motion	Second	Yes	No	Abstain
Nestore			X		
Wallace					
Chila			X		
Simmons			X		
Barnes		X	X		
Taliaferro	X		X		
Damminger			X		

Comments: N/A

Old Business

New Business

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

OPEN

	Motion	Second	Yes	No	Abstain
Nestore			X		
Wallace					
Chila	X		X		
Simmons		X	X		
Barnes			X		
Taliaferro			X		
Damminger			X		

Comments: N/A

CLOSE

	Motion	Second	Yes	No	Abstain
Nestore			X		
Wallace					
Chila	X		X		
Simmons		X	X		
Barnes			X		
Taliaferro			X		
Damminger			X		

Comments: N/A

Adjournment 8:13 PM

	Motion	Second	Yes	No	Abstain
Nestore			X		
Wallace					
Chila	X		X		
Simmons		X	X		
Barnes			X		
Taliaferro			X		
Damminger			X		

Comments: N/A

**RECOGNIZING GLOUCESTER COUNTY 4-H EQUESTRIAN TEAM
2012 OVERALL GRAND CHAMPION – GAMES DIVISION
OVERALL RESERVE CHAMPIONS – DRESSAGE, ENGLISH & WESTERN DIVISION**

WHEREAS, the Gloucester County 4-H Equestrian Team at the New Jersey State 4-H Championship Horse Show held at the Horse Park of New Jersey on August 24, 25 and 26, through hard work and dedication, team members received many individual accomplishments in the Games, Dressage, English and Western divisions and Very Small Equine (miniature horse) classes with the combined efforts of team members earning titles of 2012 Overall Grand Champion in the Games Division and Overall Reserve Champions in the Dressage, English and Western Divisions; and

WHEREAS, the 2012 team members are Rachel Alotto, Samantha Barnhart, Corrine Brown, Lilly Cody, Haley Donahue, Tierney Donahue, Cecilia Floyd, Shawna Fowler, Kaitlyn Grexa, Glaudia Harding, Clay Harp, Casey Holscher, Angela Howard, Morgan Jarrett, Kimberly Johnson, Katelyn Kizitaff, Brandi Leach, Victoria Lombardi, Pearl Metcalf, Alexis Myers, Brianna Penders, Brooke Rattay, Lauren Rice, Sarah ryan, Sabrina Sacco, Brianne Sgorlon, Emily Sheridan, Brooke Suydam, Lauren Szybiak, Justine Thomas, Alyssa Ungrue, Lauren Vasko, Felicia Weaver, Cassidy Weyman, Molly Worek and Emily Wren; and

WHEREAS, Angela Howard was awarded the Gerry Leonarski “Making the Best Better” Senior Memorial Award representative based on overall accomplishments in the horse program area, demonstrated leadership, community service, and achievements as well-rounded young adults; and

NOW, THEREFORE, BE IT PROCLAIMED, that I, Robert M. Damming, as Director, and on behalf of the 2012 Gloucester County Board of Chosen Freeholders, Giuseppe (Joe) Chila, Lyman Barnes, Vincent H. Nestore, Jr. , Heather Simmons, Adam J. Taliaferro, and Larry Wallace do hereby congratulate and recognize the Gloucester County 4-H Equestrian Team on their outstanding achievements.

IN WITNESS WHEREOF, the Board of Chosen Freeholders have caused these presents to be executed and the seal of the County of Gloucester to be affixed this 7th day of November, 2012.

*Robert M. Damming
Freeholder Director*

*Giuseppe (Joe) Chila
Freeholder Deputy Director*

*Lyman Barnes
Freeholder*

*Vincent H. Nestore, Jr.
Freeholder*

*Heather Simmons
Freeholder*

*Adam J. Taliaferro
Freeholder*

*Larry Wallace
Freeholder*

ATTEST: _____
Robert N. DiLella, Clerk

**RECOGNIZING THE ELLIOT G. HEARD, JR. MEMORIAL FUND, INC.
"2012 UPSTREAM NAVIGATOR AWARDS"**

WHEREAS, on Saturday, November 10, 2012, the Elliott G. Heard, Jr. Memorial Fund, Inc. will hold its 20th Annual Scholarship and Awards Luncheon in memory of the late Honorable Elliott G. Heard, Jr.; and

WHEREAS, the late Honorable Elliott G. Heard, Jr., Gloucester County's first African-American Superior Court judge who mentored many young attorneys in the South Jersey area and was a man whose life was dedicated to serving others. Judge Heard was married to Anita Glover Heard, current President of the Elliott G. Heard, Jr. Memorial Fund, Inc.; and

WHEREAS, the 2012 Upstream Navigator recipients are Renee Palmore Beaman, RN, Wesley Ann Moore, John E. Randall, Sr, Ed.D. and Adam J. Taliaferro; and

NOW, THEREFORE, BE IT PROCLAIMED, that I, Robert M. Damming, as Director, and on behalf of the 2012 Gloucester County Board of Chosen Freeholders, Giuseppe (Joe) Chila, Lyman Barnes, Vincent H. Nestore, Jr., Heather Simmons, and Larry Wallace do hereby recognize and honor the Elliott G. Heard, Jr. Memorial Fund Committee in its role to perpetuate the late Honorable Elliott G. Heard's genuine concern for others through providing scholarships for deserving law students and paying homage to individuals whose lives parallel that of Judge Heard in significant community service and congratulate the 2012 Upstream Navigator Award recipients; and

IN WITNESS WHEREOF, the Board of Chosen Freeholders have caused these presents to be executed and the seal of the County of Gloucester to be affixed this 7th day of November, 2012.

*Robert M. Damming
Freeholder Director*

*Giuseppe (Joe) Chila
Freeholder Deputy Director*

*Lyman Barnes
Freeholder*

*Vincent H. Nestore, Jr.
Freeholder*

*Heather Simmons
Freeholder*

*Larry Wallace
Freeholder*

ATTEST: _____
Robert N. DiLella, Clerk

IN RECOGNITION OF THE FIRST ANNIVERSARY OF THE SOUTH JERSEY JOURNAL

WHEREAS, one year ago, South Jersey Communications, LLC announced the launch of a new monthly publication, South Jersey Journal by co-founders, Irv Randolph and Al Thomas to provide news and information relevant to the region's African American community with a mission to connect, inform and inspire; and

WHEREAS, The South Jersey Journal published its first edition in September, 2011 and is now available for free at several retail locations including CVS, Shop Rite, Kmart, Superfresh, Wawa stores as well as in churches, and libraries throughout Gloucester County; and

WHEREAS, since its founding, the South Jersey Journal has published profiles on interesting people and features on churches, social and community organizations, editorials, special editions on Martin Luther King, Jr. and Black history along with a monthly health section and events calendar and Work It, a monthly column on education, jobs and careers; and

NOW, THEREFORE, BE IT PROCLAIMED, that I, Robert M. Damming, as Director, and on behalf of the 2012 Gloucester County Board of Chosen Freeholders, Giuseppe (Joe) Chila, Lyman Barnes, Vincent H. Nestore, Jr., Heather Simmons, Adam J. Taliaferro, and Larry Wallace do hereby recognize the 1st ANNIVERSARY of the SOUTH JERSEY JOURNAL.

IN WITNESS WHEREOF, the Board of Chosen Freeholders have caused these presents to be executed and the seal of the County of Gloucester to be affixed this 7th day of November, 2012.

*Robert M. Damming
Freeholder Director*

*Giuseppe (Joe) Chila
Freeholder Deputy Director*

*Lyman Barnes
Freeholder*

*Vincent H. Nestore, Jr.
Freeholder*

*Heather Simmons
Freeholder*

*Adam J. Taliaferro
Freeholder*

*Larry Wallace
Freeholder*

ATTEST: _____

HONORING MILTON "BUD" REUTER, JR. AS THE RECIPIENT OF THE DISTINGUISHED SERVICE TO AGRICULTURE AWARD

WHEREAS, Milton "Bud" Reuter, Jr. has been a fruit grower for his entire life of 66 years and is one of the principal owners and operators of Mt. Pleasant Orchards; a 300 acre tree fruit production operation in Richwood, Gloucester County where he and his brothers Lou and Jake, along with their father Milton, Sr. are known for their quality peaches, apples, and apple cider for the past 90 years in Richwood, Harrison Township. The Reuter family has been farming in Richwood for 125 years; and

WHEREAS, after graduating Clearview Regional High School in 1964, Bud attended Pennsylvania Military College, now Widener University, and Delaware Valley College of Science and Agriculture. In 1968, he returned to the family farm, married Rita Schaeffer and raised 4 sons. Bud attributes his life-long success and appreciation for farming to his father, Milton, Sr., his Uncle Jake, brothers, Lou and Jake and sister, Carol Reuter Zimmerman.

WHEREAS, Bud was active in his community having served for 4 years on the Clearview Regional Promotion Council; Director of the Jersey Fruit Co-op; Member of the New Jersey Farm School Board of Education; 4 years as a "Farm Voice" on the Harrison Township Planning Board; Township Committee for 6 years (Deputy Mayor for 2 years and Public Safety Director for 2 years; Secretary-Treasurer for the New Jersey Peach Council, Member of the Peach Bureau; Member of the NJ Horticulture Society; Former Director of the Richwood Academy Association; Clearview Regional Wall of Fame; and as a Member in the Richwood Buck Hunter's Club; and

WHEREAS, Bud has volunteered for youth sports by coaching his own sons' baseball teams for 16 years and after his sons' graduated spent 9 years as an assistant coach with the Clearview High School Varsity Football Program and his youngest son, Jon coaches the Clearview Freshman Baseball team and Bud has spent the last 8 years assisting with coaching the team; and

NOW, THEREFORE, BE IT PROCLAIMED, that I, Robert M. Damming, as Director, and on behalf of the 2012 Gloucester County Board of Chosen Freeholders, Giuseppe (Joe) Chila, Lyman Barnes, Vincent H. Nestore, Jr., Heather Simmons, Adam J. Taliaferro, and Larry Wallace do hereby honor Milton "Bud" Reuter, Jr. as the Recipient of the "Distinguished Service to Agriculture" Award.

IN WITNESS WHEREOF, the Board of Chosen Freeholders have caused these presents to be executed and the seal of the County of Gloucester to be affixed this 7th day of November, 2012.

Robert M. Damming
Freeholder Director

Giuseppe (Joe) Chila
Freeholder Deputy Director

Lyman Barnes
Freeholder

Vincent H. Nestore, Jr.
Freeholder

Heather Simmons
Freeholder

Adam J. Taliaferro
Freeholder

Larry Wallace
Freeholder

ATTEST: _____ Robert N. DiLella, Clerk

**HONORING ROBERT M. DAMMINGER, FREEHOLDER DIRECTOR
AS THE RECIPIENT OF THE
SPECIAL SERVICE TO AGRICULTURE AWARD**

WHEREAS, Robert M. Damminger was born and raised in Paulsboro, New Jersey. He resides in West Deptford with his wife, Debbie and their daughter, Kimberly Nicole. He is a graduate of Paulsboro High School and is employed as a Deputy Director of Transportation Services with the South Jersey Transportation Authority; and

WHEREAS, Bob is serving his second year as Freeholder Director and his fifth term on the Board of Chosen Freeholders of Gloucester County. As a Freeholder, he has always been supportive of agriculture in the county and preserving farmland and open space. He frequently attends events hosted by the GCBA and other agricultural organizations. In past years before taking on the role as director and deputy director, he had overseen the Rutgers Cooperative Extension Department in Gloucester County. Now, as the Freeholder Director, Bob oversees the Department of Administration which encompasses the Administrator's Office, Human Resources, Clerk of the Board, Tax Assessor, Information Technology, Treasurer, and the Improvement Authority, among others; and

WHEREAS, during Bob Damminger's tenure as a Freeholder he has been a leader in cutting spending and reducing the size of government while working with municipalities to share and regionalize services to save taxpayers' dollars. He spearheaded an effort to permanently preserve 17,690 acres of farmland and open space. He has helped secure millions in federal and state funding to improve the county's roads and infrastructure, and has lead the county in a plan to ensure that all of the county's 90 bridges are structurally sound; and

WHEREAS, Director Damminger is a member of the Workforce Investment Board, Board of School Estimates, Police Academy Advisory Board and the Department of Correctional Services Advisory Council. Prior to his service on the Freeholder Board, Bob Damminger was elected and served on the Paulsboro Council for eleven years. He was a member of the Public Works, Finance and the Water and Sewer Committees. He also chaired the Public Safety Committee for ten years; and

NOW, THEREFORE, BE IT PROCLAIMED, that the 2012 Gloucester County Board of Chosen Freeholders, Giuseppe (Joe) Chila, Lyman Barnes, Vincent H. Nestore, Jr., Heather Simmons, Adam J. Taliaferro, and Larry Wallace do hereby honor Robert M. Damminger as the Recipient of the "Special Service to Agriculture" Award.

IN WITNESS WHEREOF, the Board of Chosen Freeholders have caused these presents to be executed and the seal of the County of Gloucester to be affixed this 7th day of November, 2012.

Giuseppe (Joe) Chila
Freeholder Deputy Director

Lyman Barnes
Freeholder

Vincent H. Nestore, Jr.
Freeholder

Heather Simmons
Freeholder

Adam J. Taliaferro
Freeholder

Larry Wallace
Freeholder

Attest: _____, Robert N. DiLella, Clerk

**In Recognition Of
John Lee Weatherby
Achieving Rank of Eagle Scout**

WHEREAS, the Gloucester County Board of Chosen Freeholders would like to take this time to honor and recognize **John Lee Weatherby** on his achievements as a member of the Boy Scouts of America, Troop 9; and

WHEREAS, **John** joined the Cub Scouts Pack 7 of Woodbury in 2005 and progressed from Tiger Cub, to Wolf, to Bear and finally to Webelos, earning the Cub Scout Arrow of Light as a Webelo. He then entered the Boy Scouts Troop 9 achieving the ranks of Scout, Tenderfoot, Second Class, First Class, Star, Life, and has distinguished himself by earning the *"Rank of Eagle Scout"*, the highest award offered by the Boy Scouts of America, on June 28, 2012; and

WHEREAS, **John** has earned 38 Merit Badges, 21 are required for his Eagle Scout Ranking and has exhibited exceptional leadership throughout his time in the Boy Scouts, serving in the positions of, Assistant Senior Patrol Leader, Patrol Leader, Quartermaster, Troop Instructor, Den Chief, Troop OA Representative, and Senior Scribe Master; and

WHEREAS, **John's** special achievements include Order of Arrow Te'Kening Lodge 37, Ordeal, Brotherhood, Elangomat, Ceremonies Team, Unilachtego Chapter Chief, National Order of Arrow Conference (NOAC) Chairman, and recently took part in the National Youth Leadership Training; and

WHEREAS, **John** exhibited his commitment to public service by selecting as his Eagle Scout project the Refurbishment of the Woodbury Little League Complex. **John** led many volunteers in power washing and painting the dug outs, bleachers, score keepers decks and doors. **John** installed a bullpen and also landscaped several areas throughout the complex, which included weeding and re-mulching; and

NOW THEREFORE, BE IT PROCLAIMED, that I, Robert M. Damminger, as Director, and on behalf of the 2012 Gloucester County Board of Chosen Freeholders, Giuseppe (Joe) Chila, Lyman Barnes, Vincent H. Nestore, Jr., Heather Simmons, Adam J. Taliaferro and Larry Wallace do hereby honor and recognize **John Lee Weatherby** for his leadership, personal achievements and dedicated service to his community.

IN WITNESS WHEREOF, the Director and Clerk have caused these presents to be executed and the seal of the County of Gloucester to be affixed this 21st day of October, 2012.

Robert M. Damminger
Freeholder Director

Giuseppe (Joe) Chila
Freeholder Deputy Director

Lyman Barnes
Freeholder

Vincent H. Nestore, Jr.
Freeholder

Heather Simmons
Freeholder

Adam J. Taliaferro
Freeholder

Larry Wallace
Freeholder

Attest: _____
Robert N. DiLella, Clerk

**Recognizing
Kathy Marshall
State President, Ladies Auxiliary
Department of New Jersey Veterans of Foreign Wars**

WHEREAS, the Officers and Members of District 13, Veterans of Foreign Wars Ladies Auxiliary will be holding a brunch in honor of their State President, Kathy Marshall, on Sunday, October 14, 2012 at the VFW Post #7125 in Verga, New Jersey; and

WHEREAS, Kathy Marshall became a member of the Ladies Auxiliary to Veterans of Foreign Wars in 1994. Kathy's eligibility for membership derived from her late husband, Donald E. Marshall, who served in the United States Air Force. Kathy has risen to every occasion; she served as a District 12 Chaplain for two years and a District President for two years. In 2007 she was elected to the High Office of Guard in the Department of NJ VFW Ladies Auxiliary Guard, and has progressed through the Chairs of Conductress, Chaplain, Jr. Vice President, and Sr. Vice President and was elected President at the 2012 Department Convention in Wildwood, New Jersey; and

WHEREAS, Kathy has held the following chairmanships: Assistance Rehab, Membership, Legislation, Community Activities, Veterans and Family Support and Youth Activities; and

WHEREAS, Kathy has been a 20 year member of the St. Barnabas Church in Bayville, New Jersey, where she serves as a Eucharistic Minister; and

NOW THEREFORE, BE IT PROCLAIMED, that I, Robert M. Damming, as Director, and on behalf of the 2012 Gloucester County Board of Chosen Freeholders, Giuseppe (Joe) Chila, Lyman Barnes, Vincent H. Nestore, Jr., Heather Simmons, Adam J. Taliaferro and Larry Wallace do hereby recognize Kathy Marshall as State President, Ladies Auxiliary, Department of New Jersey Veterans of Foreign Wars and thank her for her outstanding longtime service to the Veterans of Foreign Wars and the Ladies Auxiliary.

IN WITNESS WHEREOF, the Director and Clerk have caused these presents to be executed and the seal of the County of Gloucester to be affixed this 14th day of October, 2012.

Robert M. Damming
Freeholder Director

Giuseppe (Joe) Chila
Freeholder Deputy Director

Lyman Barnes
Freeholder

Vincent H. Nestore, Jr.
Freeholder

Heather Simmons
Freeholder

Adam J. Taliaferro
Freeholder

Larry Wallace
Freeholder

Attest: _____
Robert N. DiLella, Clerk

WELCOME HOME

Private First Class Justin Coneen

WHEREAS, the Gloucester County Board of Chosen Freeholders would like to take this time to honor and welcome home **Private First Class Justin Coneen** from his deployment in Afghanistan. A Welcome Home Celebration is being held at 227 Wilson Road, Turnersville, New Jersey on Saturday, October 13, 2012; and

WHEREAS, **Justin Coneen** is a graduate of Washington Township High School, enlisted in the United States Army in March, 2011 and is assigned to the 82nd Airborne Division; and

WHEREAS, while deployed in Afghanistan, **Private First Class Coneen** was awarded the **Army Commendation Medal**, the **National Defense Service Medal**, the **Afghanistan Campaign Medal**, the **Global War on Terrorism Medal**, the **Army Service Ribbon**, the **NATO ISAF Medal**, and he has earned his **Airborne Wings**; and

WHEREAS, the Board of Chosen Freeholders would like to pay tribute to **Private First Class Coneen** and all those servicemen and servicewomen who heroically and gallantly serve their country; and

WHEREAS, the Board of Chosen Freeholders would also like to honor the valiant families of our servicemen and servicewomen who have had to suffer, not only the absence of their loved ones, but also the uncertainty of their fate; and

NOW THEREFORE, BE IT PROCLAIMED, that I, Robert M. Damminger, as Director, and on behalf of the 2012 Gloucester County Board of Chosen Freeholders, Giuseppe (Joe) Chila, Lyman Barnes, Vincent H. Nestore, Jr., Heather Simmons, Adam J. Taliaferro and Larry Wallace **are honored to welcome home Private First Class Coneen and extend our heartfelt thanks for his personal sacrifice in the service to our country. Let it not be forgotten that freedom is not free and it is only through the bravery and dedication of our men and women in uniform that ensures America remains free. We are proud of you and are humble in our praise of your efforts.**

IN WITNESS WHEREOF, the Director and Clerk have caused these presents to be executed and the seal of the County of Gloucester to be affixed this 13th day of October 2012.

Robert M. Damminger
Freeholder Director

Giuseppe (Joe) Chila
Freeholder Deputy Director

Lyman Barnes
Freeholder

Vincent H. Nestore, Jr.
Freeholder

Heather Simmons
Freeholder

Adam J. Taliaferro
Freeholder

Larry Wallace
Freeholder

Attest: _____
Robert N. DiLella, Clerk

IN RECOGNITION OF THE DEDICATION OF THE WESTVILLE LIGHT OF THE MISSING

WHEREAS, the Gloucester County Board of Chosen Freeholders would like to recognize the Borough of Westville upon their dedication of **Light of the Missing**; and

WHEREAS, on October 13, 2012 the **Light of the Missing** will be activated providing the residents of Westville with a notification system in the event of a missing person incident; and

WHEREAS, this light system will be equipped with a series of police lights, which can be switched on at a moment's notice by law enforcement and emergency responders along with signs which will have bulletin boards, where police can post information about any missing person; and

WHEREAS, we hereby commend and honor the Mayor and Council of the Borough of Westville, and the **Light of the Missing, LLC** founder Joseph C. Nicholas for providing the **Light of the Missing** the first of its kind in Gloucester County; and

NOW THEREFORE, BE IT PROCLAIMED, that I, Robert M. Damminger, as Director, and on behalf of the 2012 Gloucester County Board of Chosen Freeholders, Giuseppe (Joe) Chila, Lyman Barnes, Vincent H. Nestore, Jr., Heather Simmons, Adam J. Taliaferro and Larry Wallace do hereby recognize the dedication of Westville's, **Light of the Missing**.

IN WITNESS WHEREOF, the Director and Clerk have caused these presents to be executed and the seal of the County of Gloucester to be affixed this 13th day of October, 2012.

Robert M. Damminger
Freeholder Director

Giuseppe (Joe) Chila
Freeholder Deputy Director

Lyman Barnes
Freeholder

Vincent H. Nestore, Jr.
Freeholder

Heather Simmons
Freeholder

Adam J. Taliaferro
Freeholder

Larry Wallace
Freeholder

Attest: _____
Robert N. DiLella, Clerk

RECOGNIZING BERRIOS AND SON GROCERY 50TH ANNIVERSARY ~ 1962-2012

WHEREAS, from time to time it is the desire of the Gloucester County Board of Chosen Freeholders to pay special tribute to business owners who have provided exceptional service to Gloucester County residents; and

WHEREAS, the Gloucester County Board of Chosen Freeholders would like to take this opportunity to recognize and congratulate **Berrios and Son Grocery** in celebration of their 50th Anniversary for their service to the citizens of Gloucester County. Pablo and Ana Berrios, owners of **Berrios and Son Grocery**, will be celebrating this milestone on Saturday, October 20, 2012 at St. Joseph's Hall in Swedesboro; and

WHEREAS, in March 1962 Pablo and Ana Berrios moved to the Borough of Swedesboro with their two children, Carlos and Mercedes, and established **Berrios and Son Grocery**. Today, this is the oldest business in the Borough of Swedesboro; and

WHEREAS, in 1972 Pablo and Ana expanded their business by opening **Berrios Clothing**, which, today, is owned and operated by their son Carlos Berrios as **King Tux Formal Wear** in Swedesboro; and

WHEREAS, Pablo and Ana Berrios were instrumental in helping the Hispanic Community as an Interpreter for the Court System. They also assisted those in need on how to obtain Social Service Benefits which greatly improved the lives of many in Swedesboro; and

NOW THEREFORE, BE IT PROCLAIMED, that I, Robert M. Damminger, as Director, and on behalf of the 2012 Gloucester County Board of Chosen Freeholders, Giuseppe (Joe) Chila, Lyman Barnes, Vincent H. Nestore, Jr., Heather Simmons, Adam J. Taliaferro and Larry Wallace do hereby recognize and congratulate **Berrios and Son Grocery on their 50th Anniversary**.

IN WITNESS WHEREOF, the Director and Clerk have caused these presents to be executed and the seal of the County of Gloucester to be affixed this 20th day of October, 2012.

Robert M. Damminger
Freeholder Director

Giuseppe (Joe) Chila
Freeholder Deputy Director

Lyman Barnes
Freeholder

Vincent H. Nestore, Jr.
Freeholder

Heather Simmons
Freeholder

Adam J. Taliaferro
Freeholder

Larry Wallace
Freeholder

Attest: _____
Robert N. DiLella, Clerk

Gloucester County

Board of Chosen Freeholders

Proclamation

Proclaiming January 11th, 2013 As Human Trafficking Awareness Day

WHEREAS, 2013 will be the six year anniversary for Congress to designate January 11th, 2013 as Human Trafficking Awareness Day; and

WHEREAS, human trafficking is a form of modern day slavery which includes, but is not limited to, forced labor, sexual exploitation, debt bondage, and forced marriages by use of fraud and/or coercion; and

WHEREAS, it is estimated that today in the United States 300,000 minors are at risk for being trafficked for sexual exploitation. Nearly 75% of the victims are American Citizens; and

WHEREAS, human trafficking is a crime hidden in plain sight and touches all our lives through its presence in all our communities; and

WHEREAS, the average age of girls, boys, and transgender youth who enter into the sex industry is 12 to 14 years old; and

WHEREAS, trafficking continues because of huge potential for profit, enormous demand, and because of the negligible or low risk of prosecution; and

WHEREAS, mortality rates for women in prostitution are over 200 times greater than those of women with similar demographic profiles; and

WHEREAS, The Committee on Missing & Abused in Gloucester County will make Human Trafficking a focus at its Fall Workshop on November 7, 2012 by educating those that work with children and families.

NOW, THEREFORE, BE IT PROCLAIMED, that I, Robert M. Damminger, as Director, and on behalf of the 2012 Gloucester County Board of Chosen Freeholders, Giuseppe (Joe) Chila, Lyman Barnes, Vincent H. Nestore, Jr., Heather Simmons, Adam Taliaferro, and Larry Wallace do hereby proclaim January 11th, 2013 as **Human Trafficking Awareness Day** in GLOUCESTER COUNTY, and I urge all citizens to engage in activities that strengthen families and communities to provide the optimal environment for children to learn, grow and thrive so that all children have the benefit of happy, healthy and safe childhood and future.

IN WITNESS WHEREOF, the Gloucester County Board of Chosen Freeholders have caused these presents to be executed and the seal of the County of Gloucester to be affixed this 7th day of November 2012.

Robert M. Damminger
Freeholder Director

Giuseppe (Joe) Chila
Freeholder Deputy Director

Lyman Barnes
Freeholder

Vincent H. Nestore, Jr.
Freeholder

Heather Simmons
Freeholder

Adam Taliaferro
Freeholder

Larry Wallace
Freeholder

ATTEST: _____
Robert N. DiLella, Clerk

AI

RESOLUTION REQUESTING THE APPROVAL OF THE DIRECTOR OF THE DIVISION OF LOCAL GOVERNMENT SERVICES TO ESTABLISH A DEDICATED TRUST BY RIDER; *SHERIFF FORFEITED FUNDS*, PURSUANT TO N.J.S.A. 40A:10-1 ET SEQ.

WHEREAS, permission is required of the Director of the Division of Local Government Services for approval as a dedication by rider of revenues received by the County of Gloucester when the revenue is not subject to reasonable accurate estimates in advance; and

WHEREAS, N.J.S.A. 40A:10-1 et seq. allows the County of Gloucester to receive amounts for cost incurred for Sheriff Forfeited Funds and,

WHEREAS, N.J.S.A. 40A:4-39 provides that the Director of the Division of Local Government Services may approve expenditures of monies by dedication by rider;

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester, State of New Jersey as Follows:

- (1) That the governing body of the County of Gloucester hereby requests permission of the Director of the Division of Local Government Services to pay expenditures for Sheriff Forfeited Funds as per N.J.S.A. 40A:4-39.
- (2) That the Clerk of the Board of Chosen Freeholders of the County of Gloucester is hereby directed to forward two (2) certified copies of this resolution to the Director of the Division of Local Government Services upon adoption.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on November 7, 2012 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

**ROBERT M. DAMMINGER,
FREEHOLDER DIRECTOR**

ATTEST:

**ROBERT N. DILELLA,
CLERK OF THE BOARD**

RESOLUTION PROVIDING FOR THE INSERTION OF SPECIAL ITEMS OF REVENUE INTO THE 2012 BUDGET PURSUANT TO N.J.S.A. 40A:4-87

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

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

NOW, THEREFORE, BE IT RESOLVED that the County of Gloucester hereby requests the Director of the Division of Local Government Services approve the insertion of special items of revenue into the Gloucester County budget for the year 2012 as follows:

- (1) The sum of **\$2,000.00**, which item is now available as a revenue from State Farm 2012 Funding for Educational Institution of Government Entity, to be appropriated under the caption of State Farm 2012 Funding for Educational Institution of Government Entity - *Other Expenses*;

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, State of New Jersey held on November 7, 2012 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

**ROBERT M. DAMMINGER,
FREEHOLDER DIRECTOR**

ATTEST:

**ROBERT N. DILELLA,
CLERK OF THE BOARD**

A3

RESOLUTION AUTHORIZING CONTRACT BETWEEN THE COUNTY AND PINO CONSULTING GROUP, INC. TO DEVELOP A COUNTY-WIDE CENTRAL SERVICES COST ALLOCATION PLAN AND INDIRECT COST RATES FOR CALENDAR YEAR 2011, FOR A TOTAL CONTRACT AMOUNT OF \$28,000.00

WHEREAS, the County of Gloucester recognizes the need to develop Central Service Cost Allocation Plans as well as Indirect Cost Rate proposals; and

WHEREAS, the County requested proposals, via RFP-12-050, from interested providers and evaluated those proposals consistent with the County's fair and open procurement process; and

WHEREAS, the evaluation, based on the established criteria, concluded that Pino Consulting Group, Inc. of 8 Snowbird Court, West Windsor, New Jersey 08550 was qualified to perform such services; and

WHEREAS, the Central Service Cost Allocation Plan and Indirect Cost Rate proposals shall be for the County's fiscal year ended December 31, 2011; and

WHEREAS, the compensation for the aforesaid services shall be for a total contract amount of \$28,000.00; and

WHEREAS, a Certificate of Availability of Funds, CAF# 12-09293, dated October 19, 2012 has been issued, certifying that said funds are available; and

WHEREAS, this contract may be awarded pursuant to the provisions of the Local Public Contracts Law of the State of New Jersey in accordance with N.J.S.A. 40A:11-5(a)(i), in that the subject matter of the contract is for the provision of professional services.

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester that a contract is hereby authorized between the County of Gloucester and Pino Consulting Group, Inc. for a period of one (1) year from the date of award, for development and preparation of County-Wide Central Services Cost Allocation Plan and Indirect Cost Rates for fiscal year 2011, at an amount not to exceed \$28,000.00; and, that the Freeholder Director and Clerk of the Board are authorized and directed to execute any documents necessary to effectuate the contract for the purposes set forth herein above.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester and State of New Jersey held on November 7, 2012 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

**ROBERT M. DAMMINGER,
FREEHOLDER DIRECTOR**

ATTEST:

**ROBERT N. DILELLA,
CLERK OF THE BOARD**

**CONTRACT BETWEEN
PINO CONSULTING GROUP, INC.
AND
THE COUNTY OF GLOUCESTER**

THIS CONTRACT is made effective the 7th day of November 2012, by and between **THE COUNTY OF GLOUCESTER**, a body politic and corporate, with offices in Woodbury, New Jersey, hereinafter referred to as "County", and **Pino Consulting Group, Inc.** whose address is **8 Snowbird Court, West Windsor, New Jersey 08550**, hereinafter referred to as "Contractor".

RECITALS

WHEREAS, there exists a need for the County of Gloucester to contract for the development and preparation of a County-wide Central Service Cost Allocation Plan and Indirect Cost Rate proposals for the year ended December 31, 2011; and

WHEREAS, Contractor represents that he is qualified to perform such services and desires to perform such services pursuant to the terms and provisions of this agreement; and

WHEREAS, this contract is awarded pursuant to and consistent with Gloucester County's fair and open procurement process, via RFP-12-050, and the terms and provisions of N.J.S. 19:44A-20.4; and

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

TERMS OF AGREEMENT

1. **TERM.** This Contract shall be effective for a period of one (1) year from the date of award.
2. **COMPENSATION.** Contract shall be for estimated units of service as set forth in RFP #12-050 and made a part of this contract as if set forth herein, for a minimum contract amount of zero and a maximum contract amount of **\$28,000.00**.

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 "Program Specifications" which may be incorporated and made part of this contract as Attachment A, together with any other specifications issued by the County in connection with this contract, particularly RFP-12-050.

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

A. Contractor will not discriminate against any employee or applicant for employment because of gender, age, race, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, marital status, disability, affectional or sexual orientation, genetic information, sex or atypical hereditary cellular or blood trait. Contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment without regard to their gender, age, race, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, marital status, disability, affectional or sexual orientation, genetic information, sex or atypical hereditary cellular or blood trait. Such actions 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. 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.

B. The Contractor or subcontractor, where applicable, will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to gender, age, race, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, marital status, disability, affectional or sexual orientation, genetic information, sex or atypical hereditary cellular or blood trait.

C. The Contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Agency Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

D. The Contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c.127, as amended and supplemented from time to time.

E. The Contractor or subcontractor, where applicable, agrees to attempt in good faith to employ minority and female workers consistent with the applicable County employment goals prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C. 127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable County employment goals determined by Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C. 127, as amended and supplemented from time to time.

F. The Contractor or subcontractor, where applicable, agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of gender, age, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, marital status, affectional or sexual orientation, or disability and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

G. The Contractor or subcontractor, where applicable, agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decision of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

H. The Contractor or subcontractor, where applicable, agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to gender, age, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, marital status, affectional or sexual orientation, or disability and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey and applicable Federal law and applicable Federal court decisions.

I. The Contractor or subcontractor, where applicable, shall furnish such report or other document to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (N.J.A.C. 17:27).

J. Only manufactured products of the United States of America, wherever available, shall be used in the execution of the work specified herein.

K. In accordance with the Tax Equity and Fiscal Responsibility Act of 1982 (TEFRA), it is expressly understood that if the net amount paid to Contractor pursuant to this Contract exceeds Ten Thousand Dollars (\$10,000.00) in a twelve-month period, Contractor will grant to the Department of Health and Human Services and/or the general Accounting Office access to such of Contractor's books, documents, and records as are necessary to verify the nature and extent of costs of services furnished under this Contract. Contractor agrees to grant such access until the expiration of four (4) years

after the services are furnished under the contract. In the event that Contractor carries out any duties of the contract through a subcontract with a related organization which will result in payment to the related organization of Ten Thousand Dollars (\$10,000.00) or more over a twelve-month period, Contractor agrees that any such subcontract shall require that the related organization shall make available such books, documents, and records which are necessary to verify the nature and extent of the costs.

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

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

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

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

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

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

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

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

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

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

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

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

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

If Contractor is a member of a profession that is subject to suit for professional malpractice, then Contractor shall maintain and continue in full force and effect an insurance policy for professional liability/malpractice with limits of liability acceptable to the County. Contractor shall, simultaneously with the execution of this Contract, and as a condition precedent to its taking effect, provide to County a copy of a certificate of insurance, verifying that said

insurance is and will be in effect during the term of this Contract. The County shall review the certificate for sufficiency and compliance with this paragraph, and approval of said certificate and policy shall be necessary prior to this Contract taking effect. Contractor also hereby agrees to continue said policy in force and effect for the period of the applicable statute of limitations following the termination of this Contract and shall provide the County with copies of certificates of insurance as the certificates may be renewed during that period of time.

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

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

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

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

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

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

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

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

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

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

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

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

23. **CONTRACT PARTS.** Attached hereto and incorporated herein are various appendices, schedules and attachments (collectively, "the attachments") which provide details of the contractor's obligations concerning reporting requirements, record keeping and the like. Also incorporated herein are any other specifications issued by the County in connection with this contract. If there is a conflict between any of the attachments and the specifications the specifications will control. If there is a conflict between any of the attachments or the specifications and the Contract, then this Contract will control.

THIS CONTRACT is made effective the 7th day of November, 2012.

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

ATTEST:

COUNTY OF GLOUCESTER

**ROBERT N. DILELLA,
CLERK OF THE BOARD**

**ROBERT M. DAMMINGER,
FREEHOLDER DIRECTOR**

ATTEST:

PINO CONSULTING GROUP, INC.

ALFRED PINO, CGFM

BASIS OF AWARD

(To be completed by County evaluation committee)
 (100 Point total will be used to determine the Award)

The County will select the vendor deemed most advantageous to the County, based on price and other factors considered.

RFP-12-050 - County Wide Indirect Cost Plan – Pino Consulting Group

<p style="text-align: center;">EVALUATION FACTORS</p> <p>Points awarded will be based on the information contained in the technical proposal, any supplemental information obtained and information gathered during the interview, if one is conducted.</p>	<p style="text-align: center;">SCORE</p>
<p>A. Proposal contains all required checklist information <u>5</u> points All required documentation submitted.</p>	<p style="text-align: center;">5</p>
<p>B. <u>Relevance and Extent of Qualifications, Experience, and Training of Personnel to be assigned</u> Mr. Alfred Pino will be the project manager with years of experience in this field. Very qualified to conduct all facets related to the RFP. <u>25</u> points</p>	<p style="text-align: center;">23</p>
<p>C. <u>Relevance and Extent of Similar Engagements performed</u> The firm currently provides these services in 14 other Counties throughout New Jersey as well as other Hospitals and Nursing Home facilities. <u>25</u> points</p>	<p style="text-align: center;">24</p>
<p>D. <u>Plan for performing engagement is realistic, thorough, and demonstrates knowledge of requirements and personnel availability</u> Plan is realistic and thorough to complete all work listed in the RFP. <u>25</u> points</p>	<p style="text-align: center;">22</p>
<p>E. Reasonableness of Cost Proposal Only bid submitted. Fees are \$22,250.00 with optional 2013 based plan for additional \$5,750.00. <u>20</u> points</p>	<p style="text-align: center;">17</p>
<p>TOTALS</p>	<p style="text-align: center;">91</p>

RESOLUTION APPROVING A CONTRACT WITH STRATEGIC PRODUCTS AND SERVICES FOR MAINTENANCE AND TO PURCHASE TELEPHONE SWITCHES AND OTHER NECESSARY HARDWARE FROM DECEMBER 1, 2012 TO NOVEMBER 30, 2013 THROUGH STATE CONTRACT NUMBER A80802 IN AN AMOUNT NOT TO EXCEED \$190,000.00

WHEREAS, N.J.S.A. 40A:11-12 permits the purchase of materials, services, supplies and equipment, through the State Contract number A80802, without the need for public bidding; and

WHEREAS, the County of Gloucester has a need to purchase telephone switches, along with various components/equipment and also for software support for the County of Gloucester; and

WHEREAS, it has been determined to be advantageous that the County of Gloucester purchase the said telephone equipment and maintenance contract from Strategic Products & Services at 300 Littleton Road, Parsippany, New Jersey 07054 for a contract in an amount not to exceed \$190,000.00 through State Contract No. A80802; and

WHEREAS, the contract shall be for estimated units of goods and service. The contract is therefore open-ended, which does not obligate the County of Gloucester to make any purchase; and, therefore, no Certificate of Availability of Funds is required at this time.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that the County Purchasing Agent is authorized to purchase telephone equipment and to also use Strategic Products & Services for software support and maintenance for the County of Gloucester with a maximum contract amount of \$190,000.00 through State Contract Number A80802; and

BE IT FURTHER RESOLVED, before any purchase can be made pursuant to the within award, a certification must be obtained from the Purchasing Agent 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 Board of Chosen Freeholders of the County of Gloucester held on Wednesday, November 7, 2012.



COUNTY OF GLOUCESTER

ROBERT DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

RESOLUTION AUTHORIZING THE SALE OF CERTAIN SURPLUS COUNTY PERSONAL PROPERTY THROUGH GOVDEALS ONLINE AUCTIONS UNDER STATE CONTRACT NUMBER 70967, INDEX NUMBER T-2581

WHEREAS, N.J.S.A. 40A:11-36 permits the Freeholder Board, as the County of Gloucester's (hereinafter the "County") governing body, to sell personal property no longer needed for public use or purpose; and

WHEREAS, the County has a need to sell certain surplus personal property, which is no longer needed for any public use or purpose; and

WHEREAS, the sale of certain surplus County personal property is proposed to be conducted pursuant to Local Finance Notice 2008-9 through GovDeals Online Auctions (hereinafter "GovDeals") under State Contract A-70967/T2581, and the terms and conditions thereof; and

WHEREAS, a list of the surplus County personal property proposed to be sold by the County through GovDeals is as follows:

- 6 Martha Stewart Outdoor Dining Tables including a lazy susan on each table; and
- 5 chairs for each table, consisting of 30 chairs total

(hereinafter all collectively referred to as the "Property"); and

WHEREAS, the Property is described above is being sold in an "as-is" condition without express or implied warranties.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that the County Purchasing Agent be, and hereby is, authorized to take all actions necessary to sell the Property through GovDeals under and pursuant to the provisions of State Contract Number 70976, Index Number T-2581.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, November 7, 2012 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

RESOLUTION AUTHORIZING A CONTRACT WITH U.S. LUMBER, INC., FOR THE SUPPLY AND DELIVERY OF VARIOUS BUILDING MATERIALS FOR THE DEPARTMENT OF BUILDINGS AND GROUNDS IN AN AMOUNT NOT TO EXCEED \$100,000.00 FROM NOVEMBER 7, 2012 TO NOVEMBER 6, 2013 WITH THE COUNTY RESERVING EXTENSION OPTIONS

WHEREAS, the County of Gloucester, after due notice and advertisement, received sealed bids for the supply and delivery of building materials for the County; and

WHEREAS, after following proper public bidding procedure, it was determined that U.S. Lumber, Inc., with offices at 668 S. Evergreen Avenue, Woodbury, New Jersey 08097 was the lowest responsive and responsible bidder to supply and deliver all materials, as more specifically described in the bid specifications PD 012-032; and

WHEREAS, the contract shall be for the purchase of an estimated quantity of product, in an amount not to exceed \$100,000.00. The contract is therefore open ended, which does not obligate the County of Gloucester to make any purchase; and, therefore, no Certificate of Availability of Funds is required at this time. Continuation of the contract beyond December 31, 2012 is conditioned upon the approval of the 2013 Gloucester County budget.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that the Director of the Board and the Clerk of the Board are hereby authorized to execute the contract with US Lumber, Inc., from November 7, 2012 to November 6, 2013 with the County reserving the option to extend the contract for one (1) two (2) year period or two (2) one (1) year periods as per PD 012-032 for a minimum contract amount of Zero and a maximum contract amount of \$100,000.00; and

BE IT FURTHER RESOLVED that before any purchase be made pursuant to the within award, a certification must be obtained from the Purchasing Agent 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 Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, November 7, 2012 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DI LELLA, CLERK

**CONTRACT BETWEEN
U.S. LUMBER, INC.
AND
THE COUNTY OF GLOUCESTER**

THIS CONTRACT is made effective the 7th day of November, 2012 by and between **THE COUNTY OF GLOUCESTER**, a body politic and corporate, with offices in Woodbury, New Jersey, hereinafter referred to as "**County**", and **U.S. LUMBER, INC.**, with offices at 668 S. Evergreen Avenue, Woodbury, New Jersey 08097, hereinafter referred to as "**Vendor**".

RECITALS

WHEREAS, there exists a need for the County to contract for the supply and delivery of building materials to the County of Gloucester, as set forth in **PD-012-032**; 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. **TERMS**. This Contract shall be effective for a period of one (1) year commencing November 7, 2012 and concluding November 6, 2013 with the County reserving the option to extend for one (1) two (2) year period or two (2) one (1) year periods.

2. **COMPENSATION**. Vendor shall be compensated pursuant to and subject to all terms and provisions of the specifications identified as PD-012-032, with a contract amount not to exceed \$100,000.00.

It is agreed and understood that this is an open-ended contract; therefore there is no obligation on the part of the County to make any purchase whatsoever. Continuation of the contract after December 31, 2012 is specifically conditioned upon approval of the 2013 Gloucester County Budget.

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

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.** The Vendor will supply and deliver certain construction materials and supplies to the County of Gloucester for the unit prices set forth in specifications identified as PD-012-032, which is incorporated by reference 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 bid documents. Should there occur a conflict between this form of contract and the bid documents, the bid documents shall prevail.

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

A. Vendor will not discriminate against any employee or applicant for employment because of gender, age, race, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, marital status, disability, affectional or sexual orientation, genetic information, sex or atypical hereditary cellular or blood trait. Vendor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment without regard to their gender, age, race, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, marital status, disability, affectional or sexual orientation, genetic information, sex or atypical hereditary cellular or blood trait. Such actions shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Vendor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

B. 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 gender, age, race, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, marital status, disability, affectional or sexual orientation, genetic information, sex or atypical hereditary cellular or blood trait.

C. The Vendor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Agency Contracting Officer advising the labor union or workers' representative of the Vendor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

D. The Vendor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c.127, as amended and supplemented from time to time.

E. The Vendor or subcontractor, where applicable, agrees to attempt in good faith to employ minority and female workers consistent with the applicable County employment goals prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C. 127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable County employment goals determined by Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C. 127, as amended and supplemented from time to time.

F. The Vendor or subcontractor, where applicable, agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of gender, age, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, marital status, affectional or sexual orientation, or disability and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

G. The Vendor or subcontractor, where applicable, agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decision of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

H. The Vendor or subcontractor, where applicable, agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to gender, age, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, marital status, affectional or sexual orientation, or disability and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey and applicable Federal law and applicable Federal court decisions.

I. The Vendor or subcontractor, where applicable, shall furnish such report or other document to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (N.J.A.C. 17:27).

J. Only manufactured products of the United States of America, wherever available, shall be used in the execution of the work specified herein.

K. In accordance with the Tax Equity and Fiscal Responsibility Act of 1982 (TEFRA), it is expressly understood that if the net amount paid to Vendor pursuant to this Contract exceeds Ten Thousand Dollars (\$10,000.00) in a twelve-month period, Vendor will grant to the Department of Health and Human Services and/or the general

Accounting Office access to such of Vendor's books, documents, and records as are necessary to verify the nature and extent of costs of services furnished under this Contract. Vendor agrees to grant such access until the expiration of four (4) years after the services are furnished under the contract. In the event that Vendor carries out any duties of the contract through a subcontract with a related organization which will result in payment to the related organization of Ten Thousand Dollars (\$10,000.00) or more over a twelve-month period, Vendor agrees that any such subcontract shall require that the related organization shall make available such books, documents, and records which are necessary to verify the nature and extent of the costs.

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 identified as PD-012-032, 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 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 Vendor or subcontractor, where applicable, shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Contract by the Vendor, and the County may withhold any payments to the Vendor for the purpose of set off until such time as the exact amount of damages due the County from the Vendor is determined.

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

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

8. **INDEMNIFICATION.** The Vendor or subcontractor, where applicable, shall be responsible for, shall keep, save and hold the County of Gloucester harmless from, 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 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.

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 carriers deemed satisfactory by County, and which shall be in compliance with any applicable requirements of the State of New Jersey. Vendor shall, simultaneously with the execution of this Contract, deliver certifications of said insurance to County, naming County as an additional insured.

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

simultaneously with the execution of this Contract, and as a condition precedent to its taking effect, provide to County a copy of a certificate of insurance, verifying that said insurance is and will be in effect during the term of this Contract. The County shall review the certificate for sufficiency and compliance with this paragraph, and approval of said certificate and policy shall be necessary prior to this Contract taking effect. Vendor also hereby agrees to continue said policy in force and effect for the period of the applicable statute of limitations following the termination of this Contract and shall provide the County with copies of certificates of insurance as the certificates may be renewed during that period of time.

10. **SET-OFF.** Should Vendor either refuse or neglect to perform 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.

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

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

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

15. **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. **COMPLIANCE WITH APPLICABLE LAW.** Vendor 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 any other entity having jurisdiction pertaining to the performance of Vendor's services.

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

19. **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.

20. **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.

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

22. **CONTRACT PARTS.** This Contract consists of this Contract document and the specifications identified as PD-012-032, and the bidder's bid package, all of which are referred to and incorporated herein. 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 is dated this 7th day of November, 2012

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

ATTEST:

COUNTY OF GLOUCESTER

ROBERT N. DI LELLA, CLERK

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

U.S. LUMBER, INC.

BY: _____

Please Print Name

PD 012-032		Bid Opening 8/30/2012 10:00am	
SPECIFICATIONS AND PROPOSAL FOR VARIOUS BUILDING MATERIALS FOR THE GLOUCESTER COUNTY DEPARTMENT OF BUILDINGS AND GROUNDS			
VENDOR:		U.S. Lumber Inc.	
		668 S. Evergreen Ave. Woodbury, NJ 08097	
		Isabelita M. Abele - Pres./CEO 856 853-1770	
		856 384-8351 Fax	
		Prices	
ITEM	DESCRIPTION		Prices
1	SHEETROCK (Fire Rated) 1/2" 4X8 4X10 4X12 5/8" 4X8 4X10 4X12		\$7.99 \$9.99 \$11.99 \$7.99 \$9.99 \$11.99
2	Metal Studs 8' 10' 12'		\$4.65 \$5.81 \$6.97
3	3 1/2 Metal Track		\$5.99
4	Joint Compound 5 Gallon - Blue 5 Gallon - Green		\$16.99 \$16.99
5	Corner Bead (no coat) Suspended Ceiling Materials (Armstrong) 12' Main Runners 12' W/1 Angles 48" Cross Tees 24" Cross Tees Support Wire		\$39.99 \$190.99 \$181.99 \$170.00 \$181.99 \$93.00 \$73.25
	Ceiling Tile (usg#2315) Fire Rated Per Case PLYWOOD (Birch Unfinished) 4X8 1/2" 4X8 3/4		\$69.99 \$49.99 \$69.99
	PLYWOOD (CDX Fir) 4X8 1/2" 4X8 3/4		\$20.99 \$28.99
	SCREWS (Sheetrock Type) PER BOX 1" 1 1/4 1 5/8 2" 2 1/2 3"		\$69.99 \$69.99 \$69.99 \$69.99 \$69.99 \$69.99
6	NAILS Finish (5lb box) 3p Finish (5lb box) 4p Finish (5lb box) 6p Finish (5lb box) 8p Finish (5lb box) 10p Common (5lb box) 6p Common (5lb box) 8p Common (5lb box) 10p Common (5lb box) 12p		\$9.99 \$9.99 \$9.99 \$9.99 \$9.99 \$9.99 \$9.99 \$9.99 \$9.99
7	Nail Gun Nails (Stanley/Bostitch Only) 6p (Per Box) 8p (Per Box) 10p (Per Box) 12p (Per Box)		\$89.99 \$89.99 \$89.99 \$89.99

DAP Alex Plus Acrylic Caulk CLEAR	\$2.99	
DAP Alex Plus Acrylic Caulk WHITE	\$2.99	
Variations: (if any)	NONE	
Will you extend your prices to local government entities within the County	YES	
Bid specifications sent to:	Construction Journal American Asphalt	Prime Vendor
Term of contract is for one (1) year with an option to extend the term for one (1) 2 year or 2 one (1) year extensions.		
Based upon the bids received, I recommend US Lumber Inc. be awarded a contract as the lowest responsive responsible bidder.		
		Sincerely,
		Robert J. McErlane Assistant Purchasing Agent

B1

SIGNATURES

SIGNED: Isabelita M. Abele **COMPANY:** U.S. LUMBER, INC.

NAME: ISABELITA M. ABELE **ADDRESS:** 668 S. EVERGREEN AVENUE
(PRINTED OR TYPED) WOODBURY HEIGHTS, NJ 08097

TITLE: PRESIDENT/CEO

TELE #: 856-853-1770

DATE: 8/16/12

FAX #: 856-384-8351

TO THE BOARD OF CHOSEN FREEHOLDERS
OF THE COUNTY OF GLOUCESTER

FREEHOLDERS:

THE UNDERSIGNED HEREBY DECLARES THAT HE/SHE HAS CAREFULLY EXAMINED THE SPECIFICATIONS AND PROPOSAL FORM FOR THE ABOVE ITEMS, FOR WHICH BIDS WILL BE OPENED AND READ IN PUBLIC ON THE DATE ADVERTISED IN THE NEWSPAPER IN THE PURCHASING DEPARTMENT, 2ND FLOOR, COUNTY BUILDING, 2 S. BROAD ST., WOODBURY, NJ 08096.

THE BIDDER FURTHER DECLARES THAT HE/SHE WILL CONTRACT WITH THE COUNTY OF GLOUCESTER TO FURNISH THE REQUIRED ITEM IN ACCORDANCE WITH THE PRESCRIBED SPECIFICATIONS AT THE PRICES OFFERED BELOW.

SHEETROCK – (FIRE RATED)

<u>Description</u>	<u>PER SHEET</u>
1/2" 4' x 8'	\$ <u>7.99</u>
4' x 10'	\$ <u>9.99</u>
4' x 12'	\$ <u>11.99</u>
5/8" 4' x 8'	\$ <u>7.99</u>
4' x 10'	\$ <u>9.99</u>
4' x 12'	\$ <u>11.99</u>

ALL SHEETROCK MUST BE DROPPED BY BOOMTRUCK OR FORKLIFT

MINIMUM ORDER OF 5 SHEETS PER SIZE

METAL STUDS – 20 Gauge (Box of 10)

3 1/2 X	10	11-50	51-100	101-150	151-200	200-ABOVE
8'	\$ <u>4.65</u>					
10'	\$ <u>5.81</u>					
12'	\$ <u>6.97</u>					

3 1/2" metal track (Note: only 10' lengths)

\$ 5.99

JOINT COMPOUND

5 gallon - Blue \$ 16.99
5 gallon - Green \$ 16.99

Drywall Tape (PER BOX) \$ 39.99
Corner Bead (NO-COAT OR APPROVED EQUAL) (PER BOX) 10' \$ 190.99

Suspended Ceiling Materials (Color: White unless otherwise specified) "ARMSTRONG ONLY"

12' Main Runners (PER BOX) \$ 181.99
12' Wall Angles (PER BOX) \$ 170.00
48" Cross Tees (PER BOX) \$ 181.99
24" Cross Tees (PER BOX) \$ 93.00
Support wire to hang ceiling (PER BOX) \$ 73.25

CEILING TILES (USG#2315 FIRE RATED - NON DIRECTIONAL)

PER CASE \$ 69.99
Minimum order 20 cases

PLYWOOD - Birch unfinished

4 x 8 1/2" (PER SHEET) \$ 49.99
3/4" (PER SHEET) \$ 69.99

PLYWOOD - CDX-Fir

4 x 8 1/2" (PER SHEET) \$ 20.99
3/4" (PER SHEET) \$ 28.99

SCREWS

Sheetrock Type (50lb box) (Regular Drywall Screws)

1" (PER BOX) \$ 69.99
1 1/4" (PER BOX) \$ 69.99
1 5/8" (PER BOX) \$ 69.99
2" (PER BOX) \$ 69.99
2 1/2" (PER BOX) \$ 69.99
3" (PER BOX) \$ 69.99

NAILS

Finish (5 lb box)

3p (PER BOX)

\$ 9.99

4p (PER BOX)

\$ 9.99

6p (PER BOX)

\$ 9.99

8p (PER BOX)

\$ 9.99

10p (PER BOX)

\$ 9.99

NAILS

Common (5 lb box)

6p (PER BOX)

\$ 9.99

8p (PER BOX)

\$ 9.99

10p (PER BOX)

\$ 9.99

12p (PER BOX)

\$ 9.99

NAIL GUN NAILS (STANLEY/BOSTITCH ONLY)

6p (PER BOX)

\$ 89.99

8p (PER BOX)

\$ 89.99

10p (PER BOX)

\$ 89.99

12p (PER BOX)

\$ 89.99

Caulk

DAP- Alex Plus Acrylic Latex Caulk Plus silicone Indoor & outdoor - Clear

\$ 2.99

DAP- Alex Plus Acrylic Latex Caulk Plus silicone Indoor & outdoor- White

\$ 2.99

VARIATIONS:

Ba

RESOLUTION APPROVING CONTRACTS WITH CAMDEN BAG & PAPER, CO., LLC; SAM TELL & SON, INC.; CALICO INDUSTRIES, INC., W.B. MASON CO., INC.; SOUTH JERSEY PAPER PRODUCTS; AND STANDARD MAINTENANCE SUPPLY CO., INC., AS A RESULT OF A SPLIT BID TO PURCHASE JANITORIAL SUPPLIES FROM NOVEMBER 7, 2012 TO NOVEMBER 6, 2014 IN AN AMOUNT NOT TO EXCEED \$60,000.00 PER COMPANY PER YEAR WITH THE COUNTY RESERVING EXTENSION OPTIONS ON EACH

WHEREAS, the County of Gloucester had advertised and received sealed bids for the supply and delivery of janitorial items to the County of Gloucester as per bid PD 012-031; and

WHEREAS, after following proper public bidding procedure, it was determined that Camden Bag & Paper, Co., Inc., of 114 Gaither Dr., Mt. Laurel, NJ 08054 was the lowest responsive and responsible bidder to perform said services for items 4, 5, 7, 8, 10, 13, 15, 16, 22, 23, 24, 26, 27, 29, 30, 31, 35, 38, 49, 49B, 60, 62, 63, 65, 69, 71, 72, 73, 74, 79, 84, 85, 102, 107, 108, 113, 115, 116, 117, 118, 119, 120, 121, and 130 for a contract amount not to exceed \$60,000.00; and

WHEREAS, after following proper public bidding procedure, it was determined that Sam Tell & Son, Inc., of 300 Smith Street, Farmingdale, NY 11735, was the lowest responsive and responsible bidder to perform said services for items 76, 88, 89, 91, 105, and 106 for a contract amount not to exceed \$60,000.00; and

WHEREAS, after following proper public bidding procedure, it was determined that Calico Industries, Inc., of 9045 Junction Dr., Annapolis Junction, MD 20701, was the lowest responsive and responsible bidder to perform said services for items 18, 25, 59, 67, 68, 70, 81, 83, 86, 87, 103, and 122 for a contract amount not to exceed \$60,000.00; and

WHEREAS, after following proper public bidding procedure, it was determined that W.B. Mason Co., Inc., of 59 Centre St., Brockton, MA 02303, was the lowest responsive and responsible bidder to perform said services for items 14, 56, 75, 98, 99, 111, 123, and 132 for a contract amount not to exceed \$60,000.00; and

WHEREAS, after following proper public bidding procedure, it was determined that South Jersey Paper Products, of 2400 Industrial Way, Vineland, NJ 08360, was the lowest responsive and responsible bidder to perform said services for items 1, 2, 3, 6, 9, 19, 20, 21, 28, 33, 34, 36, 39, 41, 42, 48, 53, 54B, 55, 61, 78, 82, 90, 92, 94, 95, 96, 97, 100, 109, 124, 134, and 135 for a contract amount not to exceed \$60,000.00; and

WHEREAS, after following proper public bidding procedure, it was determined that Standard Maintenance Supply Co., Inc., of 1133 Fries Mill Rd., PO Box 406, Franklinville, NJ 08322, was the lowest responsive and responsible bidder to perform said services for items 11, 12, 17, 32, 37, 40, 52, 57, 58, 64, 66, 77, 80, 93, 104, 112, 131, 133, and 136 for a contract amount not to exceed \$60,000.00; and

WHEREAS, each contract shall be for the purchase of an estimated quantity of products, with a contract amount not to exceed \$60,000.00 per vendor per year from November 7, 2012 to November 6, 2014. The contract is therefore open ended, which does not obligate the County of Gloucester to make any purchase; and, therefore, no Certificate of Availability of Funds is required at this time. Continuation of the contract beyond December 31, 2012 is conditioned upon the approval of the 2013 Gloucester County budget. Continuation of the contract beyond December 31, 2013 is conditioned upon the approval of the 2014 Gloucester County budget.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that the contracts for the supply and delivery of janitorial supplies, and in accordance with and pursuant to the bids submitted by Camden Bag & Paper, Co., LLC; Sam Tell & Son, Inc.; Calico Industries, Inc.; W.B. Mason Co., Inc.; South Jersey Paper Products, and Standard Maintenance Supply Co., Inc., and the specifications promulgated by the County, that the Director of the Board and the Clerk of the Board be and are hereby authorized to execute the contracts with the above mentioned vendors for the aforementioned purpose on behalf of the County of Gloucester; and

BE IT FURTHER RESOLVED that before any purchase be made pursuant to the within award, a certification must be obtained from the Purchasing Agent 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 Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, November 7, 2012 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DI LELLA, CLERK

**CONTRACT BETWEEN
SOUTH JERSEY PAPER PRODUCTS
AND
THE COUNTY OF GLOUCESTER**

THIS CONTRACT is made effective the 7th day of November, 2012 by and between **THE COUNTY OF GLOUCESTER**, a body politic and corporate, with offices in Woodbury, New Jersey, hereinafter referred to as "**County**", and **SOUTH JERSEY PAPER PRODUCTS**, with offices at 2400 Industrial Way, Vineland, NJ 08360, hereinafter referred to as "**Vendor**".

RECITALS

WHEREAS, there exists a need for the County to contract for the supply and delivery of janitorial supplies to the County of Gloucester, as set forth in PD 012-031; 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. **TERMS**. This Contract shall be effective from November 7, 2012 to November 6, 2014 with the option to extend for two (2) one year terms or one (1) two year term.

2. **COMPENSATION**. Vendor shall be compensated pursuant to and subject to all terms and provisions of the specifications identified as PD 012-031, with a contract amount not to exceed \$60,000.00, for items 1, 2, 3, 6, 9, 19, 20, 21, 28, 33, 34, 36, 39, 41, 42, 48, 53, 54B, 55, 61, 78, 82, 90, 92, 94, 95, 96, 97, 100, 109, 124, 134, and 135.

It is agreed and understood that this is an open-ended contract; therefore there is no obligation on the part of the County to make any purchase whatsoever. Continuation of the contract after December 31, 2012 is specifically conditioned upon approval of the 2013 Gloucester County Budget. Continuation of the contract after December 31, 2013 is specifically conditioned upon approval of the 2014 Gloucester County Budget.

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

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.** The Vendor will supply and deliver all janitorial supplies to the County of Gloucester, which products are identified as items 1, 2, 3, 6, 9, 19, 20, 21, 28, 33, 34, 36, 39, 41, 42, 48, 53, 54B, 55, 61, 78, 82, 90, 92, 94, 95, 96, 97, 100, 109, 124, 134, and 135, for the unit prices set forth in specifications identified as PD 012-031, which is incorporated by reference 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 bid documents. Should there occur a conflict between this form of contract and the bid documents, the bid documents shall prevail.

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

A. Vendor will not discriminate against any employee or applicant for employment because of gender, age, race, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, marital status, disability, affectional or sexual orientation, genetic information, sex or atypical hereditary cellular or blood trait. Vendor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment without regard to their gender, age, race, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, marital status, disability, affectional or sexual orientation, genetic information, sex or atypical hereditary cellular or blood trait. Such actions shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Vendor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

B. 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 gender, age, race, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, marital status, disability, affectional or sexual orientation, genetic information, sex or atypical hereditary cellular or blood trait.

C. The Vendor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Agency Contracting Officer advising the labor union or workers' representative of the Vendor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

- D.** The Vendor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c.127, as amended and supplemented from time to time.
- E.** The Vendor or subcontractor, where applicable, agrees to attempt in good faith to employ minority and female workers consistent with the applicable County employment goals prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C. 127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable County employment goals determined by Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C. 127, as amended and supplemented from time to time.
- F.** The Vendor or subcontractor, where applicable, agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of gender, age, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, marital status, affectional or sexual orientation, or disability and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.
- G.** The Vendor or subcontractor, where applicable, agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decision of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.
- H.** The Vendor or subcontractor, where applicable, agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to gender, age, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, marital status, affectional or sexual orientation, or disability and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey and applicable Federal law and applicable Federal court decisions.
- I.** The Vendor or subcontractor, where applicable, shall furnish such report or other document to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (N.J.A.C. 17:27).
- J.** Only manufactured products of the United States of America, wherever available, shall be used in the execution of the work specified herein.

K. In accordance with the Tax Equity and Fiscal Responsibility Act of 1982 (TEFRA), it is expressly understood that if the net amount paid to Vendor pursuant to this Contract exceeds Ten Thousand Dollars (\$10,000.00) in a twelve-month period, Vendor will grant to the Department of Health and Human Services and/or the general Accounting Office access to such of Vendor's books, documents, and records as are necessary to verify the nature and extent of costs of services furnished under this Contract. Vendor agrees to grant such access until the expiration of four (4) years after the services are furnished under the contract. In the event that Vendor carries out any duties of the contract through a subcontract with a related organization which will result in payment to the related organization of Ten Thousand Dollars (\$10,000.00) or more over a twelve-month period, Vendor agrees that any such subcontract shall require that the related organization shall make available such books, documents, and records which are necessary to verify the nature and extent of the costs.

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 identified as PD 012-031, 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 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 Vendor or subcontractor, where applicable, shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Contract by the Vendor, and the County may withhold any payments to the Vendor for the purpose of set off until such time as the exact amount of damages due the County from the Vendor is determined.

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

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

8. **INDEMNIFICATION.** The Vendor or subcontractor, where applicable, shall be responsible for, shall keep, save and hold the County of Gloucester harmless from, 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 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.

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 carriers deemed satisfactory by County, and which shall be in compliance with any applicable requirements of the State of New Jersey. Vendor shall, simultaneously with the execution of this Contract, deliver certifications of said insurance to County, naming County as an additional insured.

If Vendor is a member of a profession that is subject to suit for professional malpractice, then Vendor shall maintain and continue in full force and effect an insurance policy for professional liability/malpractice with limits of liability acceptable to the County. Vendor shall, simultaneously with the execution of this Contract, and as a condition precedent to its taking

effect, provide to County a copy of a certificate of insurance, verifying that said insurance is and will be in effect during the term of this Contract. The County shall review the certificate for sufficiency and compliance with this paragraph, and approval of said certificate and policy shall be necessary prior to this Contract taking effect. Vendor also hereby agrees to continue said policy in force and effect for the period of the applicable statute of limitations following the termination of this Contract and shall provide the County with copies of certificates of insurance as the certificates may be renewed during that period of time.

10. **SET-OFF.** Should Vendor either refuse or neglect to perform 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.

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

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

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

15. **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. **COMPLIANCE WITH APPLICABLE LAW.** Vendor 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 any other entity having jurisdiction pertaining to the performance of Vendor's services.

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

19. **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.

20. **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.

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

22. **CONTRACT PARTS.** This Contract consists of this Contract document and the specifications identified as PD 012-031, and the bidder's bid package, all of which are referred to and incorporated herein. 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 is dated this 7th day of November, 2012.

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

ATTEST:

COUNTY OF GLOUCESTER

ROBERT N. DI LELLA, CLERK

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

SOUTH JERSEY PAPER PRODUCTS

BY: _____

Please Print Name

Ba

**CONTRACT BETWEEN
STANDARD MAINTENANCE SUPPLY
AND
THE COUNTY OF GLOUCESTER**

THIS CONTRACT is made effective the ____ day of _____, 2012 by and between **THE COUNTY OF GLOUCESTER**, a body politic and corporate, with offices in Woodbury, New Jersey, hereinafter referred to as "**County**", and **STANDARD MAINTENANCE SUPPLY**, with offices at 1133 Fries Mill Rd. PO Box 406, Franklinville, NJ 08322, hereinafter referred to as "**Vendor**".

RECITALS

WHEREAS, there exists a need for the County to contract for the supply and delivery of janitorial supplies to the County of Gloucester, as set forth in **PD 012-031**; 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, 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. **TERMS.** This Contract shall be effective for a period of two (2) years with the option to extend for two (2) one year terms or one (1) two year term.
2. **COMPENSATION.** Vendor shall be compensated pursuant to and subject to all terms and provisions of the specifications identified as PD 012-031, with a contract amount not to exceed \$60,000.00, for items 11, 12, 17, 32, 37, 40, 52, 57, 58, 64, 66, 77, 80, 93, 104, 112, 131, 133, and 136.

It is agreed and understood that this is an open-ended contract; therefore there is no obligation on the part of the County to make any purchase whatsoever. Continuation of the contract after December 31, 2012 is specifically conditioned upon approval of the 2013 Gloucester County Budget.

Vendor shall be paid in accordance with this Contract document upon receipt of an invoice and a properly executed voucher. 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.

After approval by County, the payment voucher shall be placed in line for prompt payment.

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. The Vendor will supply and deliver all janitorial supplies to the County of Gloucester, which products are identified as items 11, 12, 17, 32, 37, 40, 52, 58, 57, 64, 66, 77, 80, 93, 104, 112, 131, 133, and 136, for the unit prices set forth in specifications identified as PD 012-031, which is incorporated by reference 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 bid documents. Should there occur a conflict between this form of contract and the bid documents, the bid documents shall prevail.

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

A. Vendor will not discriminate against any employee or applicant for employment because of gender, age, race, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, marital status, disability, affectional or sexual orientation, genetic information, sex or atypical hereditary cellular or blood trait. Vendor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment without regard to their gender, age, race, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, marital status, disability, affectional or sexual orientation, genetic information, sex or atypical hereditary cellular or blood trait. Such actions shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Vendor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

B. 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 gender, age, race, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, marital status, disability, affectional or sexual orientation, genetic information, sex or atypical hereditary cellular or blood trait.

C. The Vendor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Agency Contracting Officer advising the labor union or workers' representative of the Vendor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

- D.** The Vendor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c.127, as amended and supplemented from time to time.
- E.** The Vendor or subcontractor, where applicable, agrees to attempt in good faith to employ minority and female workers consistent with the applicable County employment goals prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C. 127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable County employment goals determined by Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C. 127, as amended and supplemented from time to time.
- F.** The Vendor or subcontractor, where applicable, agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of gender, age, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, marital status, affectional or sexual orientation, or disability and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.
- G.** The Vendor or subcontractor, where applicable, agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decision of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.
- H.** The Vendor or subcontractor, where applicable, agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to gender, age, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, marital status, affectional or sexual orientation, or disability and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey and applicable Federal law and applicable Federal court decisions.
- I.** The Vendor or subcontractor, where applicable, shall furnish such report or other document to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (N.J.A.C. 17:27).
- J.** Only manufactured products of the United States of America, wherever available, shall be used in the execution of the work specified herein.
- K.** In accordance with the Tax Equity and Fiscal Responsibility Act of 1982 (TEFRA), it is expressly understood that if the net amount paid to Vendor pursuant to this

Contract exceeds Ten Thousand Dollars (\$10,000.00) in a twelve-month period, Vendor will grant to the Department of Health and Human Services and/or the general Accounting Office access to such of Vendor's books, documents, and records as are necessary to verify the nature and extent of costs of services furnished under this Contract. Vendor agrees to grant such access until the expiration of four (4) years after the services are furnished under the contract. In the event that Vendor carries out any duties of the contract through a subcontract with a related organization which will result in payment to the related organization of Ten Thousand Dollars (\$10,000.00) or more over a twelve-month period, Vendor agrees that any such subcontract shall require that the related organization shall make available such books, documents, and records which are necessary to verify the nature and extent of the costs.

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 identified as PD 012-031, 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 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 Vendor or subcontractor, where applicable, shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Contract by the Vendor, and the County may withhold any payments to the Vendor for the purpose of set off until such time as the exact amount of damages due the County from the Vendor is determined.

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

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

8. INDEMNIFICATION. The Vendor or subcontractor, where applicable, shall be responsible for, shall keep, save and hold the County of Gloucester harmless from, 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 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.

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 carriers deemed satisfactory by County, and which shall be in compliance with any applicable requirements of the State of New Jersey. Vendor shall, simultaneously with the execution of this Contract, deliver certifications of said insurance to County, naming County as an additional insured.

If Vendor is a member of a profession that is subject to suit for professional malpractice, then Vendor shall maintain and continue in full force and effect an insurance policy for professional liability/malpractice with limits of liability acceptable to the County. Vendor shall, simultaneously with the execution of this Contract, and as a condition precedent to its taking effect, provide to County a copy of a certificate of insurance, verifying that said insurance is and will be in effect during the term of this Contract. The County shall review the certificate for

sufficiency and compliance with this paragraph, and approval of said certificate and policy shall be necessary prior to this Contract taking effect. Vendor also hereby agrees to continue said policy in force and effect for the period of the applicable statute of limitations following the termination of this Contract and shall provide the County with copies of certificates of insurance as the certificates may be renewed during that period of time.

10. **SET-OFF.** Should Vendor either refuse or neglect to perform 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.

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

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

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

15. **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. **COMPLIANCE WITH APPLICABLE LAW.** Vendor 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 any other entity having jurisdiction pertaining to the performance of Vendor's services.

18. **INDEPENDENT VENDOR STATUS.** The parties acknowledge that Vendor is an

independent Vendor and is not an agent of the County.

19. **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.

20. **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.

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

22. **CONTRACT PARTS.** This Contract consists of this Contract document and the specifications identified as PD 012-031, and the bidder's bid package, all of which are referred to and incorporated herein. 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 is dated this _____ day of _____, 2012

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

ATTEST:

COUNTY OF GLOUCESTER

ROBERT N. DI LELLA, CLERK

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

STANDARD MAINTENANCE SUPPLY

BY: _____

Please Print Name

B2

**CONTRACT BETWEEN
W.B. MASON CO., INC.
AND
THE COUNTY OF GLOUCESTER**

THIS CONTRACT is made effective the 7th day of November, 2012 by and between **THE COUNTY OF GLOUCESTER**, a body politic and corporate, with offices in Woodbury, New Jersey, hereinafter referred to as "**County**", and **W.B. MASON CO., INC.**, with offices at 59 Centre St., Brockton, MA 02303, hereinafter referred to as "**Vendor**".

RECITALS

WHEREAS, there exists a need for the County to contract for the supply and delivery of janitorial supplies to the County of Gloucester, as set forth in PD 012-031; 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. **TERMS**. This Contract shall be effective from November 7, 2012 to November 6, 2014 with the option to extend for two (2) one year terms or one (1) two year term.
2. **COMPENSATION**. Vendor shall be compensated pursuant to and subject to all terms and provisions of the specifications identified as PD 012-031, with a contract amount not to exceed \$60,000.00, for items 14, 56, 75, 98, 99, 111, 123, and 132.

It is agreed and understood that this is an open-ended contract; therefore there is no obligation on the part of the County to make any purchase whatsoever. Continuation of the contract after December 31, 2012 is specifically conditioned upon approval of the 2013 Gloucester County Budget. Continuation of the contract after December 31, 2013 is specifically conditioned upon approval of the 2014 Gloucester County Budget.

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

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.** The Vendor will supply and deliver all janitorial supplies to the County of Gloucester, which products are identified as items 14, 56, 75, 98, 99, 111, 123, and 132, for the unit prices set forth in specifications identified as PD 012-031, which is incorporated by reference 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 bid documents. Should there occur a conflict between this form of contract and the bid documents, the bid documents shall prevail.

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

A. Vendor will not discriminate against any employee or applicant for employment because of gender, age, race, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, marital status, disability, affectional or sexual orientation, genetic information, sex or atypical hereditary cellular or blood trait. Vendor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment without regard to their gender, age, race, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, marital status, disability, affectional or sexual orientation, genetic information, sex or atypical hereditary cellular or blood trait. Such actions shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Vendor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

B. 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 gender, age, race, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, marital status, disability, affectional or sexual orientation, genetic information, sex or atypical hereditary cellular or blood trait.

C. The Vendor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Agency Contracting Officer advising the labor union or workers' representative of the Vendor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

D. The Vendor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c.127, as amended and supplemented from time to time.

E. The Vendor or subcontractor, where applicable, agrees to attempt in good faith to employ minority and female workers consistent with the applicable County employment goals prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C. 127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable County employment goals determined by Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C. 127, as amended and supplemented from time to time.

F. The Vendor or subcontractor, where applicable, agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of gender, age, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, marital status, affectional or sexual orientation, or disability and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

G. The Vendor or subcontractor, where applicable, agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decision of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

H. The Vendor or subcontractor, where applicable, agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to gender, age, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, marital status, affectional or sexual orientation, or disability and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey and applicable Federal law and applicable Federal court decisions.

I. The Vendor or subcontractor, where applicable, shall furnish such report or other document to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (N.J.A.C. 17:27).

J. Only manufactured products of the United States of America, wherever available, shall be used in the execution of the work specified herein.

K. In accordance with the Tax Equity and Fiscal Responsibility Act of 1982 (TEFRA), it is expressly understood that if the net amount paid to Vendor pursuant to this Contract exceeds Ten Thousand Dollars (\$10,000.00) in a twelve-month period, Vendor will grant to the Department of Health and Human Services and/or the general Accounting Office access to such of Vendor's books, documents, and records as are necessary to verify the nature and extent of costs of services furnished under this Contract. Vendor agrees to grant such access until the expiration of four (4) years after

the services are furnished under the contract. In the event that Vendor carries out any duties of the contract through a subcontract with a related organization which will result in payment to the related organization of Ten Thousand Dollars (\$10,000.00) or more over a twelve-month period, Vendor agrees that any such subcontract shall require that the related organization shall make available such books, documents, and records which are necessary to verify the nature and extent of the costs.

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 identified as PD 012-031, 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 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 Vendor or subcontractor, where applicable, shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Contract by the Vendor, and the County may withhold any payments to the Vendor for the purpose of set off until such time as the exact amount of damages due the County from the Vendor is determined.

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

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

8. **INDEMNIFICATION.** The Vendor or subcontractor, where applicable, shall be responsible for, shall keep, save and hold the County of Gloucester harmless from, 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 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.

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 carriers deemed satisfactory by County, and which shall be in compliance with any applicable requirements of the State of New Jersey. Vendor shall, simultaneously with the execution of this Contract, deliver certifications of said insurance to County, naming County as an additional insured.

If Vendor is a member of a profession that is subject to suit for professional malpractice, then Vendor shall maintain and continue in full force and effect an insurance policy for professional liability/malpractice with limits of liability acceptable to the County. Vendor shall, simultaneously with the execution of this Contract, and as a condition precedent to its taking effect, provide to County a copy of a certificate of insurance, verifying that said insurance is and will be in effect during the term of this Contract. The County shall review the certificate for sufficiency and compliance with this paragraph, and approval of said certificate and policy shall

be necessary prior to this Contract taking effect. Vendor also hereby agrees to continue said policy in force and effect for the period of the applicable statute of limitations following the termination of this Contract and shall provide the County with copies of certificates of insurance as the certificates may be renewed during that period of time.

10. **SET-OFF.** Should Vendor either refuse or neglect to perform 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.

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

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

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

15. **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. **COMPLIANCE WITH APPLICABLE LAW.** Vendor 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 any other entity having jurisdiction pertaining to the performance of Vendor's services.

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

19. **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.

20. **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.

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

22. **CONTRACT PARTS.** This Contract consists of this Contract document and the specifications identified as PD 012-031, and the bidder's bid package, all of which are referred to and incorporated herein. 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 is dated this 7th day of November, 2012.

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

ATTEST:

COUNTY OF GLOUCESTER

ROBERT N. DI LELLA, CLERK

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

W.B. MASON CO., INC.

BY: _____

Please Print Name

B2

**CONTRACT BETWEEN
SAM TELL & SON, INC.
AND
THE COUNTY OF GLOUCESTER**

THIS CONTRACT is made effective the 7th day of November, 2012 by and between **THE COUNTY OF GLOUCESTER**, a body politic and corporate, with offices in Woodbury, New Jersey, hereinafter referred to as "**County**", and **SAM TELL & SON, INC.**, with offices at 300 Smith St. Farmingdale, NY 11735, hereinafter referred to as "**Vendor**".

RECITALS

WHEREAS, there exists a need for the County to contract for the supply and delivery of janitorial supplies to the County of Gloucester, as set forth in PD 012-031; 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. **TERMS**. This Contract shall be effective for a period from November 7, 2012 to November 6, 2014 with the option to extend for two (2) one year terms or one (1) two year term.

2. **COMPENSATION**. Vendor shall be compensated pursuant to and subject to all terms and provisions of the specifications identified as PD 012-031, with a contract amount not to exceed \$60,000.00, for items 76, 88, 89, 91, 105, and 106.

It is agreed and understood that this is an open-ended contract; therefore there is no obligation on the part of the County to make any purchase whatsoever. Continuation of the contract after December 31, 2012 is specifically conditioned upon approval of the 2013 Gloucester County Budget. Continuation of the contract after December 31, 2013 is specifically conditioned upon approval of the 2014 Gloucester County Budget.

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

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.** The Vendor will supply and deliver all janitorial supplies to the County of Gloucester, which products are identified as items 76, 88, 89, 91, 105, and 106, for the unit prices set forth in specifications identified as PD 012-031, which is incorporated by reference 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 bid documents. Should there occur a conflict between this form of contract and the bid documents, the bid documents shall prevail.

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

A. Vendor will not discriminate against any employee or applicant for employment because of gender, age, race, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, marital status, disability, affectional or sexual orientation, genetic information, sex or atypical hereditary cellular or blood trait. Vendor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment without regard to their gender, age, race, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, marital status, disability, affectional or sexual orientation, genetic information, sex or atypical hereditary cellular or blood trait. Such actions shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Vendor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

B. 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 gender, age, race, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, marital status, disability, affectional or sexual orientation, genetic information, sex or atypical hereditary cellular or blood trait.

C. The Vendor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Agency Contracting Officer advising the labor union or workers' representative of the Vendor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

D. The Vendor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c.127, as amended and supplemented from time to time.

E. The Vendor or subcontractor, where applicable, agrees to attempt in good faith to employ minority and female workers consistent with the applicable County employment goals prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C. 127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable County employment goals determined by Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C. 127, as amended and supplemented from time to time.

F. The Vendor or subcontractor, where applicable, agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of gender, age, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, marital status, affectional or sexual orientation, or disability and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

G. The Vendor or subcontractor, where applicable, agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decision of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

H. The Vendor or subcontractor, where applicable, agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to gender, age, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, marital status, affectional or sexual orientation, or disability and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey and applicable Federal law and applicable Federal court decisions.

I. The Vendor or subcontractor, where applicable, shall furnish such report or other document to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (N.J.A.C. 17:27).

J. Only manufactured products of the United States of America, wherever available, shall be used in the execution of the work specified herein.

K. In accordance with the Tax Equity and Fiscal Responsibility Act of 1982 (TEFRA), it is expressly understood that if the net amount paid to Vendor pursuant to this Contract exceeds Ten Thousand Dollars (\$10,000.00) in a twelve-month period, Vendor

will grant to the Department of Health and Human Services and/or the general Accounting Office access to such of Vendor's books, documents, and records as are necessary to verify the nature and extent of costs of services furnished under this Contract. Vendor agrees to grant such access until the expiration of four (4) years after the services are furnished under the contract. In the event that Vendor carries out any duties of the contract through a subcontract with a related organization which will result in payment to the related organization of Ten Thousand Dollars (\$10,000.00) or more over a twelve-month period, Vendor agrees that any such subcontract shall require that the related organization shall make available such books, documents, and records which are necessary to verify the nature and extent of the costs.

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 identified as PD 012-031, 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 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 Vendor or subcontractor, where applicable, shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Contract by the Vendor, and the County may withhold any payments to the Vendor for the purpose of set off until such time as the exact amount of damages due the County from the Vendor is determined.

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

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

8. **INDEMNIFICATION.** The Vendor or subcontractor, where applicable, shall be responsible for, shall keep, save and hold the County of Gloucester harmless from, 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 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.

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 carriers deemed satisfactory by County, and which shall be in compliance with any applicable requirements of the State of New Jersey. Vendor shall, simultaneously with the execution of this Contract, deliver certifications of said insurance to County, naming County as an additional insured.

If Vendor is a member of a profession that is subject to suit for professional malpractice, then Vendor shall maintain and continue in full force and effect an insurance policy for professional liability/malpractice with limits of liability acceptable to the County. Vendor shall, simultaneously with the execution of this Contract, and as a condition precedent to its taking effect, provide to County a copy of a certificate of insurance, verifying that said insurance is and

will be in effect during the term of this Contract. The County shall review the certificate for sufficiency and compliance with this paragraph, and approval of said certificate and policy shall be necessary prior to this Contract taking effect. Vendor also hereby agrees to continue said policy in force and effect for the period of the applicable statute of limitations following the termination of this Contract and shall provide the County with copies of certificates of insurance as the certificates may be renewed during that period of time.

10. **SET-OFF**. Should Vendor either refuse or neglect to perform 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.

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

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

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

15. **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. **COMPLIANCE WITH APPLICABLE LAW**. Vendor 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 any other entity having jurisdiction pertaining to the performance of Vendor's services.

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

19. **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.

20. **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.

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

22. **CONTRACT PARTS.** This Contract consists of this Contract document and the specifications identified as PD 012-031, and the bidder's bid package, all of which are referred to and incorporated herein. 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 is dated this 7th day of November, 2012.

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

ATTEST:

COUNTY OF GLOUCESTER

ROBERT N. DI LELLA, CLERK

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

SAM TELL & SON, INC.

BY:

Please Print Name

B2

**CONTRACT BETWEEN
CAMDEN BAG & PAPER, CO., LLC
AND
THE COUNTY OF GLOUCESTER**

THIS CONTRACT is made effective the 7th day of November, 2012 by and between **THE COUNTY OF GLOUCESTER**, a body politic and corporate, with offices in Woodbury, New Jersey, hereinafter referred to as "**County**", and **CAMDEN BAG & PAPER, CO., LLC**, with offices at 114 Gaither Dr., Mt. Laurel, NJ 08054, hereinafter referred to as "**Vendor**".

RECITALS

WHEREAS, there exists a need for the County to contract for the supply and delivery of janitorial supplies to the County of Gloucester, as set forth in **PD 012-031**; 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. **TERMS**. This Contract shall be effective from November 7, 2012 to November 6, 2014 with the option to extend for two (2) one year terms or one (1) two year term.
2. **COMPENSATION**. Vendor shall be compensated pursuant to and subject to all terms and provisions of the specifications identified as PD 012-031, with a contract amount not to exceed \$60,000.00, for items 4, 5, 7, 8, 10, 13, 15, 16, 22, 23, 24, 26, 27, 29, 30, 31, 35, 38, 49, 49B, 60, 62, 63, 65, 69, 71, 72, 73, 74, 79, 84, 85, 102, 107, 108, 113, 115, 116, 117, 118, 119, 120, 121, and 130.

It is agreed and understood that this is an open-ended contract; therefore there is no obligation on the part of the County to make any purchase whatsoever. Continuation of the contract after December 31, 2012 is specifically conditioned upon approval of the 2013 Gloucester County Budget. Continuation of the contract after December 31, 2013 is specifically conditioned upon approval of the 2014 Gloucester County Budget.

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

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.** The Vendor will supply and deliver all janitorial supplies to the County of Gloucester, which products are identified as items 4, 5, 7, 8, 10, 13, 15, 16, 22, 23, 24, 26, 27, 29, 30, 31, 35, 38, 49, 49B, 60, 62, 63, 65, 69, 71, 72, 73, 74, 79, 84, 85, 102, 107, 108, 113, 115, 116, 117, 118, 119, 120, 121, and 130, for the unit prices set forth in specifications identified as PD 012-031, which is incorporated by reference 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 bid documents. Should there occur a conflict between this form of contract and the bid documents, the bid documents shall prevail.

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

A. Vendor will not discriminate against any employee or applicant for employment because of gender, age, race, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, marital status, disability, affectional or sexual orientation, genetic information, sex or atypical hereditary cellular or blood trait. Vendor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment without regard to their gender, age, race, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, marital status, disability, affectional or sexual orientation, genetic information, sex or atypical hereditary cellular or blood trait. Such actions shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Vendor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

B. 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 gender, age, race, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, marital status, disability, affectional or sexual orientation, genetic information, sex or atypical hereditary cellular or blood trait.

C. The Vendor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Agency Contracting Officer advising the labor union or workers' representative of the Vendor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

- D.** The Vendor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c.127, as amended and supplemented from time to time.
- E.** The Vendor or subcontractor, where applicable, agrees to attempt in good faith to employ minority and female workers consistent with the applicable County employment goals prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C. 127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable County employment goals determined by Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C. 127, as amended and supplemented from time to time.
- F.** The Vendor or subcontractor, where applicable, agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of gender, age, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, marital status, affectional or sexual orientation, or disability and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.
- G.** The Vendor or subcontractor, where applicable, agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decision of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.
- H.** The Vendor or subcontractor, where applicable, agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to gender, age, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, marital status, affectional or sexual orientation, or disability and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey and applicable Federal law and applicable Federal court decisions.
- I.** The Vendor or subcontractor, where applicable, shall furnish such report or other document to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (N.J.A.C. 17:27).
- J.** Only manufactured products of the United States of America, wherever available, shall be used in the execution of the work specified herein.

K. In accordance with the Tax Equity and Fiscal Responsibility Act of 1982 (TEFRA), it is expressly understood that if the net amount paid to Vendor pursuant to this Contract exceeds Ten Thousand Dollars (\$10,000.00) in a twelve-month period, Vendor will grant to the Department of Health and Human Services and/or the general Accounting Office access to such of Vendor's books, documents, and records as are necessary to verify the nature and extent of costs of services furnished under this Contract. Vendor agrees to grant such access until the expiration of four (4) years after the services are furnished under the contract. In the event that Vendor carries out any duties of the contract through a subcontract with a related organization which will result in payment to the related organization of Ten Thousand Dollars (\$10,000.00) or more over a twelve-month period, Vendor agrees that any such subcontract shall require that the related organization shall make available such books, documents, and records which are necessary to verify the nature and extent of the costs.

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 identified as PD 012-031, 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 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 Vendor or subcontractor, where applicable, shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Contract by the Vendor, and the County may withhold any payments to the Vendor for the purpose of set off until such time as the exact amount of damages due the County from the Vendor is determined.

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

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

8. **INDEMNIFICATION.** The Vendor or subcontractor, where applicable, shall be responsible for, shall keep, save and hold the County of Gloucester harmless from, 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 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.

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 carriers deemed satisfactory by County, and which shall be in compliance with any applicable requirements of the State of New Jersey. Vendor shall, simultaneously with the execution of this Contract, deliver certifications of said insurance to County, naming County as an additional insured.

If Vendor is a member of a profession that is subject to suit for professional malpractice, then Vendor shall maintain and continue in full force and effect an insurance policy for professional liability/malpractice with limits of liability acceptable to the County. Vendor shall, simultaneously with the execution of this Contract, and as a condition precedent to its taking

effect, provide to County a copy of a certificate of insurance, verifying that said insurance is and will be in effect during the term of this Contract. The County shall review the certificate for sufficiency and compliance with this paragraph, and approval of said certificate and policy shall be necessary prior to this Contract taking effect. Vendor also hereby agrees to continue said policy in force and effect for the period of the applicable statute of limitations following the termination of this Contract and shall provide the County with copies of certificates of insurance as the certificates may be renewed during that period of time.

10. **SET-OFF.** Should Vendor either refuse or neglect to perform 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.

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

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

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

15. **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. **COMPLIANCE WITH APPLICABLE LAW.** Vendor 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 any other entity having jurisdiction pertaining to the performance of Vendor's services.

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

19. **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.

20. **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.

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

22. **CONTRACT PARTS.** This Contract consists of this Contract document and the specifications identified as PD 012-031, and the bidder's bid package, all of which are referred to and incorporated herein. 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 is dated this 7th day of November, 2012

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

ATTEST:

COUNTY OF GLOUCESTER

ROBERT N. DI LELLA, CLERK

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

CAMDEN BAG & PAPER, CO., LLC

BY: _____

Please Print Name

**CONTRACT BETWEEN
CALICO INDUSTRIES, INC.
AND
THE COUNTY OF GLOUCESTER**

THIS CONTRACT is made effective the 7th day of November, 2012 by and between **THE COUNTY OF GLOUCESTER**, a body politic and corporate, with offices in Woodbury, New Jersey, hereinafter referred to as "**County**", and **CALICO INDUSTRIES, INC.**, with offices at 9045 Junction Dr., Annapolis Junction, MD 20701, hereinafter referred to as "**Vendor**".

RECITALS

WHEREAS, there exists a need for the County to contract for the supply and delivery of janitorial supplies to the County of Gloucester, as set forth in PD 012-031; 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. **TERMS.** This Contract shall be effective from November 7, 2012 to November 6, 2014 with the option to extend for two (2) one year terms or one (1) two year term.
2. **COMPENSATION.** Vendor shall be compensated pursuant to and subject to all terms and provisions of the specifications identified as PD 012-031, with a contract amount not to exceed \$60,000.00, for items 18, 25, 59, 67, 68, 70, 81, 83, 86, 87, 103, and 122.

It is agreed and understood that this is an open-ended contract; therefore there is no obligation on the part of the County to make any purchase whatsoever. Continuation of the contract after December 31, 2012 is specifically conditioned upon approval of the 2013 Gloucester County Budget. Continuation of the contract after December 31, 2013 is specifically conditioned upon approval of the 2014 Gloucester County Budget.

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

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.** The Vendor will supply and deliver all janitorial supplies to the County of Gloucester, which products are identified as items 18, 25, 59, 67, 68, 70, 81, 83, 86, 87, 103, and 122, for the unit prices set forth in specifications identified as PD 012-031, which is incorporated by reference 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 bid documents. Should there occur a conflict between this form of contract and the bid documents, the bid documents shall prevail.

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

A. Vendor will not discriminate against any employee or applicant for employment because of gender, age, race, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, marital status, disability, affectional or sexual orientation, genetic information, sex or atypical hereditary cellular or blood trait. Vendor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment without regard to their gender, age, race, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, marital status, disability, affectional or sexual orientation, genetic information, sex or atypical hereditary cellular or blood trait. Such actions shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Vendor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

B. 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 gender, age, race, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, marital status, disability, affectional or sexual orientation, genetic information, sex or atypical hereditary cellular or blood trait.

C. The Vendor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Agency Contracting Officer advising the labor union or workers' representative of the Vendor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

- D.** The Vendor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c.127, as amended and supplemented from time to time.
- E.** The Vendor or subcontractor, where applicable, agrees to attempt in good faith to employ minority and female workers consistent with the applicable County employment goals prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C. 127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable County employment goals determined by Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C. 127, as amended and supplemented from time to time.
- F.** The Vendor or subcontractor, where applicable, agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of gender, age, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, marital status, affectional or sexual orientation, or disability and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.
- G.** The Vendor or subcontractor, where applicable, agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decision of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.
- H.** The Vendor or subcontractor, where applicable, agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to gender, age, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, marital status, affectional or sexual orientation, or disability and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey and applicable Federal law and applicable Federal court decisions.
- I.** The Vendor or subcontractor, where applicable, shall furnish such report or other document to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (N.J.A.C. 17:27).
- J.** Only manufactured products of the United States of America, wherever available, shall be used in the execution of the work specified herein.

K. In accordance with the Tax Equity and Fiscal Responsibility Act of 1982 (TEFRA), it is expressly understood that if the net amount paid to Vendor pursuant to this Contract exceeds Ten Thousand Dollars (\$10,000.00) in a twelve-month period, Vendor will grant to the Department of Health and Human Services and/or the general Accounting Office access to such of Vendor's books, documents, and records as are necessary to verify the nature and extent of costs of services furnished under this Contract. Vendor agrees to grant such access until the expiration of four (4) years after the services are furnished under the contract. In the event that Vendor carries out any duties of the contract through a subcontract with a related organization which will result in payment to the related organization of Ten Thousand Dollars (\$10,000.00) or more over a twelve-month period, Vendor agrees that any such subcontract shall require that the related organization shall make available such books, documents, and records which are necessary to verify the nature and extent of the costs.

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 identified as PD 012-031, 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 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 Vendor or subcontractor, where applicable, shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Contract by the Vendor, and the County may withhold any payments to the Vendor for the purpose of set off until such time as the exact amount of damages due the County from the Vendor is determined.

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

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

8. INDEMNIFICATION. The Vendor or subcontractor, where applicable, shall be responsible for, shall keep, save and hold the County of Gloucester harmless from, 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 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.

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 carriers deemed satisfactory by County, and which shall be in compliance with any applicable requirements of the State of New Jersey. Vendor shall, simultaneously with the execution of this Contract, deliver certifications of said insurance to County, naming County as an additional insured.

If Vendor is a member of a profession that is subject to suit for professional malpractice, then Vendor shall maintain and continue in full force and effect an insurance policy for professional liability/malpractice with limits of liability acceptable to the County. Vendor shall, simultaneously with the execution of this Contract, and as a condition precedent to its taking

effect, provide to County a copy of a certificate of insurance, verifying that said insurance is and will be in effect during the term of this Contract. The County shall review the certificate for sufficiency and compliance with this paragraph, and approval of said certificate and policy shall be necessary prior to this Contract taking effect. Vendor also hereby agrees to continue said policy in force and effect for the period of the applicable statute of limitations following the termination of this Contract and shall provide the County with copies of certificates of insurance as the certificates may be renewed during that period of time.

10. **SET-OFF.** Should Vendor either refuse or neglect to perform 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.

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

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

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

15. **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. **COMPLIANCE WITH APPLICABLE LAW.** Vendor 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 any other entity having jurisdiction pertaining to the performance of Vendor's services.

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

19. **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.

20. **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.

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

22. **CONTRACT PARTS.** This Contract consists of this Contract document and the specifications identified as PD 012-031, and the bidder's bid package, all of which are referred to and incorporated herein. 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 is dated this 7th day of November, 2012

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

ATTEST:

COUNTY OF GLOUCESTER

ROBERT N. DI LELLA, CLERK

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

CALICO INDUSTRIES, INC.

BY: _____

Please Print Name

<p>PD012-031 Bid Opening 9/25/2012 10:00am</p>						
<p>THE DELIVERY OF JANITORIAL ITEMS AND SUPPLIES FOR THE COUNTY OF GLOUCESTER</p>	<p>VENDOR: Camden Bag & Paper 114 Gaither Dr. Mt. Laurel, NJ 08054 Fred Rasmussen 856 727-3313 856 727-4114 FAX</p>	<p>VENDOR: Calico Industries, INC. 9045 Junction Dr. Annapolis Junction MD, 20701 Michael Heverly 800 638-0828 301 575-0131 Fax</p>	<p>VENDOR: Sam Tell & Son 300 Smith St Farmingdale, NY 11735 Marc Tell 631 501-9700 631 501-9709 Fax</p>	<p>VENDOR: W.B. Mason Co Inc, 59 Centre St. Brockton, MA 02303 Stephanie Carroll 888 926-2766 781 935-2865 Fax</p>	<p>VENDOR: S. J. Paper Products 2400 Industrial Way Vineland NJ 08360 Michael Tedor 856 691-2605 856 694-1400 856 694-1402 Fax</p>	<p>VENDOR: Standard Maintenance Supply 1733 Fries Mill Rd PO Box 406 Franklinville NJ 08322 Stephen Zinader 856 694-1400 856 694-1402 Fax</p>
<p>ITEM DESCRIPTION</p>	<p>See Attached</p>	<p>See Attached</p>	<p>See Attached</p>	<p>See Attached</p>	<p>See Attached</p>	<p>See Attached</p>
<p>1 Janitorial Supplies As Per Specs.</p>	<p>See Attached</p>	<p>See Attached</p>	<p>See Attached</p>	<p>See Attached</p>	<p>See Attached</p>	<p>See Attached</p>
<p>DELIVERY ARO</p>	<p>Not Stated</p>	<p>21 Days</p>	<p>30 Days</p>	<p>1 to 2 Days</p>	<p>7 to 10 Days</p>	<p>7 Days</p>
<p>Variations: (if any)</p>	<p>See Attached</p>	<p>NONE</p>	<p>See Attached</p>	<p>See Attached</p>	<p>See Attached</p>	<p>See Attached</p>
<p>This is a two year contract with 1 two year extension or 2 one year extensions.</p>						
<p>Will you extend your prices to local government entities within the County</p>	<p>YES</p>	<p>YES</p>	<p>NO RESPONSE</p>	<p>YES</p>	<p>YES</p>	<p>NO RESPONSE</p>
<p>Bid specifications sent to:</p>	<p>United Sales USA Corp Franklin Poly</p>	<p>All American Poly Global Supply</p>	<p>Triple A Supplies General Chemical</p>	<p>Performance Safety Prime Vendor</p>	<p>Ameriderm Labs CleanLike Pros</p>	<p>Central Poly Corp</p>
<p>Based upon the bids received, I recommend awards be made to the lowest responsive, responsible bidders as follows:</p>						
<p>Camden Bag & Paper</p>	<p>4,5,7,8,10,13,16,22,23,24,26,27,29,30,31,35,38,49,49B,60,62,63,65,69,71,73,74,79,84,85,102,107,108,113,115,116,117,118,119,120,121,130</p>					
<p>Calico Industries</p>	<p>18,59,67,68,70,81,83,86, 87,103,122</p>					
<p>Sam Tell & Son</p>	<p>76,88,89,91,105,106</p>					
<p>W.B. Mason</p>	<p>14,56,75,98,99,123,132</p>					
<p>S.J. Paper Products</p>	<p>1,2,3,6,9,19,20,21,28,33,34,36,39,41,42,48,53,54B,55,61,78,82,90,92,94,95,96,97,100,109,124,134,135,</p>					
<p>Standard Maintenance Supply</p>	<p>11,12,17,32,37,40,52,57,64,66,77,80,93,104,112,131,133,136</p>					
		<p>Sincerely,</p>				

Robert J. McErlane
Assistant Purchasing Agent

VARIATIONS:

SIGNATURE PAGE

SIGNED:  COMPANY: Camden Bag & Paper Co LLC

NAME: Robert Coerber ADDRESS: 114 Gaithe Drive
(PRINTED OR TYPED) Mt. Laurel NJ 08064

TITLE: Vice President

DATE: 9-24-2012

TELE #: 856-727-3313

FAX #: 856-727-4114

TO THE BOARD OF CHOSEN FREEHOLDERS
OF THE COUNTY OF GLOUCESTER

GENTLEMEN:

THE UNDERSIGNED HEREBY DECLARES THAT HE/SHE HAS CAREFULLY EXAMINED THE SPECIFICATIONS AND PROPOSAL FORM FOR THE BELOW JANITORIAL SUPPLIES, FOR WHICH BIDS WILL BE OPENED AND READ IN PUBLIC ON THE DATE ADVERTISED IN THE NEWSPAPER IN THE PURCHASING DEPARTMENT, 2nd FLOOR, COUNTY ADMINISTRATION BUILDING, 2 S. BROAD STREET, WOODBURY, NJ 08096.

THE BIDDER FURTHER DECLARES THAT HE/SHE WILL CONTRACT WITH THE COUNTY OF GLOUCESTER TO FURNISH THE REQUIRED ITEM IN ACCORDANCE WITH THE PRESCRIBED SPECIFICATIONS AT THE PRICES OFFERED BELOW.

ITEM	DESCRIPTION	EST. QTY.	UNIT PRICE	TOTAL
1.	DRACKETT, WHISTLE ALL PURPOSE, CLEANER, ALL BOTTLES MUST HAVE SPRAY TRIGGER - 32 OZ, 12/CASE BRAND PROPOSED: <u>Belco Speed</u> CASES		<u>\$24.98</u>	<u>\$1249.00</u>
2.	AUSTINS A-1 BLEACH, 1 GAL, 6/CASE BRAND PROPOSED: _____ 75 CASES		<u>\$9.98</u>	<u>\$748.50</u>
3.	BAB-O POWDERED CLEANSER, 21 OZ, ²⁴ 30/CASE BRAND PROPOSED: _____ 30 CASES		<u>\$18.97</u>	<u>\$569.10</u>
4.	PINE SCENTED CLEANER/DEODORIZER, 1 GAL, 4/CASE BRAND PROPOSED: <u>Jewel</u> 125 CASES		<u>\$14.48</u>	<u>\$1810.00</u>
5.	SURFACE SPRAY DISINFECTANT (LYSOL, FRESH SCENT OR EQUAL) 12 OZ, 12/CASE BRAND PROPOSED: <u>Chase 12/17oz</u> 250 CASES		<u>\$21.88</u>	<u>\$5470.00</u>
6.	STAINLESS STEEL CLEANER, 18 OZ, 12/CASE BRAND PROPOSED: <u>Chase</u> 20 CASES		<u>\$22.29</u>	<u>\$445.80</u>
7.	BOWL CLEANER, LIQUID CONCENTRATE, 1 QT, 12/CASE BRAND PROPOSED: <u>Rest Stop</u> 300 CASES		<u>\$15.98</u>	<u>\$4,794.00</u>
8.	BROOMS, STRAW BRAND PROPOSED: _____ 52 EACH		<u>\$3.99</u>	<u>\$207.48</u>
9.	DEODORANT, LIQUID CONCENTRATE, 1.5 OZ, 13/BOX BRAND PROPOSED: _____ 75 BOXES		<u>\$ -</u>	<u>\$ -</u>
10.	DRAIN OPENER, 1 QT, 12/CASE BRAND PROPOSED: <u>Austin</u> 24 CASES		<u>\$21.20</u>	<u>\$508.80</u>

11. STANDARD LATEX RUBBER GLOVES, 12 PAIRS/BAG, MEDIUM				
BRAND PROPOSED: <u>Emerald</u>	12 BAGS	\$ <u>5.40</u>	\$ <u>64.80</u>	
12. STANDARD LATEX RUBBER GLOVES, 12 PAIRS/AG, LARGE				
BRAND PROPOSED: <u>Emerald</u>	12 BAGS	\$ <u>5.40</u>	\$ <u>64.80</u>	
13. WET MOP HEADS, 12 OZ				
BRAND PROPOSED: <u>Carolina</u>	175 EACH	\$ <u>1.64</u>	\$ <u>287.00</u>	
14. WET MOP HEADS, 24 OZ	<u>11</u>			
BRAND PROPOSED: _____	175 EACH	\$ <u>2.98</u>	\$ <u>521.50</u>	
15. WET MOP HEADS, 16 OZ				
BRAND PROPOSED: _____	100 EACH	\$ <u>2.03</u>	\$ <u>203.00</u>	
16. WET MOP HEADS, 16 OZ., RAYON ONLY				
BRAND PROPOSED: _____	50 EACH	\$ <u>2.30</u>	\$ <u>115.00</u>	
17. JOHNNI MOPS, SOFT TOILET BRUSHES, 100/CASE				
BRAND PROPOSED: _____	5 CASES	\$ <u>64.00</u>	\$ <u>320.00</u>	
18. SIGNS, "CAUTION, WET FLOOR", YELLOW PLASTIC				
BRAND PROPOSED: <u>ACS Mgool</u>	12 EACH	\$ <u>6.28</u>	\$ <u>75.36</u>	
19. PLASTIC WET MOP BUCKET WITH WHEELS, 35 QT. CAPACITY				
BRAND PROPOSED: <u>Janico</u>	6 EACH	\$ <u>33.98</u>	\$ <u>203.88</u>	
20. WATERLESS HAND CLEANER, 6 OZ, 24/CASE				
BRAND PROPOSED: _____	10 CASES	\$ <u>-</u>	\$ <u>-</u>	
21. LAVA BAR SOAP, WRAPPED, 48 BARS/CASE				
BRAND PROPOSED: _____	4 CASES	\$ <u>41.80</u>	\$ <u>167.20</u>	
22. LIQUID HAND SOAP, 1 GAL, 4/CASE				
BRAND PROPOSED: <u>Jewel</u>	50 CASES	\$ <u>15.88</u>	\$ <u>794.00</u>	
23. FANTASTIC SPRAY CLEANER, 32 OZ, 12/CASE				
BRAND PROPOSED: <u>Fantastic</u>	5 CASES	\$ <u>22.20</u>	\$ <u>111.00</u>	
24. WASP & HORNET SPRAY, ¹⁵ 12 OZ, 12/CASE				
BRAND PROPOSED: <u>Chase</u>	10 CASES	\$ <u>35.64</u>	\$ <u>356.40</u>	
25. DUST BRUSH, 8 INCH				
BRAND PROPOSED: _____	24 EACH	\$ <u>2.98</u>	\$ <u>71.52</u>	
26. FRANKLIN'S "OFFENSE" FLOOR STRIPPER				
NON-AMMONIATED, NON-RINSE, 5 GAL CONTAINER				
BRAND PROPOSED: <u>Betco Gemalment</u>		\$ <u>35.43</u>	\$ <u>177.15</u>	
27. 3M STANCE FLOOR FINISH, 2.5 GAL, 2/CASE				
BRAND PROPOSED: <u>Betco Hard</u>	50 CASES	\$ <u>54.56</u>	\$ <u>2728.00</u>	
	<u>OS Nails</u>			

28. 3M CARPET PROTECTOR, 1 GAL BRAND PROPOSED: _____ 10 GALS	\$ _____	\$ _____
29. 3M SPOT REMOVER, ¹⁶ 12 OZ, 12/CASE BRAND PROPOSED: <u>Chase</u> 5 CASES	\$ <u>32.88</u>	\$ <u>164.40</u>
30. POWDERED CARPET DEODORANT, 14 OZ, 12/CASE BRAND PROPOSED: <u>Carpet Fresh</u> 40 CASES	\$ <u>24.98</u>	\$ <u>999.20</u>
31. HEAVY DUTY DRAIN ACID, LIQUID, 1 QT, 12/CASE BRAND PROPOSED: <u>Banner</u> 20 CASES	\$ <u>29.50</u>	\$ <u>590.00</u>
32. 3M TROUBLE SHOOTER CLEANER 12 OZ, 12/CASE (NO SUBSTITUTES) <u>Ax-it Betco</u> 20 CASES	\$ <u>32.67</u>	\$ <u>653.40</u>
33. 3M SPRAY BUFF CLEANER & POLISH, 1 GAL., 4/CASE BRAND PROPOSED: <u>Jewel</u> 10 CASES	\$ <u>28.88</u>	\$ <u>288.80</u>
34. SPIC & SPAN CONCENTRATED POWDER CLEANER, 27 OZ, 12/CASE (NO SUBSTITUTES) 20 CASES	\$ <u>97.70</u>	\$ <u>1954.00</u>
35. JOHNSON'S LEMON SHINE-UP FURNITURE WAX, ¹⁷ 12 OZ, 12/CASE BRAND PROPOSED: <u>Chase</u> 10 CASES	\$ <u>24.98</u>	\$ <u>249.80</u>
36. NOXON METAL POLISH #7, 12 OZ, 6/CASE BRAND PROPOSED: _____ 3 CASES	\$ -	\$ -
37. RUG SHAMPOO, 1 GAL, ⁴ 4/CASE BRAND PROPOSED: <u>Jewel</u> 15 CASES	\$ <u>23.48</u>	\$ <u>352.20</u>
38. TERRAZZO SEAL, 1 GAL CONTAINERS BRAND PROPOSED: _____ 20 GAL	\$ <u>8.98</u>	\$ <u>179.60</u>
39. CAKE SOAP, IVORY OR EQUAL, UNWRAPPED, #3 BARS, 200/CASE BRAND PROPOSED: _____ 10 CASES	\$ -	\$ -
40. FAST ORANGE HAND CLEANER, 7.5 OZ BOTTLES BRAND PROPOSED: _____ 24 BOTTLES	\$ -	\$ -
41. FEMININE NAPKINS, GARD'S #1474", 250/CASE BRAND PROPOSED: _____ 10 CASES	\$ -	\$ -
42. PLAYTEX SUPER TAMPONS, ROUND, 500/CASE BRAND PROPOSED: _____ 10 CASES	\$ -	\$ -
48. INSECT REPELLANT, SKIN, 5 OZ CANS, 6/CASE BRAND PROPOSED: <u>Chase</u> 5 CASES	\$ <u>43.44</u>	\$ <u>217.20</u>
49. INSECTICIDE FLY SPRAY, 12 OZ, 12/CASE BRAND PROPOSED: <u>Chase</u> 3 CASES	\$ <u>33.98</u>	\$ <u>101.94</u>

BLACK FLAG OR RAID ANT & ROACH SPRAY, 14 OZ, 12/CASE			
BRAND PROPOSED: <u>Chase</u>	5 CASES	\$ <u>33.98</u>	\$ <u>169.90</u>
50. INSECTICIDE - ORTHO ANT & ROACH WITH HOSE & SPRAYER, 1/2 GAL BOTTLE			
BRAND PROPOSED: _____	12 BTLS	\$ <u> </u>	\$ <u> </u>
51. ANT TRAPS, 6 GRAMS, 3/PKG			
BRAND PROPOSED: _____	15 PKGS	\$ <u> </u>	\$ <u> </u>
52. WAX APPLICATORS, LAMBS WOOL WITH HANDLE, 10 INCH			
BRAND PROPOSED: _____	20 EACH	\$ <u> </u>	\$ <u> </u>
53. WAX APPLICATORS, LAMBS WOOL WITH HANDLE. 16 INCH			
BRAND PROPOSED: _____	20 EACH	\$ <u> </u>	\$ <u> </u>
54. WAX APPLICATOR, REFILL, LAMBS WOOL, 10 INCH			
BRAND PROPOSED: _____	25 EACH	\$ <u> </u>	\$ <u> </u>
WAX APPLICATOR, REFILL, LAMBS WOOL, 16 INCH			
BRAND PROPOSED: _____	25 EACH	\$ <u> </u>	\$ <u> </u>
55. VACUUM BAGS, F & G, 150/CASE			
BRAND PROPOSED: _____	4 CASES	\$ <u>52.80</u>	\$ <u>211.20</u>
56. WASTE BASKETS, RUBBERMAID #2956, 12/CASE			
BRAND PROPOSED: <u>Impact 702</u>	2 CASES	\$ <u>5.40</u>	\$ <u>10.80</u>
57. BROOM - GARAGE, 24 INCH WITH HANDLE			
BRAND PROPOSED: _____	12 EACH	\$ <u>8.83</u>	\$ <u>105.96</u>
58. BROOM - FLOOR, 24 INCH WITH HANDLE			
BRAND PROPOSED: _____	12 EACH	\$ <u>13.48</u>	\$ <u>161.76</u>
59. SCRUB BRUSH, 8 INCH			
BRAND PROPOSED: <u>ACS</u>	24 EACH	\$ <u>1.88</u>	\$ <u>45.12</u>
60. MOP WRINGERS #9759, YELLOW			
BRAND PROPOSED: _____	12 EACH	\$ <u>28.80</u>	\$ <u>345.60</u>
61. TRASH CAN, RUBBERMAID, 44 GAL, #2643-G WITH LID #2645-G			
BRAND PROPOSED: <u>Janico</u>	12 EACH	\$ <u>42.60</u>	\$ <u>511.20</u>
62. VACUUM BAG ^M / _C FOR MIGHTY MITE, ^{10/PK} / ₃₀ /CASE			
BRAND PROPOSED: _____	6 CASES	\$ <u>3.20/PK</u>	\$ <u>19.20</u>
63. VACUUM BELTS, HOOVER CELEBRITY IV FLAT			
BRAND PROPOSED: _____	50 EACH	\$ <u>.53/ea</u>	\$ <u>26.50</u>
64. VACUUM BELTS, ROUND, FOR EUREKA UPRIGHT, EACH			
BRAND PROPOSED: _____	150 EACH	\$ <u>.44/ea</u>	\$ <u>66.00</u>
65. VACUUM BELTS, ROUND, HOOVER #49258			
BRAND PROPOSED: _____	25 EACH	\$ <u>.49/ea</u>	\$ <u>12.25</u>

66. EXTENSION HANDLES, 60 INCH FOR BROOMS BRAND PROPOSED: _____	75 EACH	\$ <u>2.60</u>	\$ <u>195.00</u>
67. BROOM, STREET, 16 INCH WITH HANDLE BRAND PROPOSED: _____	12 EACH	\$ <u>12.98</u>	\$ <u>155.76</u>
68. BRUSHES, TOILET BRISTLE BRAND PROPOSED: _____	150 EACH	\$ <u>1.48</u>	\$ <u>222.00</u>
69. BUCKETS, 10 QT, GALVANIZED BRAND PROPOSED: _____	12 EACH	\$ <u>7.80</u>	\$ <u>93.60</u>
70. BROOMS, WISK, 12 INCH BRAND PROPOSED: _____	24 EACH	\$ <u>2.80</u>	\$ <u>67.20</u>
71. 3M-6472 INSTA-LOK DOODLEBUG PAD BLOCK BRAND PROPOSED: <u>ACS</u>	5 EACH	\$ <u>3.88</u>	\$ <u>19.40</u>
72. 3M-6473 INSTA-LOK DOODLEBUG HAND BLOCK BRAND PROPOSED: _____	5 EACH	\$ <u>3.88</u>	\$ <u>19.40</u>
73. KNEE PADS, RUBBER BRAND PROPOSED: <u>Impact+</u>	2 SETS	\$ <u>14.69</u>	\$ <u>29.38</u>
74. DISPENSERS- LEV-R-MATIC, ROLL TIP #970 ROLL TOWEL BRAND PROPOSED: <u>Cascade</u> <u>10105</u>	12 EACH	\$ <u>34.80</u>	\$ <u>417.60</u>
75. DUSTERS, FEATHER, OSTRICH BRAND PROPOSED: _____	48 EACH	\$ <u>6.20</u>	\$ <u>297.60</u>
76. DUSTERS, EXTENSION, 70" BRAND PROPOSED: _____	36 EACH	\$ <u>7.99</u>	\$ <u>287.64</u>
77. DISPENSER PEER-SOAP #100 W/PLASTIC GLOBE BRAND PROPOSED: _____	24 EACH	\$ <u>-</u>	\$ <u>-</u>
78. DISPENSER- FEMININE NAPKIN, J-6, 25 CENT RELEASE BRAND PROPOSED: _____	2 EACH	\$ <u>-</u>	\$ <u>-</u>
79. DISPENSER- TOILET PAPER, SCOTT #969 BRAND PROPOSED: _____	30 EACH	\$ <u>9.99</u>	\$ <u>299.70</u>
80. NAPKINS- NEW DISPOSABLE UNIT, RUBBERMAID #6140 BRAND PROPOSED: <u>Impact+</u>	12 EACH	\$ <u>12.44</u>	\$ <u>149.28</u>
81. BAGS, DISPOSABLE SANITARY UNIT, RUBBERMAID #6141, ⁵⁰⁰ 250/BOX BRAND PROPOSED: <u>Sani Sac</u>	12 BOXES	\$ <u>23.30</u>	\$ <u>279.60</u>
82. DISPOSABLE TOILET SEAT COVERS, PAPER, 250/PKG, 20 PKGS/CASE BRAND PROPOSED: _____	50 CASES	\$ <u>30.88</u>	\$ <u>1544.00</u>
83. DUST MOP HEAD FRAME, 36 INCH X 5 INCH BRAND PROPOSED: <u>Carolina</u>	24 EACH	\$ <u>3.92</u>	\$ <u>94.08</u>

84. MATS, WALKOFF, 3 FT X 5 FT, COLOR: GRAY BRAND PROPOSED: <u>Crown</u> 10 EACH	\$ <u>29.60</u>	\$ <u>296.00</u>
85. MATS, WALKOFF, 4 FT X 6 FT, COLOR: GRAY BRAND PROPOSED: <u>Crown</u> 10 EACH	\$ <u>43.98</u>	\$ <u>439.80</u>
86. DUSTMOP, 24" x 5", HANDLE & MOPHEAD HOLDER BRAND PROPOSED: <u>Carolina</u> 10 EACH	\$ <u>8.68</u>	\$ <u>86.80</u>
87. MOP HANDLE, 60 INCH, WING NUT BRAND PROPOSED: <u>Carolina</u> 75 EACH	\$ <u>4.98</u>	\$ <u>373.50</u>
88. MOP DUST HEADS, 36" x 5" BRAND PROPOSED: <u>11</u> 75 EACH	\$ <u>4.49</u>	\$ <u>336.75</u>
89. MOP DUST HEADS, 24" x 5" BRAND PROPOSED: <u>11</u> 100 EACH	\$ <u>3.29</u>	\$ <u>329.00</u>
90. FLOOR SQUEEGEE, CURVED DUAL EDGE, 18 INCH BRAND PROPOSED: _____ 6 EACH	\$ <u>-</u>	\$ <u>-</u>
91. MOP, DUST, 18" x 5" BRAND PROPOSED: <u>Carolina</u> 36 EACH	\$ <u>2.82</u>	\$ <u>101.52</u>
92. HANDLE & FRAME FOR 18" x 5" DUST MOP BRAND PROPOSED: <u>Carolina</u> 12 EACH	\$ <u>8.62</u>	\$ <u>103.44</u>
93. OIL DRY, 40 OR 50LB BAGS BRAND PROPOSED: _____ LBS/BAG: <u>40</u> 20 BAGS	\$ <u>6.98</u>	\$ <u>279.20</u>
94. PADS, BUFFING/POLISHING, 16 INCH, RED, 5/CASE BRAND PROPOSED: <u>ACS</u> 10 CASES	\$ <u>8.48</u>	\$ <u>84.80</u>
95. PADS, BLACK, SCRUBBING, 16 INCH, THICK LINE, 5/CASE BRAND PROPOSED: <u>ACS</u> 5 CASES	\$ <u>8.48</u>	\$ <u>42.40</u>
96. DUST PANS, METAL BRAND PROPOSED: <u>Janico</u> 24 EACH	\$ <u>3.58</u>	\$ <u>85.92</u>
97. PADS, BROWN, STRIPPING, 16 INCH, 3M BLACK LABEL, 5/CASE BRAND PROPOSED: <u>ACS</u> 10 CASES	\$ <u>8.48</u>	\$ <u>84.80</u>
98. PADS, BUFFING, SCOTCH BRIRE RED, 20 INCH, 5/CASE BRAND PROPOSED: <u>ACS</u> 10 CASES	\$ <u>11.88</u>	\$ <u>118.80</u>
99. PADS, WHITE LABEL, 20 INCH, 5/CASE BRAND PROPOSED: <u>ACS</u> 25 CASES	\$ <u>11.88</u>	\$ <u>297.00</u>
100. PADS, WHITE SUPER POLISH, 16 INCH, 5/CASE BRAND PROPOSED: <u>ACS</u> 25 CASES	\$ <u>8.88</u>	\$ <u>222.00</u>
101. SQUEEGEE REFILL, RUBBER, 18 INCH BRAND PROPOSED: _____ 24 EACH	\$ <u>-</u>	\$ <u>-</u>

102. RAGS, CLEANING, POLO (PRICE/LB)
 BRAND PROPOSED: 103B 150 LBS \$.64/lb \$96.00
103. RAGS, DIAPER, 50LB CASE
 BRAND PROPOSED: 201B 6 CASES \$ 94.60 \$567.60
104. SQUEEGEE W/METAL BRACKET, 7 3/4, WITH HANDLE
 BRAND PROPOSED: _____ 12 EACH \$ _____ \$ _____
105. SQUEEGEE W/METAL BRACKET, 11 3/4, WITH HANDLE
 BRAND PROPOSED: _____ 12 EACH \$ _____ \$ _____
106. SQUEEGEE W/METAL BRACKET, 18", WITH HANDLE
 BRAND PROPOSED: _____ 12 EACH \$ _____ \$ _____
107. DIXIE #302 ^{translucent} PAPER CUPS, 7 OZ, 2500/CASE
 BRAND PROPOSED: _____ 5 CASES \$ 48.80 \$244.00
108. DIXIE #701 PAPER CUPS, 3 OZ, ²⁰⁰5000/CASE
 BRAND PROPOSED: _____ 20 CASES \$ 62.40 \$1248.00
109. ROLL TOWELS, SCOTT #414 PRE-EMBOSSSED
 BRAND PROPOSED: Putney 500 CASES \$ 18.68 \$9340.00
 TOTAL LINEAR FEET / CASE: 4800 61800
111. URINAL SANI-SCREEN
 BRAND PROPOSED: _____ 100 EACH \$ 1.00 \$100.00
112. CITRUS DEGREASER, JEWELL BRAND OR EQUAL, 1 GAL, ⁴1/CASE
 BRAND PROPOSED: _____ 12 CASES \$ 26.50 \$318.24
113. DELUX-WAX COTE, 1 GAL, ⁴1/CASE
 BRAND PROPOSED: Betco Glare 12 CASES \$ 43.62 \$523.44
114. DCL SOLUTIONS MFG. "PAK-ITS"™, WATER-SOLUBLE LIQUID PACKETS
 #C405 LOW-FOAM EXTRACTION CLEANER, 50 PACKETS/CONTAINER,
 4 GAL YIELD/PACKET ¹⁰⁰
 BRAND PROPOSED: Aqua Chem 5 CONT. \$ 79.48 \$397.40
115. DCL SOLUTIONS MFG. "PAK-ITS"™, WATER SOLUBLE LIQUID PACKETS
 #C415 HIGH TRAFFIC LANE CLEANER, 50 PACKETS/CONTAINER
 1 GAL YIELD/PACKET
 BRAND PROPOSED: " " 5 CONT. \$ 64.00 \$320.00
116. DCL SOLUTIONS MFG. "PAK-ITS"™, WATER SOLUBLE LIQUID PACKETS
 #C420 ALL-PURPOSE LIQUID DEFOAMER, 80 PACKETS/CONTAINER
 4 GAL YIELD/PACKET
 BRAND PROPOSED: _____ 5 CONT. \$ 84.60 \$423.00
117. DCL SOLUTIONS MFG. "PAK-ITS"™, WATER SOLUBLE LIQUID PACKETS
 #Q305 GLASS & HARD SURFACE CLEANER, 80 PACKETS/CONTAINER
 1 QUART YIELD/PACKET
 BRAND PROPOSED: _____ 25 BOXES. \$ 67.20 \$1680.00

118. DCL SOLUTIONS MFG. "PAK-ITS"™, WATER SOLUBLE LIQUID PACKETS #Q310 CITRUS ALL-PURPOSE CLEANER, 80 PACKETS/CONTAINER 1 QUART YIELD/PACKET BRAND PROPOSED: _____ 5 CONT.	\$ <u>67.35</u>	\$ <u>336.75</u>
119. DCL SOLUTIONS MFG. "PAK-ITS"™, WATER SOLUBLE LIQUID PACKETS #Q320 NON-ACID BOWL & BATHROOM CLEANER, 80 PACKETS/CONTAINER 1 QUART YIELD/PACKET BRAND PROPOSED: _____ 5 CONT.	\$ <u>56.28</u>	\$ <u>281.40</u>
120. DCL SOLUTIONS MFG. "PAK-ITS"™, WATER SOLUBLE LIQUID PACKETS #Q330 CARPET PRE-SPOTTER, 80 PACKETS/CONTAINER ½ QUART YIELD/PACKET BRAND PROPOSED: _____ 5 CONT.	\$ <u>69.20</u>	\$ <u>346.00</u>
121.1 QUART CONTAINERS WITH SPRAY TRIGGER FOR ABOVE PRODUCTS WITH RIGHT-TO-KNOW INFO ON CONTAINER BRAND PROPOSED: _____ 75 EA. CONT.	\$ <u>2.30</u>	\$ <u>172.50</u>
122. RUBBER GLOVES, SIZE XL, NO LATEX, 1 DOZ./PG BRAND PROPOSED: _____ 4 CASES	\$ <u>-</u>	\$ <u>-</u>
123. GLOVES, EXAM, PVC, 100/BOX, 10 BX/CS, GLIVEX OR EQUAL BRAND PROPOSED: <u>Emerald</u> 25 CASES	\$ <u>29.98</u>	\$ <u>749.50</u>
124. ACCLAIM TOILET PAPER #15800 (NO SUBS) 40 CASES	\$ <u>-</u>	\$ <u>-</u>
125. HOT DRINK CUPS 8 OZ 8 CASES	\$ <u>17.81</u>	\$ <u>142.48</u>
126. COLD DRINK CUPS 8 OZ 8 CASES	\$ <u>17.81</u>	\$ <u>142.48</u>
128. DISH DETERGENT 1 QT. 8 CASES	\$ <u>18.50</u>	\$ <u>148.00</u>
129. GLASS CLEANER SPRAY 32 OZ. 6 CASES	\$ <u>18.20</u>	\$ <u>109.20</u>
130. INSECT SPRAY P-30 CHERRY BLOSSOM 12 OZ CAN ¹² 24 CASES _{or 24}	\$ <u>33.98</u>	\$ <u>407.76</u>
131. FAST ORANGE HAND CLEANER PUMP 25 CASES	\$ <u>-</u>	\$ <u>-</u>
132. PALMITA V HAND SOAP HONEY ALMOND (NO SUBS) 5 CASES	\$ <u>-</u>	\$ <u>-</u>
133. 3M BRAND SCRUBBER SPONGES, 20/BOX <u>ACS</u> 2 CASES	\$ <u>14.80</u>	\$ <u>29.60</u>
134. ROLL TOWEL WHITE #6820 NORTH RIVER 8"X800FT 6 ROLLS TO CASE 160 CASES	\$ <u>31.50</u>	\$ <u>5,040.00</u>
135. GEORGIA PACIFIC WHITE ROLL #89460 10"X40" 110 CASES	\$ <u>-</u>	\$ <u>-</u>
136. GEORGIA PACIFIC BROWN TOWEL #89440 8.25"X700" SKID OF 55 210 CASES	\$ <u>-</u>	\$ <u>-</u>
DELIVERY: _____ DAYS ARO		

VARIATIONS: None

SIGNATURE PAGE

SIGNED:  _____

COMPANY: Calico Industries, Inc.

NAME: Michael L. Heverly
(PRINTED OR TYPED)

ADDRESS: 9045 Junction Drive
Annapolis Junction, MD 20701-2005

TITLE: Sr. Director Bids/Contracts

TELE #: 800-638-0828

DATE: 9/21/12

FAX #: 301-575-0131

TO THE BOARD OF CHOSEN FREEHOLDERS
OF THE COUNTY OF GLOUCESTER

GENTLEMEN:

THE UNDERSIGNED HEREBY DECLARES THAT HE/SHE HAS CAREFULLY EXAMINED THE SPECIFICATIONS AND PROPOSAL FORM FOR THE BELOW JANITORIAL SUPPLIES, FOR WHICH BIDS WILL BE OPENED AND READ IN PUBLIC ON THE DATE ADVERTISED IN THE NEWSPAPER IN THE PURCHASING DEPARTMENT, 2nd FLOOR, COUNTY ADMINISTRATION BUILDING, 2 S. BROAD STREET, WOODBURY, NJ 08096.

THE BIDDER FURTHER DECLARES THAT HE/SHE WILL CONTRACT WITH THE COUNTY OF GLOUCESTER TO FURNISH THE REQUIRED ITEM IN ACCORDANCE WITH THE PRESCRIBED SPECIFICATIONS AT THE PRICES OFFERED BELOW.

ITEM	DESCRIPTION	EST. QTY.	UNIT PRICE	TOTAL
1.	DRACKETT, WHISTLE ALL PURPOSE, CLEANER, ALL BOTTLES MUST HAVE SPRAY TRIGGER - 32 OZ, 12/CASE BRAND PROPOSED: _____ 50 CASES	50 CASES	\$ _____	\$ _____
2.	AUSTINS A-1 BLEACH, 1 GAL, 6/CASE BRAND PROPOSED: <u>Austin 360</u> 75 CASES	75 CASES	\$ <u>10.24</u>	\$ <u>768.00</u>
3.	BAB-O POWDERED CLEANSER, 21 OZ, 30/CASE BRAND PROPOSED: <u>BABO P752088</u> 30 CASES *Bidding 24/Case*	30 CASES	\$ <u>19.44</u>	\$ <u>583.20</u>
4.	PINE SCENTED CLEANER/DEODORIZER, 1 GAL, 4/CASE BRAND PROPOSED: _____ 125 CASES	125 CASES	\$ _____	\$ _____
5.	SURFACE SPRAY DISINFECTANT (LYSOL, FRESH SCENT OR EQUAL) 12 OZ, 12/CASE BRAND PROPOSED: _____ 250 CASES	250 CASES	\$ _____	\$ _____
6.	STAINLESS STEEL CLEANER, 18 OZ, 12/CASE BRAND PROPOSED: _____ 20 CASES	20 CASES	\$ _____	\$ _____
7.	BOWL CLEANER, LIQUID CONCENTRATE, 1 QT, 12/CASE BRAND PROPOSED: _____ 300 CASES	300 CASES	\$ _____	\$ _____
8.	BROOMS, STRAW BRAND PROPOSED: <u>Greenwood 561</u> 52 EACH *Sold 12/Case Only*	52 EACH	\$ <u>4.08</u>	\$ <u>212.16</u>
9.	DEODORANT, LIQUID CONCENTRATE, 1.5 OZ, 13/BOX BRAND PROPOSED: _____ 75 BOXES	75 BOXES	\$ _____	\$ _____
10.	DRAIN OPENER, 1 QT, 12/CASE BRAND PROPOSED: _____ 24 CASES	24 CASES	\$ _____	\$ _____

11. STANDARD LATEX RUBBER GLOVES, 12 PAIRS/BAG, MEDIUM			
BRAND PROPOSED: <u>Safety Zone GRFY-MD-</u> 12 BAGS	\$ 6.44	\$ 77.28	
1C *Specs att*			
12. STANDARD LATEX RUBBER GLOVES, 12 PAIRS/AG, LARGE			
BRAND PROPOSED: <u>Safety Zone GRFY-LG-</u> 12 BAGS	\$ 6.44	\$ 77.28	1C *Specs att*
13. WET MOP HEADS, 12 OZ			
BRAND PROPOSED: _____ 175 EACH	\$ _____	\$ _____	
14. WET MOP HEADS, 24 OZ			
BRAND PROPOSED: <u>Greenwood 305</u> 175 EACH	\$ 3.08	\$ 539.00	
Specs att *Sold by Doz Only*			
15. WET MOP HEADS, 16 OZ			
BRAND PROPOSED: <u>Greenwood 303</u> 100 EACH	\$ 2.18	\$ 218.00	
Specs att			
16. WET MOP HEADS, 16 OZ., RAYON ONLY			
BRAND PROPOSED: <u>Greenwood 310</u> 50 EACH	\$ 2.74	\$ 137.00	
Specs att *Sold 12/Case Only*			
17. JOHNNI MOPS, SOFT TOILET BRUSHES, 100/CASE			
BRAND PROPOSED: <u>Tolco 280100</u> 5 CASES	\$ 50.74	\$ 253.70	
Specs att			
18. SIGNS, "CAUTION, WET FLOOR", YELLOW PLASTIC			
BRAND PROPOSED: <u>Winco WCS25</u> 12 EACH	\$ 5.24	\$ 62.88	
19. PLASTIC WET MOP BUCKET WITH WHEELS, 35 QT. CAPACITY			
BRAND PROPOSED: <u>Continental 335-3YW</u> 6 EACH	\$ 31.14	\$ 186.84	
Specs att *Bidding Bucket only fits Item 60*			
20. WATERLESS HAND CLEANER, 6 OZ, 24/CASE			
BRAND PROPOSED: _____ 10 CASES	\$ _____	\$ _____	
21. LAVA BAR SOAP, WRAPPED, 48 BARS/CASE			
BRAND PROPOSED: _____ 4 CASES	\$ _____	\$ _____	
22. LIQUID HAND SOAP, 1 GAL, 4/CASE			
BRAND PROPOSED: <u>Austin 1900</u> 50 CASES	\$ 19.38	\$ 969.00	
Specs att			
23. FANTASTIC SPRAY CLEANER, 32 OZ, 12/CASE			
BRAND PROPOSED: _____ 5 CASES	\$ _____	\$ _____	
24. WASP & HORNET SPRAY, 12 OZ, 12/CASE			
BRAND PROPOSED: _____ 10 CASES	\$ _____	\$ _____	
25. DUST BRUSH, 8 INCH			
BRAND PROPOSED: <u>Abco 00100</u> 24 EACH	\$ 1.84	\$ 44.16	
Specs att			
26. FRANKLIN'S "OFFENSE" FLOOR STRIPPER			
NON-AMMONIATED, NON-RINSE, 5 GAL CONTAINER			
BRAND PROPOSED: _____ 40 CONT.	\$ _____	\$ _____	
27. 3M STANCE FLOOR FINISH, 2.5 GAL, 2/CASE			
BRAND PROPOSED: _____ 50 CASES	\$ _____	\$ _____	

28.	3M CARPET PROTECTOR, 1 GAL BRAND PROPOSED: _____	10 GALS	\$ _____	\$ _____
29.	3M SPOT REMOVER, 12 OZ, 12/CASE BRAND PROPOSED: _____	5 CASES	\$ _____	\$ _____
30.	POWDERED CARPET DEODORANT, 14 OZ, 12/CASE BRAND PROPOSED: <u>Hospeco 08166</u> *Specs att*	40 CASES	\$ <u>29.44</u>	\$ <u>1,177.60</u>
31.	HEAVY DUTY DRAIN ACID, LIQUID, 1 QT, 12/CASE BRAND PROPOSED: _____	20 CASES	\$ _____	\$ _____
32.	3M TROUBLE SHOOTER CLEANER 12 OZ, 12/CASE (NO SUBSTITUTES)	20 CASES	\$ _____	\$ _____
33.	3M SPRAY BUFF CLEANER & POLISH, 1 GAL., 4/CASE BRAND PROPOSED: _____	10 CASES	\$ _____	\$ _____
34.	SPIC & SPAN CONCENTRATED POWDER CLEANER, 27 OZ, 12/CASE (NO SUBSTITUTES)	20 CASES	\$ _____	\$ _____
35.	JOHNSON'S LEMON SHINE-UP FURNITURE WAX, 15 OZ, 12/CASE BRAND PROPOSED: _____	10 CASES	\$ _____	\$ _____
36.	NOXON METAL POLISH #7, 12 OZ, 6/CASE BRAND PROPOSED: _____	3 CASES	\$ _____	\$ _____
37.	RUG SHAMPOO, 1 GAL, 6/CASE BRAND PROPOSED: _____	15 CASES	\$ _____	\$ _____
38.	TERRAZZO SEAL, 1 GAL CONTAINERS BRAND PROPOSED: _____	20 GAL	\$ _____	\$ _____
39.	CAKE SOAP, IVORY OR EQUAL, UNWRAPPED, #3 BARS, 200/CASE BRAND PROPOSED: _____	10 CASES	\$ _____	\$ _____
40.	FAST ORANGE HAND CLEANER, 7.5 OZ BOTTLES BRAND PROPOSED: _____	24 BOTTLES	\$ _____	\$ _____
41.	FEMININE NAPKINS, GARD'S #1474", 250/CASE BRAND PROPOSED: <u>Hospeco 147A</u> *Specs att*	10 CASES	\$ <u>34.28</u>	\$ <u>342.80</u>
42.	PLAYTEX SUPER TAMPONS, ROUND, 500/CASE BRAND PROPOSED: <u>Hospeco MT500S</u> *Specs att*	10 CASES	\$ <u>57.54</u>	\$ <u>575.40</u>
48.	INSECT REPELLANT, SKIN, 5 OZ CANS, 6/CASE BRAND PROPOSED: _____	5 CASES	\$ _____	\$ _____
49.	INSECTICIDE FLY SPRAY, 12 OZ, 12/CASE BRAND PROPOSED: _____	3 CASES	\$ _____	\$ _____

66. EXTENSION HANDLES, 60 INCH FOR BROOMS				
BRAND PROPOSED: _____	75 EACH	\$ _____	\$ _____	
67. BROOM, STREET, 16 INCH WITH HANDLE				
BRAND PROPOSED: <u>Abco BH13001/01113</u>	12 EACH	\$ <u>9.10</u>	\$ <u>109.20</u>	
				Specs att *16" Broom*
68. BRUSHES, TOILET BRISTLE				
BRAND PROPOSED: <u>Abco BH18001</u>	150 EACH	\$ <u>.98</u>	\$ <u>147.00</u>	
				Specs att
69. BUCKETS, 10 QT, GALVANIZED				
BRAND PROPOSED: _____	12 EACH	\$ _____	\$ _____	
70. BROOMS, WISK, 12 INCH				
BRAND PROPOSED: <u>Greenwood 568</u>	24 EACH	\$ <u>1.92</u>	\$ <u>46.08</u>	
				Specs att *Sold 12/Case Only*
71. 3M-6472 INSTA-LOK DOODLEBUG PAD BLOCK				
BRAND PROPOSED: <u>Tolco 280137</u>	5 EACH	\$ <u>6.54</u>	\$ <u>32.70</u>	
				Specs att
72. 3M-6473 INSTA-LOK DOODLEBUG HAND BLOCK				
BRAND PROPOSED: <u>Tolco 280139</u>	5 EACH	\$ <u>7.74</u>	\$ <u>38.70</u>	
				Specs att
73. KNEE PADS, RUBBER				
BRAND PROPOSED: _____	2 SETS	\$ _____	\$ _____	
74. DISPENSERS- LEV-R-MATIC, ROLL TIP #970 ROLL TOWEL				
BRAND PROPOSED: _____	12 EACH	\$ _____	\$ _____	
75. DUSTERS, FEATHER, OSTRICH				
BRAND PROPOSED: _____	48 EACH	\$ _____	\$ _____	
76. DUSTERS, EXTENSION, 70"				
BRAND PROPOSED: _____	36 EACH	\$ _____	\$ _____	
77. DISPENSER PEER-SOAP #100 W/PLASTIC GLOBE				
BRAND PROPOSED: _____	24 EACH	\$ _____	\$ _____	
78. DISPENSER- FEMININE NAPKIN, J-6, 25 CENT RELEASE				
BRAND PROPOSED: _____	2 EACH	\$ _____	\$ _____	
79. DISPENSER- TOILET PAPER, SCOTT #969				
BRAND PROPOSED: _____	30 EACH	\$ _____	\$ _____	
80. NAPKINS- NEW DISPOSABLE UNIT, RUBBERMAID #6140				
BRAND PROPOSED: _____	12 EACH	\$ _____	\$ _____	
81. BAGS, DISPOSABLE SANITARY UNIT, RUBBERMAID #6141, 250/BOX				
BRAND PROPOSED: <u>Hospesco HS 6141</u>	12 BOXES	\$ <u>17.54</u>	\$ <u>210.48</u>	
				250/Case
82. DISPOSABLE TOILET SEAT COVERS, PAPER, 250/PKG, 20 PKGS/CASE				
BRAND PROPOSED: <u>Safety Zone TSC-</u>	50 CASES	\$ <u>33.38</u>	\$ <u>1,669.00</u>	
				250E
83. DUST MOP HEAD FRAME, 36 INCH X 5 INCH				
BRAND PROPOSED: <u>Abco BH24536</u>	24 EACH	\$ <u>2.38</u>	\$ <u>57.12</u>	
				36x5 Frame *Specs att*

84. MATS, WALKOFF, 3 FT X 5 FT, COLOR: GRAY				
BRAND PROPOSED: _____	10 EACH	\$ _____	\$ _____	
85. MATS, WALKOFF, 4 FT X 6 FT, COLOR: GRAY				
BRAND PROPOSED: _____	10 EACH	\$ _____	\$ _____	
86. DUSTMOP, 24" x 5", HANDLE & MOPHEAD HOLDER				
BRAND PROPOSED: <u>Abco BH24524W/</u>	10 EACH	\$ <u>7.34</u>	\$ <u>73.40</u>	
Handle *24x5 Frame and handle*				
87. MOP HANDLE, 60 INCH, WING NUT				
BRAND PROPOSED: <u>Abco 01203NB</u>	75 EACH	\$ <u>4.74</u>	\$ <u>355.50</u>	
Specs att				
88. MOP DUST HEADS, 36" x 5"				
BRAND PROPOSED: <u>Greenwood 618</u>	75 EACH	\$ <u>4.98</u>	\$ <u>373.50</u>	
Specs att *Sold 12/Case Only*				
89. MOP DUST HEADS, 24" x 5"				
BRAND PROPOSED: <u>Greenwood 616</u>	100 EACH	\$ <u>3.74</u>	\$ <u>374.00</u>	
Specs att				
90. FLOOR SQUEEGEE, CURVED DUAL EDGE, 18 INCH				
BRAND PROPOSED: _____	6 EACH	\$ _____	\$ _____	
91. MOP, DUST, 18" x 5"				
BRAND PROPOSED: <u>Greenwood 615</u>	36 EACH	\$ <u>2.98</u>	\$ <u>107.28</u>	
Specs att *Sold 12/Case Only*				
92. HANDLE & FRAME FOR 18" x 5" DUST MOP				
BRAND PROPOSED: <u>Abco BH24518W/</u>	12 EACH	\$ <u>7.12</u>	\$ <u>85.44</u>	
Handle *18x5 Frame and Handle* *Specs att*				
93. OIL DRY, 40 OR 50LB BAGS				
BRAND PROPOSED: _____	LBS/BAG: _____			
20 BAGS		\$ _____	\$ _____	
94. PADS, BUFFING/POLISHING, 16 INCH, RED, 5/CASE				
BRAND PROPOSED: <u>Glit 20049</u>	10 CASES	\$ <u>8.68</u>	\$ <u>86.80</u>	
Specs att				
95. PADS, BLACK, SCRUBBING, 16 INCH, THICK LINE, 5/CASE				
BRAND PROPOSED: <u>Glit 20127</u>	5 CASES	\$ <u>8.68</u>	\$ <u>43.40</u>	
Specs att *Green*				
96. DUST PANS, METAL				
BRAND PROPOSED: <u>Continental 715</u>	24 EACH	\$ <u>2.98</u>	\$ <u>71.52</u>	
97. PADS, BROWN, STRIPPING, 16 INCH, 3M BLACK LABEL, 5/CASE				
BRAND PROPOSED: <u>Glit 20260</u>	10 CASES	\$ <u>8.68</u>	\$ <u>86.80</u>	
Specs att				
98. PADS, BUFFING, SCOTCH BIRE RED, 20 INCH, 5/CASE				
BRAND PROPOSED: <u>Glit 20053</u>	10 CASES	\$ <u>12.44</u>	\$ <u>124.40</u>	
Specs att				
99. PADS, WHITE LABEL, 20 INCH, 5/CASE				
BRAND PROPOSED: <u>Glit 14420</u>	25 CASES	\$ <u>12.44</u>	\$ <u>311.00</u>	
Specs att				
100. PADS, WHITE SUPER POLISH, 16 INCH, 5/CASE				
BRAND PROPOSED: <u>Glit 14416</u>	25 CASES	\$ <u>8.68</u>	\$ <u>217.00</u>	
Specs att				
101. SQUEEGEE REFILL, RUBBER, 18 INCH				
BRAND PROPOSED: _____	24 EACH	\$ _____	\$ _____	

102. RAGS, CLEANING, POLO (PRICE/LB)				
BRAND PROPOSED: <u>A&B R020-C45</u>	150 LBS	\$ <u>.77</u>	\$ <u>115.50</u>	
				<i>*Sold 25#/Case*</i>
103. RAGS, DIAPER, 50LB CASE				
BRAND PROPOSED: <u>A&B R010-W80</u>	6 CASES	\$ <u>92.84</u>	\$ <u>557.04</u>	
				<i>*50/Case*</i>
104. SQUEEGEE W/METAL BRACKET, 7 3/4, WITH HANDLE				
BRAND PROPOSED: _____	12 EACH	\$ _____	\$ _____	
105. SQUEEGEE W/METAL BRACKET, 11 3/4, WITH HANDLE				
BRAND PROPOSED: _____	12 EACH	\$ _____	\$ _____	
106. SQUEEGEE W/METAL BRACKET, 18", WITH HANDLE				
BRAND PROPOSED: _____	12 EACH	\$ _____	\$ _____	
107. DIXIE #302 PAPER CUPS, 7 OZ, 2500/CASE				
BRAND PROPOSED: _____	5 CASES	\$ _____	\$ _____	
108. DIXIE #701 PAPER CUPS, 3 OZ, 5000/CASE				
BRAND PROPOSED: _____	20 CASES	\$ _____	\$ _____	
109. ROLL TOWELS, SCOTT #414 PRE-EMBOSSSED				
BRAND PROPOSED: _____	500 CASES	\$ _____	\$ _____	
TOTAL LINEAR FEET / CASE: _____				
111. URINAL SANI-SCREEN				
BRAND PROPOSED: <u>Hospesco 03901</u>	100 EACH	\$ <u>.89</u>	\$ <u>89.00</u>	
				<i>*Specs att* *Sold by Dozen Only*</i>
112. CITRUS DEGREASER, JEWELL BRAND OR EQUAL, 1 GAL, 6/CASE				
BRAND PROPOSED: _____	12 CASES	\$ _____	\$ _____	
113. DELUX-WAX COTE, 1 GAL, 6/CASE				
BRAND PROPOSED: _____	12 CASES	\$ _____	\$ _____	
114. DCL SOLUTIONS MFG. "PAK-ITS"™, WATER-SOLUBLE LIQUID PACKETS #C405 LOW-FOAM EXTRACTION CLEANER, 50 PACKETS/CONTAINER, 4 GAL YIELD/PACKET				
BRAND PROPOSED: _____	5 CONT.	\$ _____	\$ _____	
115. DCL SOLUTIONS MFG. "PAK-ITS"™, WATER SOLUBLE LIQUID PACKETS #C415 HIGH TRAFFIC LANE CLEANER, 50 PACKETS/CONTAINER 1 GAL YIELD/PACKET				
BRAND PROPOSED: _____	5 CONT.	\$ _____	\$ _____	
116. DCL SOLUTIONS MFG. "PAK-ITS"™, WATER SOLUBLE LIQUID PACKETS #C420 ALL-PURPOSE LIQUID DEFOAMER, 80 PACKETS/CONTAINER 4 GAL YIELD/PACKET				
BRAND PROPOSED: _____	5 CONT.	\$ _____	\$ _____	
117. DCL SOLUTIONS MFG. "PAK-ITS"™, WATER SOLUBLE LIQUID PACKETS #Q305 GLASS & HARD SURFACE CLEANER, 80 PACKETS/CONTAINER 1 QUART YIELD/PACKET				
BRAND PROPOSED: _____	25 BOXES.	\$ _____	\$ _____	

118. DCL SOLUTIONS MFG. "PAK-ITS"™, WATER SOLUBLE LIQUID PACKETS
 #Q310 CITRUS ALL-PURPOSE CLEANER, 80 PACKETS/CONTAINER
 1 QUART YIELD/PACKET
 BRAND PROPOSED: _____ 5 CONT. \$ _____ \$ _____
119. DCL SOLUTIONS MFG. "PAK-ITS"™, WATER SOLUBLE LIQUID PACKETS
 #Q320 NON-ACID BOWL & BATHROOM CLEANER, 80 PACKETS/CONTAINER
 1 QUART YIELD/PACKET
 BRAND PROPOSED: _____ 5 CONT. \$ _____ \$ _____
120. DCL SOLUTIONS MFG. "PAK-ITS"™, WATER SOLUBLE LIQUID PACKETS
 #Q330 CARPET PRE-SPOTTER, 80 PACKETS/CONTAINER
 ½ QUART YIELD/PACKET
 BRAND PROPOSED: _____ 5 CONT. \$ _____ \$ _____
- 121.1 QUART CONTAINERS WITH SPRAY TRIGGER FOR ABOVE
 PRODUCTS WITH RIGHT-TO-KNOW INFO ON CONTAINER
 BRAND PROPOSED: _____ 75 EA. CONT. \$ _____ \$ _____
122. RUBBER GLOVES, SIZE XL, NO LATEX, 1 DOZ./PG
 BRAND PROPOSED: Safety Zone 4 CASES \$ 10.34 \$ 41.36
GNGF-XLG-15 *Specs att* *Bidding Nitrile*
123. GLOVES, EXAM, PVC, 100/BOX, 10 BX/CS, GLIVEX OR EQUAL
 BRAND PROPOSED: Safety Zone 25 CASES \$ 34.24 \$ 856.00
GVER-LG-1C *Specs att* *Specify Size* *Bidding Medical Grade Vinyl,
Powdered*
124. ACCLAIM TOILET PAPER #15800 (NO SUBS) 40 CASES \$ _____ \$ _____
125. HOT DRINK CUPS 8 OZ 8 CASES \$ _____ \$ _____
126. COLD DRINK CUPS 8 OZ 8 CASES \$ _____ \$ _____
128. DISH DETERGENT 1 QT. 8 CASES \$ _____ \$ _____
129. GLASS CLEANER SPRAY 32 OZ. 6 CASES \$ _____ \$ _____
130. INSECT SPRAY P-30 CHERRY BLOSSOM 12 OZ CAN 24 CASES \$ _____ \$ _____
131. FAST ORANGE HAND CLEANER PUMP 25 CASES \$ _____ \$ _____
132. PALMITA V HAND SOAP HONEY ALMOND (NO SUBS) 5 CASES \$ _____ \$ _____
133. 3M BRAND SCRUBBER SPONGES, 20/BOX 2 CASES \$ _____ \$ _____
134. ROLL TOWEL WHITE #6820 NORTH RIVER
 8"X800FT 6 ROLLS TO CASE 160 CASES \$ _____ \$ _____
135. GEORGIA PACIFIC WHITE ROLL #89460
 10"X40" 110 CASES \$ _____ \$ _____
136. GEORGIA PACIFIC BROWN TOWEL
 #89440 8.25"X700" SKID OF 55 210 CASES \$ _____ \$ _____
- DELIVERY: 21 DAYS ARO

VARIATIONS: _____

SIGNATURE PAGE

SIGNED: Marc

COMPANY: _____

NAME: MARC TELL
(PRINTED OR TYPED)

ADDRESS: SAM TELL & SON INC
300 SMITH STREET
FARMINGDALE, N.Y. 11735
631-501-9700

TITLE: President

TELE #: _____

DATE: 9/20/2012

FAX #: 631-501-9709

TO THE BOARD OF CHOSEN FREEHOLDERS
OF THE COUNTY OF GLOUCESTER

GENTLEMEN:

THE UNDERSIGNED HEREBY DECLARES THAT HE/SHE HAS CAREFULLY EXAMINED THE SPECIFICATIONS AND PROPOSAL FORM FOR THE BELOW JANITORIAL SUPPLIES, FOR WHICH BIDS WILL BE OPENED AND READ IN PUBLIC ON THE DATE ADVERTISED IN THE NEWSPAPER IN THE PURCHASING DEPARTMENT, 2nd FLOOR, COUNTY ADMINISTRATION BUILDING, 2 S. BROAD STREET, WOODBURY, NJ 08096.

THE BIDDER FURTHER DECLARES THAT HE/SHE WILL CONTRACT WITH THE COUNTY OF GLOUCESTER TO FURNISH THE REQUIRED ITEM IN ACCORDANCE WITH THE PRESCRIBED SPECIFICATIONS AT THE PRICES OFFERED BELOW.

ITEM	DESCRIPTION	EST. QTY.	UNIT PRICE	TOTAL
1.	DRACKETT, WHISTLE ALL PURPOSE, CLEANER, ALL BOTTLES MUST HAVE SPRAY TRIGGER - 32 OZ, 12/CASE BRAND PROPOSED: _____	50 CASES	\$ _____	\$ _____
2.	AUSTINS A-1 BLEACH, 1 GAL, 6/CASE BRAND PROPOSED: _____	75 CASES	\$ _____	\$ _____
3.	BAB-O POWDERED CLEANSER, 21 OZ, 30/CASE BRAND PROPOSED: _____	30 CASES	\$ _____	\$ _____
4.	PINE SCENTED CLEANER/DEODORIZER, 1 GAL, 4/CASE BRAND PROPOSED: _____	125 CASES	\$ _____	\$ _____
5.	SURFACE SPRAY DISINFECTANT (LYSOL, FRESH SCENT OR EQUAL) 12 OZ, 12/CASE BRAND PROPOSED: _____	250 CASES	\$ _____	\$ _____
6.	STAINLESS STEEL CLEANER, 18 OZ, 12/CASE BRAND PROPOSED: _____	20 CASES	\$ _____	\$ _____
7.	BOWL CLEANER, LIQUID CONCENTRATE, 1 QT, 12/CASE BRAND PROPOSED: _____	300 CASES	\$ _____	\$ _____
8.	BROOMS, STRAW BRAND PROPOSED: <u>Cont'n. E502018</u>	52 EACH	\$ <u>4.56</u>	\$ <u>237.12</u>
9.	DEODORANT, LIQUID CONCENTRATE, 1.5 OZ, 13/BOX BRAND PROPOSED: _____	75 BOXES	\$ _____	\$ _____
10.	DRAIN OPENER, 1 QT, 12/CASE BRAND PROPOSED: _____	24 CASES	\$ _____	\$ _____

- | | | |
|---|----------------------------|-----------------------------|
| 11. STANDARD LATEX RUBBER GLOVES, 12 PAIRS/BAG, MEDIUM
BRAND PROPOSED: _____ 12 BAGS | \$ _____ | \$ _____ |
| 12. STANDARD LATEX RUBBER GLOVES, 12 PAIRS/AG, LARGE
BRAND PROPOSED: _____ 12 BAGS | \$ _____ | \$ _____ |
| 13. WET MOP HEADS, 12 OZ.
BRAND PROPOSED: <u>Cont'n. A40112</u> 175 EACH | \$ <u>2.33</u> | \$ <u>407.75</u> |
| 14. WET MOP HEADS, 24 OZ.
BRAND PROPOSED: <u>Cont'n A401124</u> 175 EACH | \$ <u>4.00</u> | \$ <u>700.⁰⁰</u> |
| 15. WET MOP HEADS, 16 OZ.
BRAND PROPOSED: <u>Cont'n. A40116</u> 100 EACH | \$ <u>2.79</u> | \$ <u>279.⁰⁰</u> |
| 16. WET MOP HEADS, 16 OZ., RAYON ONLY
BRAND PROPOSED: <u>Cont'n A414016</u> 50 EACH | \$ <u>3.36</u> | \$ <u>168.⁰⁰</u> |
| 17. JOHNNI MOPS, SOFT TOILET BRUSHES, 100/CASE
BRAND PROPOSED: <u>Cont'n WSS10000</u> 5 CASES | \$ <u>60.⁰⁰</u> | \$ <u>300.⁰⁰</u> |
| 18. SIGNS, "CAUTION, WET FLOOR", YELLOW PLASTIC
BRAND PROPOSED: <u>Cont'n 119</u> 12 EACH | \$ <u>7.90</u> | \$ <u>94.80</u> |
| 19. PLASTIC WET MOP BUCKET WITH WHEELS, 35 QT. CAPACITY
BRAND PROPOSED: <u>Cont'n 335-34W</u> 8 EACH | \$ <u>34.76</u> | \$ <u>208.56</u> |
| 20. WATERLESS HAND CLEANER, 6 OZ, 24/CASE
BRAND PROPOSED: _____ 10 CASES | \$ _____ | \$ _____ |
| 21. LAVA BAR SOAP, WRAPPED, 48 BARS/CASE
BRAND PROPOSED: _____ 4 CASES | \$ _____ | \$ _____ |
| 22. LIQUID HAND SOAP, 1 GAL, 4/CASE
BRAND PROPOSED: _____ 50 CASES | \$ _____ | \$ _____ |
| 23. FANTASTIC SPRAY CLEANER, 32 OZ, 12/CASE
BRAND PROPOSED: _____ 5 CASES | \$ _____ | \$ _____ |
| 24. WASP & HORNET SPRAY, 12 OZ, 12/CASE
BRAND PROPOSED: _____ 10 CASES | \$ _____ | \$ _____ |
| 25. DUST BRUSH, 8 INCH
BRAND PROPOSED: <u>Cont'n F 408208</u> 24 EACH | \$ <u>3.69</u> | \$ <u>88.56</u> |
| 26. FRANKLIN'S "OFFENSE" FLOOR STRIPPER
NON-AMMONIATED, NON-RINSE, 5 GAL CONTAINER
BRAND PROPOSED: _____ 40 CONT. | \$ _____ | \$ _____ |
| 27. 3M STANCE FLOOR FINISH, 2.5 GAL, 2/CASE
BRAND PROPOSED: _____ 50 CASES | \$ _____ | \$ _____ |

28. 3M CARPET PROTECTOR, 1 GAL
 BRAND PROPOSED: _____ 10 GALS \$ _____ \$ _____
29. 3M SPOT REMOVER, 12 OZ, 12/CASE
 BRAND PROPOSED: _____ 5 CASES \$ _____ \$ _____
30. POWDERED CARPET DEODORANT, 14 OZ, 12/CASE
 BRAND PROPOSED: _____ 40 CASES \$ _____ \$ _____
31. HEAVY DUTY DRAIN ACID, LIQUID, 1 QT, 12/CASE
 BRAND PROPOSED: _____ 20 CASES \$ _____ \$ _____
32. 3M TROUBLE SHOOTER CLEANER 12 OZ, 12/CASE
 (NO SUBSTITUTES) 20 CASES \$ _____ \$ _____
33. 3M SPRAY BUFF CLEANER & POLISH, 1 GAL., 4/CASE
 BRAND PROPOSED: _____ 10 CASES \$ _____ \$ _____
34. SPIC & SPAN CONCENTRATED POWDER
 CLEANER, 27 OZ, 12/CASE (NO SUBSTITUTES) 20 CASES \$ _____ \$ _____
35. JOHNSON'S LEMON SHINE-UP FURNITURE WAX, 15 OZ, 12/CASE
 BRAND PROPOSED: _____ 10 CASES \$ _____ \$ _____
36. NOXON METAL POLISH #7, 12 OZ, 6/CASE
 BRAND PROPOSED: _____ 3 CASES \$ _____ \$ _____
37. RUG SHAMPOO, 1 GAL, 6/CASE
 BRAND PROPOSED: _____ 15 CASES \$ _____ \$ _____
38. TERRAZZO SEAL, 1 GAL CONTAINERS
 BRAND PROPOSED: _____ 20 GAL \$ _____ \$ _____
39. CAKE SOAP, IVORY OR EQUAL, UNWRAPPED, #3 BARS, 200/CASE
 BRAND PROPOSED: _____ 10 CASES \$ _____ \$ _____
40. FAST ORANGE HAND CLEANER, 7.5 OZ BOTTLES
 BRAND PROPOSED: _____ 24 BOTTLES \$ _____ \$ _____
41. FEMININE NAPKINS, GARD'S #1474", 250/CASE
 BRAND PROPOSED: _____ 10 CASES \$ _____ \$ _____
42. PLAYTEX SUPER TAMPONS, ROUND, 500/CASE
 BRAND PROPOSED: _____ 10 CASES \$ _____ \$ _____
48. INSECT REPELLANT, SKIN, 5 OZ CANS, 6/CASE
 BRAND PROPOSED: _____ 5 CASES \$ _____ \$ _____
49. INSECTICIDE FLY SPRAY, 12 OZ, 12/CASE
 BRAND PROPOSED: _____ 3 CASES \$ _____ \$ _____

BLACK FLAG OR RAID ANT & ROACH SPRAY, 14 OZ, 12/CASE			
BRAND PROPOSED: _____	5 CASES	\$ _____	\$ _____
50. INSECTICIDE - ORTHO ANT & ROACH WITH HOSE & SPRAYER, 1/2 GAL BOTTLE			
BRAND PROPOSED: _____	12 BTLS	\$ _____	\$ _____
51. ANT TRAPS, 6 GRAMS, 3/PKG			
BRAND PROPOSED: _____	15 PKGS	\$ _____	\$ _____
52. WAX APPLICATORS, LAMBS WOOL WITH HANDLE, 10 INCH			
BRAND PROPOSED: _____	20 EACH	\$ _____	\$ _____
53. WAX APPLICATORS, LAMBS WOOL WITH HANDLE. 16 INCH			
BRAND PROPOSED: _____	20 EACH	\$ _____	\$ _____
54. WAX APPLICATOR, REFILL, LAMBS WOOL, 10 INCH			
BRAND PROPOSED: _____	25 EACH	\$ _____	\$ _____
WAX APPLICATOR, REFILL, LAMBS WOOL, 16 INCH			
BRAND PROPOSED: _____	25 EACH	\$ _____	\$ _____
55. VACUUM BAGS, F & G, 150/CASE			
BRAND PROPOSED: _____	4 CASES	\$ _____	\$ _____
56. WASTE BASKETS, RUBBERMAID #2956, 12/CASE			
BRAND PROPOSED: <u>Contw 2818</u>	2 CASES	\$ <u>46.80</u>	\$ <u>93.60</u>
57. BROOM - GARAGE, 24 INCH WITH HANDLE			
BRAND PROPOSED: <u>Contw F102024</u>	12 EACH	\$ <u>9.84</u>	\$ <u>118.08</u>
	<u>M101066</u>		
58. BROOM - FLOOR, 24 INCH WITH HANDLE			
BRAND PROPOSED: <u>Contw F007024</u>	12 EACH	\$ <u>9.58</u>	\$ <u>114.96</u>
	<u>M101066</u>		
59. SCRUB BRUSH, 8 INCH			
BRAND PROPOSED: <u>Stanton 2305</u>	24 EACH	\$ <u>2.26</u>	\$ <u>54.24</u>
60. MOP WRINGERS #9759, YELLOW			
BRAND PROPOSED: <u>Contw 3674W</u>	12 EACH	\$ <u>49.34</u>	\$ <u>592.08</u>
61. TRASH CAN, RUBBERMAID, 44 GAL, #2643-G WITH LID #2645-G			
BRAND PROPOSED: <u>Contw 4444/4444</u>	12 EACH	\$ <u>42.66</u>	\$ <u>511.92</u>
62. VACUUM BAG "C" FOR MIGHTY MITE, 36/CASE			
BRAND PROPOSED: _____	6 CASES	\$ _____	\$ _____
63. VACUUM BELTS, HOOVER CELEBRITY IV FLAT			
BRAND PROPOSED: _____	50 EACH	\$ _____	\$ _____
64. VACUUM BELTS, ROUND, FOR EUREKA UPRIGHT, EACH			
BRAND PROPOSED: _____	150 EACH	\$ _____	\$ _____
65. VACUUM BELTS, ROUND, HOOVER #49258			
BRAND PROPOSED: _____	25 EACH	\$ _____	\$ _____

66. EXTENSION HANDLES, 60 INCH FOR BROOMS BRAND PROPOSED: <u>Contw M101060</u> 75 EACH	\$ <u>3.05</u>	\$ <u>228.75</u>
67. BROOM, STREET, 16 INCH WITH HANDLE BRAND PROPOSED: <u>Contw F 20106</u> 12 EACH <u>M101060</u>	\$ <u>11.14</u>	\$ <u>133.68</u>
68. BRUSHES, TOILET BRISTLE BRAND PROPOSED: <u>Contw J507017</u> 150 EACH	\$ <u>1.55</u>	\$ <u>232.50</u>
69. BUCKETS, 10 QT, GALVANIZED BRAND PROPOSED: <u>Impact 410</u> 12 EACH	\$ <u>20.32</u>	\$ <u>243.84</u>
70. BROOMS, WISK, 12 INCH BRAND PROPOSED: <u>Contw E 504500</u> 24 EACH	\$ <u>1.95</u>	\$ <u>46.80</u>
71. 3M-6472 INSTA-LOK DOODLEBUG PAD BLOCK BRAND PROPOSED: _____ 5 EACH	\$ _____	\$ _____
72. 3M-6473 INSTA-LOK DOODLEBUG HAND BLOCK BRAND PROPOSED: _____ 5 EACH	\$ _____	\$ _____
73. KNEE PADS, RUBBER BRAND PROPOSED: _____ 2 SETS	\$ _____	\$ _____
74. DISPENSERS- LEV-R-MATIC, ROLL TIP #970 ROLL TOWEL BRAND PROPOSED: _____ 12 EACH	\$ _____	\$ _____
75. DUSTERS, FEATHER, OSTRICH BRAND PROPOSED: _____ 48 EACH	\$ _____	\$ _____
76. DUSTERS, EXTENSION, 70" BRAND PROPOSED: <u>CARLISLE 363156</u> 36 EACH	\$ <u>6.21</u>	\$ <u>223.56</u>
77. DISPENSER PEER-SOAP #100 W/PLASTIC GLOBE BRAND PROPOSED: _____ 24 EACH	\$ _____	\$ _____
78. DISPENSER- FEMININE NAPKIN, J-6, 25 CENT RELEASE BRAND PROPOSED: _____ 2 EACH	\$ _____	\$ _____
79. DISPENSER- TOILET PAPER, SCOTT #969 BRAND PROPOSED: _____ 30 EACH	\$ _____	\$ _____
80. NAPKINS- NEW DISPOSABLE UNIT, RUBBERMAID #6140 BRAND PROPOSED: <u>Contw 250W</u> 12 EACH	\$ <u>14.61</u>	\$ <u>175.32</u>
81. BAGS, DISPOSABLE SANITARY UNIT, RUBBERMAID #6141, ⁵⁰⁰ 250/BOX BRAND PROPOSED: <u>Contw 250K</u> 12 BOXES	\$ <u>33.75</u>	\$ <u>405.00</u>
82. DISPOSABLE TOILET SEAT COVERS, PAPER, 250/PKG, 20 PKGS/CASE BRAND PROPOSED: _____ 50 CASES	\$ _____	\$ _____
83. DUST MOP HEAD FRAME, 36 INCH X 5 INCH BRAND PROPOSED: <u>Contw C702036</u> 24 EACH	\$ <u>3.46</u>	\$ <u>83.04</u>

84. MATS, WALKOFF, 3 FT X 5 FT, COLOR: GRAY BRAND PROPOSED: <u>Teknor 0434³²⁴</u> 10 EACH	\$ <u>41.51</u>	\$ <u>415.10</u>
85. MATS, WALKOFF, 4 FT X 6 FT, COLOR: GRAY BRAND PROPOSED: <u>Teknor 0434³²⁸</u> 10 EACH	\$ <u>66.40</u>	\$ <u>664.00</u>
86. DUSTMOP, 24" x 5", HANDLE & MOPHEAD HOLDER BRAND PROPOSED: <u>Conti c801060</u> 10 EACH <u>c202024 c404024</u>	\$ <u>13.16</u>	\$ <u>131.60</u>
87. MOP HANDLE, 60 INCH, WING NUT BRAND PROPOSED: <u>Conti A 7090^v</u> 75 EACH	\$ <u>7.88</u>	\$ <u>591.00</u>
88. MOP DUST HEADS, 36" x 5" BRAND PROPOSED: <u>Conti c4040³⁶</u> 75 EACH	\$ <u>3.93</u>	\$ <u>294.75</u>
89. MOP DUST HEADS, 24" x 5" BRAND PROPOSED: <u>Conti c4040²⁴</u> 100 EACH	\$ <u>2.89</u>	\$ <u>289.00</u>
90. FLOOR SQUEEGEE, CURVED DUAL EDGE, 18 INCH BRAND PROPOSED: _____ 6 EACH	\$ _____	\$ _____
91. MOP, DUST, 18" x 5" BRAND PROPOSED: <u>Conti c4040¹⁸</u> 36 EACH	\$ <u>2.73</u>	\$ <u>98.28</u>
92. HANDLE & FRAME FOR 18" x 5" DUST MOP BRAND PROPOSED: <u>Conti c801060</u> 12 EACH <u>c702018</u>	\$ <u>10.18</u>	\$ <u>122.16</u>
93. OIL DRY, 40 OR 50LB BAGS BRAND PROPOSED: _____ LBS/BAG: _____ 20 BAGS	\$ _____	\$ _____
94. PADS, BUFFING/POLISHING, 16 INCH, RED, 5/CASE BRAND PROPOSED: <u>Conti 20049</u> 10 CASES	\$ <u>12.29</u>	\$ <u>122.90</u>
95. PADS, BLACK, SCRUBBING, 16 INCH, THICK LINE, 5/CASE BRAND PROPOSED: <u>Conti 20010</u> 5 CASES	\$ <u>12.29</u>	\$ <u>61.45</u>
96. DUST PANS, METAL BRAND PROPOSED: <u>Conti 715</u> 24 EACH	\$ <u>3.27</u>	\$ <u>78.48</u>
97. PADS, BROWN, STRIPPING, 16 INCH, 3M BLACK LABEL, 5/CASE BRAND PROPOSED: <u>Conti 20260</u> 10 CASES	\$ <u>12.29</u>	\$ <u>122.90</u>
98. PADS, BUFFING, SCOTCH BIRE RED, 20 INCH, 5/CASE BRAND PROPOSED: <u>Conti 20059</u> 10 CASES	\$ <u>17.57</u>	\$ <u>175.70</u>
99. PADS, WHITE LABEL, 20 INCH, 5/CASE BRAND PROPOSED: <u>Conti 14420</u> 25 CASES	\$ <u>17.57</u>	\$ <u>439.25</u>
100. PADS, WHITE SUPER POLISH, 16 INCH, 5/CASE BRAND PROPOSED: <u>Conti 14416</u> 25 CASES	\$ <u>12.29</u>	\$ <u>307.25</u>
101. SQUEEGEE REFILL, RUBBER, 18 INCH BRAND PROPOSED: _____ 24 EACH	\$ _____	\$ _____

102. RAGS, CLEANING, POLO (PRICE/LB)
 BRAND PROPOSED: _____ 150 LBS \$ _____ \$ _____
103. RAGS, DIAPER, 50LB CASE
 BRAND PROPOSED: _____ 6 CASES \$ _____ \$ _____
104. SQUEEGEE W/METAL BRACKET, 7 3/4, WITH HANDLE
 BRAND PROPOSED: _____ 12 EACH \$ _____ \$ _____
105. SQUEEGEE W/METAL BRACKET, 11 3/4, WITH HANDLE
 BRAND PROPOSED: Vngel GS300 12 EACH \$ 10.31 \$ 123.72
106. SQUEEGEE W/METAL BRACKET, 18", WITH HANDLE
 BRAND PROPOSED: Vngel GS450 12 EACH \$ 11.98 \$ 143.76
107. DIXIE #302 PAPER CUPS, 7 OZ, 2500/CASE
 BRAND PROPOSED: _____ 5 CASES \$ _____ \$ _____
108. DIXIE #701 PAPER CUPS, 3 OZ, 5000/CASE
 BRAND PROPOSED: _____ 20 CASES \$ _____ \$ _____
109. ROLL TOWELS, SCOTT #414 PRE-EMBOSSSED
 BRAND PROPOSED: _____ 500 CASES \$ _____ \$ _____
 TOTAL LINEAR FEET / CASE: _____
111. URINAL SANI-SCREEN
 BRAND PROPOSED: Conten 164-1 100 EACH \$ -89¢ \$ 89.00
112. CITRUS DEGREASER, JEWELL BRAND OR EQUAL, 1 GAL, 6/CASE
 BRAND PROPOSED: _____ 12 CASES \$ _____ \$ _____
113. DELUX-WAX COTE, 1 GAL, 6/CASE
 BRAND PROPOSED: _____ 12 CASES \$ _____ \$ _____
114. DCL SOLUTIONS MFG. "PAK-ITS"™, WATER-SOLUBLE LIQUID PACKETS
 #C405 LOW-FOAM EXTRACTION CLEANER, 50 PACKETS/CONTAINER,
 4 GAL YIELD/PACKET
 BRAND PROPOSED: _____ 5 CONT. \$ _____ \$ _____
115. DCL SOLUTIONS MFG. "PAK-ITS"™, WATER SOLUBLE LIQUID PACKETS
 #C415 HIGH TRAFFIC LANE CLEANER, 50 PACKETS/CONTAINER
 1 GAL YIELD/PACKET
 BRAND PROPOSED: _____ 5 CONT. \$ _____ \$ _____
116. DCL SOLUTIONS MFG. "PAK-ITS"™, WATER SOLUBLE LIQUID PACKETS
 #C420 ALL-PURPOSE LIQUID DEFOAMER, 80 PACKETS/CONTAINER
 4 GAL YIELD/PACKET
 BRAND PROPOSED: _____ 5 CONT. \$ _____ \$ _____
117. DCL SOLUTIONS MFG. "PAK-ITS"™, WATER SOLUBLE LIQUID PACKETS
 #Q305 GLASS & HARD SURFACE CLEANER, 80 PACKETS/CONTAINER
 1 QUART YIELD/PACKET
 BRAND PROPOSED: _____ 25 BOXES. \$ _____ \$ _____

118. DCL SOLUTIONS MFG. "PAK-ITS"™, WATER SOLUBLE LIQUID PACKETS
 #Q310 CITRUS ALL-PURPOSE CLEANER, 80 PACKETS/CONTAINER
 1 QUART YIELD/PACKET
 BRAND PROPOSED: _____ 5 CONT. \$ _____ \$ _____
119. DCL SOLUTIONS MFG. "PAK-ITS"™, WATER SOLUBLE LIQUID PACKETS
 #Q320 NON-ACID BOWL & BATHROOM CLEANER, 80 PACKETS/CONTAINER
 1 QUART YIELD/PACKET
 BRAND PROPOSED: _____ 5 CONT. \$ _____ \$ _____
120. DCL SOLUTIONS MFG. "PAK-ITS"™, WATER SOLUBLE LIQUID PACKETS
 #Q330 CARPET PRE-SPOTTER, 80 PACKETS/CONTAINER
 ½ QUART YIELD/PACKET
 BRAND PROPOSED: _____ 5 CONT. \$ _____ \$ _____
- 121.1 QUART CONTAINERS WITH SPRAY TRIGGER FOR ABOVE
 PRODUCTS WITH RIGHT-TO-KNOW INFO ON CONTAINER
 BRAND PROPOSED: _____ 75 EA. CONT. \$ _____ \$ _____
122. RUBBER GLOVES, SIZE XL, NO LATEX, 1 DOZ./PG
 BRAND PROPOSED: _____ 4 CASES \$ _____ \$ _____
123. GLOVES, EXAM, PVC, 100/BOX, 10 BX/CS, GLIVEX OR EQUAL
 BRAND PROPOSED: _____ 25 CASES \$ _____ \$ _____
124. ACCLAIM TOILET PAPER #15800 (NO SUBS) 40 CASES \$ _____ \$ _____
125. HOT DRINK CUPS 8 OZ 8 CASES \$ _____ \$ _____
126. COLD DRINK CUPS 8 OZ 8 CASES \$ _____ \$ _____
128. DISH DETERGENT 1 QT. 8 CASES \$ _____ \$ _____
129. GLASS CLEANER SPRAY 32 OZ. 6 CASES \$ _____ \$ _____
130. INSECT SPRAY P-30 CHERRY BLOSSOM 12 OZ CAN 24 CASES \$ _____ \$ _____
131. FAST ORANGE HAND CLEANER PUMP 25 CASES \$ _____ \$ _____
132. PALMITA V HAND SOAP HONEY ALMOND (NO SUBS) 5 CASES \$ _____ \$ _____
133. 3M BRAND SCRUBBER SPONGES, 20/BOX 2 CASES \$ _____ \$ _____
134. ROLL TOWEL WHITE #6820 NORTH RIVER
 8"X800FT 6 ROLLS TO CASE 160 CASES \$ _____ \$ _____
135. GEORGIA PACIFIC WHITE ROLL #89460
 10"X40" 110 CASES \$ _____ \$ _____
136. GEORGIA PACIFIC BROWN TOWEL
 #89440 8.25"X700" SKID OF 55 210 CASES \$ _____ \$ _____

DELIVERY: 30 DAYS ARO

VARIATIONS:

SIGNATURE PAGE

SIGNED: Stephanie Carroll

COMPANY: W.B. Mason Co., Inc.

NAME: Stephanie Carroll
(PRINTED OR TYPED)

ADDRESS: 59 Centre St.
Brockton, MA 01303

TITLE: Contracts Manager

TELE #: 888-926-2766

DATE: 9/20/12

FAX #: 781-935-2865

TO THE BOARD OF CHOSEN FREEHOLDERS
OF THE COUNTY OF GLOUCESTER

GENTLEMEN:

THE UNDERSIGNED HEREBY DECLARES THAT HE/SHE HAS CAREFULLY EXAMINED THE SPECIFICATIONS AND PROPOSAL FORM FOR THE BELOW JANITORIAL SUPPLIES, FOR WHICH BIDS WILL BE OPENED AND READ IN PUBLIC ON THE DATE ADVERTISED IN THE NEWSPAPER IN THE PURCHASING DEPARTMENT, 2nd FLOOR, COUNTY ADMINISTRATION BUILDING, 2 S. BROAD STREET, WOODBURY, NJ 08096.

THE BIDDER FURTHER DECLARES THAT HE/SHE WILL CONTRACT WITH THE COUNTY OF GLOUCESTER TO FURNISH THE REQUIRED ITEM IN ACCORDANCE WITH THE PRESCRIBED SPECIFICATIONS AT THE PRICES OFFERED BELOW.

ITEM	DESCRIPTION	EST. QTY.	UNIT PRICE	TOTAL
1.	DRACKETT, WHISTLE ALL PURPOSE, CLEANER, ALL BOTTLES MUST HAVE SPRAY TRIGGER - 32 OZ, 12/CASE BRAND PROPOSED: _____	50 CASES	\$ <u>No Bid</u>	\$ _____
2.	AUSTINS A-1 BLEACH, 1 GAL, 6/CASE BRAND PROPOSED: <u>Austins</u>	75 CASES	\$ <u>10.07</u>	\$ <u>755.25</u>
3.	BAB-O POWDERED CLEANSER, 21 OZ, 30/CASE BRAND PROPOSED: <u>Continental</u>	30 CASES	\$ <u>21.41</u>	\$ <u>642.30</u> <i>Price per CT of 30, Sold per CT of 24</i>
4.	PINE SCENTED CLEANER/DEODORIZER, 1 GAL, 4/CASE BRAND PROPOSED: _____	125 CASES	\$ <u>No Bid</u>	\$ _____
5.	SURFACE SPRAY DISINFECTANT (LYSOL, FRESH SCENT OR EQUAL) 12 OZ, 12/CASE BRAND PROPOSED: _____	250 CASES	\$ <u>No Bid</u>	\$ _____
6.	STAINLESS STEEL CLEANER, 18 OZ, 12/CASE BRAND PROPOSED: _____	20 CASES	\$ <u>No Bid</u>	\$ _____
7.	BOWL CLEANER, LIQUID CONCENTRATE, 1 QT, 12/CASE BRAND PROPOSED: _____	300 CASES	\$ <u>No Bid</u>	\$ _____
8.	BROOMS, STRAW BRAND PROPOSED: _____	52 EACH	\$ <u>No Bid</u>	\$ _____
9.	DEODORANT, LIQUID CONCENTRATE, 1.5 OZ, 13/BOX BRAND PROPOSED: _____	75 BOXES	\$ <u>No Bid</u>	\$ _____
10.	DRAIN OPENER, 1 QT, 12/CASE BRAND PROPOSED: _____	24 CASES	\$ <u>No Bid</u>	\$ _____

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| 11. STANDARD LATEX RUBBER GLOVES, 12 PAIRS/BAG, MEDIUM
BRAND PROPOSED: _____ 12 BAGS | \$ <u>No Bid</u> | \$ _____ |
| 12. STANDARD LATEX RUBBER GLOVES, 12 PAIRS/AG, LARGE
BRAND PROPOSED: _____ 12 BAGS | \$ <u>No Bid</u> | \$ _____ |
| 13. WET MOP HEADS, 12 OZ
BRAND PROPOSED: _____ 175 EACH | \$ <u>No Bid</u> | \$ _____ |
| 14. WET MOP HEADS, 24 OZ
BRAND PROPOSED: <u>Golden Star</u> 175 EACH | \$ <u>2.96</u> | \$ <u>518.00</u> |
| 15. WET MOP HEADS, 16 OZ
BRAND PROPOSED: <u>Golden Star</u> 100 EACH | \$ <u>3.16</u> | \$ <u>553.00</u> |
| 16. WET MOP HEADS, 16 OZ., RAYON ONLY
BRAND PROPOSED: _____ 50 EACH | \$ <u>No Bid</u> | \$ _____ |
| 17. JOHNNI MOPS, SOFT TOILET BRUSHES, 100/CASE
BRAND PROPOSED: <u>Unisan</u> 5 CASES | \$ <u>70.40</u> | \$ <u>352.00</u> Priced per CT of 101
Sold per EA |
| 18. SIGNS, "CAUTION, WET FLOOR", YELLOW PLASTIC
BRAND PROPOSED: <u>Continental</u> 12 EACH | \$ <u>7.98</u> | \$ <u>95.76</u> |
| 19. PLASTIC WET MOP BUCKET WITH WHEELS, 35 QT. CAPACITY
BRAND PROPOSED: <u>Continental</u> 6 EACH | \$ <u>46.85</u> | \$ <u>281.10</u> |
| 20. WATERLESS HAND CLEANER, 6 OZ, 24/CASE
BRAND PROPOSED: _____ 10 CASES | \$ <u>No Bid</u> | \$ _____ |
| 21. LAVA BAR SOAP, WRAPPED, 48 BARS/CASE
BRAND PROPOSED: <u>WD-40</u> 4 CASES | \$ <u>39.04</u> | \$ <u>156.16</u> |
| 22. LIQUID HAND SOAP, 1 GAL, 4/CASE
BRAND PROPOSED: <u>Gojo</u> 50 CASES | \$ <u>18.10</u> | \$ <u>905.00</u> |
| 23. FANTASTIC SPRAY CLEANER, 32 OZ, 12/CASE
BRAND PROPOSED: _____ 5 CASES | \$ <u>No Bid</u> | \$ _____ |
| 24. WASP & HORNET SPRAY, 12 OZ, 12/CASE
BRAND PROPOSED: _____ 10 CASES | \$ <u>No Bid</u> | \$ _____ |
| 25. DUST BRUSH, 8 INCH
BRAND PROPOSED: _____ 24 EACH | \$ <u>No Bid</u> | \$ _____ |
| 26. FRANKLIN'S "OFFENSE" FLOOR STRIPPER
NON-AMMONIATED, NON-RINSE, 5 GAL CONTAINER
BRAND PROPOSED: <u>Simoniz</u> 40 CONT. | \$ <u>35.75</u> | \$ <u>1,430.00</u> |
| 27. 3M STANCE FLOOR FINISH, 2.5 GAL, 2/CASE
BRAND PROPOSED: _____ 50 CASES | \$ <u>No Bid</u> | \$ _____ |

28.	3M CARPET PROTECTOR, 1 GAL BRAND PROPOSED: _____	10 GALS	\$ <u>No Bid</u>	\$ _____
29.	3M SPOT REMOVER, 12 OZ, 12/CASE BRAND PROPOSED: _____	5 CASES	\$ <u>No Bid</u>	\$ _____
30.	POWDERED CARPET DEODORANT, 14 OZ, 12/CASE BRAND PROPOSED: _____	40 CASES	\$ <u>No Bid</u>	\$ _____
31.	HEAVY DUTY DRAIN ACID, LIQUID, 1 QT, 12/CASE BRAND PROPOSED: _____	20 CASES	\$ <u>No Bid</u>	\$ _____
32.	3M TROUBLE SHOOTER CLEANER 12 OZ, 12/CASE (NO SUBSTITUTES)	20 CASES	\$ <u>No Bid</u>	\$ _____
33.	3M SPRAY BUFF CLEANER & POLISH, 1 GAL., 4/CASE BRAND PROPOSED: _____	10 CASES	\$ <u>No Bid</u>	\$ _____
34.	SPIC & SPAN CONCENTRATED POWDER CLEANER, 27 OZ, 12/CASE (NO SUBSTITUTES)	20 CASES	\$ <u>No Bid</u>	\$ _____
35.	JOHNSON'S LEMON SHINE-UP FURNITURE WAX, 15 OZ, 12/CASE BRAND PROPOSED: <u>Boardwalk</u>	10 CASES	\$ <u>35.49</u>	\$ <u>353.90</u>
36.	NOXON METAL POLISH #7, 12 OZ, 6/CASE BRAND PROPOSED: _____	3 CASES	\$ <u>No Bid</u>	\$ _____
37.	RUG SHAMPOO, 1 GAL, 6/CASE BRAND PROPOSED: _____	15 CASES	\$ <u>No Bid</u>	\$ _____
38.	TERRAZZO SEAL, 1 GAL CONTAINERS BRAND PROPOSED: _____	20 GAL	\$ <u>No Bid</u>	\$ _____
39.	CAKE SOAP, IVORY OR EQUAL, UNWRAPPED, #3 BARS, 200/CASE BRAND PROPOSED: _____	10 CASES	\$ <u>No Bid</u>	\$ _____
40.	FAST ORANGE HAND CLEANER, 7.5 OZ BOTTLES BRAND PROPOSED: _____	24 BOTTLES	\$ <u>No Bid</u>	\$ _____
41.	FEMININE NAPKINS, GARD'S #1474", 250/CASE BRAND PROPOSED: <u>Hospeca</u>	10 CASES	\$ <u>26.99</u>	\$ <u>269.90</u>
42.	PLAYTEX SUPER TAMPONS, ROUND, 500/CASE BRAND PROPOSED: <u>Hospeca</u>	10 CASES	\$ <u>55.72</u>	\$ <u>557.20</u>
48.	INSECT REPELLANT, SKIN, 5 OZ CANS, 6/CASE BRAND PROPOSED: _____	5 CASES	\$ <u>No Bid</u>	\$ _____
49.	INSECTICIDE FLY SPRAY, 12 OZ, 12/CASE BRAND PROPOSED: _____	3 CASES	\$ <u>No Bid</u>	\$ _____

BLACK FLAG OR RAID ANT & ROACH SPRAY, 14 OZ, 12/CASE BRAND PROPOSED: _____ 5 CASES	\$ <u>No Bid</u>	\$ _____	
50. INSECTICIDE – ORTHO ANT & ROACH WITH HOSE & SPRAYER, ½ GAL BOTTLE BRAND PROPOSED: _____ 12 BTLS	\$ <u>No Bid</u>	\$ _____	
51. ANT TRAPS, 6 GRAMS, 3/PKG BRAND PROPOSED: _____ 15 PKGS	\$ <u>No Bid</u>	\$ _____	
52. WAX APPLICATORS, LAMBS WOOL WITH HANDLE, 10 INCH BRAND PROPOSED: _____ 20 EACH	\$ <u>No Bid</u>	\$ _____	
53. WAX APPLICATORS, LAMBS WOOL WITH HANDLE. 16 INCH BRAND PROPOSED: _____ 20 EACH	\$ <u>No Bid</u>	\$ _____	
54. WAX APPLICATOR, REFILL, LAMBS WOOL, 10 INCH BRAND PROPOSED: _____ 25 EACH	\$ <u>No Bid</u>	\$ _____	
WAX APPLICATOR, REFILL, LAMBS WOOL, 16 INCH BRAND PROPOSED: _____ 25 EACH	\$ <u>No Bid</u>	\$ _____	
55. VACUUM BAGS, F & G, 150/CASE BRAND PROPOSED: _____ 4 CASES	\$ <u>No Bid</u>	\$ _____	
56. WASTE BASKETS, RUBBERMAID #2956, 12/CASE BRAND PROPOSED: <u>Continental</u> 2 CASES	\$ <u>37.09</u>	\$ <u>74.18</u>	Priced Per CT of 12, Sold Per EA.
57. BROOM – GARAGE, 24 INCH WITH HANDLE BRAND PROPOSED: _____ 12 EACH	\$ <u>No Bid</u>	\$ _____	
58. BROOM – FLOOR, 24 INCH WITH HANDLE BRAND PROPOSED: _____ 12 EACH	\$ <u>No Bid</u>	\$ _____	
59. SCRUB BRUSH, 8 INCH BRAND PROPOSED: <u>Rubbermaid</u> 24 EACH	\$ <u>3.40</u>	\$ <u>81.60</u>	
60. MOP WRINGERS #9759, YELLOW BRAND PROPOSED: _____ 12 EACH	\$ <u>No Bid</u>	\$ _____	
61. TRASH CAN, RUBBERMAID, 44 GAL, #2643-G WITH LID #2645-G BRAND PROPOSED: <u>Continental & Rubbermaid</u> 2 EACH	\$ <u>40.25</u>	\$ <u>483.00</u>	wastebasket & lid Sold seperately
62. VACUUM BAG "C" FOR MIGHTY MITE, 36/CASE BRAND PROPOSED: _____ 6 CASES	\$ <u>No Bid</u>	\$ _____	
63. VACUUM BELTS, HOOVER CELEBRITY IV FLAT BRAND PROPOSED: _____ 50 EACH	\$ <u>No Bid</u>	\$ _____	
64. VACUUM BELTS, ROUND, FOR EUREKA UPRIGHT, EACH BRAND PROPOSED: _____ 150 EACH	\$ <u>No Bid</u>	\$ _____	
65. VACUUM BELTS, ROUND, HOOVER #49258 BRAND PROPOSED: _____ 25 EACH	\$ <u>No Bid</u>	\$ _____	

66. EXTENSION HANDLES, 60 INCH FOR BROOMS BRAND PROPOSED: _____	75 EACH	\$ <u>No Bid</u>	\$ _____
67. BROOM, STREET, 16 INCH WITH HANDLE BRAND PROPOSED: _____	12 EACH	\$ <u>No Bid</u>	\$ _____
68. BRUSHES, TOILET BRISTLE BRAND PROPOSED: <u>Rubbermaid</u>	150 EACH	\$ <u>1.75</u>	\$ <u>262.50</u>
69. BUCKETS, 10 QT, GALVANIZED BRAND PROPOSED: _____	12 EACH	\$ <u>No Bid</u>	\$ _____
70. BROOMS, WISK, 12 INCH BRAND PROPOSED: _____	24 EACH	\$ <u>No Bid</u>	\$ _____
71. 3M-6472 INSTA-LOK DOODLEBUG PAD BLOCK BRAND PROPOSED: _____	5 EACH	\$ <u>No Bid</u>	\$ _____
72. 3M-6473 INSTA-LOK DOODLEBUG HAND BLOCK BRAND PROPOSED: _____	5 EACH	\$ <u>No Bid</u>	\$ _____
73. KNEE PADS, RUBBER BRAND PROPOSED: _____	2 SETS	\$ <u>No Bid</u>	\$ _____
74. DISPENSERS- LEV-R-MATIC, ROLL TIP #970 ROLL TOWEL BRAND PROPOSED: _____	12 EACH	\$ <u>No Bid</u>	\$ _____
75. DUSTERS, FEATHER, OSTRICH BRAND PROPOSED: <u>Unisan</u>	48 EACH	\$ <u>5.17</u>	\$ <u>248.16</u>
76. DUSTERS, EXTENSION, 70" BRAND PROPOSED: <u>Unisan</u>	36 EACH	\$ <u>6.54</u>	\$ <u>234.44</u>
77. DISPENSER PEER-SOAP #100 W/PLASTIC GLOBE BRAND PROPOSED: _____	24 EACH	\$ <u>No Bid</u>	\$ _____
78. DISPENSER- FEMININE NAPKIN, J-6, 25 CENT RELEASE BRAND PROPOSED: _____	2 EACH	\$ <u>No Bid</u>	\$ _____
79. DISPENSER- TOILET PAPER, SCOTT #969 BRAND PROPOSED: _____	30 EACH	\$ <u>No Bid</u>	\$ _____
80. NAPKINS- NEW DISPOSABLE UNIT, RUBBERMAID #6140 BRAND PROPOSED: <u>Rubbermaid</u>	12 EACH	\$ <u>40.48</u>	\$ <u>485.76</u>
81. BAGS, DISPOSABLE SANITARY UNIT, RUBBERMAID #6141, 250/BOX BRAND PROPOSED: <u>Hospeco</u>	12 BOXES	\$ <u>19.25</u>	\$ <u>231.00</u>
82. DISPOSABLE TOILET SEAT COVERS, PAPER, 250/PKG, 20 PKGS/CASE BRAND PROPOSED: <u>Hospeco</u>	50 CASES	\$ <u>29.06</u>	\$ <u>1453.00</u>
83. DUST MOP HEAD FRAME, 36 INCH X 5 INCH BRAND PROPOSED: <u>Unisan</u>	24 EACH	\$ <u>4.73</u>	\$ <u>113.52</u>

84. MATS, WALKOFF, 3 FT X 5 FT, COLOR: GRAY BRAND PROPOSED: _____	10 EACH	\$ <u>No Bid</u>	\$ _____
85. MATS, WALKOFF, 4 FT X 6 FT, COLOR: GRAY BRAND PROPOSED: _____	10 EACH	\$ <u>No Bid</u>	\$ _____
86. DUSTMOP, 24" x 5", HANDLE & MOPHEAD HOLDER BRAND PROPOSED: _____	10 EACH	\$ <u>No Bid</u>	\$ _____
87. MOP HANDLE, 60 INCH, WING NUT BRAND PROPOSED: _____	75 EACH	\$ <u>No Bid</u>	\$ _____
88. MOP DUST HEADS, 36" x 5" BRAND PROPOSED: <u>Unisan</u>	75 EACH	\$ <u>7.15</u>	\$ <u>536.25</u>
89. MOP DUST HEADS, 24" x 5" BRAND PROPOSED: <u>Unisan</u>	100 EACH	\$ <u>5.29</u>	\$ <u>529.00</u>
90. FLOOR SQUEEGEE, CURVED DUAL EDGE, 18 INCH BRAND PROPOSED: _____	6 EACH	\$ <u>No Bid</u>	\$ _____
91. MOP, DUST, 18" x 5" BRAND PROPOSED: _____	36 EACH	\$ <u>No Bid</u>	\$ _____
92. HANDLE & FRAME FOR 18" x 5" DUST MOP BRAND PROPOSED: _____	12 EACH	\$ <u>No Bid</u>	\$ _____
93. OIL DRY, 40 OR 50LB BAGS BRAND PROPOSED: _____ LBS/BAG: _____ 20 BAGS		\$ <u>No Bid</u>	\$ _____
94. PADS, BUFFING/POLISHING, 16 INCH, RED, 5/CASE BRAND PROPOSED: _____	10 CASES	\$ <u>No Bid</u>	\$ _____
95. PADS, BLACK, SCRUBBING, 16 INCH, THICK LINE, 5/CASE BRAND PROPOSED: _____	5 CASES	\$ <u>No Bid</u>	\$ _____
96. DUST PANS, METAL BRAND PROPOSED: <u>Impact</u>	24 EACH	\$ <u>3.76</u>	\$ <u>90.24</u>
97. PADS, BROWN, STRIPPING, 16 INCH, 3M BLACK LABEL, 5/CASE BRAND PROPOSED: _____	10 CASES	\$ <u>No Bid</u>	\$ _____
98. PADS, BUFFING, SCOTCH BIRE RED, 20 INCH, 5/CASE BRAND PROPOSED: <u>Continental</u>	10 CASES	\$ <u>11.13</u>	\$ <u>111.30</u>
99. PADS, WHITE LABEL, 20 INCH, 5/CASE BRAND PROPOSED: <u>Continental</u>	25 CASES	\$ <u>11.13</u>	\$ <u>278.25</u>
100. PADS, WHITE SUPER POLISH, 16 INCH, 5/CASE BRAND PROPOSED: _____	25 CASES	\$ <u>No Bid</u>	\$ _____
101. SQUEEGEE REFILL, RUBBER, 18 INCH BRAND PROPOSED: _____	24 EACH	\$ <u>No Bid</u>	\$ _____

102. RAGS, CLEANING, POLO (PRICE/LB) BRAND PROPOSED: <u>Textile</u> 150 LBS	\$ <u>0.65</u>	\$ <u>97.50</u>	<i>Priced Per LB, Sold Per CT of 501</i>
103. RAGS, DIAPER, 50LB CASE BRAND PROPOSED: _____ 6 CASES	\$ <u>No Bid</u>	\$ _____	
104. SQUEEGEE W/METAL BRACKET, 7 3/4, WITH HANDLE BRAND PROPOSED: _____ 12 EACH	\$ <u>No Bid</u>	\$ _____	
105. SQUEEGEE W/METAL BRACKET, 11 3/4, WITH HANDLE BRAND PROPOSED: _____ 12 EACH	\$ <u>No Bid</u>	\$ _____	
106. SQUEEGEE W/METAL BRACKET, 18", WITH HANDLE BRAND PROPOSED: _____ 12 EACH	\$ <u>No Bid</u>	\$ _____	
107. DIXIE #302 PAPER CUPS, 7 OZ, 2500/CASE BRAND PROPOSED: _____ 5 CASES	\$ <u>No Bid</u>	\$ _____	
108. DIXIE #701 PAPER CUPS, 3 OZ, 5000/CASE BRAND PROPOSED: _____ 20 CASES	\$ <u>No Bid</u>	\$ _____	
109. ROLL TOWELS, SCOTT #414 PRE-EMBOSSSED BRAND PROPOSED: <u>Heavenly-Soft</u> 500 CASES TOTAL LINEAR FEET / CASE: <u>1924</u>	\$ <u>18.01</u>	\$ <u>9,005.00</u>	<i>Linear Ft: 1824</i>
111. URINAL SANI-SCREEN BRAND PROPOSED: <u>Hospeco</u> 100 EACH	\$ <u>0.66</u>	\$ <u>66.00</u>	<i>Priced per EA, Sold per CT of 12</i>
112. CITRUS DEGREASER, JEWELL BRAND OR EQUAL, 1 GAL, 6/CASE BRAND PROPOSED: _____ 12 CASES	\$ <u>No Bid</u>	\$ _____	
113. DELUX-WAX COTE, 1 GAL, 6/CASE BRAND PROPOSED: _____ 12 CASES	\$ <u>No Bid</u>	\$ _____	
114. DCL SOLUTIONS MFG. "PAK-ITS"™, WATER-SOLUBLE LIQUID PACKETS #C405 LOW-FOAM EXTRACTION CLEANER, 50 PACKETS/CONTAINER, 4 GAL YIELD/PACKET BRAND PROPOSED: _____ 5 CONT.	\$ <u>No Bid</u>	\$ _____	
115. DCL SOLUTIONS MFG. "PAK-ITS"™, WATER SOLUBLE LIQUID PACKETS #C415 HIGH TRAFFIC LANE CLEANER, 50 PACKETS/CONTAINER 1 GAL YIELD/PACKET BRAND PROPOSED: _____ 5 CONT.	\$ <u>No Bid</u>	\$ _____	
116. DCL SOLUTIONS MFG. "PAK-ITS"™, WATER SOLUBLE LIQUID PACKETS #C420 ALL-PURPOSE LIQUID DEFOAMER, 80 PACKETS/CONTAINER 4 GAL YIELD/PACKET BRAND PROPOSED: _____ 5 CONT.	\$ <u>No Bid</u>	\$ _____	
117. DCL SOLUTIONS MFG. "PAK-ITS"™, WATER SOLUBLE LIQUID PACKETS #Q305 GLASS & HARD SURFACE CLEANER, 80 PACKETS/CONTAINER 1 QUART YIELD/PACKET BRAND PROPOSED: _____ 25 BOXES.	\$ <u>No Bid</u>	\$ _____	

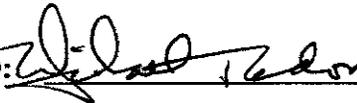
118. DCL SOLUTIONS MFG. "PAK-ITS"™, WATER SOLUBLE LIQUID PACKETS
 #Q310 CITRUS ALL-PURPOSE CLEANER, 80 PACKETS/CONTAINER
 1 QUART YIELD/PACKET
 BRAND PROPOSED: _____ 5 CONT. \$ No Bid \$ _____
119. DCL SOLUTIONS MFG. "PAK-ITS"™, WATER SOLUBLE LIQUID PACKETS
 #Q320 NON-ACID BOWL & BATHROOM CLEANER, 80 PACKETS/CONTAINER
 1 QUART YIELD/PACKET
 BRAND PROPOSED: _____ 5 CONT. \$ No Bid \$ _____
120. DCL SOLUTIONS MFG. "PAK-ITS"™, WATER SOLUBLE LIQUID PACKETS
 #Q330 CARPET PRE-SPOTTER, 80 PACKETS/CONTAINER
 ½ QUART YIELD/PACKET
 BRAND PROPOSED: _____ 5 CONT. \$ No Bid \$ _____
- 121.1 QUART CONTAINERS WITH SPRAY TRIGGER FOR ABOVE
 PRODUCTS WITH RIGHT-TO-KNOW INFO ON CONTAINER
 BRAND PROPOSED: _____ 75 EA. CONT. \$ No Bid \$ _____
122. RUBBER GLOVES, SIZE XL, NO LATEX, 1 DOZ./PG
 BRAND PROPOSED: _____ 4 CASES \$ No Bid \$ _____
123. GLOVES, EXAM, PVC, 100/BOX, 10 BX/CS, GLIVEX OR EQUAL
 BRAND PROPOSED: Akers 25 CASES \$ 26.04 \$ 651.00 *Priced per CT of 10,
 Sold per CT of 10.*
124. ACCLAIM TOILET PAPER #15800 (NO SUBS) 40 CASES \$ No Bid \$ _____
125. HOT DRINK CUPS 8 OZ 8 CASES \$ No Bid \$ _____
126. COLD DRINK CUPS 8 OZ 8 CASES \$ No Bid \$ _____
128. DISH DETERGENT 1 QT. 8 CASES \$ No Bid \$ _____
129. GLASS CLEANER SPRAY 32 OZ. 6 CASES \$ 18.86 \$ 113.16
130. INSECT SPRAY P-30 CHERRY BLOSSOM 12 OZ CAN 24 CASES \$ No Bid \$ _____
131. FAST ORANGE HAND CLEANER PUMP 25 CASES \$ No Bid \$ _____
132. PALMITA V HAND SOAP HONEY ALMOND (NO SUBS) 5 CASES \$ 43.84 \$ 1096.00
133. 3M BRAND SCRUBBER SPONGES, 20/BOX 2 CASES \$ No Bid \$ _____
134. ROLL TOWEL WHITE #6820 NORTH RIVER
 8"X800FT 6 ROLLS TO CASE 160 CASES \$ 22.34 \$ 3,574.40
135. GEORGIA PACIFIC WHITE ROLL #89460
 10"X40" 110 CASES \$ No Bid \$ _____
136. GEORGIA PACIFIC BROWN TOWEL
 #89440 8.25"X700" SKID OF 55 210 CASES \$ No Bid \$ _____
- DELIVERY: 1-2 DAYS ARO

VARIATIONS: Minor packaging variations
as noted

#124 - Acclaim 15800 replaced by Envision 19880

#134 - Metro Paper RT802W 6/800'

SIGNATURE PAGE

SIGNED: 

COMPANY: South Jersey Paper Products

NAME: Michael Tedor
(PRINTED OR TYPED)

ADDRESS: 2400 Industrial Way
Vineland NJ

TITLE: Bid Coordinator

TELE #: 856-691-2605

DATE: 9/20/12

FAX #: 856-794-8979

TO THE BOARD OF CHOSEN FREEHOLDERS
OF THE COUNTY OF GLOUCESTER

GENTLEMEN:

THE UNDERSIGNED HEREBY DECLARES THAT HE/SHE HAS CAREFULLY EXAMINED THE SPECIFICATIONS AND PROPOSAL FORM FOR THE BELOW JANITORIAL SUPPLIES, FOR WHICH BIDS WILL BE OPENED AND READ IN PUBLIC ON THE DATE ADVERTISED IN THE NEWSPAPER IN THE PURCHASING DEPARTMENT, 2nd FLOOR, COUNTY ADMINISTRATION BUILDING, 2 S. BROAD STREET, WOODBURY, NJ 08096.

THE BIDDER FURTHER DECLARES THAT HE/SHE WILL CONTRACT WITH THE COUNTY OF GLOUCESTER TO FURNISH THE REQUIRED ITEM IN ACCORDANCE WITH THE PRESCRIBED SPECIFICATIONS AT THE PRICES OFFERED BELOW.

ITEM	DESCRIPTION	EST. QTY.	UNIT PRICE	TOTAL
1.	DRACKETT, WHISTLE ALL PURPOSE, CLEANER, ALL BOTTLES MUST HAVE SPRAY TRIGGER - 32 OZ, 12/CASE BRAND PROPOSED: <u>Fast Ball</u>	50 CASES	<u>\$21.47</u>	<u>\$1073.50</u>
2.	AUSTINS A-1 BLEACH, 1 GAL, 6/CASE BRAND PROPOSED: <u>Kik</u>	75 CASES	<u>\$9.72</u>	<u>\$729.00</u>
3.	BAB-O POWDERED CLEANSER, 21 OZ, 30/CASE BRAND PROPOSED: <u>Kitchen Kleen</u>	30 CASES	<u>\$15.88</u>	<u>\$476.40</u>
4.	PINE SCENTED CLEANER/DEODORIZER, 1 GAL, 4/CASE BRAND PROPOSED: <u>Pine Fresh</u>	125 CASES	<u>\$21.72</u>	<u>\$2715.00</u>
5.	SURFACE SPRAY DISINFECTANT (LYSOL, FRESH SCENT OR EQUAL) 15.5 12 OZ, 12/CASE BRAND PROPOSED: <u>Pro Series</u>	250 CASES	<u>\$26.81</u>	<u>\$6702.50</u>
6.	STAINLESS STEEL CLEANER, 18 OZ, 12/CASE BRAND PROPOSED: <u>Pro Series</u>	20 CASES	<u>\$21.96</u>	<u>\$439.20</u>
7.	BOWL CLEANER, LIQUID CONCENTRATE, 1 QT, 12/CASE BRAND PROPOSED: <u>Bowl Bryte</u>	300 CASES	<u>\$17.32</u>	<u>\$5196.00</u>
8.	BROOMS, STRAW BRAND PROPOSED: <u>Wilson E502028</u>	52 EACH	<u>\$5.68</u>	<u>\$295.36</u>
9.	DEODORANT, LIQUID CONCENTRATE, 1.5 OZ, 13/BOX BRAND PROPOSED: <u>Fresh 101</u>	75 BOXES	<u>\$19.44</u>	<u>\$1458.00</u>
10.	DRAIN OPENER, 1 QT, 12/CASE BRAND PROPOSED: <u>Force</u>	24 CASES	<u>\$26.12</u>	<u>\$626.88</u>

11. STANDARD LATEX RUBBER GLOVES, 12 PAIRS/BAG, MEDIUM BRAND PROPOSED: <u>Safety Zone</u> 12 BAGS	<u>\$6.48</u>	<u>\$77.76</u>
12. STANDARD LATEX RUBBER GLOVES, 12 PAIRS/AG, LARGE BRAND PROPOSED: <u>Safety Zone</u> 12 BAGS	<u>\$6.48</u>	<u>\$77.76</u>
13. WET MOP HEADS, 12 OZ BRAND PROPOSED: <u>Wilson A40112</u> 175 EACH	<u>\$2.08</u>	<u>\$364.00</u>
14. WET MOP HEADS, 24 OZ BRAND PROPOSED: <u>Wilson A401124</u> 175 EACH	<u>\$3.52</u>	<u>\$616.00</u>
15. WET MOP HEADS, 16 OZ BRAND PROPOSED: <u>Wilson A401116</u> 100 EACH	<u>\$2.46</u>	<u>\$246.00</u>
16. WET MOP HEADS, 16 OZ., RAYON ONLY BRAND PROPOSED: <u>Wilson A4114116</u> 50 EACH	<u>\$2.72</u>	<u>\$136.00</u>
17. JOHNNI MOPS, SOFT TOILET BRUSHES, 100/CASE BRAND PROPOSED: <u>Tolco</u> 5 CASES	<u>\$51.00</u>	<u>\$255.00</u>
18. SIGNS, "CAUTION, WET FLOOR", YELLOW PLASTIC BRAND PROPOSED: <u>Contico</u> 12 EACH	<u>\$6.94</u>	<u>\$83.28</u>
19. PLASTIC WET MOP BUCKET WITH WHEELS, 35 QT. CAPACITY BRAND PROPOSED: <u>Contico</u> 6 EACH	<u>\$28.97</u>	<u>\$173.82</u>
20. WATERLESS HAND CLEANER, 6OZ, 24/CASE BRAND PROPOSED: <u>SBS 30 150ml</u> 10 CASES	<u>\$44.16</u>	<u>\$441.60</u>
21. LAVA BAR SOAP, WRAPPED, 48 BARS/CASE BRAND PROPOSED: <u>Lava</u> 4 CASES	<u>\$38.86</u>	<u>\$155.44</u>
22. LIQUID HAND SOAP, 1 GAL, 4/CASE BRAND PROPOSED: <u>Lemon Drop</u> 50 CASES	<u>\$20.48</u>	<u>\$1024.00</u>
23. FANTASTIC SPRAY CLEANER, 32 OZ, 12/CASE BRAND PROPOSED: <u>Fantastic</u> 5 CASES	<u>\$39.91</u>	<u>\$199.55</u>
24. WASP & HORNET SPRAY, ¹⁴ 12 OZ, 12/CASE BRAND PROPOSED: <u>Clare</u> 10 CASES	<u>\$47.29</u>	<u>\$472.90</u>
25. DUST BRUSH, 8 INCH BRAND PROPOSED: <u>C+S Brush</u> 24 EACH	<u>\$2.82</u>	<u>\$67.68</u>
26. FRANKLIN'S "OFFENSE" FLOOR STRIPPER NON-AMMONIATED, NON-RINSE, 5 GAL CONTAINER BRAND PROPOSED: <u>MPC Flash</u> 40 CONT.	<u>\$43.86</u>	<u>\$1754.40</u>
27. 3M STANCE FLOOR FINISH, 2.5 GAL, 2/CASE BRAND PROPOSED: <u>Endure 2/2.5</u> 50 CASES	<u>\$64.20</u>	<u>\$3210.00</u>

28. 3M CARPET PROTECTOR, 1 GAL BRAND PROPOSED: <u>3M Scotchgard</u> 10 GALS	<u>\$49.30</u>	<u>\$493.00</u>
29. 3M SPOT REMOVER, 12 12 OZ, 12/CASE BRAND PROPOSED: <u>Claire 12/19oz</u> 5 CASES	<u>\$42.70</u>	<u>\$213.50</u>
30. POWDERED CARPET DEODORANT, 14 OZ, 12/CASE BRAND PROPOSED: <u>Fresh N:odor</u> 40 CASES	<u>\$31.64</u>	<u>\$1265.60</u>
31. HEAVY DUTY DRAIN ACID , LIQUID, 1 QT, 12/CASE BRAND PROPOSED: <u>Drano Max</u> 20 CASES	<u>\$58.11</u>	<u>\$1162.20</u>
32. 3M TROUBLE SHOOTER CLEANER 12 12 OZ, 12/CASE (NO SUBSTITUTES) <u>21</u> 20 CASES	<u>\$128.42</u>	<u>\$2568.40</u>
33. 3M SPRAY BUFF CLEANER & POLISH, 1 GAL., 4/CASE BRAND PROPOSED: <u>Flashback</u> 10 CASES	<u>\$27.89</u>	<u>\$278.90</u>
34. SPIC & SPAN CONCENTRATED POWDER CLEANER, 27 OZ, 12/CASE (NO SUBSTITUTES) 20 CASES	<u>\$81.79</u>	<u>\$1635.80</u>
35. JOHNSON'S LEMON SHINE-UP FURNITURE WAX, 15 ¹⁹ OZ, 12/CASE BRAND PROPOSED: <u>Claire</u> 10 CASES	<u>\$33.54</u>	<u>\$335.40</u>
36. NOXON METAL POLISH #7, 12 OZ, 6/CASE BRAND PROPOSED: <u>Noxon</u> 3 CASES	<u>\$38.87</u>	<u>\$116.61</u>
37. RUG SHAMPOO, 1 GAL, 6 6/CASE BRAND PROPOSED: <u>Majestic 4/1 gal</u> 15 CASES	<u>\$38.64</u>	<u>\$579.60</u>
38. TERRAZZO SEAL, 1 GAL CONTAINERS BRAND PROPOSED: <u>Granite</u> 20 GAL	<u>\$9.89</u>	<u>\$197.80</u>
39. CAKE SOAP, IVORY OR EQUAL, UNWRAPPED, #3 BARS, 200/CASE BRAND PROPOSED: <u>Dial Basic</u> 10 CASES	<u>\$44.64</u>	<u>\$446.40</u>
40. FAST ORANGE HAND CLEANER, 2.5 ⁶ OZ BOTTLES BRAND PROPOSED: <u>Boraxo Orange</u> 24 BOTTLES	<u>\$2.38</u>	<u>\$57.12</u>
41. FEMININE NAPKINS, GARD'S #1474", 250/CASE BRAND PROPOSED: <u>Naturelle #4</u> 10 CASES	<u>\$26.42</u>	<u>\$264.20</u>
42. PLAYTEX SUPER TAMPONS, ROUND, 500/CASE BRAND PROPOSED: <u>Naturelle Tampon</u> 10 CASES	<u>\$54.37</u>	<u>\$543.70</u>
48. INSECT REPELLANT, SKIN, 40 ⁶ OZ CANS, 6/CASE BRAND PROPOSED: <u>3M Ultrathon</u> 5 CASES	<u>\$41.29</u>	<u>\$206.45</u>
49. INSECTICIDE FLY SPRAY, 15 ¹⁵ OZ, 12/CASE BRAND PROPOSED: <u>Claire 261</u> 3 CASES	<u>\$47.12</u>	<u>\$141.36</u>

BLACK FLAG OR RAID ANT & ROACH SPRAY, 14 OZ, 12/CASE			
BRAND PROPOSED: <u>Clairc 296</u>	5 CASES	<u>\$44.81</u>	<u>\$224.05</u>
50. INSECTICIDE – ORTHO ANT & ROACH WITH HOSE & SPRAYER, ½ GAL BOTTLE			
BRAND PROPOSED: _____	12 BTLS	<u>\$ No</u>	<u>\$ Bid</u>
51. ANT TRAPS, 6 GRAMS, 3/PKG			
BRAND PROPOSED: _____	15 PKGS	<u>\$ No</u>	<u>\$ Bid</u>
52. WAX APPLICATORS, LAMBS WOOL WITH HANDLE, 10 INCH			
BRAND PROPOSED: _____	20 EACH	<u>\$ No</u>	<u>\$ Bid</u>
53. WAX APPLICATORS, LAMBS WOOL WITH HANDLE, 16 INCH			
BRAND PROPOSED: <u>UNS 4416</u>	20 EACH	<u>\$17.38</u>	<u>\$347.60</u>
54. WAX APPLICATOR, REFILL, LAMBS WOOL, 10 INCH			
BRAND PROPOSED: _____	25 EACH	<u>\$ No</u>	<u>\$ Bid</u>
WAX APPLICATOR, REFILL, LAMBS WOOL, 16 INCH			
BRAND PROPOSED: <u>UNS 4516</u>	25 EACH	<u>\$9.98</u>	<u>\$249.50</u>
55. VACUUM BAGS, F & G, 150 /CASE			
BRAND PROPOSED: <u>Eureka 50/cs</u>	4 CASES	<u>\$38.80</u>	<u>\$155.20</u>
56. WASTE BASKETS, RUBBERMAID #2956, 12/CASE			
BRAND PROPOSED: <u>Contico 2818</u>	2 CASES	<u>\$39.84</u>	<u>\$79.68</u>
57. BROOM – GARAGE, 24 INCH WITH HANDLE			
BRAND PROPOSED: <u>C+S Brush</u>	12 EACH	<u>\$9.87</u>	<u>\$118.44</u>
58. BROOM – FLOOR, 24 INCH WITH HANDLE			
BRAND PROPOSED: <u>C+S Brush</u>	12 EACH	<u>\$9.96</u>	<u>\$119.52</u>
59. SCRUB BRUSH, 8 INCH			
BRAND PROPOSED: <u>C+S Brush</u>	24 EACH	<u>\$1.78</u>	<u>\$42.72</u>
60. MOP WRINGERS #9759, YELLOW			
BRAND PROPOSED: <u>Contico SW12</u>	12 EACH	<u>\$35.64</u>	<u>\$427.68</u>
61. TRASH CAN, RUBBERMAID, 44 GAL, #2643-G WITH LID #2645-G			
BRAND PROPOSED: <u>Contico 4444</u>	12 EACH	<u>\$34.96</u>	<u>\$419.52</u>
62. VACUUM BAG “C” FOR MIGHTY MITE, 36 /CASE			
BRAND PROPOSED: <u>Eureka 18/cs</u>	6 CASES	<u>\$16.74</u>	<u>\$100.44</u>
63. VACUUM BELTS, HOOVER CELEBRITY IV FLAT			
BRAND PROPOSED: _____	50 EACH	<u>\$ No</u>	<u>\$ Bid</u>
64. VACUUM BELTS, ROUND, FOR EUREKA UPRIGHT, EACH			
BRAND PROPOSED: <u>Eureka</u>	150 EACH	<u>\$.87</u>	<u>\$130.50</u>
65. VACUUM BELTS, ROUND, HOOVER #49258			
BRAND PROPOSED: _____	25 EACH	<u>\$ No</u>	<u>\$ Bid</u>

66. EXTENSION HANDLES, 60 INCH FOR BROOMS BRAND PROPOSED: <u>Wilen</u>	75 EACH	<u>\$2.27</u>	<u>\$170.25</u>
67. BROOM, STREET, 16 INCH WITH HANDLE BRAND PROPOSED: <u>C+S Brush</u>	12 EACH	<u>\$9.98</u>	<u>\$119.76</u>
68. BRUSHES, TOILET BRISTLE BRAND PROPOSED: <u>Wilen</u>	150 EACH	<u>\$1.52</u>	<u>\$228.00</u>
69. BUCKETS, 10 QT, GALVANIZED BRAND PROPOSED: _____	12 EACH	<u>\$ No</u>	<u>\$ Bid</u>
70. BROOMS, WISK, 12 INCH BRAND PROPOSED: <u>C+S Brush</u>	24 EACH	<u>\$3.62</u>	<u>\$86.88</u>
71. 3M-6472 INSTA-LOK DOODLEBUG PAD BLOCK BRAND PROPOSED: <u>3M</u>	5 EACH	<u>\$17.42</u>	<u>\$87.10</u>
72. 3M-6473 INSTA-LOK DOODLEBUG HAND BLOCK BRAND PROPOSED: <u>3M</u>	5 EACH	<u>\$29.28</u>	<u>\$146.40</u>
73. KNEE PADS, RUBBER BRAND PROPOSED: _____	2 SETS	<u>\$ No</u>	<u>\$ Bid</u>
74. DISPENSERS- LEV-R-MATIC, ROLL TIP #970 ROLL TOWEL BRAND PROPOSED: <u>Lev R Matic 9736</u>	12 EACH	<u>\$41.39</u>	<u>\$496.68</u>
75. DUSTERS, FEATHER, OSTRICH BRAND PROPOSED: <u>Tolco 23"</u>	48 EACH	<u>\$9.24</u>	<u>\$443.52</u>
76. DUSTERS, EXTENSION, 70" BRAND PROPOSED: <u>Tolco 82"</u>	36 EACH	<u>\$6.84</u>	<u>\$246.24</u>
77. DISPENSER PEER-SOAP #100 W/PLASTIC GLOBE BRAND PROPOSED: _____	24 EACH	<u>\$ No</u>	<u>\$ Bid</u>
78. DISPENSER- FEMININE NAPKIN, J-6, 25 CENT RELEASE BRAND PROPOSED: <u>J-6-25</u>	2 EACH	<u>\$197.31</u>	<u>\$394.62</u>
79. DISPENSER- TOILET PAPER, SCOTT #969 BRAND PROPOSED: _____	30 EACH	<u>\$ No</u>	<u>\$ Bid</u>
80. NAPKINS- NEW DISPOSABLE UNIT, RUBBERMAID #6140 BRAND PROPOSED: <u>Rubbermaid</u>	12 EACH	<u>\$41.86</u>	<u>\$502.32</u>
81. BAGS, DISPOSABLE SANITARY UNIT, RUBBERMAID #6141, 250/BOX BRAND PROPOSED: <u>Rubbermaid</u>	12 BOXES	<u>\$24.53</u>	<u>\$294.36</u>
82. DISPOSABLE TOILET SEAT COVERS, PAPER, 250/PKG, 20 PKGS/CASE BRAND PROPOSED: <u>Rochester</u>	50 CASES	<u>\$25.82</u>	<u>\$1291.00</u>
83. DUST MOP HEAD FRAME, 36 INCH X 5 INCH BRAND PROPOSED: <u>Wilen</u>	24 EACH	<u>\$3.12</u>	<u>\$74.88</u>

84. MATS, WALKOFF, 3 FT X 5 FT, COLOR: GRAY BRAND PROPOSED: <u>Andersen</u> 10 EACH	<u>\$44.40</u>	<u>\$444.00</u>
85. MATS, WALKOFF, 4 FT X 6 FT, COLOR: GRAY BRAND PROPOSED: <u>Andersen</u> 10 EACH	<u>\$69.36</u>	<u>\$693.60</u>
86. DUSTMOP, 24" x 5", HANDLE & MOPHEAD HOLDER BRAND PROPOSED: <u>Wilen</u> 10 EACH	<u>\$8.64</u>	<u>\$86.40</u>
87. MOP HANDLE, 60 INCH, WING NUT BRAND PROPOSED: <u>C+S Brush</u> 75 EACH	<u>\$5.42</u>	<u>\$406.50</u>
88. MOP DUST HEADS, 36" x 5" BRAND PROPOSED: <u>Wilen Blue</u> 75 EACH	<u>\$5.76</u>	<u>\$432.00</u>
89. MOP DUST HEADS, 24" x 5" BRAND PROPOSED: <u>Wilen Blue</u> 100 EACH	<u>\$4.61</u>	<u>\$461.00</u>
90. FLOOR SQUEEGEE, CURVED DUAL EDGE, 18 INCH BRAND PROPOSED: <u>Contico 24"</u> 6 EACH	<u>\$13.90</u>	<u>\$83.40</u>
91. MOP, DUST, 18" x 5" BRAND PROPOSED: <u>Wilen Blue</u> 36 EACH	<u>\$3.73</u>	<u>\$134.28</u>
92. HANDLE & FRAME FOR 18" x 5" DUST MOP BRAND PROPOSED: <u>Wilen</u> 12 EACH	<u>\$6.88</u>	<u>\$82.56</u>
93. OIL DRY, 40 OR 50LB BAGS BRAND PROPOSED: _____ LBS/BAG: _____ 20 BAGS	<u>\$ No</u>	<u>\$ Bid</u>
94. PADS, BUFFING/POLISHING, 16 INCH, RED, 5/CASE BRAND PROPOSED: <u>Glif</u> 10 CASES	<u>\$7.98</u>	<u>\$79.80</u>
95. PADS, BLACK, SCRUBBING, 16 INCH, THICK LINE, 5/CASE BRAND PROPOSED: <u>Glif</u> 5 CASES	<u>\$7.98</u>	<u>\$39.90</u>
96. DUST PANS, METAL BRAND PROPOSED: <u>Contico</u> 24 EACH	<u>\$2.92</u>	<u>\$70.08</u>
97. PADS, BROWN, STRIPPING, 16 INCH, 3M BLACK LABEL, 5/CASE BRAND PROPOSED: <u>Glif</u> 10 CASES	<u>\$7.98</u>	<u>\$79.80</u>
98. PADS, BUFFING, SCOTCH BIRE RED, 20 INCH, 5/CASE BRAND PROPOSED: <u>Glif</u> 10 CASES	<u>\$11.40</u>	<u>\$114.00</u>
99. PADS, WHITE LABEL, 20 INCH, 5/CASE BRAND PROPOSED: <u>Glif</u> 25 CASES	<u>\$11.40</u>	<u>\$285.00</u>
100. PADS, WHITE SUPER POLISH, 16 INCH, 5/CASE BRAND PROPOSED: <u>Glif</u> 25 CASES	<u>\$7.98</u>	<u>\$199.50</u>
101. SQUEEGEE REFILL, RUBBER, 18 INCH BRAND PROPOSED: _____ 24 EACH	<u>\$ No</u>	<u>\$ Bid</u>

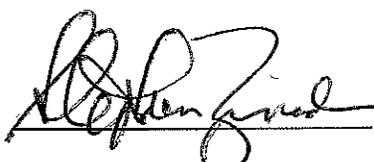
102. RAGS, CLEANING, POLO (PRICE/LB)
 BRAND PROPOSED: _____ 150 LBS \$ No \$ Bid
103. RAGS, DIAPER, 50LB CASE
 BRAND PROPOSED: _____ 6 CASES \$ No \$ Bid
104. SQUEEGEE W/METAL BRACKET, 7 $\frac{1}{2}$ ", WITH HANDLE
 BRAND PROPOSED: Unger 6" 12 EACH \$ 10.90 \$ 130.80
105. SQUEEGEE W/METAL BRACKET, 11 $\frac{1}{2}$ ", WITH HANDLE
 BRAND PROPOSED: Unger 12" 12 EACH \$ 11.45 \$ 137.40
106. SQUEEGEE W/METAL BRACKET, 18", WITH HANDLE
 BRAND PROPOSED: Unger 18" 12 EACH \$ 12.90 \$ 154.80
107. DIXIE #302 PAPER CUPS, 7 OZ, 2500/CASE
 BRAND PROPOSED: Solo 2000/cs 5 CASES \$ 96.80 \$ 484.00
108. DIXIE #701 PAPER CUPS, 3 OZ, 5000/CASE
 BRAND PROPOSED: Solo 2400/cs 20 CASES \$ 74.63 \$ 1492.60
109. ROLL TOWELS, SCOTT #414 PRE-EMBOSSSED
 BRAND PROPOSED: Metro 500 CASES \$ 17.44 \$ 8720.00
 TOTAL LINEAR FEET / CASE: 4800'
111. URINAL SANI-SCREEN
 BRAND PROPOSED: Fresh 12/BX 100 EACH \$ 1.23 \$ 123.00
112. CITRUS DEGREASER, JEWELL BRAND OR EQUAL, 1 GAL, $\frac{4}{5}$ CASE
 BRAND PROPOSED: Orange Plus 12 CASES \$ 65.60 \$ 787.20
4 gal
113. DELUX-WAX COTE, 1 GAL, $\frac{4}{5}$ CASE
 BRAND PROPOSED: DuraGloss 4/gal 12 CASES \$ 47.32 \$ 567.84
114. DCL SOLUTIONS MFG. "PAK-ITS"™, WATER-SOLUBLE LIQUID PACKETS
 #C405 LOW-FOAM EXTRACTION CLEANER, 50 PACKETS/CONTAINER,
 4 GAL YIELD/PACKET
 BRAND PROPOSED: _____ 5 CONT. \$ No \$ Bid
115. DCL SOLUTIONS MFG. "PAK-ITS"™, WATER SOLUBLE LIQUID PACKETS
 #C415 HIGH TRAFFIC LANE CLEANER, 50 PACKETS/CONTAINER
 1 GAL YIELD/PACKET
 BRAND PROPOSED: _____ 5 CONT. \$ No \$ Bid
116. DCL SOLUTIONS MFG. "PAK-ITS"™, WATER SOLUBLE LIQUID PACKETS
 #C420 ALL-PURPOSE LIQUID DEFOAMER, 80 PACKETS/CONTAINER
 4 GAL YIELD/PACKET
 BRAND PROPOSED: _____ 5 CONT. \$ No \$ Bid
117. DCL SOLUTIONS MFG. "PAK-ITS"™, WATER SOLUBLE LIQUID PACKETS
 #Q305 GLASS & HARD SURFACE CLEANER, 80 PACKETS/CONTAINER
 1 QUART YIELD/PACKET
 BRAND PROPOSED: _____ 25 BOXES. \$ No \$ Bid

118. DCL SOLUTIONS MFG. "PAK-ITS"™, WATER SOLUBLE LIQUID PACKETS
 #Q310 CITRUS ALL-PURPOSE CLEANER, 80 PACKETS/CONTAINER
 1 QUART YIELD/PACKET
 BRAND PROPOSED: _____ 5 CONT. \$ No \$ Bid
119. DCL SOLUTIONS MFG. "PAK-ITS"™, WATER SOLUBLE LIQUID PACKETS
 #Q320 NON-ACID BOWL & BATHROOM CLEANER, 80 PACKETS/CONTAINER
 1 QUART YIELD/PACKET
 BRAND PROPOSED: _____ 5 CONT. \$ No \$ Bid
120. DCL SOLUTIONS MFG. "PAK-ITS"™, WATER SOLUBLE LIQUID PACKETS
 #Q330 CARPET PRE-SPOTTER, 80 PACKETS/CONTAINER
 ½ QUART YIELD/PACKET
 BRAND PROPOSED: _____ 5 CONT. \$ No \$ Bid
- 121.1 QUART CONTAINERS WITH SPRAY TRIGGER FOR ABOVE
 PRODUCTS WITH RIGHT-TO-KNOW INFO ON CONTAINER
 BRAND PROPOSED: _____ 75 EA. CONT. \$ No \$ Bid
122. RUBBER GLOVES, SIZE XL, NO LATEX, 1 DOZ./PG
 BRAND PROPOSED: _____ 4 CASES \$ No \$ Bid
123. GLOVES, EXAM, PVC, 100/BOX, 10 BX/CS, GLIVEX OR EQUAL
 BRAND PROPOSED: Safety-Zone 25 CASES \$ 28.20 \$ 705.00
124. ACCLAIM TOILET PAPER #15800 (NO SUBS) 40 CASES \$ 38.52 \$ 1540.80
125. HOT DRINK CUPS 8 OZ 8 CASES \$ 43.19 \$ 345.52
126. COLD DRINK CUPS 8 OZ 8 CASES \$ 98.89 \$ 791.12
128. DISH DETERGENT 1 QT. 8 CASES \$ 22.32 \$ 178.56
129. GLASS CLEANER SPRAY 32 OZ. 6 CASES \$ 28.08 \$ 168.48
130. INSECT SPRAY P-30 CHERRY BLOSSOM 12 OZ CAN 24 CASES \$ No \$ Bid
131. ^{SBS} ~~EAST~~ ORANGE HAND CLEANER PUMP 25 CASES \$ 58.48 \$ 1462.00
132. PALMITA V HAND SOAP HONEY ALMOND (NO SUBS) 5 CASES \$ No \$ Bid
133. 3M BRAND SCRUBBER SPONGES, 20/BOX 2 CASES \$ 37.92 \$ 75.84
134. ROLL TOWEL WHITE #6820 ~~NORTH RIVER~~
 8"X800FT 6 ROLLS TO CASE METRO 160 CASES \$ 21.86 \$ 3497.60
135. GEORGIA PACIFIC WHITE ROLL #89460
 10"X40" 110 CASES \$ 49.86 \$ 5484.60
136. GEORGIA PACIFIC BROWN TOWEL
 #89440 8.25"X700" SKID OF 55 210 CASES \$ 46.44 \$ 9752.40

DELIVERY: 7-10 DAYS ARO

VARIATIONS: _____

SIGNATURE PAGE

SIGNED:  COMPANY: Standard Maintenance Supply Co. INC.
NAME: Stephen Zinader ADDRESS: 1133 Fries Mill Rd., PO Box 406
(PRINTED OR TYPED) Franklinville, NJ 08322
TITLE: President TELE #: 856-694-1400
DATE: 9/24/12 FAX #: 856-694-1402

TO THE BOARD OF CHOSEN FREEHOLDERS
OF THE COUNTY OF GLOUCESTER

GENTLEMEN:

THE UNDERSIGNED HEREBY DECLARES THAT HE/SHE HAS CAREFULLY EXAMINED THE SPECIFICATIONS AND PROPOSAL FORM FOR THE BELOW JANITORIAL SUPPLIES, FOR WHICH BIDS WILL BE OPENED AND READ IN PUBLIC ON THE DATE ADVERTISED IN THE NEWSPAPER IN THE PURCHASING DEPARTMENT, 2nd FLOOR, COUNTY ADMINISTRATION BUILDING, 2 S. BROAD STREET, WOODBURY, NJ 08096.

THE BIDDER FURTHER DECLARES THAT HE/SHE WILL CONTRACT WITH THE COUNTY OF GLOUCESTER TO FURNISH THE REQUIRED ITEM IN ACCORDANCE WITH THE PRESCRIBED SPECIFICATIONS AT THE PRICES OFFERED BELOW.

ITEM	DESCRIPTION	EST. QTY.	UNIT PRICE	TOTAL
1.	DRACKETT <u>WHISTLE</u> ALL PURPOSE, CLEANER, ALL BOTTLES MUST HAVE SPRAY TRIGGER - 32 OZ, 12/CASE BRAND PROPOSED: <u>WHISTLE</u>	50 CASES	\$ <u>58.00</u>	\$ <u>2900.00</u>
2.	AUSTINS A-1 BLEACH, 1 GAL, 6/CASE BRAND PROPOSED: <u>AUSTIN A-1</u>	75 CASES	\$ <u>11.15</u>	\$ <u>836.25</u>
3.	BAB-O POWDERED CLEANSER, 21 OZ, 30/CASE BRAND PROPOSED: <u>Kitchen Kleenex 24/21oz</u>	30 CASES	\$ <u>15.20</u>	\$ <u>456.00</u>
4.	PINE SCENTED CLEANER/DEODORIZER, 1 GAL, 4/CASE BRAND PROPOSED: <u>Sms</u>	125 CASES	\$ <u>19.85</u>	\$ <u>2481.25</u>
5.	SURFACE SPRAY DISINFECTANT (LYSOL, FRESH SCENT OR EQUAL) 12 OZ, 12/CASE BRAND PROPOSED: <u>CHASE #5157</u>	250 CASES	\$ <u>33.75</u>	\$ <u>8437.50</u>
6.	STAINLESS STEEL CLEANER, 18 OZ, 12/CASE BRAND PROPOSED: <u>CHASE #5153</u>	20 CASES	\$ <u>39.00</u>	\$ <u>780.00</u>
7.	BOWL CLEANER, LIQUID CONCENTRATE, 1 QT, 12/CASE BRAND PROPOSED: <u>WHIRLPOOL</u>	300 CASES	\$ <u>27.00</u>	\$ <u>8100.00</u>
8.	BROOMS, STRAW BRAND PROPOSED: <u>#932Y w/wire band</u>	52 EACH	\$ <u>5.25</u>	\$ <u>273.00</u>
9.	DEODORANT, LIQUID CONCENTRATE, 1.5 OZ, 13/BOX BRAND PROPOSED: <u>FRESH Products</u>	75 BOXES	\$ <u>22.25</u>	\$ <u>1668.75</u>
10.	DRAIN OPENER, 1 QT, 12/CASE BRAND PROPOSED: <u>Sms DRAIN</u>	24 CASES	\$ <u>29.50</u>	\$ <u>708.00</u>

- | | | | |
|---|----------|-----------------|-------------------|
| 11. STANDARD LATEX RUBBER GLOVES, 12 PAIRS/BAG, MEDIUM | | | |
| BRAND PROPOSED: <u>Comfitwear</u> | 12 BAGS | \$ <u>4.60</u> | \$ <u>55.20</u> |
| 12. STANDARD LATEX RUBBER GLOVES, 12 PAIRS/AG, LARGE | | | |
| BRAND PROPOSED: <u>Comfitwear</u> | 12 BAGS | \$ <u>4.60</u> | \$ <u>55.20</u> |
| 13. WET MOP HEADS, 12 OZ | | | |
| BRAND PROPOSED: _____ | 175 EACH | \$ _____ | \$ _____ |
| 14. WET MOP HEADS, 24 OZ | | | |
| BRAND PROPOSED: <u>24oz Cotton/Rayon</u> | 175 EACH | \$ <u>4.40</u> | \$ <u>770.00</u> |
| 15. WET MOP HEADS, 16 OZ | | | |
| BRAND PROPOSED: <u>16oz Cotton/Rayon</u> | 100 EACH | \$ <u>3.25</u> | \$ <u>325.00</u> |
| 16. WET MOP HEADS, 16 OZ., RAYON ONLY | | | |
| BRAND PROPOSED: <u>16oz Rayon</u> | 50 EACH | \$ <u>3.50</u> | \$ <u>175.00</u> |
| 17. JOHNNI MOPS, SOFT TOILET BRUSHES <u>100/CASE</u> | | | |
| BRAND PROPOSED: <u>#204 Swabs</u> | 5 CASES | \$ <u>49.00</u> | \$ <u>245.00</u> |
| 18. SIGNS, "CAUTION, WET FLOOR", YELLOW PLASTIC | | | |
| BRAND PROPOSED: <u>#9152 Impact</u> | 12 EACH | \$ <u>8.00</u> | \$ <u>96.00</u> |
| 19. PLASTIC WET MOP BUCKET WITH WHEELS, <u>and handles</u> 35 QT. CAPACITY | | | |
| BRAND PROPOSED: <u>#3690404 Curlye</u> | 6 EACH | \$ <u>62.00</u> | \$ <u>372.00</u> |
| 20. WATERLESS HAND CLEANER, 6 OZ, 24/CASE | | | |
| BRAND PROPOSED: _____ | 10 CASES | \$ _____ | \$ _____ |
| 21. LAVA BAR SOAP, WRAPPED, 48 BARS/CASE | | | |
| BRAND PROPOSED: <u>LAVA</u> | 4 CASES | \$ <u>42.00</u> | \$ <u>168.00</u> |
| 22. LIQUID HAND SOAP, 1 GAL <u>4/CASE</u> | | | |
| BRAND PROPOSED: <u>White Pearl</u> | 50 CASES | \$ <u>20.60</u> | \$ <u>1030.00</u> |
| 23. <u>FANTASTIC</u> SPRAY CLEANER, 32 OZ, 12/CASE | | | |
| BRAND PROPOSED: <u>Fantastic</u> | 5 CASES | \$ <u>42.00</u> | \$ <u>210.00</u> |
| 24. WASP & HORNET SPRAY, 12 OZ, 12/CASE | | | |
| BRAND PROPOSED: <u>#5108 Chase</u> | 10 CASES | \$ <u>50.50</u> | \$ <u>505.00</u> |
| 25. DUST BRUSH, 8 INCH | | | |
| BRAND PROPOSED: <u>#5308 Dustbrush</u> | 24 EACH | \$ <u>2.45</u> | \$ <u>58.80</u> |
| 26. FRANKLIN'S "OFFENSE" FLOOR STRIPPER
NON-AMMONIATED, NON-RINSE, 5 GAL CONTAINER | | | |
| BRAND PROPOSED: <u>SMS Super No-Rinse</u> | CONT. | \$ <u>50.50</u> | \$ <u>2020.00</u> |
| 27. 3M STANCE FLOOR FINISH, 2.5 GAL, 2/CASE | | | |
| BRAND PROPOSED: <u>SMS Miracles-25</u> | 50 CASES | \$ <u>55.50</u> | \$ <u>2775.00</u> |

28. 3M CARPET PROTECTOR, 1 GAL
 BRAND PROPOSED: 8:1 dilution 10 GALS \$ 113.00 \$ 1130.00
29. 3M SPOT REMOVER, 12 OZ, 12/CASE
 BRAND PROPOSED: #10620 Eliminator 5 CASES \$ 47.00 \$ 235.00
30. POWDERED CARPET DEODORANT, 14 OZ, 12/CASE
 BRAND PROPOSED: Shakedown 40 CASES \$ 30.50 \$ 1220.00
31. HEAVY DUTY DRAIN ACID, LIQUID, 1 QT, 12/CASE
 BRAND PROPOSED: Sms Acid Drain 20 CASES \$ 29.50 \$ 590.00
32. 3M TROUBLE SHOOTER CLEANER 12 OZ, 12/CASE
~~(NO SUBSTITUTES)~~ #5166 Chem 20 CASES \$ 36.00 \$ 720.00
33. 3M SPRAY BUFF CLEANER & POLISH, 1 GAL., 4/CASE
 BRAND PROPOSED: Reflect Spray Buff 10 CASES \$ 29.80 \$ 298.00
34. SPIC & SPAN CONCENTRATED POWDER
 CLEANER, 27 OZ, 12/CASE (NO SUBSTITUTES) 20 CASES \$ 94.00 \$ 1880.00
35. JOHNSON'S LEMON SHINE-UP FURNITURE WAX, 15 OZ, 12/CASE
 BRAND PROPOSED: #9136 Chem 10 CASES \$ 33.50 \$ 335.00
36. NOXON METAL POLISH #7, 12 OZ, 6/CASE
 BRAND PROPOSED: _____ 3 CASES \$ _____ \$ _____
37. RUG SHAMPOO, 1 GAL, ~~60 CASE~~ 4/1 gal
 BRAND PROPOSED: Sms Extractor 15 CASES \$ 21.50 \$ 322.50
38. TERRAZZO SEAL, 1 GAL CONTAINERS
 BRAND PROPOSED: _____ 20 GAL \$ _____ \$ _____
39. CAKE SOAP, IVORY OR EQUAL, UNWRAPPED, #3 BARS, 200/CASE
 BRAND PROPOSED: _____ 10 CASES \$ _____ \$ _____
40. FAST ORANGE HAND CLEANER, 7.5 OZ BOTTLES
 BRAND PROPOSED: _____ 24 BOTTLES \$ 1.85 \$ 44.40
 12/13
41. FEMININE NAPKINS, GARD'S #1474 250/CASE
 BRAND PROPOSED: #4 Natural 10 CASES \$ 35.00 \$ 350.00
42. PLAYTEX SUPER TAMPONS, ROUND 500/CASE
 BRAND PROPOSED: Tampax 10 CASES \$ 63.50 \$ 635.00
48. INSECT REPELLANT, SKIN, 5 OZ CANS, 6/CASE
 BRAND PROPOSED: _____ 5 CASES \$ _____ \$ _____
49. INSECTICIDE FLY SPRAY, 12 OZ, 12/CASE
 BRAND PROPOSED: #5102 Chem 3 CASES \$ 43.50 \$ 130.50

BLACK FLAG OR RAID ANT & ROACH SPRAY; 14 OZ, 12/CASE			
BRAND PROPOSED: <u>#5107 Charl</u>	5 CASES	\$ <u>53.00</u>	\$ <u>265.00</u>
50. INSECTICIDE – ORTHO ANT & ROACH WITH HOSE & SPRAYER, ½ GAL BOTTLE			
BRAND PROPOSED: _____	12 BTLS	\$ _____	\$ _____
51. ANT TRAPS, 6 GRAMS, 3/PKG			
BRAND PROPOSED: _____	15 PKGS	\$ _____	\$ _____
52. WAX APPLICATORS, LAMBS WOOL <u>WITH HANDLE</u> , ^{12"} 10 INCH			
BRAND PROPOSED: <u>12" Lambswool</u>	20 EACH	\$ <u>13.35</u>	\$ <u>267.00</u>
53. WAX APPLICATORS, LAMBS WOOL <u>WITH HANDLE</u> , ^{18"} 16 INCH			
BRAND PROPOSED: <u>18" Lambswool</u>	20 EACH	\$ <u>19.00</u>	\$ <u>380.00</u>
54. WAX APPLICATOR, REFILL, LAMBS WOOL, 10 INCH			
BRAND PROPOSED: _____	25 EACH	\$ _____	\$ _____
WAX APPLICATOR, REFILL, LAMBS WOOL, 16 INCH			
BRAND PROPOSED: _____	25 EACH	\$ _____	\$ _____
55. VACUUM BAGS, <u>F & G</u> , <u>50/CASE</u>			
BRAND PROPOSED: _____	4 CASES	\$ <u>65.00</u>	\$ <u>260.00</u>
56. WASTE BASKETS, RUBBERMAID #2956, <u>12/CASE</u>			
BRAND PROPOSED: <u>#2818 Contrealt</u>	2 CASES	\$ <u>70.80</u>	\$ <u>141.60</u>
57. BROOM – GARAGE, 24 INCH <u>WITH HANDLE</u>			
BRAND PROPOSED: <u>#20124</u>	12 EACH	\$ <u>7.00</u>	\$ <u>84.00</u>
58. BROOM – FLOOR, 24 INCH <u>WITH HANDLE</u>			
BRAND PROPOSED: <u>#20224</u>	12 EACH	\$ <u>8.50</u>	\$ <u>102.00</u>
59. SCRUB BRUSH, 8 INCH			
BRAND PROPOSED: <u>9" Tampico</u>	24 EACH	\$ <u>2.00</u>	\$ <u>48.00</u>
60. MOP WRINGERS #9759, YELLOW			
BRAND PROPOSED: _____	12 EACH	\$ _____	\$ _____
61. TRASH CAN, RUBBERMAID, 44 GAL, #2643-G WITH LID #2645-G			
BRAND PROPOSED: <u>Contrealt</u>	12 EACH	\$ <u>37.75</u>	\$ <u>453.00</u>
62. VACUUM BAG "C" FOR MIGHTY MITE, 36/CASE			
BRAND PROPOSED: _____	6 CASES	\$ _____	\$ _____
63. VACUUM BELTS, HOOVER CELEBRITY IV FLAT			
BRAND PROPOSED: _____	50 EACH	\$ _____	\$ _____
64. VACUUM BELTS, ROUND, FOR EUREKA UPRIGHT, EACH			
BRAND PROPOSED: <u>Sms</u>	150 EACH	\$ <u>.42</u>	\$ <u>63.00</u>
65. VACUUM BELTS, ROUND, HOOVER #49258			
BRAND PROPOSED: _____	25 EACH	\$ _____	\$ _____

66. EXTENSION HANDLES, 60 INCH FOR BROOMS BRAND PROPOSED: #136 60" metal tip 75 EACH	\$ 2.25	\$ 168.75
67. BROOM, STREET, 16 INCH WITH HANDLE BRAND PROPOSED: #7716 Street Broom 12 EACH	\$ 9.90	\$ 118.80
68. BRUSHES, TOILET BRISTLE BRAND PROPOSED: #6217 Bowl Brush 50 EACH	\$ 2.60	\$ 390.00
69. BUCKETS, 10 QT, GALVANIZED BRAND PROPOSED: 12qt. Galvanized 12 EACH	\$ 8.25	\$ 99.00
70. BROOMS, WISK, 12 INCH BRAND PROPOSED: #951 WY 24 EACH	\$ 3.10	\$ 74.40
71. 3M-6472 INSTA-LOK DOODLEBUG PAD BLOCK BRAND PROPOSED: #2000 Impact 5 EACH	\$ 6.50	\$ 32.50
72. 3M-6473 INSTA-LOK DOODLEBUG HAND BLOCK BRAND PROPOSED: _____ 5 EACH	\$ _____	\$ _____
73. KNEE PADS, RUBBER BRAND PROPOSED: _____ 2 SETS	\$ _____	\$ _____
74. DISPENSERS- LEV-R-MATIC, ROLL TIP #970 ROLL TOWEL BRAND PROPOSED: #09736 Lev-R-Matic 12 EACH	\$ 53.50	\$ 642.00
75. DUSTERS, FEATHER, OSTRICH BRAND PROPOSED: #13FD 48 EACH	\$ 5.40	\$ 259.20
76. DUSTERS, EXTENSION, 70" BRAND PROPOSED: #9442 84" 36 EACH	\$ 8.60	\$ 309.60
77. DISPENSER PEER-SOAP #100 W/PLASTIC GLOBE BRAND PROPOSED: #418LD 24 EACH	\$ 6.00	\$ 144.00
78. DISPENSER- FEMININE NAPKIN, J-6, 25 CENT RELEASE BRAND PROPOSED: _____ 2 EACH	\$ _____	\$ _____
79. DISPENSER- TOILET PAPER, SCOTT #969 BRAND PROPOSED: _____ 30 EACH	\$ _____	\$ _____
80. NAPKINS- NEW DISPOSABLE UNIT, RUBBERMAID #6140 BRAND PROPOSED: #1102 Napkin Paper EACH	\$ 11.85	\$ 142.20
81. BAGS, DISPOSABLE SANITARY UNIT, RUBBERMAID #6141 250/BOX BRAND PROPOSED: _____ 12 BOXES	\$ 25.00	\$ 300.00
82. DISPOSABLE TOILET SEAT COVERS, PAPER, 250/PKG, 20 PKGS/CASE BRAND PROPOSED: #5800 50 CASES	\$ 29.50	\$ 1475.00
83. DUST MOP HEAD FRAME, 36 INCH X 5 INCH BRAND PROPOSED: #1436 24 EACH	\$ 4.10	\$ 98.40

84. MATS, WALKOFF, 3 FT X 5 FT, COLOR: GRAY BRAND PROPOSED: <u>Olfin</u> 10 EACH	\$ <u>31.00</u>	\$ <u>310.00</u>
85. MATS, WALKOFF, 4 FT X 6 FT, COLOR: GRAY BRAND PROPOSED: <u>Olfin</u> 10 EACH	\$ <u>49.50</u>	\$ <u>495.00</u>
86. DUSTMOP, 24" x 5", HANDLE & MOPHEAD HOLDER BRAND PROPOSED: <u>Hub City</u> 10 EACH	\$ <u>8.75</u>	\$ <u>87.50</u>
87. MOP HANDLE, 60 INCH, WING NUT BRAND PROPOSED: <u>Hub City</u> 75 EACH	\$ <u>6.75</u>	\$ <u>506.25</u>
88. MOP DUST HEADS, 36" x 5" BRAND PROPOSED: <u>Hub City</u> 75 EACH	\$ <u>7.20</u>	\$ <u>540.00</u>
89. MOP DUST HEADS, 24" x 5" BRAND PROPOSED: <u>Hub City</u> 100 EACH	\$ <u>5.30</u>	\$ <u>930.00</u>
90. FLOOR SQUEEGEE, CURVED DUAL EDGE, 18 INCH BRAND PROPOSED: <u>Hub City</u> 6 EACH	\$ <u>17.50</u>	\$ <u>105.00</u>
91. MOP, DUST, 18" x 5" BRAND PROPOSED: <u>Hub City</u> 36 EACH	\$ <u>4.85</u>	\$ <u>174.60</u>
92. HANDLE & FRAME FOR 18" x 5" DUST MOP BRAND PROPOSED: <u>Hub City</u> 12 EACH	\$ <u>10.25</u>	\$ <u>123.00</u>
93. OIL DRY, 40 OR 50LB BAGS BRAND PROPOSED: <u>40</u> LBS/BAG: <u>Oil Dry</u> 20 BAGS	\$ <u>6.85</u>	\$ <u>137.00</u>
94. PADS, BUFFING/POLISHING, 16 INCH, RED, 5/CASE BRAND PROPOSED: <u>SMS</u> 10 CASES	\$ <u>11.75</u>	\$ <u>117.50</u>
95. PADS, BLACK, SCRUBBING, 16 INCH, THICK LINE, 5/CASE BRAND PROPOSED: <u>SMS</u> 5 CASES	\$ <u>11.75</u>	\$ <u>58.75</u>
96. DUST PANS, METAL BRAND PROPOSED: <u>Continental</u> 24 EACH	\$ <u>3.70</u>	\$ <u>88.80</u>
97. PADS, BROWN, STRIPPING, 16 INCH, 3M BLACK LABEL, 5/CASE BRAND PROPOSED: <u>SMS</u> 10 CASES	\$ <u>11.75</u>	\$ <u>117.50</u>
98. PADS, BUFFING, SCOTCH BRIRE RED, 20 INCH, 5/CASE BRAND PROPOSED: <u>SMS</u> 10 CASES	\$ <u>14.50</u>	\$ <u>145.00</u>
99. PADS, WHITE LABEL, 20 INCH, 5/CASE BRAND PROPOSED: <u>SMS</u> 25 CASES	\$ <u>14.50</u>	\$ <u>362.50</u>
100. PADS, WHITE SUPER POLISH, 16 INCH, 5/CASE BRAND PROPOSED: <u>SMS</u> 25 CASES	\$ <u>11.75</u>	\$ <u>293.75</u>
101. SQUEEGEE REFILL, RUBBER, 18 INCH BRAND PROPOSED: _____ 24 EACH	\$ _____	\$ _____

102. RAGS, CLEANING, POLO (PRICE/LB) -
 BRAND PROPOSED: White Knight 150 LBS \$ 1.32 \$ 198.00
103. RAGS, DIAPER, 50LB CASE
 BRAND PROPOSED: _____ 6 CASES \$ _____ \$ _____
104. SQUEEGEE W/METAL BRACKET, ^{6"}~~10"~~, WITH HANDLE
 BRAND PROPOSED: Ungea 12 EACH \$ 10.85 \$ 130.20
105. SQUEEGEE W/METAL BRACKET, 11 3/4", WITH HANDLE
 BRAND PROPOSED: Ungea 12 EACH \$ 11.70 \$ 140.40
106. SQUEEGEE W/METAL BRACKET, 18", WITH HANDLE
 BRAND PROPOSED: Ungea 12 EACH \$ 13.20 \$ 158.40
107. DIXIE #302 PAPER CUPS, 7 OZ, 2500/CASE
 BRAND PROPOSED: TMR7C 5 CASES \$ 85.00 \$ 425.00
108. DIXIE #701 PAPER CUPS, 3 OZ, 5000/CASE
 BRAND PROPOSED: _____ 20 CASES \$ _____ \$ _____
109. ROLL TOWELS, SCOTT #414 PRE-EMBOSSED
 BRAND PROPOSED: ^{6/500'} #6820 White Roll 500 CASES \$ 25.00 \$ 12,500.00
 TOTAL LINEAR FEET / CASE: 4800'
111. URINAL SANI-SCREEN
 BRAND PROPOSED: #501 Urinal Screen 100 EACH \$ 2.35 \$ 235.00
112. CITRUS DEGREASER, JEWELL BRAND OR EQUAL, 1 GAL, ^{4/}~~6~~ CASE
 BRAND PROPOSED: SMS 12 CASES \$ 25.50 \$ 306.00
113. DELUX-WAX COTE, 1 GAL, ^{6/CASE}~~6~~
 BRAND PROPOSED: SMS Mergles 25% 12 CASES \$ 78.00 \$ 936.00
114. DCL SOLUTIONS MFG. "PAK-ITS"™, WATER-SOLUBLE LIQUID PACKETS
 #C405 LOW-FOAM EXTRACTION CLEANER, 50 PACKETS/CONTAINER,
 4 GAL YIELD/PACKET
 BRAND PROPOSED: _____ 5 CONT. \$ _____ \$ _____
115. DCL SOLUTIONS MFG. "PAK-ITS"™, WATER SOLUBLE LIQUID PACKETS
 #C415 HIGH TRAFFIC LANE CLEANER, 50 PACKETS/CONTAINER
 1 GAL YIELD/PACKET
 BRAND PROPOSED: _____ 5 CONT. \$ _____ \$ _____
116. DCL SOLUTIONS MFG. "PAK-ITS"™, WATER SOLUBLE LIQUID PACKETS
 #C420 ALL-PURPOSE LIQUID DEFOAMER, 80 PACKETS/CONTAINER
 4 GAL YIELD/PACKET
 BRAND PROPOSED: _____ 5 CONT. \$ _____ \$ _____
117. DCL SOLUTIONS MFG. "PAK-ITS"™, WATER SOLUBLE LIQUID PACKETS
 #Q305 GLASS & HARD SURFACE CLEANER, 80 PACKETS/CONTAINER
 1 QUART YIELD/PACKET
 BRAND PROPOSED: _____ 25 BOXES. \$ _____ \$ _____

118. DCL SOLUTIONS MFG. "PAK-ITS"™, WATER SOLUBLE LIQUID PACKETS
 #Q310 CITRUS ALL-PURPOSE CLEANER, 80 PACKETS/CONTAINER
 1 QUART YIELD/PACKET
 BRAND PROPOSED: _____ 5 CONT. \$ _____ \$ _____
119. DCL SOLUTIONS MFG. "PAK-ITS"™, WATER SOLUBLE LIQUID PACKETS
 #Q320 NON-ACID BOWL & BATHROOM CLEANER, 80 PACKETS/CONTAINER
 1 QUART YIELD/PACKET
 BRAND PROPOSED: _____ 5 CONT. \$ _____ \$ _____
120. DCL SOLUTIONS MFG. "PAK-ITS"™, WATER SOLUBLE LIQUID PACKETS
 #Q330 CARPET PRE-SPOTTER, 80 PACKETS/CONTAINER
 ½ QUART YIELD/PACKET
 BRAND PROPOSED: _____ 5 CONT. \$ _____ \$ _____
- 121.1 QUART CONTAINERS WITH SPRAY TRIGGER FOR ABOVE
 PRODUCTS WITH RIGHT-TO-KNOW INFO ON CONTAINER
 BRAND PROPOSED: _____ 75 EA. CONT. \$ _____ \$ _____
122. RUBBER GLOVES, SIZE XL, NO LATEX, 1 DOZ./PG
 BRAND PROPOSED: _____ 4 CASES \$ _____ \$ _____
123. GLOVES, EXAM, PVC, 100/BOX, 10 BX/CS, GLIVEX OR EQUAL
 BRAND PROPOSED: ComFitwear 25 CASES \$ 26.25 \$ 656.25
124. ACCLAIM TOILET PAPER #15800 (NO SUBS) 40 CASES \$ _____ \$ _____
125. HOT DRINK CUPS 8 OZ Paper #4834 8 CASES \$ 43.50 \$ 348.00
126. COLD DRINK CUPS 8 OZ RK9 2.5m Plastic 8 CASES \$ 75.00 \$ 600.00
128. DISH DETERGENT 1 QT. 12/253 8 CASES \$ 16.00 \$ 128.00
129. GLASS CLEANER SPRAY 32 OZ. 6 CASES \$ 14.75 \$ 88.50
130. INSECT SPRAY P-30 CHERRY BLOSSOM 12 OZ CAN 24 CASES \$ _____ \$ _____
131. FAST ORANGE HAND CLEANER PUMP ^{12/10 12/7/23} 25 CASES \$ 20.75 \$ 518.75
132. PALMITA V HAND SOAP HONEY ALMOND (NO SUBS) 5 CASES \$ _____ \$ _____
133. ^{SMS} ~~M~~ BRAND SCRUBBER SPONGES, 20/BOX 2 CASES \$ 14.50 \$ 29.00
134. ROLL TOWEL WHITE #6820 NORTH RIVER
 8"X800FT 6 ROLLS TO CASE 160 CASES \$ 25.00 \$ 4000.00
135. GEORGIA PACIFIC WHITE ROLL ^{#CD10 Cut n Dry 10'w Roll Towel} #89460
 10"X40" 110 CASES \$ 51.50 \$ 5665.00
136. GEORGIA PACIFIC BROWN TOWEL ^{#6810 Brown Roll 8"x800' 6/10}
 #89440 8.25"X700" SKID OF 55 210 CASES \$ 21.25 \$ 4462.50

DELIVERY: 7 DAYS ARO

RESOLUTION AUTHORIZING A CONTRACT WITH THE NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT, IN THE AMOUNT OF \$3,623,984 FROM JULY 1, 2012 TO JUNE 30, 2013

WHEREAS, The County of Gloucester, a designated workforce area, pursuant to the Workforce Investment Act of 1998 has a need to provide employment and training services to individuals in various disciplines; and

WHEREAS, the County of Gloucester has designated the Department of Economic Development, Division of Workforce Development as the One-Stop Operator, to deliver employment and training assistance through "Core, Intensive and Training" services ; and

WHEREAS, applicable funds have been appropriated for this purpose; and

WHEREAS, the County of Gloucester has been designated as the Grant Recipient for the purposes "Core, Intensive and Training" services for the following estimated funds for the grant period July 1, 2012 to June 30, 2013:

WIA Adult	\$ 491,596
WIA Youth	\$ 556,049
WIA Dislocated Worker	\$ 722,575
Work First NJ	\$1,803,515
Workforce Learning Link	\$ 36,000
Workforce Development Partnership	\$ 14,249
Total	\$3,623,984

WHEREAS, the amount of **\$3,623,984** represents funds received from the State of New Jersey during PY' 2012, to be utilized by Gloucester County to enhance services to County residents; and

WHEREAS, the purpose of the Contract is to accept the aforesaid funds in accordance with the previously approved Workforce Investment Area Five-Year Plan; and

WHEREAS, the County of Gloucester-Department of Economic Development is cognizant of the conditions that are imposed by the carrying out of the Workforce Investment Act activities with Federal financial assistance.

NOW THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester that the Freeholder Director and Clerk of the Board are hereby authorized to execute the Contract and any other pertinent documents between the County of Gloucester and the New Jersey Department of Labor and Workforce Development from July 1, 2012 to June 30, 2013.

ADOPTED at a regular meeting of the Gloucester County Board of Chosen Freeholders, County of Gloucester and State of New Jersey held on Wednesday, November 7, 2012 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DI LELLA, CLERK

B3

**New Jersey Department of Labor and Workforce Development
Workforce Development Area Contract**

WIB Area: Gloucester
DUNS No.: 957362247

PY 2012 Funds

Plan No.: ET-08-PY12
Mod No.: _____

A. Grant Recipient: (Name & Address)
County of Gloucester
County Building Box 337
Woodbury, New Jersey 08096
Chief Executive Officer: Robert M. Damming
Legal Entity Status: Public
Federal Employer ID No.: 21-6000-660

B. State Grantor/Department
Harold J. Wirths, Commissioner
New Jersey Department of Labor and Workforce Development
PO Box 055, Trenton, NJ 08625-0055
Contact Person & Telephone No.:
Jeff Flatley, Acting Director (609) 984-2477
Division of Workforce Portfolio and Contract Management

C. Local Area Operating Entity:
Gloucester County Economic Dev.
115 Budd Boulevard
West Deptford, New Jersey 08096
Contact: Lisa Morina, Director
Tel. No.: 856-384-6934

WorkFirst NJ Operating Entity:
Same
Contact: Lisa Morina, Director
Tel. No.: 856-384-6934

D. Funding Levels by Source:

<u>WIA / FEDERAL FUNDS:</u>	
Adult:	491,596
Youth:	556,049
Dislocated Worker:	722,575
Add'l Federal Funds:	0
Federal TOTAL:	\$1,770,220
State TOTAL:	\$1,853,764
Contract TOTAL:	\$3,623,984

<u>STATE FUNDS:</u>	
WorkFirst NJ:	1,803,515
WIB Admin:	0
WDP:	14,249
WLL:	36,000
SmartSTEPS:	0
Bus. Development:	0
Add'l State Funds:	0

The contract period for these funds is July 1, 2012 to June 30, 2013.

Grantor/Department and Grant Recipient's Agreement Signatures

The Grant Recipient and Workforce Investment Board agree to provide employment and training services in accordance with all the provisions of their approved Plan and the attached Assurances, Certifications and General Provisions. If this Contract, including the Assurances, Certifications and General Provisions, annexed hereto, correctly sets forth your understanding of your approved Plan, please indicate your organization's approval by having this signed by the Chief Executive Officer of the organization and returned to the Grantor.

Accepted & Agreed by the Grant Recipient	Accepted & Agreed by the WIB Chairperson	Accepted & Agreed by Grantor/Department
Name: Robert M. Damming	Name: <u>Hosea Johnson</u>	Name: Harold J. Wirths
Signature:	Signature: <u>[Signature]</u>	Signature:
Title: Freeholder Director	Title: WIB Chairperson	Title: Commissioner
Date:	Date: <u>10/17/12</u>	Date:

Standard Assurances and Certifications

ASSURANCES AND CERTIFICATIONS

The Department of Labor and Workforce Development (LWD) will not award a grant where the grantee has failed to accept the ASSURANCES AND CERTIFICATIONS contained in this section. In performing its responsibilities under this agreement the grantee hereby certifies and assures that it will fully comply with the following:

- 1) Assurances-Non-Construction Programs (SF 424 B)
- 2) Debarment and Suspension Certification (29 CFR Part 98)
- 3) Certification Regarding Lobbying (29 CFR Part 93)
- 4) Drug Free Workplace Certification (29 CFR Part 98)
- 5) Nondiscrimination & Equal Opportunity Assurance (29 CFR Part 37)

By signing the agreement the grantee is providing the above assurances and certifications as detailed below:

1) ASSURANCES-NON-CONSTRUCTION PROGRAMS

NOTE: Certain assurances may not be applicable to your project or program. If you have questions, please contact the grantor agency.

As the duly authorized representative of the applicant, I certify that the applicant:

- A) Has the legal authority to apply for federal assistance and the institutional managerial and financial capability (including funds sufficient to pay the non-federal share of project costs) to ensure proper planning, management and completion of the project described in this application.
- B) Will give the LWD, the Comptroller General of the United States, and if appropriate, the state, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting principles or agency directives or the LWD directives.
- C) Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
- D) Will initiate and complete the work within the applicable time frame after receipt of approval from the LWD.
- E) Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. 4728-4763) relating to prescribed standards for merit systems for programs funded under one of the nineteen statutes or regulations specified in Appendix A of the Office of Personnel Management's Standards for a Merit System of Personnel Administration (5 CFR 900, Subpart F).
- F) Will comply with all federal statutes relating to nondiscrimination. These include, but are not limited to: (a) Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d, et seq. (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101- 6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972, 21 U.S.C. 1101, et seq. (P.L. 92-255) as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, 21 U.S.C. 801, et seq. (P.L. 91-616) as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) sections 523 and 527 of the Public Health Service Act (42 U.S.C. 290 dd-2), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 3601, et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for federal assistance is being made; and (j) the requirements of any other non discrimination statute(s) which may apply to the application.

- G) Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. 4601, et seq. (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of federal participation in purchases.
- H) Will comply with the provisions of the Hatch Act (5 U.S.C. 1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.
- I) Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. 276a to 276a-7), the Copeland Act (40 U.S.C. 276c and 18 U.S.C. 874), and the Contract Work Hours and Safety Standards Act (40.U.S.C 327-333), regarding labor standards for federally-assisted construction sub-agreements.
- J) Will comply, if applicable, with Flood Insurance Purchase Requirements of section 102(a) of the Flood Disaster Protection Act of 1973, 42 U.S.C. 4001, et seq. (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
- K) Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969, 42 U.S.C. 4321, et seq. (P. L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in flood plains in accordance with EO 11988; (e) assurance of project consistency with the approved state management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. 1451 et. seq.); (f) conformity of federal actions to state (Clear Air) implementation plans under section 176(c) of the Clear Air Act of 1955, as amended (42 U.S.C. 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974 as amended, 42 U.S.C. 300f, et seq. (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, 16 U.S.C. 1531, et seq. (P.L. 93-205).
- L) Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. 1271, et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
- M) Will assist the awarding agency in assuring compliance with section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1, et seq.).
- N) Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
- O) Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544), as amended, (7 U.S.C. 2131, et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
- P) Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4801, et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
- Q) Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and the Office of Management and Budget (OMB) Circular No. A-133, Audits of States, Local Governments, and Non-Profit Organizations.
- R) Will comply with all applicable requirements of all other federal laws, executive orders, regulations and policies governing this program.
- S) Will comply with the Federal Transparency Act requiring recipients and sub-recipients of federal financial assistance to obtain a Data Universal Numbering System (DUNS) number and will report the DUNS number to the LWD as a condition of receiving a federal grant or award.

2) CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

As required by Executive Order 12549, Debarment and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, sections 85.105 and 85.110

The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

- A) Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency or the state of New Jersey.
- B) Have not within a three-year period preceding this proposal been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.
- C) Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state or local) with commission of any of the offenses enumerated in paragraph (B) of this certification; and have not within a three-year period preceding this application/proposal had one or more public transactions (federal, state or local) terminated for cause or default.
- D) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this grant or contract.

3) CERTIFICATION REGARDING LOBBYING

As required by 31 U.S.C 1352 and implemented at 34 CFR Part 82, for the persons entering into a grant or cooperative agreement over \$100,000, as defined at 34 CFR Part 82, sections 82.105 and 82.110, that applicant certifies that:

The undersigned (i.e. grantee signatory) certifies, to the best of his or her knowledge and belief, that:

- A) No federal-appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant loan or cooperative agreement.
- B) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.
- C) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

4) CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for grantees as defined at 34 CFR Part 85, sections 85.605 and 85.610.

The grantee certifies that it will or will continue to provide a drug-free workplace by:

- A) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition.
- B) Establishing an ongoing drug-free awareness program to inform employees about:
 - 1) The dangers of drug abuse in the workplace;
 - 2) The grantee's policy of maintaining a drug-free workplace;
 - 3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - 4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
- C) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a).
- D) Notifying the employee in the statement required by paragraph (a) that as a condition of employment under the grant, the employee will:
 - 1) Abide by the terms of the statement; and
 - 2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.
- E) Notifying the agency in writing, within 10 calendar days after receiving notice under subparagraph (D) (2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant.
- F) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (D)(2), with respect to any employee who is so convicted:
 - 1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - 2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency.
- G) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs A), B), C), D), E) and F).

5) NONDISCRIMINATION & EQUAL OPPORTUNITY ASSURANCE

As a condition to the award of financial assistance from the LWD, the grant applicant assures that it will comply fully with the nondiscrimination and equal opportunity provisions of the following laws:

- A) Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color, and national origin.
- B) Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities.
- C) The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age.
- D) Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.
- E) Americans with Disabilities Act (P.L. 101-336) which prohibits discrimination based on disabilities in the areas of employment, public services, transportation, public accommodations and telecommunications. It requires all affected entities (businesses) to provide "reasonable accommodation" to persons with disabilities.

6) LIABILITY

This agreement is subject to all of the provisions of the New Jersey Tort Claims Act, N.J.S.A. 59:1-1, et seq., the New Jersey Contractual Liability Act, N.J.S.A. 59:11-1, et seq. and the availability of appropriations.

The state of New Jersey does not carry any public liability insurance, but the liability of the state of tort claims against its employees is covered under the terms and provisions of the New Jersey Tort Claims Act. The act also creates a special self-insurance fund and provides for payment of claims against the state of New Jersey or against its employees for tort claims arising out of the performance of their duties for which the state is obligated to indemnify.

The contractor/grantee shall defend, protect, hold harmless and indemnify the LWD from all liabilities arising out of a contract/grant matter, which the contractor/grantee or its subcontractors has been negligent.

The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (Street address, city, county, state, zip code)

Gloucester County Department of Economic Development
115 Budd Boulevard
West Deptford, New Jersey 08096

Gloucester County/Thorofare One Stop Career Center
215 Crown Point Road
Thorofare, New Jersey 08086

Check () if there are workplaces on file that are not identified

The following are hereby designated:

1. Fiscal agent (as defined by the Workforce Investment Act at sections 117 and 118 and in related regulations at 661.350 (a)):
**County of Gloucester
County Court House
PO Box 337
Woodbury, New Jersey 08096**

2. One-Stop operator (as defined by the Workforce Investment Act at sections 101, 117 and 121 and in related regulations at 662.410):
**Lisa Morina, Director
Gloucester County Department of Economic Development
115 Budd Boulevard
West Deptford, New Jersey 08096**

3. Workforce point of contact (as designated by the signee to be the contact point for the state of New Jersey for purpose of communication):
**Thomas Bianco, Director
Workforce Investment Board
115 Budd Boulevard
West Deptford, New Jersey 08096**

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications. I further certify that as the duly authorized representative, I retain the authority to accept funds and participate in the related programs with the agreement of the jurisdiction. The information provided below and the information provided herein, accurately reflect the desires and wishes regarding the use of these funds within this jurisdiction consistent with the requirements of the funding sources and our intent. Further, with my affixed signature, our jurisdiction agrees to follow and be responsive to the rules, laws, policies and plans developed by the federal and state governments related to the funds included in this agreement and require all subgrantees under this agreement to agree to same.

Printed Name and Title: **Robert M. Damminger**
Freeholder Director

Signature

Date

General Provisions

DEFINITIONS

For the purpose of this document, the following definitions apply:

- Grantor is defined as the New Jersey Department of Labor and Workforce Development which is also referred to as the LWD.
- Contractor/grantee is defined as any agency, organization or individual in direct receipt of funds by written instrument from the LWD.
- Subcontractor/sub-grantee is defined as any agency, organization or individual in direct receipt of funds by written instrument from a contractor/grantee.
- Program exit is defined as a participant having either been designated by the local area as such or who has not received a service funded by the program or funded by a partner program for 90 consecutive calendar days and is not scheduled for future services.
- Number served is those participants who are registered and receiving services.
- Definitions for financial terms below are derived from the **One-Stop Comprehensive Financial Management Technical Assistance Guide**. This document may be found on the Internet at http://www.doleta.gov/grants/pdf/FinalTAG_August_02.pdf. The financial definitions below shall be those used in review and audit of related processes and systems. Local area records must conform with the definitions of the following terms from that document:
 - Obligations are defined as the amounts of orders placed, contracts and subgrants awarded, goods and services received, and similar transactions during a given period that will require payment by the grantee.
 - Expenditures/outlays are defined as charges made to the project or program. They may be reported on a cash or accrual basis. For reports prepared on a cash basis, outlays are the sum of actual cash disbursement for direct charges for goods and services, the amount of indirect expense incurred, the value of in-kind contributions applied, and the amount of cash advances and payments made to contractors and subgrantees. For reports prepared on an accrued expenditure basis, outlays are the sum of actual cash disbursements, the amount of indirect expense incurred, the value of in-kind contributions applied, and the new increase(or decrease) in the amounts owed by the grantee for goods and other property received, for services performed by employees, contractors, subgrantees, subcontractors and other payees and other amounts becoming owed under programs for which no current services or performance are required, such as annuities, insurance claims and other benefit programs. Quarterly reports shall be prepared on the accrual basis.
 - Administration is defined as the allocable portion of the costs for support services and not related to the **direct provision of workforce investment services, including services to participants and employers**. Administrative functions are specified to include the following:
 - General administrative functions such as accounting, financial and cash management, procurement, property management, personnel management, and payroll
 - Audit functions and those duties associated with coordinating the resolution of findings originating from audits, monitoring, incident reports, or other investigations
 - General legal services

- Goods and services used for administrative functions
- Developing systems, including information systems, related to administrative functions
- The cost of awards made to subrecipient or vendor organizations for administrative services of the awarding agency (e.g. payroll service for staff or clients)

Administrative costs are accumulated and reported only by state and local boards, direct recipients (i.e. the state or Title ID grantee), the local grant recipient or subrecipient, the fiscal agent for a local area and the One-Stop Career Center operator. If the local area makes an award to a vendor for an administrative function such as developing a procurement system, then the vendor costs are classified as administrative. With the exception of the aforementioned type of administrative contract, all awards to vendors and subrecipients are considered program costs and would be reported in the program cost category.

- Accrued expenditures are defined as the charges incurred by the grantee during a given period requiring the provision of funds for (1) goods and other tangible property received; (2) services performed by employees, contractors, subgrantees, subcontractors and other payees; and (3) other amounts becoming owed (by the grantee) under programs for which no current services or performance are required, such as annuities, insurance claims, and other benefits.

The LWD retains the right to examine all costs to determine appropriateness of the charge to a category. The contractor/grantee is responsible for ensuring that all efforts are made to ensure that administrative costs are kept to a minimum not to exceed the limits established by federal law, rules or policies.

1) SPECIAL GRANT CONDITIONS FOR HIGH RISK GRANTEEES

A) A grantee may be considered high risk if the LWD determines that a grantee:

- 1) Has a history of unsatisfactory performance;
- 2) Is not financially stable;
- 3) Has a financial management system which does not meet the standards set forth in section 2;
- 4) Has not conformed to terms and conditions of previous awards;
- 5) Is otherwise not responsible; and
- 6) The LWD determines that an award will be made; special conditions and/or restrictions shall correspond to the high risk condition and shall be included in the award.

B) Special conditions or restrictions may include:

- 1) Payment on a reimbursement basis;
- 2) Withholding authority to proceed to the next phase until receipt or evidence of acceptable performance within a given funding period;
- 3) Requiring additional, more detailed financial reports;
- 4) Additional project monitoring;
- 5) Requiring the grantee to obtain technical or management assistance; and
- 6) Establishing additional prior approvals.

C) If the LWD decides to impose such conditions, the LWD will notify the grantee as soon as possible, in writing, of:

- 1) The nature of the special conditions/restrictions;
- 2) The reason(s) for imposing the special conditions;
- 3) The corrective actions that must be taken before the special conditions will be removed by the LWD and the time allowed for completing the corrective actions; and
- 4) The method of requesting reconsideration of the conditions/restrictions imposed.

2) FINANCIAL MANAGEMENT SYSTEM

A) The grantee shall be responsible for maintaining an adequate financial management system and will immediately notify the LWD when the grantee cannot comply with the requirements established in this section of the grant.

B) The grantee's financial management system shall provide for:

- 1) Financial Reporting:

Accurate, current, and complete disclosure of the financial results of each grant in conformity with generally accepted principles of accounting, and reporting in a format that is in accordance with the financial reporting requirements of the grant and such format is to be on an accrual basis unless otherwise approved by the LWD;

2) Accounting Records:

Records that adequately identify the source and application of funds for LWD-supported activities. These records must contain information pertaining to grant awards and authorizations, obligations, un-obligated balances, assets, liabilities, outlays or expenditures and income;

3) Internal Control:

Effective internal and accounting controls over all funds, property and other assets. The grantee shall adequately safeguard all such assets and assure that they are used solely for authorized purposes;

4) Budget Control:

Comparison of actual expenditures or outlays with budgeted amounts for each grant. Also, the relationship of the financial information with performance or productivity data, including the development of unit cost information required by the LWD;

5) Allowable Cost:

Procedures for determining reasonableness, allowability, and allocability of costs generally consistent with the provisions of federal and state requirements;

6) Source Documentation:

Accounting records that are supported by source documentation; and

7) Cash Management:

Procedures to minimize the time elapsing between the advance of funds from the LWD and the disbursement by the grantee, whenever funds are advanced by the LWD.

C) The LWD may require the submission of a Statement of Adequacy of the Accounting System, as provided in Chapter II-2 of the **One-Stop Comprehensive Financial Management Technical Assistance Guide**.

D) The LWD may review the adequacy of the financial management system of any applicant for financial assistance as part of a pre-award review or at any time subsequent to the award. If the LWD determines that the grantee's accounting system does not meet the standards described in paragraph B above, additional information to monitor the grant may be required by the LWD upon written notice to the grantee, until such time as the system meets with the LWD approval.

E) The LWD requires that the grantee/contractor develop/maintain a documented financial management system that is committed to a document and conforms to applicable federal, state laws and generally accepted accounting principles.

F) The grantee/contractor shall develop/maintain a cost allocation/resource sharing plan regarding the resources developed to the One-Stop career center consistent with requirements set forth in appropriate laws, regulations and the **One-Stop Comprehensive Financial Management Technical Assistance Guide** as published by the United States Department of Labor and available at http://www.doleta.gov/grants/pdf/FinalTAG_August_02.pdf.

3) ALLOWABLE COSTS

Funds expended in this project shall be those as stated in the agreement for the purposes and functions outlined, unless changed by an approved modification. The contractor/grantee shall be entitled only to reimbursement for actual expenses incurred or obligated during the contract/grant period or during an approved extension agreed upon by the contractor/grantee and the LWD, and only in the amount specified in the agreement. All obligations shall be liquidated within three months of the completion of the contract period or an approved extension.

It is the intent of the state that all funds be used in a unified and integrated manner in order to provide seamless service delivery, and not to create duplication and multiple administrative entities within the same organization.

No funds under this contract may be used for purposes other than employment and ToWork related activities. These funds may not be used to supplement nor supplant services funded through other efforts. These funds cannot be used to duplicate services and staff being funded under other efforts.

No funding under this agreement can be used to provide for bonuses or other payments above and beyond legitimate wages, salaries or any other form of compensation.

The state requires each local area to maintain a goal of a minimum of 50percent of all funds to be used for direct client training contracts. Direct training costs are the costs associated with the actual provision of training as opposed to the capacity building costs associated with the development of training capabilities or curriculums. Although this is not an exhaustive list, direct training costs may include the following: in-house training staff; classroom space including labs or other facilities used for training purposes; books, materials and supplies used in training, including specialized equipment. Direct training costs must be allowable under the applicable federal or state OMB circular.

Should any funds under this agreement be used for the purpose of satisfying any contractor/grantee or subcontractor indirect costs, it is the sole responsibility of the contractor/grantee to provide documentation substantiating such cost. The LWD retains the right to question this or any other costs charged to this grant or contract.

There is an \$8,000 average cost ceiling per customer who is exited from each program area (Adult, Dislocated Worker, Youth) with a positive result, unless a written justification for each area where the cost measure will be exceeded is provided to and approved by the LWD.

There is a \$6,000 average cost ceiling per customer served under each program area (Adult, Dislocated Worker, Youth), excluding customers carried-in from the previous program year, unless a written justification for each area where the cost measure will be exceeded is provided to and approved by the LWD.

Should any contractor/grantee under this agreement need to renegotiate the average cost ceiling per customer under this agreement, it shall be incumbent upon the contractor/grantee to provide legitimate justification that includes the specific training cost of the service provide; a summary of purpose of the specific efforts that have resulted in such a request, including a discussion of its procurement, effectiveness and efficiency; the costs of associated staff of the effort; and, the basis for the request. The grantor shall consider such requests only upon the receipt of such and may require additional information in order to make an appropriate decision.

All data pertaining to clients served under this agreement must be included in America's One-Stop Operating System (AOSOS). Costs related to clients not registered and/or reported in AOSOS may be disallowed.

Upon completion of training, participants should be referred to placement services, either through the training provider or the One-Stop Career Center. Participants may be enrolled into appropriate funded services, such as Job Seeking/Changing Skills or Job Search Workshop to aid the participant in securing employment, or receive activities such as referrals to job orders or job order development. Once a participant has not received any funded services or staff assisted activity for 90 consecutive calendar days and is not scheduled for future services, a soft exit will occur in AOSOS.

Contractors/grantees who are government or non-profit organizations must comply with federal cost principles as established in the OMB Circulars A-87, A-21, or A-122. These circulars establish government wide cost principles, including a requirement that salaries and wages charged to this contract be supported by personnel activity reports.

The LWD does not provide funding that should be intended as working capital. Funds received are for the sole intent of the contracted program. Funds from any agreement must be used in the manner agreed upon within the agreement. Any changes in intent or use must be approved by the LWD.

Interest earned from any funds included in this agreement must be used consistent with the agreement and with the applicable laws, rules and policies associated with the funding source which resulted in the interest. Further, any interest earned must be reported consistent with program income.

Each contractor/grantee shall have a written policy regarding the subject of leave accounting. Such policies must be consistent with policies of the grant recipient and must be available for the LWD to review. The LWD retains the right to assess such policies for their potential impact on service provision and require changes to ensure such services may not be impacted by local policies. Each contractor/grantee has the responsibility to ensure that its subgrantees, where appropriate, have similar documentation. The LWD retains the right to determine whether costs/rates within this category are excessive.

Each contractor/grantee shall have a written policy regarding severance pay. Such policies must be consistent with policies of the grant recipient and must be available for review by the LWD. The LWD retains the right to assess such policies for their potential impact on service provision and require changes to ensure such services may not be impacted by local policies. Each contractor/grantee has the responsibility to ensure that its subgrantees, where appropriate, have similar documentation. The LWD retains the right to determine whether costs/rates within this category are excessive.

Each contractor/grantee shall establish a written policy to address the provision of personnel benefits paid, incurred or purchased under this agreement. Costs associated with personnel benefits should be consistent with the developed policy and should apply to the contractor/grantee and its subgrantees where appropriate. The LWD retains the right to determine whether costs/rates within this category are excessive.

Contractors/grantees must ensure that costs related to meetings, entertainment, meals, graduations and celebrations are appropriate and of a de minimis amount. Each contractor/grantee must establish written policies consistent with that of the grant recipient. The LWD retains the right to assess such policy for their potential impact on service provision and require changes to ensure such activities may not be impacted by local policies. Each Contractor/grantee has the responsibility to ensure that its subgrantees, where appropriate, have similar documentation. The LWD retains the right to determine whether costs/rates within this category are excessive.

Funds used under this grant must be used for the benefit of the program and its clients. Contractors/grantees may not use resources from this agreement to benefit the results of non-applicable programs, the application for grants under non-applicable programs, nor employment under non-applicable programs. Contractors/grantees using funds in such manner may have these costs disallowed. Contractors/grantees shall establish policies on a local level to ensure that, where appropriate, similar requirements apply.

No wages under this agreement, whether for full time or part-time work, may exceed the federally imposed limit as set forth in Public Law 109-234 and/or any limits established through applicable law, regulation or order by the state of New Jersey. This establishes a cap for not only annual wages, but should be pro-rated to ensure that hourly, weekly, monthly or any wages either wholly or partially funded under this agreement do not exceed the allowed amount on that basis either. Any costs above the total or pro-rated amount may be the basis for a disallowed cost for the entirety of the amount, not just any excessive amount. Each contractor/grantee has the responsibility to ensure that no subgrantees violate this cap and that any violation on that basis is similarly disallowed.

The LWD reserves the right to cap and deny any requests associate with Indirect funds. It is incumbent upon the contractor/grantee to provide sufficient documentation regarding such requests including documentation of its development and components.

4) MATCHING AND COST SHARING

The grantee shall be required to account to the satisfaction of the LWD for matching and cost sharing requirements of the grant in accordance with federal and state requirements.

5) PROGRAM INCOME

Program income shall be defined as gross income earned by the grantee from grant-supported activities. Such earnings include, but will not be limited to, income from service fees, sale of commodities, usage or rental fees, and royalties on patents and copyrights.

- A) If a grantee receives interest earned of \$250 or more in a fiscal year on advances of grant funds, see Chapter II-7-3 of the **One-Stop Comprehensive Financial Management Technical Assistance Guide**.
- B) Unless the grant provides otherwise, the grantee shall have no obligation to the LWD with respect to royalties received as a result of copyrights or patents produced under the grant.

- C) All other program income earned during the grant period shall be retained by the grantee and used in accordance with Chapter II-7 of the **One-Stop Comprehensive Financial Management Technical Assistance Guide**.

6) PRICE WARRANTY

Contractor/grantee warrants that the prices agreed upon are not less favorable than those currently extended to any other customer for the same or similar articles in similar quantities. Contractor/grantee extends the same terms and conditions as extended to its most favored customers and final price includes all common reductions for discounts, rebates or other incentives. All goods procured under this contract shall be name brand, first quality, new parts, unless otherwise specified.

7) PAYMENT METHOD

- A) Payments to the contractor/grantee or on behalf of the contractor/grantee shall be issued only after the agreement has been signed and agreed to by both parties. The contractor/grantee will provide sufficient documentation that action has been taken to carry out the terms and conditions of the agreement. Upon receipt of the requisite financial and narrative reports and other forms or reports required by the grantor and upon appropriate certification by the chief financial officer of the LWD or his/her designee, the grantor will pay the contractor/grantee the contracted amount.

- B) The following is required to be submitted in a form satisfactory to the LWD. At its discretion, the LWD may request additional reports.

Payment Voucher (Form PV 6/93) or similar form approved by the LWD – This form will be submitted to the LWD, with supporting documentation, that the contracted services are operational and will continue to be for the length specified in the agreement.

8) REPORTING REQUIREMENTS

Contractor/grantee agrees to provide all reports specified in this agreement within the established timeframe and to the satisfaction of the LWD. All records must be current and reflective of actual events to ensure that reports may be timely and provide an actual depiction of ongoing activities. Contractors/grantees are responsible for ensuring that reports are based upon current data.

9) MONITORING, EVALUATION AND AUDIT

- A) The contractor/grantee agrees to cooperate with any monitoring, evaluation, and/or audit conducted by the grantor or their designees and authorized agents.
- B) The contractor/grantee will maintain its records and accounts in such a way as to facilitate the preparation of financial statements in accordance with generally accepted accounting principles and the audits thereof and ensure that subcontractors/sub-grantees also maintain records in the same manner. The contractor/grantee is responsible for any disallowed costs as determined by the LWD including those of its subcontractors.
- C) Contractors/grantees who are governmental or non-profit organizations and receive over \$500,000 in either state or federal funds agree to have an audit conducted which meets the requirements of the Single Audit Act (31 U.S.C. 75), and federal OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations. Audits must also conform with the New Jersey OMB Circular Letter 04-04 Single Audit Policy For Recipients of Federal Grants, State Grants and State Aid.

Government and non-profit organizations receiving more than \$100,000 in combination of state and federal funds agree to have a financial audit in accordance with Government Auditing Standards (Yellow Book Standards).

- 1) To meet these requirements, the contractor/grantee's audit reports must include the auditor opinion on the contractor/grantee's compliance with the material terms and conditions of state grant agreements, state aid programs, and applicable laws and regulations.
- 2) Contractor/grantee audit reports must contain a supplemental schedule of the entity's state grant and state aid financial assistance programs. This schedule must show for each program:
 - State Grantor Organization;

- Program Title;
- State Account Number;
- Program Account; and
- Total Disbursements.

D) Contractors/grantees who are for-profit companies and receive \$100,000 in either state or federal funds agree to have an independent audit which includes one of the following:

A grant specific audit in accordance with Government Auditing Standards (Yellow Book Standards); or, a financial audit report conducted under generally accepted auditing standards which includes a separate report on compliance with contractual provisions; or, a special report applying agreed upon procedures including, but not limited to, reviewing and testing the cost and expenses incurred for which reimbursement was requested to determine their propriety under the contract; review of the training records which substantiate training was completed in accordance with the contracts.

The LWD's chief financial officer reserves the right to accept alternate assurances of contractor/grantee compliance in the event an independent audit can not be provided.

- E) The LWD reserves the right to build upon the audit received. Interim audits may be conducted at the discretion of the LWD.
- F) Contractors/grantees agree to provide full access to their books and records and to any audit or review of financial and compliance requirements of the LWD.
- G) The LWD reserves the right to require plans for audit resolution. The LWD further retains the right to implement steps towards such resolution should the contractor/grantee fail to be responsive and a need to institute collection is warranted. Such action on the part of the LWD shall include prior notice and include opportunity for appeal.
- H) Contractors/grantees agree to require that all subgrantees whose receipt of funds under this agreement meet or exceed levels, regardless of whether it be through a single or multiple agreements, required for contractor/grantee independent audit, shall provide an independent audit consistent with the requirements established herein for the contractor/grantee.
- I) Contractor/grantee agrees to monitor its subgrantees. Such monitoring shall include review of program, financial and performance for all efforts. Entities receiving awards of \$50,000 a year, whether through one or multiple agreements, must be monitored annually. A schedule for all monitoring shall be developed and available upon request. Monitoring tools shall be used and a record of such efforts must be retained. In any event of a monitoring finding or recommendation, the contractor/grantee is responsible for communicating such to the applicable body in a timely manner and require, document and follow-up on related actions.
- J) The contractor/grantee must maintain records in support of the cost allocation/resource sharing plan discussed under section 2. These records must be auditable and consistent with the plan.

10) COMPLAINTS, GRIEVANCES AND APPEALS

All contractors/grantees must promulgate a written policy regarding complaints, grievances and appeals. The process must be written in a manner that is clear and understandable. The information must be provided to all customers, communicated in a manner in which they may understand, be consistent with, at a minimum all federal and state requirements, offer the opportunity for appeal and establish reasonable timeframes for response. All contractors/grantees must also establish for all complaints regarding potential, claimed or actual violations of the Equal Employment Opportunity regulations. These too must minimally satisfy federal and state requirements. As appropriate, documentation regarding these efforts must also designate the appropriate person designated to consider these matters.

11) RECORDS

All documents, patents, copyrights, data, studies, surveys, drawings, maps, models, photographs, films, duplicating plates, reports, plans, and other materials prepared by the contractor/grantee in connection with the project are the property of the LWD. Such material will be delivered to the LWD upon request.

Retention – The contractor/grantee agrees to maintain all records pertinent to all grants, contracts and agreements, including financial, statistical, property and participant records and supporting documentation for a period of seven years from the date of the final expenditure or final program report, whichever is the latest. The aforementioned records will be retained beyond the seven years if any litigation or audit is begun or if a claim is instituted involving the grant or agreement covered by the records. In these instances, the records will be retained until the litigation, audit or claim has been finally resolved. The contractor/grantee agrees to insure that sub-grantees retain records in accordance with these requirements. In the event of the termination of the relationship between contractor/grantee and sub-grantees, the contractor/grantee shall be responsible for the maintenance and retention of the records of any sub-grantees unable to retain them.

Access – The grantor may investigate any matter it deems necessary to determine compliance with state or federal policy and/or procedures. The investigations authorized by this provision may include examining records (including making certified copies thereof), interviewing employees, and entering any premises or onto any site in which any part of a program of the contractor/grantee is conducted or in which any of the records of the contractor/grantee are kept.

Additionally, all parties must comply with laws, regulations and policies regarding New Jersey Public Records Law.

The contractor/grantee understands that all records must be current and reflective of actual and timely information. Purposeful provision of inaccurate, untimely or manipulated data may be cause for further action.

12) PROCUREMENT STANDARDS

Procurement of supplies, equipment, and other services with funds provided by this grant shall be accomplished in a manner generally consistent with federal and state and local requirements.

Adherence to the standards contained in the applicable federal, state and local laws and regulations does not relieve the grantee of the contractual responsibilities arising under its procurements. The grantee is the responsible authority, without recourse to the LWD, regarding the settlement and satisfaction of all contractual and administrative issues and claims arising out of procurement entered in support of a grant.

The contractor/grantee shall maintain a written procurement document that satisfies all federal/state requirements and ensures competition where appropriate, utilizes past performance as a determinant of future use, requires cost/price analysis of acquisition and develops an oversight system for the process. Any/all procurement documentation must require and include specific language regarding the avoidance of conflict of interest in any procurement process and document any steps to be taken to ensure that such steps have been taken.

The contractor/grantee shall not be allowed to use procurement rules as a tool towards procurement pass-through. Contractor/grantee shall not be allowed to enter into an agreement whose sole or primary purpose is to obfuscate the desire and intent of procurement standards as set forth by this agreement and applicable federal and state requirements.

13) PROPERTY

The contractor/grantee is responsible and accountable for all equipment and property purchased with funds under this agreement, including purchases made by any contractor or subcontractor receiving payments on behalf of the contractor/grantee. A current inventory of such property and equipment, with a value of \$1,000 or more, shall be maintained by the contractor/grantee. Procedures for property records are outlined in the New Jersey Schools Development Authority Guide for Contracting and Property Management, and the contractor/grantee shall follow those procedures. The contractor/grantee agrees to provide the same security and safekeeping measures for property paid for under this contract as the contractor/grantee provides for the same or similar property owned by the contractor/grantee. The contractor/grantee agrees to impose similar conditions upon any contractor or subcontractor engaged to provide services under this contract.

14) TRAVEL AND CONFERENCES

Conferences or seminars conducted by the contractor/grantee shall be held at the contractor/grantee's facilities or at public facilities whenever possible.

15) SUBCONTRACTING

Contractor/grantee will perform all terms and conditions of this agreement unless a provision allowing the subcontracting of work is contained in the agreement. All terms and conditions applicable to the contractor/grantee would apply to any subcontractors or third parties hired by the contractor/grantee. It is the responsibility of the contractor/grantee to have appropriate agreements in place, in a timely manner, for all subcontracts/agreements. All such agreements should be consistent with the requirements of this document.

16) MODIFICATIONS

Modification to the agreement will be made in accordance with procedures prescribed by the grantor effective at the time of submission of the modification.

- A) The contractor/grantee agrees to submit a written modification and receive approval from the LWD prior to changing any budget line item contained in this agreement.
- B) The grantor and contractor/grantee agree to make any changes to this agreement only through a written modification.
- C) All modifications to this agreement will be appended to and become part of this contract.

17) DISPUTES

The contractor/grantee agrees to attempt to resolve disputes arising from this agreement by administrative process and negotiations in lieu of litigation. The contractor/grantee assures continued performance of this agreement while any dispute is pending.

Any dispute arising under this grant or agreement, which is not settled by informal means, shall be decided by the grantor, who shall reduce the decision to writing and mail or otherwise furnish a copy thereof to the contractor/grantee. The contractor/grantee shall be afforded an opportunity to be heard and to offer evidence in support of its position. Pending final decision of a dispute hereunder, the contractor/grantee shall proceed diligently with the performance under the agreement.

The dispute resolution mechanism described in this section is not exclusive. The grantor and contractor/grantee preserves all rights in law and equity to pursue any claims that may arise.

This agreement shall be governed by and construed and enforced in accordance with the laws of the state of New Jersey.

18) SEVERABILITY

If any one or more provisions of the agreement are finally adjudicated to be unlawful or unenforceable by a court of competent jurisdiction, then this agreement shall be construed as if such unlawful provisions had not been contained herein.

19) TERMINATION

- A) Termination for Convenience – The grantor or contractor/grantee may request a termination for any reason. The grantor or contractor/grantee shall give 30 days advance notice, in writing, to the other parties to this agreement of the effective date of such termination. The contractor/grantee shall be entitled to receive just and equitable compensation for any services satisfactorily performed hereunder through the date of termination.
- B) Termination for Cause – The grantor may terminate this agreement when it has determined that the contractor/grantee has failed to provide the services specified, or complied with any of the provisions contained in this contract or approved application, or otherwise breached the terms of this agreement. If the contractor/grantee fails to perform in whole or in part under this agreement, or fails to make sufficient progress so as to endanger performance, or otherwise breaches the terms of this agreement, the grantor will notify the other parties to this agreement of such unsatisfactory performance or breach in writing. The contractor/grantee has 10 working days in which to respond with a plan agreeable to the grantor for correction of the deficiencies. If the contractor/grantee does not respond within the appointed time with corrective plans satisfactory to the grantor, the grantor will serve a termination notice on the contractor/grantee which will become effective within 10 days after receipt. In the event of such termination, the grantor shall only be liable for payment for services rendered prior to

the effective date of the termination, provided such services are performed in accordance with the provisions of this agreement.

C) Termination or Reduction of Funds

- 1) The contractor/grantee agrees that major changes to this contract, both in terms of program content and funding levels, may be required prior to its implementation or during the term of its operations due to new or revised legislation or regulations. The contractor/grantee agrees that any such changes deemed necessary by the LWD shall be immediately incorporated into this grant.
- 2) Future payments under this agreement may be suspended or terminated upon refusal to accept or satisfy any additional conditions that may be requested by the grantor.

20) CONTRACT CLOSE OUT

A) The following definitions shall apply for the purpose of this section:

- 1) Contract Closeout – The closeout of a contract is the process by which the grantor determines that all applicable administrative actions and all required work of the contract have been completed by the contractor/grantee.
- 2) Date of Completion – The date by which all activities under the contract are completed, or the expiration date in the grant award document, or any supplement or amendment thereto.

- B) The contractor/grantee shall submit a closeout package per the terms of the agreement, unless otherwise extended by the grantor, after completion of the contract period or termination of the contract. Closeout forms will be supplied by the grantor.
- C) The contractor/grantee will, together with the submission of the closeout package, return to the grantor any unexpended funds or unobligated (unencumbered) cash advances except such sums as have been otherwise authorized, in writing, by the grantor to be retained.
- D) Within the limits of the contract amount, the grantor may make a settlement for any upward or downward adjustments of costs after the final reports are received.
- E) The contractor/grantee is responsible for those costs found to be disallowed, including those of any contractor or subcontractor paid from funds under this grant or contract, and the grantor retains the right to recover any appropriated amount after fully considering the recommendations on disallowed costs resulting from the final audit, even if a final audit has not been performed prior to the closeout of the contract.
- F) The contractor/grantee shall account for any property received from the grantor or acquired with funds under this grant, including any property received or acquired by a contractor or subcontractor under this grant.
- G) The contractor/grantee shall forward closeout package to the grantor within 60 days of the closeout.

21) PERFORMANCE

The contractor/grantee assures performance will be in accordance with, and within the period of, this agreement and will immediately report any conditions that may adversely affect performance to the LWD as soon as they become known. Grantee agrees to meet negotiated program performance levels as a condition of future funding and to any program requirements stated in the Notice of Obligations that granted operational authority for the funds contained in this contract. Any fraud or suspected fraud involving granted funds must be reported to the grantor with 48 hours of its discovery. The contractor/grantee shall establish and document a process to ensure that the results of programs and services provided with funds provided by this agreement and overseen and reviewed to ensure that these resources are maximized for effectiveness and results in addition to any specific program requirements as established by law, regulation or policy. The contractor/grantee shall ensure that such process includes a determination of effectiveness and that such findings, minimally on an annual basis, are committed to writing and shared with the LWD. The contractor/grantee acknowledges that the LWD has the right and responsibility to take action and potentially sanction any area that fails to attain satisfactory performance consistent with the rules overseeing any of the funds under this agreement.

22) CONFLICTS OF INTEREST

The contractor/grantee shall avoid organizational conflicts of interest or the appearance of conflicts of interest in the conduct of procurement activities. Any gratuities in the form of entertainment, gifts or otherwise offered by the contractor/grantee, its agent, or representative to any office or employee of the LWD with a view towards securing this contract or securing favorable treatment with respect to the awarding, amending, or the making of any determination will render the contract voidable at the option of the LWD, and may justify further action under applicable state laws. The contractor/grantee agrees that it shall ensure that all steps are taken to avoid actual or potential conflicts of interest in their efforts under this agreement. The contractor/grantee must guarantee and monitor its system to ensure that all staff, officers, board or staff members touched by resources under this agreement are not in conflict. The contractor/grantee shall develop/maintain a written code of conduct which provides specific requirements and processes to ensure that anyone, including staff and board members, shall not be in conflict and indicate the steps the contractor/grantee will take to avoid the potential of conflict.

23) OPEN GOVERNMENT PRACTICES

The contractor/grantee shall ensure that any activity funded in whole or part of this agreement meets the highest of ethical standards and shall not violate applicable federal, state or local rules regarding any of the following subjects:

- Patronage
- Political Activities
- Hatch Act
- Sectarian Activities
- Maintenance of Effort/Supplanting
- Open Public Meeting

Written policies regarding the contractor/grantee shall be documented, maintained and available for review. Contractor/grantee should also require that subgrantees establish, document and maintain such policies as appropriate.

24) BONDING AND INSURANCE

The contractor/grantee shall ensure that every officer, director, or employee who is authorized to act on behalf of the contractor/grantee for the purpose of receiving funds into program accounts or issuing financial documents, checks, or other instruments of payment is bonded to provide protection against loss.

25) AVAILABILITY OF FUNDS

The recipient shall recognize and agree that both the initial provision of funding and the continuation of such funding under the agreement is expressly dependent upon the availability to the LWD of funds appropriated by the state Legislature from state and/or federal revenue or such other funding sources as may be applicable. A failure of the LWD to make any payment under this agreement or to observe and perform any condition on its part to be performed under the agreement as a result of the failure of the Legislature to appropriate shall not in any manner constitute a breach of the agreement by the LWD or an event of default under the agreement and the LWD shall not be held liable for any breach of the agreement because of the absence of available funding appropriations. In addition, future funding shall not be anticipated from the LWD beyond the duration of the award period set forth in the grant agreement and in no event shall the agreement be construed as a commitment by the LWD to expend funds beyond the termination date set in the grant agreement.

Grant Specific Provisions

Please use this space to define the role, responsibilities of the following entities consistent with the Workforce Investment Act, the local workforce investment plan and the Workforce Investment Board/local elected officials Memorandum of Understanding:

Grant recipient:

The County of Gloucester is the recipient of the Workforce Investment Act funds and all other state funds dedicated to employment and training services of the residents of Gloucester County. The County has designated the Gloucester County Department of Economic Development to be the department to serve the intended recipients of these dollars.

Fiscal agent:

The County of Gloucester is the fiscal agent for all employment and training related funds. The County Treasurer ensures that all funds are expended appropriately and in a timely fashion.

Workforce Investment Board:

The Board is appointed by the Gloucester County Board of Chosen Freeholders in accordance with federal and state guidelines. The Board conducts oversight of the One Stop system, youth activities and employment and training activities under Title I of WIA. This is done in partnership with the Board of Chosen Freeholders. Activities including, but not limited to changes in services, budget allocations, establishing employer linkages, educational and employment related activities and youth services are discussed by the appropriate WIB committees. The committee chairs then offer proposals to the WIB Executive Committee for approval. These approved proposals are then recommended to the Freeholder Board. The County Board of Chosen Freeholders will make the final decision regarding any changes.

One-Stop operator:

The One Stop Operator is the Gloucester County Department of Economic Development. This entity includes the staff to the Workforce Investment Board, the Division of Workforce Development, which is the division that directly serves those customers in need of employment and training services, Division of Business Development and Tourism, and Division of Community Development Block Grant. All the divisions are mutually dependent upon each other and have a direct impact on the county's quality of life and economic condition. The Director of this Department ensures that all divisions are operating satisfactorily and meeting federal and state expectations.

The LWD will provide the contractor/grantee a template to submit a line item budget which indicates the projected use for all funds included in this agreement, which is due to the LWD by October 31st of the respective program year. Unexpended funds that are expected to be available from previous agreements, which constitute carry-in, shall also be included in the budget. Such budget must indicate for each line item, the intended amount dedicated to the effort and indicate the various grant sources intended to pay for that function as part of cost allocation. Modifications are expected as funding and program priorities may change. It is the responsibility of the contractor/grantee to update the budget in a timely manner to reflect any such changes. Such budget must account for all dollars provided under this agreement and carry-in funds. The document must clearly indicate those new dollars reflected in any Notice of Obligation. All budgets shall clearly identify staff costs and indicate whether the cost constitutes an administrative or program cost. Accompanying the budget must be a staff roster which includes a listing of all positions that are a part of the budget and being funded, in whole or in part, with funds provided by this agreement. For each staff position, it should be clearly indicated the grant(s) which are funding the staff position, whether the position is charged against program or administrative costs and whether the position has direct customer contact with either client or employer customers. The budget document must include a cover letter indicating agreement on such budget with the signature of the lead elected official and the chair of the Workforce Investment Board. Also required is a statement of accomplishment for the previous year, acknowledgement of the previous year's performance, steps to be taken to ensure failure does not continue with risk of potential sanction and anticipated steps for continuous improvement undertaken by the entities funded by the agreement.

